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8 **UNITED STATES DISTRICT COURT**

9 **NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

10 GORDON NOBORU YAMAGATA and  
11 STAMATIS F. PELARDIS, individually and  
on behalf of all others similarly situated,

12 Plaintiffs,

13 v.

14 RECKITT BENCKISER LLC,

15 Defendant.

Case No. 3:17-cv-03529-VC

**PLAINTIFFS' NOTICE OF JOINT  
MOTION AND MOTION FOR  
PRELIMINARY APPROVAL**

**CLASS ACTION**

Hrg Date: June 24, 2021

Time: 2:00 p.m.

District Judge Vince Chhabria  
Courtroom 4, 17th Floor

Complaint Filed: June 19, 2017

**JURY TRIAL DEMANDED**

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**NOTICE OF MOTION AND MOTION**

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PLEASE TAKE NOTICE that on June 24, 2021, at 2:00 p.m., in Courtroom 4, 17th Floor, 450 Golden Gate Avenue, San Francisco, California, before the Honorable Vince Chhabria, and pursuant to Federal Rule of Civil Procedure 23(e), Plaintiffs, individually and on behalf of the proposed Settlement Class, and Defendant Reckitt Benckiser LLC will and hereby do jointly move for preliminary approval of class action Settlement Agreement, conditional certification of Settlement Class, and approval of Class Notice.

Plaintiffs respectfully move this Honorable Court for entry of an Order: (1) granting preliminary approval of the Settlement; (2) approving and directing notice as set forth in the Class Notice Program attached as Exhibit 4 to the Settlement Agreement; (3) conditionally certifying the Settlement Class for Settlement purposes; (4) approving the form and content of the forms of Class Notice attached as Exhibits 5-9 to the Settlement Agreement; (5) appointing Plaintiffs Gordon Noboru Yamagata, Stamatis F. Pelardis, Maureen Carrigan, Lori Coletti, Ann-Marie Maher, Carol Marshall, Deborah A. Rawls, Oneita Steele, and Maxine Tishman as Class Representatives; (6) appointing Timothy G. Blood and Thomas J. O'Reardon II of Blood Hurst & O'Reardon, LLP as Class Counsel; (7) appointing Epiq Class Action and Claims Solutions as Settlement Administrator; and (8) scheduling a Final Approval Hearing to consider entry of a final order approving the Settlement, final certification of the Settlement Class for settlement purposes only, and the request for attorneys' fees, costs, and expenses, and Plaintiffs' service awards.

This joint motion is based upon this notice of motion, Plaintiffs' memorandum in support of the motion for preliminary approval and certification of the Settlement Class, the declarations of Timothy G. Blood, Brenda A. Frederick, and Cameron R. Azari, the previously filed motion for preliminary approval and accompanying documents (ECF Nos. 203, 203-1, 203-2, 203-3, 203-4, and 208), and all supporting exhibits, the complete file and record in this action, and such oral argument as the Court may consider in deciding this motion.

Dated: May 12, 2021

BLOOD HURST & O'REARDON, LLP  
TIMOTHY G. BLOOD (149343)

By: s/ Timothy G. Blood  
TIMOTHY G. BLOOD

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**MEMORANDUM OF POINTS AND AUTHORITIES**

Plaintiffs submit this memorandum in support of the Joint Motion for Preliminary Approval of Class Action Settlement. The Stipulation of Settlement (“Settlement” or “SA”) is attached as Exhibit A to the concurrently filed Declaration of Timothy G. Blood (“Blood Decl.”).

**I. INTRODUCTION**

At the March 23, 2021 hearing on the Parties’ joint motion for preliminary approval, the Court requested additional information regarding the number of class members, information regarding the projected take rate, the potential recovery from a class trial, how the settlement compares to other settlements of similar cases, and the risks and benefits of proceeding to trial versus settlement. Additionally, the Court’s order on preliminary approval requested additional information about accounting for the deduction from the fund for class members that select products rather than cash. *See* ECF No. 211.

Following the March 23, 2021 hearing, the parties renegotiated part of the proposed settlement to eliminate the option for Class Members to choose products rather than cash, leaving cash refunds for claimants. While the settlement continues to consist of a \$50 million common fund, all claimants will receive a cash payment. As before, the cash payment will be for the full amount of the average retail price of the product at issue, Schiff Move Free Advanced. Claimants still may receive reimbursement of \$22 per purchase for up to three purchases without proof of purchase, and reimbursement for more than three purchases with proof of purchase.

Additional data obtained from retailers in preparation for the notice plan confirms the settlement fund—which is the largest amount obtained in this type of case—should be sufficient to pay claimants. The average number of Move Free Advance purchases is about 2.6 units per Class Member. The total number of units sold during the Class Period is about 16,050,065. Under the proposed notice program, about 76% of Class Members will receive direct notice mostly through email, with some receiving notice by mail. The remainder of the Class will receive notice through publication. The Claims Administrator estimates the aggregate amount claimed will range from \$18,601,610 to \$23,796,592. Meanwhile, the amount of the fund available for Class Member

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1 reimbursements, assuming the Court awards the requested award of attorney’s fees, reimbursement  
2 of expenses and claims administration costs is about \$35,608,628.

## 3 **II. PROCEDURAL HISTORY AND THE AMENDED SETTLEMENT AGREEMENT**

4 The previous motion for preliminary approval described in detail the lengthy procedural  
5 history of this matter, and the minutiae of the Settlement Agreement. *See* ECF No. 203. Rather than  
6 repeat those details here, they are incorporated by this reference, stated in the concurrently filed  
7 Declaration of Timothy G. Blood (“Blood Decl.”), and summarized below.

### 8 **A. Summary of the Procedural History**

9 In this action Plaintiffs allege Defendant falsely advertised its glucosamine joint health  
10 dietary supplement “Move Free Advanced” (“MFA”)<sup>1</sup> by claiming it provides joint health benefits  
11 that it does not provide. The litigation has lasted nearly four years, involved discovery motions,  
12 class certification in two courts, summary judgment, 30 depositions, over 20 third party subpoenas,  
13 more than 303,000 pages of documents (exceeding 116 GB), reports and declarations from 14  
14 designated experts, and many days of mediations with three different neutrals at various stages  
15 throughout the action. *See* ECF No. 203 at 1-2; Blood Decl., ¶¶ 4-37. The settlement was reached  
16 only after this significant history, while the Parties were preparing for trial, and just weeks away  
17 from the final pretrial conference.

### 18 **B. The Updated Settlement Agreement**

19 Under the Settlement, Defendant will create a \$50 million non-reversionary Common Fund  
20 to compensate Class Members and pay for Class Notice, any award of attorneys’ fees and expenses,  
21 and Class Representative service awards.

#### 22 **1. Class Members Receive Full Cash Refunds**

23 Class Members will receive \$22 cash for each unit of MFA they purchased. SA, § IV.3. This  
24 amount is about the average retail price paid by Class Members. Class Members may claim  
25 reimbursement for up to 3 purchases without proof of purchase, for a total of \$66. Three purchases  
26

27 <sup>1</sup> “Move Free Advanced” or “MFA” refers to the glucosamine supplement products marketed  
28 and distributed by Reckitt Benckiser called Move Free Advanced, Move Free Advanced Plus MSM,  
and Move Free Advanced Plus MSM & Vitamin D.



1 are slightly more than the average number of purchases made by Class Members, which is 2.6.  
2 Blood Decl., ¶ 44,. Those with proof of purchase may claim as many refunds as they have proof of  
3 purchase.

4 To be eligible for reimbursement, Class Members need only complete and timely submit  
5 online or by mail a simple Claim Form. SA, § V, Ex. 10 (Claim Form). The Claim Form has just  
6 two questions: (1) how many bottles of MFA were purchased? and (2) do you want to receive a  
7 check or digital payment? *Id.*

8 No portion of the Common Fund will revert to Defendant. Any funds remaining after  
9 calculating valid claims will be distributed to Claimants by increasing the amount of their valid cash  
10 or product claims up to three times the original claim amount. SA, § IV.4.b. In the event such  
11 increased amount would exceed three times the original claim amount, a second round of class  
12 notice and an additional claim-in opportunity will occur. *Id.*, § IV.4.c. If money remains after this  
13 Supplemental Claim Deadline, the valid claims will again be calculated and increased pro rata until  
14 the Net Fund is exhausted. *Id.* If there is not enough money to cover all claims, cash claims will be  
15 reduced *pro rata*. *Id.*, § IV.4.a.

16 Given the large size of the cash awards, the combined Direct Notice and Publication Notice  
17 process, the second Direct Notice and Supplemental Claim process, and three-time upward  
18 adjustment provision, the Parties anticipate there will be only a de minimis amount of funds  
19 remaining because of occurrences like uncashed checks. The Parties propose that any remaining  
20 money be distributed to the Orthopaedic Research Society in accordance with the *cy pres* doctrine.  
21 *Nachshin v. AOL, LLC*, 663 F.3d 1034 (9th Cir. 2011) (*cy pres* recipient should be related to the  
22 nature of the lawsuit and the class members, including their location); *Six (6) Mexican Workers v.*  
23 *Ariz. Citrus Growers*, 904 F.2d 1301, 1305 (9th Cir. 1990). The Orthopaedic Research Society is an  
24 appropriate *cy pres* recipient in this action. It the most prestigious musculoskeletal research society  
25 with top researchers and clinicians from around the U.S. and abroad. The Orthopaedic Research  
26 Society will ear-mark any *cy pres* award to its OA education and research-related efforts. *See* ECF  
27 No. 203-3 (Declaration of Brenda Frederick Re: Orthopaedic Research Society).

28

1                   **2. Notice and Administration Costs, Attorneys' Fees and Expenses, and**  
 2                   **Class Representative Service Awards**

3                   The cost of class notice and settlement administration, attorneys' fees and expenses, and the  
 4 Class Representative service awards will be paid from the Common Fund. SA, § II.16. Defendant  
 5 agrees to not oppose Plaintiffs' Counsel's application for attorneys' fees of up to 25% of the  
 6 Common Fund (\$12,500,000) plus reimbursement of litigation expenses. SA, §§ IX.A-B. Defendant  
 7 also agrees not to oppose a request for Court-awarded service awards of \$7,500 to Plaintiffs  
 8 Yamagata, Pelardis, and Carrigan, and \$500 to Plaintiffs Coletti, Maher, Marshall, Rawls, Steele,  
 9 and Tishman. SA, § IX.D.

10                   **3. The Class Notice Plan**

11                   The structure of the proposed Class Notice Plan is unchanged. The Settlement Class will be  
 12 notified through a combination of email notice, directly mailed postcards, targeted internet  
 13 publication strategies, a settlement website, and live operator telephone hotline. SA, §§ IV.B-C.  
 14 Epiq Class Action and Claims Solutions ("Epiq" or the "Settlement Administrator"), a firm  
 15 specializing in class action notice plans, has assisted in designing the Class Notice Plan and will see  
 16 to its implementation. *See* Declaration of Cameron R. Azari, Esq. re Class Notice Program ("Azari  
 17 Decl.").

18                   Most Class Members will directly receive class notice by email or postcard, with most by  
 19 email. *See* SA, Exs. 6 (Email Notice), 7 (Amazon Email Notice), and 8 (Postcard Notice). In  
 20 response to the Court's questions about the direct notice provided by Amazon, the Parties and  
 21 Amazon's counsel met and conferred and ultimately reached agreement on the updated language in  
 22 the revised proposed Amazon Email Notice. Blood Decl., ¶ 61. The Amazon Email Notice now  
 23 contains the same elements as the Email Notice being sent to the other Class Members. *See* Exs. 6-  
 24 7. Like the Email Notice, the Amazon Email Notice uses language and incorporates the substantive  
 25 elements from the Federal Judicial Center's model summary notice.<sup>2</sup> As a result of subpoenas to the  
 26

27                   <sup>2</sup> *See* <https://www.fjc.gov/sites/default/files/2016/ClaAct06.pdf>; *see also* Standing Order for  
 28 Civil Cases Before Judge Vince Chhabria at 14 ("The parties should consider using the Federal  
 Judicial Center's model notices").

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1 largest retailers of MFA, Class Counsel obtained contact information to send direct class notice to  
2 approximately 4.7 million Class Members. All the Subpoenaed Retailers, including two previous  
3 holdouts CVS and BJ's Wholesale, have provided all their Class Member contact information.

4 In addition to the direct notice efforts, class notice will be disseminated through a multi-  
5 faceted online publication campaign. Through this targeted digital media campaign, the Internet  
6 Banner Advertisements (Ex. 9) will be widely disseminated and include hyperlinks that take readers  
7 directly to the Settlement Website. The online campaign will utilize multiple targeting layers, which  
8 include both geographic targeting and category contextual targeting based on how MFA was  
9 actually marketed to help ensure delivery to the most appropriate digital users. Azari Decl., ¶¶ 37-  
10 47. The Internet Banner Advertisements will strategically appear on relevant websites, social media  
11 platforms, and as a result of organic searches that include relevant Internet AdWords. The  
12 Settlement will also be publicized by an English and Spanish informational release to approximately  
13 16,500 media outlets across the United States. *Id.*, ¶ 46.

14 The Settlement Administrator will also create a Settlement Website  
15 ([www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com)) to provide potential Class Members with information  
16 about the Settlement, a general description of the lawsuit, the Settlement relief, important dates and  
17 deadlines, and Class Members' legal rights. The Settlement Website will be in English and Spanish,  
18 contain updates on the status of the Settlement, and post relevant pleadings and Settlement-related  
19 documents, including the Settlement Agreement and its exhibits, the Long-form Notice (which will  
20 be available in English and Spanish), this memorandum, and, when filed, the Preliminary Approval  
21 Order, final approval motion, motion for an award of attorneys' fees and reimbursement of costs  
22 and expenses, the operative complaint, and the Final Judgment and Order Approving Settlement.  
23 SA, § VI.B.5; Azari Decl., ¶ 48.

24 A toll-free telephone hotline with a live operator will be available. Notice to public officials  
25 required by the Class Action Fairness Act ("CAFA") will be sent in accordance with the provisions  
26 of that Act. *See* SA, § VI.B.6.

27 ///

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1 **III. THE SETTLEMENT ADDRESSES THE COURT’S PREVIOUS ISSUES AND**  
 2 **OBSERVATIONS**

3 The Court raised several issues and observations during the previous preliminary approval  
 4 hearing. Following the hearing, the Parties held numerous negotiations which led to the revised  
 5 Settlement Agreement submitted with this motion. The revised Settlement Agreement and Class  
 6 Notice Plan, as explained below, address each of the Court’s questions. The Settlement should be  
 7 preliminarily approved as fair, reasonable and adequate. *See Cotter v. Lyft, Inc.*, 193 F. Supp. 3d  
 8 1030, 1037 (N.D. Cal. 2016).

9 **A. The Settlement Has a \$50 Million Fund, But No Longer Includes the Product**  
 10 **Option**

11 In response to the Court’s questions regarding the optional free product option, the Parties  
 12 eliminated it from the updated Settlement.

13 The Settlement now provides an all-cash \$50 million non-reversionary Common Fund from  
 14 which Class Members are entitled to receive \$22 cash per purchase of the Move Free Advanced  
 15 products at issue. The option for a claimant to choose various products instead of cash has been  
 16 removed. A comparison of the previous and revised settlement is attached to the concurrently filed  
 17 Blood Declaration as Exhibit B. Class Members may receive cash awards for up to three units  
 18 purchased without submitting any proof of purchase. There is no limit on the number of purchases  
 19 claimed for those Class Members that have proof of purchase. If the payout does not exhaust the  
 20 fund, the cash awards will be increased pro rata up to three times the claimed amounts. If this first  
 21 pro rata increase does not exhaust the fund, then the claim period will be extended for all Class  
 22 Members by sixty days and Class Notice will be provided again to those Class Members who did  
 23 not originally submit a Claim. If, following the supplemental claims period and supplemental notice,  
 24 the amount of the fund still exceeds the aggregate amount of valid claims, the amounts paid on all  
 25 valid claims will be further increased pro rata up until the fund is exhausted. Any money remaining  
 26 in the fund after distribution (*e.g.*, uncashed checks) will be distributed to the Orthopaedic Research  
 27 Society, the proposed *cy pres* recipient. *See* Declaration of Brenda A. Frederick (ECF No. 203-3).

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**B. The Estimated Number of Class Members**

Class Counsel obtained Nielsen retail sales data from Defendant, wholesale shipment data from Defendant, and retail sales data subpoenaed from the eight largest retailers of Move Free Advanced (Amazon, Walgreens, Walmart, Sam’s, Costco, Rite Aid, CVS, and BJ’s Wholesale) to determine nationwide retail sales, the number of units sold, the estimated number of Class Members, the average retail price, and the average number of units purchased per Class Member. Based on this data, the estimated total nationwide units sold is 16,050,065 with retail sales of \$358,879,453. Blood Decl., ¶ 75. The average retail price per unit (retail sales divided by units sold) is \$22.36. *Id.*, ¶ 43. The average number of units purchased by each Class Member is calculated to be 2.6. *Id.*, ¶¶ 44, 72. Thus, the estimated number of Class Members is 6,173,102. A summary is provided below:

Nationwide Retail Sales	\$358,879,453
Average Retail Price	\$22.36
Total Number of Units Sold	16,050,065
Average Number of Units Purchased Per Class Member	2.6
Number of Class Members	6,173,102

**C. Direct Notice to the Settlement Class**

Approximately 4.67 million Class Members, representing an estimated 76% of the Settlement Class, will receive notice directly either through email or mail.

The proposed Class Notice Plan has not changed, but additional information recently obtained from the top retail sellers provides additional detail about the number of Class Members who can be sent notice directly. Class Counsel has now successfully obtained Class Member contact information from the eight largest retailers of Move Free Advanced.<sup>3</sup> Collectively, these retailers sold over 90% of Move Free Advanced to the Settlement Class. Blood Decl., ¶ 59. Some of the

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<sup>3</sup> As previously discussed, in lieu of producing the customer contact information, Amazon proposes sending email notice to its customers who purchased Move Free Advanced at its own expense. Amazon has substantial experience providing class notice in this type of situation. It has agreed to provide a declaration attesting to its efforts. *See* Blood Decl., ¶ 61.

1 Subpoenaed Retailers only possessed mailing addresses and not email addresses for certain  
 2 customers. Directly mailed class notice is substantially more expensive than directly emailed class  
 3 notice. Azari Decl., ¶ 20. Therefore, to maximize the Settlement dollars available for Class Members  
 4 while still achieving the best practicable notice, the names and mailing addresses that were produced  
 5 have been “reverse appended” to yield reliable email addresses in those instances where they were  
 6 not provided by the Subpoenaed Retailers. *Id.*, ¶ 20. As a result of these various efforts, 3.77 million  
 7 Class Members will be directly emailed the class notice and 903,400 Class Members will be directly  
 8 mailed the class notice. *Id.*, ¶¶ 20-21, 30, 32. This represents an estimated 76% of the Settlement  
 9 Class. This amount of direct notice is rare in a consumer product case not involving direct-to-  
 10 consumer sales by the defendant.<sup>4</sup> This Class Notice Plan is more fully described in the  
 11 accompanying Declaration of Cameron R. Azari.

12 **D. The Estimated Claims Rate**

13 Lastly, the Court inquired about estimated claims rates and the size of the likely awards to  
 14 the Class Members making claims. Claims rates for consumer class action settlements rates “rarely  
 15 exceed seven percent, even with the most extensive notice campaigns.” *Sullivan v. DB Invs., Inc.*,  
 16 667 F.3d 273, 329 n.60 (3d Cir. 2011); *see also Boeing Co. v. Van Gemert*, 444 U.S. 472,  
 17 480 (1980) (“Their right to share the harvest of the lawsuit upon proof of their identity, whether or  
 18 not they exercise it, is a benefit in the fund created by the efforts of the class representatives and  
 19 their counsel.”). “The prevailing rule of thumb with respect to consumer class actions is a claims  
 20 rate of 3-5 percent.” *Forcellati v. Hyland’s, Inc.*, No. CV 12-1983, 2014 U.S. Dist. LEXIS 50600,  
 21 at \*17 (C.D. Cal. Apr. 9, 2014) (quoting *Ferrington v. McAfee, Inc.*, No. 10-CV-01455, 2012 U.S.  
 22 Dist. LEXIS 49160, at \*13 (N.D. Cal. Apr. 6, 2012)); *see also Keil v. Lopez*, 862 F.3d 685, 697 (8th  
 23 Cir. 2017) (noting “a claim rate as low as 3 percent is hardly unusual in consumer class actions and  
 24 does not suggest unfairness”); *Schneider v. Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 599 (N.D.

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 26 \_\_\_\_\_  
 27 <sup>4</sup> Here, Defendant maintains a retail website to sell Move Free Advanced. However, the sales  
 28 through that website were less than 0.5% of the total Move Free Advanced sales. Defendant  
 provided the contact information for these Class Members and they will be directly sent the class  
 notice.

1 Cal. 2020) (approving settlement with a 0.83% claims rate); *Moore v. Verizon Commc'ns, Inc.*, No.  
 2 C 09-1823, 2013 U.S. Dist. LEXIS 122901, at \*30 (N.D. Cal. Aug. 28, 2013) (approving settlement  
 3 with a 3% claim rate); *Munday v. Navy Fed. Credit Union*, No. SACV 15-1629, 2016 U.S. Dist.  
 4 LEXIS 193973, at \*23 (C.D. Cal. Sept. 15, 2016) (assuming a 5% claim rate); *Tait v. BSH Home*  
 5 *Appliances Corp.*, No. SACV 10-0711, 2015 U.S. Dist. LEXIS 98546, at \*25 (C.D. Cal. July 27,  
 6 2015) (noting “a claims rate somewhat above 3% was likely a realistic possibility”).

7 Given the combination of notice methods, the number of Class Members being directly  
 8 noticed, and the Settlement award amounts available to these Class Members, the Settlement  
 9 Administrator estimates that the aggregate amount claimed will range from \$18,601,610 to  
 10 \$23,796,592. This calculation is based on an estimated take rate ranging from 5.4% to 7%. For Class  
 11 Members receiving direct notice, which is approximately 76% of the Settlement Class, the take rate  
 12 will range from 7% to 9%. Based on the Settlement Administrator’s experience in similar class  
 13 actions it is estimated that 10% of claimants will submit a claim for one unit, 30% of claimants will  
 14 claim two units, and 60% of claimants will claim three units. Azari Decl., ¶ 50.

#### 15 **IV. THE SETTLEMENT MERITS APPROVAL**

##### 16 **A. The Settlement Represents a Reasonable Settlement Compared to a Possible** 17 **Recovery at Trial**

18 This is a record-breaking settlement that eclipses settlements in other similar cases, reflecting  
 19 both the excellent settlement achieved and the difficulty in obtaining and keeping a large class action  
 20 judgment in federal court. While the Ninth Circuit has “never required courts ‘to estimate the range  
 21 of possible outcomes and ascribe a probability to each point on the range,’” a comparison to possible  
 22 trial outcomes is appropriate. *Gallucci v. Gonzales*, 603 Fed. Appx. 533, 535 (9th Cir. 2015)  
 23 (quoting *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 965 (9th Cir. 2009)).

24 If a theoretical trial were held for all members of the proposed nationwide class, the amount  
 25 of full refunds would be about \$359 million, plus attorney’s fees and costs since many state false  
 26 advertising statutes contain fee shifting provisions.

27 New York’s consumer protection laws contain several potentially applicable additional  
 28 damage provisions. *See* New York General Business Law (“GBL”) §§ 349(h), 350-e. For treble

1 damages, GBL sections 349(h) and 350-e provide discretionary treble damages “if the court finds  
 2 that the defendant willfully or knowingly violated” the statute. The treble damages are capped at  
 3 \$1,000 for section 349 actions and \$10,000 in section 350-e actions. However, the statutes are  
 4 unclear whether the treble damages as well as the caps apply per case or per member of the class  
 5 member basis, and Plaintiffs are unaware of case law discussing the issue. At any rate, “courts do  
 6 not traditionally factor treble damages into the calculus for determining a reasonable settlement  
 7 value.” *Rodriguez*, 563 F.3d at 964; *see also Carnegie v. Household Int’l, Inc.*, 445 F. Supp. 2d  
 8 1032, 1035 (N.D. Ill. 2006) (“[N]umerous courts have held that in determining a settlement value,  
 9 the potential for treble damages should not be taken into account.”) (collecting cases).

10 For statutory damages, GBL section 349(h) provides “any person who has been injured by  
 11 reason of any violation of this section may bring an action . . . to recover his actual damages or fifty  
 12 dollars, whichever is greater[.]” Here, the average purchase price is \$22.36 and the average number  
 13 of purchases per Class Member is 2.6, for an average recovery of \$58.14 per Class Member, making  
 14 the average statutory damage amount greater than \$50. *See Belfiore v. P&G*, 311 F.R.D. 29, 70  
 15 (E.D.N.Y. 2015) (class members are entitled to the \$50 statutory damages, but plaintiff’s damages  
 16 expert may be able to calculate an average price paid for the misrepresentation).

17 Similarly, GBL § 350-e provides “[a]ny person who has been injured by reason of any  
 18 violation of section three hundred fifty or three hundred fifty-a of this article may bring an action in  
 19 his or her own name to enjoin such unlawful act or practice, an action to recover his or her actual  
 20 damages or five hundred dollars, whichever is greater, or both such actions.” There are  
 21 approximately 633,760 New York class members, resulting in potential statutory damages of  
 22 \$316,880,000 for the New York class members. An argument advanced by defendants in these  
 23 cases, but which is unresolved, is whether this provision violates the Due Process Clause.<sup>5</sup>

24 \_\_\_\_\_  
 25 <sup>5</sup> In making the argument, defendants typically cite cases like *Larson v. Harman-Mgmt. Corp.*,  
 26 No. 1:16-cv-00219, 2019 U.S. Dist. LEXIS 219294, at \*19 (E.D. Cal. Dec. 18, 2019) (“courts have  
 27 found that such statutory damages, when aggregated for each purported [] violation, violate the Due  
 28 Process Clause.”); *see also Parker v. Time Warner Entm’t Co., L.P.*, 331 F.3d 13, 22 (2d Cir. 2003)  
 (“[T]he aggregation in a class action of large numbers of statutory damages claims potentially  
 distorts the purpose of both statutory damages and class actions.”); *Golan v. FreeEats.com, Inc.*,  
 930 F.3d 950, 962-63 (8th Cir. 2019) (finding statutory damage award violated Due Process Clause);



1 The \$50 million all-cash Settlement here is the largest ever in a consumer product false  
 2 advertising case. Further, the percentage of potential recovery at trial that the Settlement provides  
 3 to the class is inline or greater than settlements approved in this Circuit and elsewhere. *In re Mego*  
 4 *Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000) (“It is well-settled law that a cash settlement  
 5 amounting to only a fraction of the potential recovery does not per se render the settlement  
 6 inadequate or unfair.”); *See also e.g., Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984)  
 7 (5.6% recovery was fair, adequate, and reasonable); *In re Omnivision Techs.*, 559 F. Supp. 2d 1036,  
 8 1042 (N.D. Cal. 2007) (net settlement amount of 6% of potential recovery reasonable); *In re Wells*  
 9 *Fargo & Co. S’holder Derivative Litig.*, 445 F. Supp. 3d 508, 522 (N.D. Cal. 2020) (noting percent  
 10 of potential recovery for securities class action settlements were “2.5 percent between 2008 and  
 11 2016, and 3 percent in 2017”); *In re Checking Account*, 830 F. Supp. 2d 1330, 1346 (S.D. Fla. 2011)  
 12 (9% of total potential damages fair “even absent the risks associated with prosecuting these claims”);  
 13 *Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 542 (S.D. Fla. 1988) (3-5% of potential recovery  
 14 reasonable: “A settlement can be satisfying even if it amounts to a hundredth or even a thousandth  
 15 of a single percent of the potential recovery.”); *Deaver v. Compass Bank*, No. 13-cv-00222, 2015  
 16 U.S. Dist. LEXIS 166484, at \*22 (N.D. Cal. Dec. 11, 2015) (10.7% “of the total potential liability  
 17 exposure, before any deductions for fees, costs, or incentive awards” was reasonable); *Balderas v.*  
 18 *Massage Envy Franchising, LLC*, No. 12-cv-06327, 2014 U.S. Dist. LEXIS 99966, at \*16 (N.D.  
 19 Cal. July 21, 2014) (net settlement amount of 5% of potential recovery reasonable); *Stovall-Gusman*  
 20 *v. W.W. Granger, Inc.*, No. 13-cv-02540, 2015 U.S. Dist. LEXIS 78671, at \*12 (N.D. Cal. June 17,  
 21 2015) (net settlement amount of 7.3% of estimated trial award reasonable); *Arnett v. Bank of Am.,*  
 22 *N.A.*, No. 3:11-cv-1372, 2014 U.S. Dist. LEXIS 130903, at \*19 (D. Or. Sep. 18, 2014) (“7.3%  
 23 recovery was fair, adequate, and reasonable”).

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 27 *Belfiore*, 311 F.R.D. at 73 (“Here, the statutory damages could be excessive and in violation of state  
 28 policy.”); *Mirkin v. Viridian Energy, Inc.*, No. 3:15-cv-1057, 2016 U.S. Dist. LEXIS 86616, at \*31  
 (D. Conn. July 5, 2016) (noting GBL §§ 349 and 350 “could transform statutory damages into  
 punitive ones in a manner that raises serious due process concerns”).

**B. The Settlement Compared to Similar Approved Settlements**

This Settlement far exceeds other class action settlements in this type of case. Even with class sales larger than sales presented here, settlements are typically below \$10 million. This includes a previous similar Move Free Advanced false advertising case that included far more sales but settled for \$6.51 million.

The earlier settled case, *Lerma v. Schiff Nutrition Int'l, Inc.*, No. 3:11-cv-1056 (S.D. Cal., final approval granted Nov. 3, 2015), included the same false advertising allegations as this one. However, the sales covered by *Lerma* were substantially larger. That nationwide settlement included all Move Free Advanced products sold from 2005 to 2015, plus 42 additional joint health products sold over the span of 10 years. *Lerma*, ECF No. 141-4. An estimated 50 million units were sold during the *Lerma* class period with an average retail price of \$20, representing about \$1 billion in retail sales. *Lerma*, ECF Nos. 108 at 4 and 153-1. The settlement consisted of a fund of \$6.51 million. *Lerma*, ECF No. 141-1 at 13. Class members could recover \$3 per unit purchased for up to 4 units purchased without proof of purchase and \$10 per unit for up to 5 purchases with proof of purchase. *Lerma*, ECF No. 141-1 at 14. The settlement fund provided 0.65% of the nationwide retail sales. Attorneys' fees amounted to 25% of the fund, and the estimated net settlement fund provided 0.49% of the nationwide retail sales. *See* 2016 U.S. Dist. LEXIS 25498, at \*6 (S.D. Cal. Mar. 1, 2016).

*Pearson v. NBTY, Inc.*, No. 1:11-cv-07972 (N.D. Ill, final approval granted July 14, 2016) also involved a number glucosamine supplements, including the category sales leader Osteo Bi-Flex. The *Pearson* settlement encompassed six putative class actions and covered the purchases of almost 100 different glucosamine products. *Pearson*, ECF No. 213-1 (Settlement Agreement) at 1; No. 213-2 (Exhibit A to Settlement Agreement). It released all retailers and entities in the chain of distribution of the challenged products. *Pearson*, ECF No. 213-1 at 9. The *Pearson* settlement created a \$7.5 million fund with 33% of the fund going toward attorneys' fees. *Id.* at 6; ECF No. 250 (Mtn. for Attorneys' Fees) at 9. After attorneys' fees, expenses and incentive awards, the net fund was \$3,495,000. *Pearson*, ECF No. 344 (Claims Administrator Decl.) at 6. The class consisted of approximately 12 million class members, with estimated total sales of \$240 million. *Pearson*, ECF

1 No. 113 at 6. Accordingly, the gross settlement fund provided 3.1% of the potential full refund  
2 recovery and 1.46% of the net fund.

3 Plaintiff in *Hazlin v. Botanical Laboratories, Inc.*, No. 3:13-cv-00618 (S.D. Cal., final  
4 approval granted May 20, 2015) also alleged false advertising of glucosamine supplements. The  
5 nationwide settlement fund was \$3.1 million with 30% going towards attorneys' fees and expenses.  
6 *Hazlin*, ECF No. 42-1 at 3, 8. Claimants could receive \$15-\$18 per purchase. *Id.* at 17. The retail  
7 sales during the class were approximately \$132 million. *Hazlin v. Botanical Labs., Inc.*, No.  
8 13cv0618, 2015 U.S. Dist. LEXIS 189687, at \*15 (S.D. Cal. May 20, 2015) (8 million units); *Hazlin*,  
9 ECF No. 42-1 at 17 (average price of \$16.50). The gross settlement amount represented 2.3% of the  
10 total retail sales. Net of attorneys' fees and expenses, the settlement amount represented 1.6% of  
11 sales.

12 In *Gallucci v. Boiron, Inc.* the court approved a nationwide class settlement covering 200  
13 homeopathic products sold over a 12-year period. No. 11cv2039, 2012 U.S. Dist. LEXIS 157039,  
14 at \*2, 7 (S.D. Cal. Oct. 31, 2012). Like here, the plaintiffs claimed the products were falsely  
15 advertised because the scientific research demonstrated that the claims were misleading. The  
16 settlement provided \$5 million and payments of \$10 per units purchased, capped at 10 units with  
17 proof of purchase and capped at 5 units without proof of purchase if sworn under penalty of perjury.  
18 *Id.* at \*16. Retail sales of the products at issue totaled \$65,575,194 for January 1, 2007 to September  
19 30, 2011 (approximately 40% of the class period), or roughly \$115 million for the entire class period.  
20 *Gallucci*, ECF No. 106-6 at 2-3. Thus, the gross settlement fund amounted to a 4.3% recovery of  
21 the potential full refund award at a trial. Attorneys' fees of \$1.25 million were provided from the  
22 fund, and so resulted in a 3.3% recovery of potential damages for the net settlement fund. *See* 2012  
23 U.S. Dist. LEXIS 157039, at \*25.

24 *In re Cobra Sexual Energy Sales Practices Litigation*, No. 2:13-cv-05942 (C.D. Cal.)  
25 (preliminarily approved on Nov. 9, 2020) was a seven-year litigation involving a men's virility  
26 supplement. It settled for a common fund totaling \$100,000. ECF No. 295 at 7. Class members  
27 received \$9.61 on average. ECF No. 298 at 1. The fund paid out 10,401 claims of \$9.61 for a total  
28 of \$99,954. *Id.* Attorneys were awarded \$490,000 in fees. ECF No. 296 at 1.

1 A \$23.25 million settlement fund was created in *Wilson v. Airborne, Inc.*, No. EDCV 07-  
 2 770 (C.D. Cal). *See* 2008 U.S. Dist. LEXIS 110411, at \*10 (C.D. Cal. Aug. 13, 2008) (final approval  
 3 order). The case involved the false and misleading advertising of the dietary supplement Airborne.  
 4 Class members could submit claims for up to six packages, with reimbursements ranging from \$2.75  
 5 to \$10.50 per purchase. *Wilson*, ECF No. 146 (Final Approval Motion). 282,717 valid claims were  
 6 made totaling \$14.9 million. *Wilson*, 2008 U.S. Dist. LEXIS 110411, at \*21-22. Because the  
 7 settlement did not contain the mechanisms to pay remaining amounts to class members that the  
 8 current proposed settlement provides, over \$9.5 million went to *cy pres* recipients. *Wilson*, ECF No.  
 9 271 at 2.

10 The following table summarizes the Settlement and the settlements discussed above where  
 11 potential damages at trial were able to be estimated.

Case	Product	Settlement Amount <sup>6</sup>	Potential Recovery at Trial (Retail Sales)	Settlement Percent of Potential Recovery	Net Settlement Percent of Potential Recovery
<i>Yamagata v. Reckitt Benckiser LLC</i>	MFA	\$50 million	\$359 million	14%	10.2% <sup>7</sup>
<i>Lerma v. Schiff Nutrition Int'l, Inc.</i> (S.D. Cal.)	42 Joint Health Supplements including MFA	\$6.51 million	\$1 billion	0.65%	0.49%
<i>Pearson v. NBTY, Inc.</i> (N.D. Ill.)	100 Glucosamine Products	\$7.5 million	\$240 million	3.1%	1.46%
<i>Hazlin v. Botanical Laboratories, Inc.</i> (S.D. Cal)	Glucosamine Products	\$3.1 million	\$132 million	2.3%	1.6%
<i>Gallucci v. Boiron, Inc.</i> (S.D. Cal.)	200 Homeopathic Products	\$5 million	\$65.5 million	4.3%	3.3%

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<sup>6</sup> The settlement amount for each case includes attorneys' fees, reimbursements of expenses, and class notice and administration costs. *See* discussion above.

<sup>7</sup> Because the similar settlements did not disclose all settlement administrative costs and to compare apples to apples, only the attorneys' fees (25% of the fund) and expenses (\$750,000) and incentive awards were deducted from the fund to calculate the net settlement amount.

1 2 3	<i>In re Cobra Sexual Energy Sales Practices Litigation</i> (C.D. Cal.)	Virility Supplements	\$100,000 <sup>8</sup>	Unknown	Unknown	Unknown
4 5	<i>Wilson v. Airborne, Inc.</i> (C.D. Cal.)	Airborne Supplements	\$23.5 million	Unknown	Unknown	Unknown

### C. The Risks of Litigating a Class Trial Versus the Benefits of Settlement

Plaintiffs’ risks of litigating a class trial and keeping a favorable judgment are real and substantial, and the Settlement is “preferable to lengthy and expensive litigation with uncertain results.” 4 A Conte & H. Newberg, *Newberg on Class Actions*, § 11:50 at 155 (4th ed. 2002).

#### 1. Risks of Establishing Liability at a Class Trial

Results from three class action false advertising trials illustrate the risks for Plaintiffs at trial here. Each involved false advertising allegations of products advertised as providing health benefits and ended in either a verdict for the defendant or a hung jury. Each appeared to present very compelling facts.

In *Allen v. Hyland’s*, No. 2:12-cv-01150 (C.D. Cal.) the plaintiff lost a 13-day class trial involving homeopathic products where the defendant advertised the products as providing specific benefits that no homeopathic product could provide. *Allen* was a nationwide class with damages for refunds of \$255 million. The claims involved similar allegations as here—that the products were false and misleading because they are incapable of providing the advertised health benefits. *See* 2021 U.S. Dist. LEXIS 34695, at \*3 (C.D. Cal. Feb. 23, 2021). The trial court also followed the jury’s finding in ruling against plaintiff on the equitable claims for restitution and injunctive relief. *See Allen*, 2021 U.S. Dist. LEXIS 34695, at \*3.

In *Farar v. Bayer AG*, plaintiffs alleged Bayer’s One-A-Day products contained false and misleading heart health, immunity, and energy claims in violation of consumer protection statutes from California, Florida, and New York. *See* No. 3:14-cv-04601, 2017 U.S. Dist. LEXIS 193729, at \*3 (N.D. Cal. Nov. 15, 2017). Plaintiffs defeated a motion to dismiss and summary judgement,

<sup>8</sup> Attorneys were awarded \$490,000 in fees.

1 however, the four-year litigation ended in a jury verdict for Bayer. *Farar*, ECF No. 327 (Judgment).  
 2 Preceding the loss at trial, the plaintiffs had successfully argued a full refund damages model, which  
 3 exposed Bayer to a \$4 billion verdict. Judge Orrick held:

4 Plaintiffs’ theory of full restitution is supported not only by their individual  
 5 allegations, but also ample evidence in the record. Defendants’ own research and  
 6 marketing strategy documents confirm the effectiveness of their marketed health  
 7 claims, and lend credence to plaintiffs’ assertions that they purchased the One A Day  
 8 products for their touted health claims. Moreover, plaintiffs present expert testimony  
 9 from Dr. Edward R. Blonz supporting their assertion that there is no measurable  
 benefit for the typical American from taking defendants’ Products, as well as that the  
 evidence does not support the Products’ claims regarding heart health, immunity, or  
 physical energy.

10 *Farar*, 2017 U.S. Dist. LEXIS 193729, at \*30. Despite Judge Orrick’s assessment of the strength of  
 11 plaintiffs’ case, the jury found for defendant.

12 *Racies v. Quincy Bioscience, LLC* (N.D. Cal.) was a false advertising case involving  
 13 Prevacen, a dietary supplement purported to improve brain function. The trial took place in January  
 14 of last year in the Northern District and resulted in a hung jury. This trial highlights the  
 15 unpredictability of a jury asked to weigh complex scientific evidence and the hurdles presented by  
 16 the unanimous jury verdict requirement in federal court. Prevacen is a fraud. Plaintiff in *Racies*  
 17 offered an expert which provided testimony detailing the biological implausibility of Prevacen’s  
 18 active ingredient. The expert presented what seemed to be convincing evidence—Prevacen is  
 19 incapable of passing the blood-brain barrier, and therefore could do nothing. The jury, however, was  
 20 not convinced.

21 *Racies* also demonstrates the risk of decertification. The California class was decertified  
 22 after trial because the named plaintiff testified that he relied on an “Improves Memory” claim, when  
 23 in fact he purchased a “Brain Cell Protection” label. *Racies*, No. 15-cv-00292, 2020 U.S. Dist.  
 24 LEXIS 78156, at \*11 (N.D. Cal. May 4, 2020). The Court held the named plaintiff was not typical,  
 25 and the class failed to satisfy the predominance requirement. *Id.* at \*15.

## 26 2. Other Potential Risks of Continued Litigation

27 The Supreme Court and the Ninth Circuit, which are increasingly favoring dismissal of cases  
 28 on procedural grounds over determinations on the merits of the case, also present significant

1 uncertainty and risk. As noted by the Court during the preliminary approval hearing, there is a risk  
2 that Plaintiffs' claims could be found preempted before or after trial on appeal. Litigation over the  
3 preemptive effect of the Dietary Supplement Health and Education Act of 1994 ("DSHEA") is  
4 particularly active in the Ninth Circuit. *Compare Greenberg v. Target Corp.*, 985 F.3d 650 (9th Cir.  
5 2021) (finding preemption) *with Kroessler v. CVS Health Corp.*, 977 F.3d 803 (9th Cir. 2020) (no  
6 preemption). Currently, *Seegert v. Rexall Sundown Inc.*, No. 20-55486 (9th Cir.), which presents  
7 whether DSHEA preempts a false advertising claim involving a glucosamine joint health  
8 supplement, will be argued by the end of this year or early next year.

9 There is also a risk of decertification. On April 6, 2021, the Ninth Circuit vacated a class  
10 certification order and held "the number of uninjured class members must be de minimis" in order  
11 to maintain class status. *Olean Wholesale Grocery Cooperative, Inc. v. Bumble Bee Foods LLC*, 993  
12 F.3d 774, 2021 U.S. App. LEXIS 9880, at \*32 n.12 (9th Cir. Apr. 6, 2021). A Ninth Circuit judge  
13 has requested a vote on rehearing the appeal to reconsider the divided ruling, and on April 28, 2021  
14 the parties were ordered to submit briefs on whether the case should be reheard en banc. Throughout  
15 this litigation Defendant has maintained that customer satisfaction with Move Free Advanced is  
16 high.

17 Currently pending before the Supreme Court is the Ninth Circuit's decision in *Ramirez v.*  
18 *TransUnion LLC*, 951 F.3d 1008 (9th Cir. 2020). There, the Ninth Circuit held "that every member  
19 of a class certified under Rule 23 must satisfy the basic requirements of Article III standing at the  
20 final stage of a money damages suit when class members are to be awarded individual monetary  
21 damages." *Id.* at 1017. The Supreme Court granted *certiorari*, and oral argument was held on March  
22 30, 2021. The analysis of the oral argument is largely troubling for plaintiff classes with the  
23 consequences of the Supreme Court's anticipated decision unknown.

24 Finally, there is uncertainty as to which of the claims for relief Plaintiffs here assert are  
25 viable in federal court. The recent Ninth Circuit decision in *Sonner v. Premier Nutrition Corp.*, 971  
26 F.3d 834 (9th Cir. 2020), a case involving a glucosamine supplement, exemplifies the new-found  
27 federal jurisdictional risks of continued litigation. *Sonner* held that plaintiffs must show an  
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1 inadequate remedy at law in order to seek restitution. *Id.* at 839 (holding that plaintiff must satisfy  
 2 this “threshold jurisdictional question”).

3 **V. SETTLEMENT CLASS MEETS THE REQUIREMENTS FOR CLASS**  
 4 **CERTIFICATION AND MERITS PRELIMINARY APPROVAL**

5 Plaintiffs incorporate by reference the previously filed motion for preliminary approval which  
 6 details why the Settlement Class satisfies Rule 23 requirements and otherwise merits preliminary  
 7 approval. *See* ECF No. 203 at §§ IV-VII.

8 **VI. THE PROPOSED SCHEDULE OF EVENTS**

9 The key Settlement-related dates are based on when preliminary approval of the settlement  
 10 is granted and the date for the Final Approval Hearing. The relevant settlement-related dates  
 11 calculated in accordance with the provisions of the Settlement are:

EVENT	DEADLINE
Dissemination of Class Notice	Within 45 calendar days from entry of the Preliminary Approval Order
Briefs in support of award of attorneys’ fees and reimbursement of expenses	No later than 44 days prior to the Final Approval Hearing
Briefs in support of final approval	No later than 35 days prior to the Final Approval Hearing
Deadlines for objections and opt-outs	14 days before date first set by Court for Final Approval Hearing
Briefs in response to objections and in further support of final approval and attorneys’ fees	No later than 7 days prior to the Final Approval Hearing

19 Accordingly, the Parties request the Court schedule the Final Approval Hearing for 120 days  
 20 after entry of the Preliminary Approval Order, or as soon thereafter as the Court’s schedule permits.

21 **VII. CONCLUSION**

22 For the reasons set forth above, the Parties respectfully request that the Court: (1) grant  
 23 preliminary approval of the Settlement; (2) approve and direct notice as set forth in the Class Notice  
 24 Program; (3) conditionally certify the Settlement Class; (4) approve the form and content of the  
 25 proposed forms of Class Notice; (5) appoint Plaintiffs Gordon Noboru Yamagata, Stamatis F.  
 26 Pelardis, Maureen Carrigan, Lori Coletti, Ann-Marie Maher, Carol Marshall, Deborah A. Rawls,  
 27 Oneita Steele, and Maxine Tishman as Class Representatives; (6) appoint Timothy G. Blood and  
 28 Thomas J. O’Reardon II of Blood Hurst & O’Reardon, LLC as Class Counsel; (7) appoint Epiq



1 Class Action and Claims Solutions as Settlement Administrator; and (8) adopt the proposed  
2 schedule including setting a date for the Final Approval Hearing.

3 Respectfully submitted,

4 Dated: May 12, 2021

BLOOD HURST & O'REARDON, LLP  
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THOMAS J. O'REARDON II (247952)

By: *s/ Timothy G. Blood*

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**CERTIFICATE OF SERVICE**

I hereby certify that on May 12, 2021, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the Electronic Mail Notice List, and I hereby certify that I have mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants indicated on the Electronic Mail Notice List.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on May 12, 2021.

*s/ Timothy G. Blood*

\_\_\_\_\_  
TIMOTHY G. BLOOD

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6 Class Counsel

7  
8 **UNITED STATES DISTRICT COURT**

9 **NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

10 GORDON NOBORU YAMAGATA and  
11 STAMATIS F. PELARDIS, individually and  
on behalf of all others similarly situated,

12 Plaintiffs,

13 v.

14 RECKITT BENCKISER LLC,

15 Defendant.

Case No. 3:17-cv-03529-VC

**DECLARATION OF TIMOTHY G. BLOOD  
IN SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL**

**CLASS ACTION**

Hrg Date: June 24, 2021  
Time: 2:00 p.m.

District Judge Vince Chhabria  
Courtroom 4, 17th Floor

Complaint Filed: June 19, 2017

**JURY TRIAL DEMANDED**

BLOOD HURST & O' REARDON, LLP

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1 I, TIMOTHY G. BLOOD, declare:

2 1. I am the managing partner of the law firm Blood Hurst & O'Reardon, LLP, and an  
3 attorney duly licensed to practice before the courts of the State of California and this Court. I am  
4 court-appointed class counsel pursuant to Federal Rule of Civil Procedure 23(g) in the above-  
5 entitled matter and in *Carrigan v. Reckitt Benckiser LLC*, pending in the United States District Court  
6 for the Northern District of Illinois. I have personal knowledge of the matters stated in this  
7 declaration except those stated on information and belief, and as to those, I believe them to be true.  
8 If called upon, I could and would competently testify to them.

9 **I. INTRODUCTION**

10 2. I submit this declaration in support of Plaintiffs' motion for preliminary approval of  
11 the Stipulation of Settlement (the "Settlement Agreement" or "SA"). The Settlement Agreement is  
12 attached as **Exhibit A** to this Declaration. A copy of the [Proposed] Order Preliminarily Approving  
13 Class Action Settlement is attached as Exhibit 1 to the Settlement Agreement and submitted  
14 separately to the Court. Terms that are capitalized in this declaration are intended to refer to matters  
15 defined in the Settlement Agreement.

16 3. On March 3, 2021, the Parties submitted a proposed settlement agreement. ECF Nos.  
17 202-203. On March 25, 2021, the Court heard oral argument and denied the motion for preliminary  
18 approval without prejudice to re-filing. ECF Nos. 214. As discussed below and in the accompanying  
19 renewed motion for preliminary approval, the Parties held numerous negotiations following the  
20 previous hearing, which led to the revised Settlement Agreement submitted with this motion. For  
21 the Court's convenience, a comparison of the previous and revised settlement is attached as **Exhibit**  
22 **B** to this Declaration.

23 4. The Settlement was reached after extensive litigation spanning nearly four years. The  
24 motion practice here and in the related *Carrigan* class action was substantial and included motions  
25 to compel further discovery responses, motions for class certification, a motion for summary  
26 judgment, a petition for interlocutory appeal and numerous motions to strike expert testimony. All  
27 the motions were heavily contested and fully briefed, with some involving multiple rounds of  
28 briefing. The Actions also involved substantial discovery. Plaintiffs' Counsel (1) conducted and

1 defended 30 depositions, including those of Defendant’s corporate designees, current and former  
2 marketing, science and regulatory employees, scientific experts, and third-party scientists; (2)  
3 reviewed over 303,000 pages of documents produced by Defendant; and (3) subpoenaed documents  
4 and testimony from 18 third parties who produced thousands of pages of documents. Plaintiffs’  
5 Counsel also responded to discovery served on Plaintiffs, defended Plaintiffs’ depositions, and  
6 worked with more than seven of their own expert witnesses and additional consultants to prepare  
7 for class certification, summary judgment, and trial, including preparing and exchanging expert  
8 reports and conducting and defending expert depositions.

## 9 **II. PRE-SUIT INVESTIGATION AND THE COMPLAINTS**

10 5. Plaintiffs’ Counsel conducted a significant investigation before this Action was filed.  
11 We began investigating marketing claims by Reckitt Benckiser, LLC (“RB” or “Defendant”)  
12 regarding the joint health benefits of Schiff Move Free® Advanced (“MFA”). These efforts included  
13 obtaining advertisements and labels from a variety of sources throughout the country. We then  
14 assessed the veracity of the express and implied messages by analyzing the purported active  
15 ingredients and the scientific literature about them. MFA posed some additional challenges because  
16 it includes substances in addition to glucosamine and chondroitin, including an ingredient unique to  
17 MFA known as “FruiteX-B.”

18 6. On June 22, 2017, a class action complaint was filed in this Court on behalf of  
19 Gordon Yamagata and Stamatis Pelardis. The complaint alleged violations of California’s  
20 Consumers Legal Remedies Act (“CLRA”), Civ. Code §§1750, *et seq.*, Unfair Competition Law  
21 (“UCL”), Bus. & Prof. Code §§17200, *et seq.*, and New York General Business Law section 349  
22 and 350 (“GBL”). (ECF No. 1). On August 11, 2017, Plaintiffs filed a First Amended Complaint,  
23 which included a claim for damages under the CLRA after the expiration of the notice period. (ECF  
24 No. 24). Defendant answered the amended complaint on August 25, 2017. (ECF No. 25). On March  
25 2, 2021, the operative Second Amended Complaint was filed on behalf of a nationwide class to  
26 conform to the proposed Settlement Class. (ECF No. 201).

27 7. On October 22, 2018, Plaintiff Maureen Carrigan filed a class action complaint in  
28 the United States District Court for the Northern District of Illinois captioned, *Carrigan v. Reckitt*

1 *Benckiser LLC*, Case No. 1:18-cv-07073 (N.D. Ill.) (“*Carrigan*”). *Carrigan* arises from the same  
 2 facts of alleged false advertising and was filed on behalf of consumers who purchased Move Free  
 3 Advanced in Illinois between May 28, 2015 and the present. It asserted violations of section 2 of  
 4 the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. 505/2, *et*  
 5 *seq.* (the “ICFA”).

6 8. On September 17, 2020, on behalf of Plaintiffs Lori Coletti, Ann-Marie Maher, Carol  
 7 Marshall, Deborah A. Rawls, Oneita Steele, and Maxine Tishman, Class Counsel served Defendant  
 8 with another class action complaint (“*Coletti*”). *Coletti* was to be filed in the District of Vermont on  
 9 behalf of a MFA purchasers from states other than California, New York, and Illinois also alleging  
 10 violations of state consumer protection laws arising out of the marketing and advertising of Move  
 11 Free Advanced.

### 12 **III. SUMMARY OF NON-EXPERT DISCOVERY EFFORTS**

13 9. Discovery in these cases has been substantial. It involved hundreds of thousands of  
 14 pages of documents produced by Defendant, subpoenas to 18 third-parties, 30 depositions, and the  
 15 exchange of 21 reports from 14 experts.

16 10. **Written Discovery and Document Requests:** Plaintiffs’ Counsel served Defendant  
 17 with 29 interrogatories, 422 requests for admissions, and 124 document requests. Dozens of meet  
 18 and confer discussions occurred throughout the course of the litigation. As a result of these efforts,  
 19 Defendant supplemented numerous discovery responses and produced previously withheld or  
 20 redacted documents.

21 11. **Defendant’s Document Production:** Defendant produced, and Plaintiffs’ Counsel  
 22 received, reviewed, analyzed, and organized over 303,000 pages of discovery, including documents  
 23 and communications concerning scientific studies relating to joint health, glucosamine, chondroitin,  
 24 FruiteX-B and the other ingredients in MFA, advertising and marketing-related strategy and  
 25 research, and financial information, including the sales of MFA and its competitors.

26 12. This discovery was obtained after numerous discussions between the Parties,  
 27 including negotiation over several confidentiality agreements and electronically stored information  
 28 (“ESI”) protocols. In connection with Defendant’s production of ESI, the Parties held extensive

1 meetings about coordinating and implementing a protocol relating to the methods of searching for  
2 and producing ESI.

3 13. To efficiently and effectively review this voluminous ESI (which exceeded 116 GB),  
4 Plaintiffs' Counsel retained outside electronic discovery vendors and created a coding database  
5 specifically for this Action.

6 14. **Third-Party Discovery Efforts:** Plaintiffs' Counsel served subpoenas for  
7 documents or testimony on 18 third parties who were involved in the marketing, science, and retail  
8 sale of MFA. In response to these subpoenas and negotiated ESI protocols with many of these third  
9 parties as well, Plaintiffs obtained over 5,907 pages of relevant and probative information, which  
10 were reviewed and analyzed. This page-count does not include the voluminous retail sales data  
11 spreadsheets provided by the eight retailers who produced detailed accountings of their MFA sales.

12 15. Plaintiffs subpoenaed the major retailers of MFA: Walmart, Sam's Club, Costco,  
13 Target, Rite Aid, CVS, BJ's Wholesale Club, Walgreens, and Amazon.com. As a result of extensive  
14 meet and confer efforts throughout the litigation, we obtained voluminous sales data relating to  
15 Move Free Advanced. This sales data, which is from the retailers responsible for over 90% of MFA  
16 retail sales, was used in connection with motions for class certification, expert reports, and  
17 mediation.

18 16. As discussed in Paragraphs 60-64 below, Class Counsel has recently pursued  
19 additional discovery from these retailers to obtain Class Member contact information so the  
20 Settlement Administrator can provide direct email or mail notice to as many Class Members as  
21 reasonably practicable. As a result of meet and confer efforts with each of these retailers (who are  
22 all represented by different in-house or outside counsel), Class Counsel is obtaining additional  
23 information that will enable direct notice to be provided to millions of Class Members.

24 17. In addition to subpoenaing each of the major MFA retailers, Plaintiffs subpoenaed  
25 documents from the main third-party manufacturer and the scientists involved in FruiteX-B, one of  
26 the main ingredients in MFA. Plaintiffs subpoenaed documents from VDF FutureCeuticals, Inc., a  
27 third party that supplies FruiteX-B for MFA and helped fund and conduct the FruiteX-B clinical  
28 studies on which Defendant relies. Plaintiffs subpoenaed documents and testimony from Drs.

1 Zbigniew Pietrkowski and Tania Reyes-Izquierdo. Drs. Pietrkowski and Reyes-Izquierdo, who  
 2 were deposed on December 18, 2019 and October 29, 2020, were the principal authors of the  
 3 FruiteX-B studies. Plaintiffs also deposed Hartley Pond, a marketing and sales executive at VDF  
 4 and the main sales liaison between VDF and Defendant. After substantial meet and confer efforts,  
 5 including negotiations regarding document custodians, timeframes, and keywords, VDF produced  
 6 4,275 pages of highly relevant information relating to some of the most core studies at issue. This  
 7 information was analyzed and used extensively by several of Plaintiffs' scientific experts.

8 18. Plaintiffs also subpoenaed documents from the University of California at Irvine and  
 9 one its researchers, Dr. Michael Phelan. Dr. Phelan was hired by VDF to perform statistical analysis  
 10 for two of the major FruiteX-B study publications. Dr. Phelan was also listed as a co-author on two  
 11 of the FruiteX-B study manuscripts. As a result of meet and confer efforts with UCI, we received  
 12 137 documents (totaling thousands of pages) of important study documents and email  
 13 communications.

14 19. Lastly, Plaintiffs subpoenaed documents and testimony from Robert Keller. Mr.  
 15 Keller was retained by VDF to hire and coordinate with "contract research organizations" to conduct  
 16 the FruiteX-B clinical studies. In essence, Mr. Keller was the go-between between VDF's  
 17 employees/study authors, and the investigators who analyzed the study subjects consuming placebo  
 18 or FruiteX-B for the studies. Among other responsibilities, Mr. Keller oversaw compiling and  
 19 providing all the raw study data to VDF for review. Mr. Keller produced 822 pages of important  
 20 study documentation and provided valuable testimony during his deposition on December 5, 2019.

21 20. **Fact Witness and Rule 30(b)(6) Depositions:** Discovery also included Plaintiffs'  
 22 Counsel taking and defending 23 fact witness and 7 expert depositions. Plaintiffs' Counsel took  
 23 depositions of Defendant's corporate designees, chief scientists, and the employees responsible for  
 24 Move Free Advanced product marketing and branding. These deponents included Defendant's  
 25 Marketing Director of Vitamins, Minerals and Supplements ("VMS"), Senior Associate of Global  
 26 Medical Affairs, Trade Marketing Director of VMS, Former Senior Brand Manager of Move Free,  
 27 Former Vice President of Research, Former Medical Advisor, and Research & Development  
 28 Director of VMS:



DATE	DEPONENT
6/5/18	Matthew Bell 30(b)(6)
6/15/18	Anthony Cam 30(b)(6)
7/16/18	Carol Cresong 30(b)(6)
10/4/18	Gordon Yamagata
10/25/18	Stamatis Pelardis
11/22/19	Maureen Carrigan
12/5/19	Robert Keller
12/18/19	Zbigniew Pietrzkowski
3/12/20	Natalie Weng
3/13/20	Sireenah Michlovich
10/9/20	Marilia de Andrade
10/16/20	Luke Bucci
10/21/20	Jason Bortz
10/22/20	Kathryn Becht
10/27/20	Louisa Guo
10/29/20	Tania Reyes-Izquierdo
11/5/20	Amy Sunderman
11/6/20	Yongbin Yang
11/10/20	Heather Santos
11/12/20	Hartley Pond
11/13/20	Alejandra Gratson
11/18/20	Joao Rodriguez
11/20/20	Anthony Cam
1/18/21	Daniel Grande
1/19/21	Colin Weir
1/21/21	Michael Becker
1/22/21	Martin Lotz
1/25/21	On Amir
1/26/21	Robert Platt
1/27/21	Farshid Guilak

21. **Plaintiffs' Efforts and Discovery Conducted by Defendant:** Throughout the Litigation, Plaintiffs did everything that was required to represent the interests of the Class. Plaintiffs have remained informed and involved. Plaintiffs participated in periodic conferences with Plaintiffs' Counsel to keep informed about the litigation and were involved in decision-making. They also remained available to answer communications from Plaintiffs' Counsel relating to this Action. Plaintiffs also assisted with the review and preparation of pleadings, including the various complaints in which they are named. Plaintiffs have also each reviewed and approved the Settlement.

22. Defendant served 44 interrogatories, 170 requests for admissions, and 70 document requests on Plaintiffs Yamagata, Pelardis and Carrigan. As a result, throughout the litigation, these Plaintiffs searched for and produced supplemental documents and information in response to

1 Defendant's continuing discovery requests. Plaintiffs Yamagata, Pelardis, and Carrigan were also  
2 deposed. Each devoted a significant amount of time and effort to prepare. During their depositions,  
3 they were asked about and provided personal and private medical information.

#### 4 **IV. EXPERT WORK**

5 23. The litigation also involved substantial work with expert witnesses and consultants.  
6 In total, Plaintiffs and Defendant each provided expert declarations and reports from fifteen experts.  
7 The subjects of expert testimony included the scientific efficacy of Move Free Advanced,  
8 Defendant's marketing and advertising strategy for Move Free Advanced, consumer surveys,  
9 professional ethics, and the appropriate measure and amount of restitution and damages.

10 24. In connection with Plaintiffs' motions for class certification and Defendant's motion  
11 for summary judgment, Plaintiffs retained three expert who provided written reports. Dr. Timothy  
12 McAlindon is a rheumatologist and clinical researcher at Tufts University. Dr. McAlindon was one  
13 of the first independent researchers to conduct a high-quality clinical trial on whether glucosamine  
14 can impact joint pain or function. He has been an editor and peer-reviewer for numerous top  
15 scientific journals in the field of osteoarthritis, serves on expert panels to create evidence-based  
16 treatment guidelines, and publishes meta-analyses on treatments for osteoarthritis. Dr. McAlindon  
17 provided declarations in connection with class certification and summary judgment in which he  
18 performed systematic reviews of the scientific evidence relating to glucosamine and the other  
19 ingredients in MFA. Plaintiffs' second expert is Dr. Farshid Guilak. Dr. Guilak is a Professor of  
20 Orthopedic Surgery at Washington University and Director of Research for the Shriners Hospital  
21 for Children – St. Louis Shriners. He is renowned for his expertise and research in the etiology and  
22 pathogenesis of arthritis. He has published over 330 peer-reviewed articles, co-edited four books in  
23 the fields of osteoarthritis, tissue engineering, and biomechanics, has been the Principal Investigator  
24 of grants from the NIH, the Arthritis Foundation and others, served as President of the Orthopaedic  
25 Research Society, and is Editor-In-Chief of the Journal of Biomechanics and Associate Editor for  
26 Osteoarthritis & Cartilage. Dr. Guilak's laboratory focuses on osteoarthritis, investigating the role  
27 of biomechanical and biological factors in the onset and progression of osteoarthritis, with an  
28 emphasis on developing new therapies for its relief. Dr. Guilak tested each Move Free variation and

1 FruiteX-B alone, to determine their efficacy in healthy and unhealthy joints. Plaintiffs' third expert  
 2 in connection with class certification and summary judgment was Dr. David Madigan. Dr. Madigan  
 3 is a former professor of statistics at Columbia University, was chair of the Columbia Department of  
 4 Statistics, is a Fellow of both the Institute of Mathematical Statistics and the American Statistical  
 5 Association, was the 36th most cited mathematician worldwide from 1995-2005, and was Editor of  
 6 the highest impact journal in statistics, *Statistical Science*. Dr. Madigan has published more than  
 7 160 technical papers on statistics and biostatistics and has extensive experience with clinical trials,  
 8 including the design and analysis of pain studies. Here, Dr. Madigan analyzed the actual study data  
 9 that underlies RB's evidence supporting FruiteX-B.

10 25. In connection with Rule 26, Plaintiffs retained seven experts who provided eleven  
 11 written reports. In addition to Drs. McAlindon, Guilak, and Madigan, Plaintiffs experts included Dr.  
 12 J. Michael Dennis, a consumer survey expert, Dr. Derek Rucker, a marketing professor who  
 13 provided expert testimony on the marketing and advertising strategy for Move Free Advanced, Colin  
 14 Weir who examined retail sales data for Move Free Advanced and provided expert opinion on  
 15 potential damages, and Heather Rosing, a legal ethicist.

16 26. Defendant also produced merits reports from seven experts who provided ten written  
 17 reports. These included reports from scientists and researchers (Drs. Daniel Grande, Martin Lotz  
 18 and Luke Bucci), survey experts (Drs. On Amir and Michael Becker), marketing and damages (Dr.  
 19 Olivier Toubia), and a legal ethicist (Edward McIntyre).

## 20 **V. CLASS CERTIFICATION AND NOTICE OF PENDENCY**

21 27. On December 10, 2018, Plaintiffs filed their motion for class certification. (ECF Nos.  
 22 84-87). Class certification was strongly contested, involving 136 exhibits, declarations from retained  
 23 experts and Defendant's fact witnesses, a motion to strike evidence, and supplemental submissions.  
 24 (ECF Nos. 84-87, 89-90, 93-94, 96, 109). Following briefing and oral argument, each party  
 25 submitted two supplemental briefs. Plaintiffs sought certification of a California class for claims  
 26 under California Business & Professions Code § 17200, *et seq.* (the "UCL") and Cal. Civ. Code §  
 27 1750, *et seq.* (the "CLRA"), a California "senior class" for claims under the CLRA, and a New York  
 28 class for claims under sections 349 and 350 of the GBL. On June 5, 2019, the Court granted in part

1 and denied in part the motion for class certification. The Court granted certification of the claims  
 2 asserted by the California and New York classes, but denied certification of the California senior  
 3 class claim. (ECF No. 110).

4 28. Class certification was also obtained in the related *Carrigan* action. The motion was  
 5 fully briefed and included competing sur-replies. Defendant also moved to exclude the opinions and  
 6 expert report of one of plaintiff's experts. On October 27, 2020, the Hon. Charles R. Norgle granted  
 7 plaintiff's motion for class certification, appointed Class Counsel here as class counsel in *Carrigan*,  
 8 and certified a class of all persons who purchased MFA in Illinois for claims under section 2 of the  
 9 Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. 505/2, et seq.  
 10 (the "ICFA"). See *Carrigan v. Reckitt Benckiser, LLC*, No. 1:18-cv-07073, 2020 U.S. Dist. LEXIS  
 11 201083 (N.D. Ill. Oct. 27, 2020).

12 29. On February 14, 2020, Plaintiffs filed a motion for approval of a class notice plan to  
 13 notify the *Yamagata* class of the pendency of the action. (ECF No. 150). In connection with the  
 14 notice of pendency, Plaintiffs retained a class notice administrator. The Court granted Plaintiffs'  
 15 motion and the notice of pendency was disseminated. (ECF No. 165).

16 **VI. DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

17 30. On September 26, 2019, Defendant moved for summary judgment. Defendant argued  
 18 Plaintiffs' claims were all preempted by the federal Food, Drug and Cosmetics Act ("FDCA"), that  
 19 Plaintiffs could not prove MFA advertising was false, and that Plaintiffs' full refund theory fails  
 20 because MFA is not completely worthless as a matter of law. (ECF No. 116).

21 31. In support of its motion, Defendant submitted voluminous exhibits and declarations  
 22 from two outside science experts. Plaintiffs opposed the motion by submitting declarations from  
 23 three retained experts who evaluated the scientific evidence concerning MFA and its ingredients.  
 24 (ECF No. 119). Plaintiffs also moved to exclude the opinions and testimony from both of  
 25 Defendant's experts. (ECF Nos. 120-121). In turn, Defendant moved to exclude the opinions and  
 26 testimony from one of Plaintiffs' experts. (ECF No. 132). These respective motions to exclude were  
 27 themselves accompanied by additional expert declarations. (ECF Nos. 132-1, 139-6, 140-1, 140-2).  
 28 Evidentiary objections and responses were filed, and Plaintiffs opposed motions to seal certain

1 evidence. (ECF Nos. 131, 137, 143). On December 12, 2019, the Court held oral argument, and on  
 2 January 7, 2020, supplemental briefing was ordered. (ECF No. 144). The Parties responded to the  
 3 supplemental briefing order, submitted supplemental authority, and opposed each other's  
 4 submissions. (ECF Nos. 147-149). On March 3, 2020, the Court denied Defendant's motion for  
 5 summary judgment in its entirety. (ECF No. 164).

6 32. Defendant petitioned the Court for an order certifying for an immediate interlocutory  
 7 appeal on the preemption issues. (ECF No. 172). Plaintiffs opposed the motion. (ECF Nos. 173).  
 8 On May 18, 2020, the Court denied Defendant's motion. (ECF No. 176).

9 **VII. EXTENSIVE SETTLEMENT NEGOTIATIONS**

10 33. The Settlement is the product of extensive negotiations by well-informed Parties.  
 11 Throughout the course of this Action, before and after class certification and while engaging in  
 12 substantial discovery and motion practice, there were numerous formal and informal attempts to  
 13 reach a settlement. These attempts included use of three separate mediators, seven formal mediation  
 14 sessions, numerous informal settlement meetings between the Parties, and continued negotiations  
 15 over the last month about every aspect of the Settlement and its exhibits even after a memorandum  
 16 of understanding was reached. The Settlement is the result of serious and non-collusive negotiations  
 17 by experienced counsel, who believe it constitutes a fair, reasonable, and adequate resolution.

18 34. The first formal settlement negotiation occurred on May 2, 2018. This mediation  
 19 took place before class certification was briefed. After submitting mediation briefs, I traveled to  
 20 Chicago at Defendant's where the Parties participated in a mediation session with the Honorable  
 21 Wayne R. Anderson (Ret.) of JAMS. No settlement was reached.

22 35. On April 17, 2019, at the Parties' requested the case be assigned to Magistrate Judge  
 23 Jacqueline Corley for a settlement conference. (ECF No. 104). The settlement conference occurred  
 24 on May 22, 2019, in San Francisco. (ECF No. 108). This mediation took place after full briefing on  
 25 Plaintiffs' motion for class certification, including the exchange of science expert declarations, but  
 26 before a ruling was issued. No settlement was reached.

27 36. The Parties next participated in five full-day mediation sessions with Robert A.  
 28 Meyer, Esq. of JAMS. These mediations took place on August 25, 2020, September 1, 2020,

1 September 4, 2020, September 16, 2020, and January 5, 2021. The mediations with Mr. Meyer took  
2 place before and after class certification was obtained in *Carrigan*, before and after the completion  
3 of fact discovery, before and after Rule 26 expert reports and rebuttal reports were exchanged, and  
4 during trial preparation. In between formal mediation sessions, Mr. Meyer hosted numerous  
5 informal settlement conferences, some with Plaintiffs' Counsel only and others with both Parties  
6 present. In connection with the mediation sessions, the Parties exchanged numerous briefs and  
7 discrete-issue evidence analyses. Although a settlement was reached with Mr. Meyer during the last  
8 formal mediation session, his assistance provided a framework for the Parties to continue  
9 meaningful settlement discussions. These lengthy and complex discussions first occurred over  
10 telephone and electronic mail. The Parties then met in-person for three days of settlement meetings  
11 on January 25, 26, and 27, 2021. Following these negotiations, on the night of January 27, 2021, the  
12 Parties agreed to a settlement and executed a term sheet. Over the last month, the Parties have  
13 continued to negotiate every aspect of the Settlement agreement, its exhibits, and the class notice  
14 plan.

15 37. On March 25, 2021, the Court heard oral argument and denied the Parties' prior  
16 motion for preliminary approval. ECF No. 214. Immediately following the hearing, the Parties  
17 engaged in additional settlement negotiations. Those negotiations eventually led to the all-cash  
18 Settlement that is memorialized in this Settlement Agreement. The Parties also continued to  
19 entertain bids from settlement administrators and further negotiate prices with them, and continued  
20 working with all the various Subpoenaed Retailers to obtain Class Member contact information, and  
21 thereafter with the chosen Settlement Administrator to have the millions of Class Member records  
22 organized so class notice can be efficiently and effectively be provided to the Settlement Class.

### 23 **VIII. CLASS COUNSEL'S EXPERIENCE**

24 38. The Court previously found that my partner, Thomas J. O'Reardon II, and I were  
25 adequate to represent two single-state classes against Defendant. (ECF No. 110). As part of this  
26 Settlement, the Parties now ask the Court to reaffirm our appointment as Class Counsel for the  
27 Settlement Class.

28

1           39. My law firm specializes in the nationwide prosecution of complex class actions. As  
 2 indicated in my firm's resume, attached as **Exhibit C** to this Declaration, BHO and its attorneys,  
 3 including myself and Mr. O'Reardon, have years of experience litigating class actions alleging false  
 4 and deceptive advertising of consumer products, including dietary supplements. BHO has been  
 5 appointed lead counsel by numerous state and federal courts, including in complex and multi-district  
 6 litigation involving false advertising claims brought on behalf of consumers. Since 2010, some of  
 7 the false advertising class actions in which BHO was appointed Class Counsel include: *Sonner v.*  
 8 *Schwabe North America, Inc.* (C.D. Cal.) (false advertising of Ginkgold memory supplement); *Rikos*  
 9 *v. P&G* (S.D. Ohio) (false advertising of Align probiotic supplement); *Mullins v. Premier Nutrition*  
 10 *Corp.* (N.D. Cal.) (false advertising of glucosamine and chondroitin supplement); *In re Hydroxycut*  
 11 *Mktg. & Sales Practices Litig.* (S.D. Cal.) (false advertising of Hydroxycut weight loss supplement);  
 12 *Rosales v. FitFlop USA, LLC* (S.D. Cal.) (false advertising of toning footwear); *Johnson v. General*  
 13 *Mills, Inc.* (C.D. Cal.) (false advertising of General Mills' YoPlus probiotic); *In re Skechers Toning*  
 14 *Shoes Prods. Liab. Litig.* (W.D. Ky.) (false advertising of Skechers' toning shoe products); *In re*  
 15 *Reebok EasyTone Litig.* (D. Mass.) (false advertising of Reebok's EasyTone footwear and apparel  
 16 products); *Johns v. Bayer Corp.* (S.D. Cal.) (false advertising of Bayer's One-A-Day men's  
 17 vitamins); *Godec v. Bayer Corp.* (N.D. Ohio) (false advertising of Bayer's One-A-Day men's  
 18 vitamins); *Fitzpatrick v. General Mills, Inc.* (S.D. Fla.) (false advertising of General Mills' YoPlus  
 19 probiotic); *Nelson v. Mead Johnson Nutrition Co.* (S.D. Fla.) (false and deceptive advertising of  
 20 health benefits of baby formula products); and *Gemelas v. The Dannon Co., Inc.* (N.D. Ohio) (false  
 21 advertising of Dannon's Activia and DanActive probiotic products).

22           40. My firm has also tried, either as assisting counsel or co-counsel, class actions and I  
 23 am responsible for a number of appeals resulting in consumer protection decisions relevant to this  
 24 case. *See, e.g., Bell v. Publix Super Mkts., Inc.*, 982 F.3d 468 (7th Cir. 2020) (consumer law and  
 25 false advertising); *Kroessler v. CVS Health Corp.*, 977 F.3d 803 (9th Cir. 2020) (consumer law and  
 26 false advertising); *Rikos v. The Procter & Gamble Co.*, 799 F.3d 497 (6th Cir. 2015) (consumer law  
 27 and false advertising), *cert. denied*, 2016 U.S. LEXIS 2244 (U.S. Mar. 28, 2016); *Corvello v. Wells*  
 28 *Fargo Bank, NA*, 728 F.3d 878 (9th Cir. 2013) (consumer and banking law), *Fitzpatrick v. General*

1 *Mills, Inc.*, 635 F.3d 1279 (11th Cir. 2011), *Kwikset Corp. v. Sup. Ct.*, 51 Cal. 4th 320 (2011)  
 2 (consumer law and false advertising), *McKell v. Wash. Mutual, Inc.*, 142 Cal. App. 4th 1457 (2006),  
 3 *Kruse v. Wells Fargo Home Mortgage, Inc.*, 383 F.3d 49 (2d Cir. 2004) (consumer and banking  
 4 law), *Lebrilla v. Farmers Group, Inc.*, 119 Cal. App. 4th 1070 (2004), *Moore v. Liberty Nat'l Life*  
 5 *Ins. Co.*, 365 F.3d 408 (5th Cir. 2004) (life insurance, consumer protection and civil rights), and  
 6 *Lavie v. Procter & Gamble, Co.*, 105 Cal. App. 4th 496 (2003). I am a frequent lecturer at seminars  
 7 about class actions, consumer protection, and related issues.

## 8 **IX. THE SETTLEMENT**

### 9 **A. The Settlement Class**

10 41. The proposed Settlement Class is defined as:

11 All persons who purchased within the United States and its territories Move Free  
 12 Advanced, Move Free Advanced Plus MSM, or Move Free Advanced Plus MSM &  
 13 Vitamin D, other than solely for purposes of resale, from May 28, 2015 to the date  
 14 of the Preliminary Approval Order.

15 Excluded from the Settlement Class are: (i) jurists and mediators who are or have presided  
 16 over the Action, Plaintiffs' Counsel and Defendant's Counsel, their employees, legal  
 17 representatives, heirs, successors, assigns, or any members of their immediate family; (ii) any  
 18 government entity; (iii) Reckitt Benckiser and any entity in which Reckitt Benckiser has a  
 19 controlling interest, any of its subsidiaries, parents, affiliates, and officers, directors, employees,  
 20 legal representatives, heirs, successors, or assigns, or any members of their immediate family; and  
 21 (iv) any persons who timely opt-out of the Settlement Class.

### 22 **B. Settlement Relief**

#### 23 **1. Direct Benefits to Class Members**

24 42. Pursuant to the Settlement, Defendant will create a \$50 million, non-reversionary  
 25 Common Fund to compensate Class Members, pay for Class Notice, and any award of attorneys'  
 26 fees, expenses, and Class Representative service awards.

27 43. Class Members will receive \$22 cash for each unit of MFA they purchased. This  
 28 reimbursement amount is the average retail price paid by Class Members and so a full refund, the



1 monetary relief sought in this action. Based on data provided in discovery, which was analyzed by  
2 the parties' experts, the average retail price for MFA during the class period is about \$22.

3 44. For Class Members with proof of purchase, they can receive reimbursement for all  
4 MFA purchases. For Class Members with no proof of purchase, they may receive reimbursement  
5 for up to three purchases, which is a number that exceeds the average number of MFA purchases by  
6 Class Members. Based on data provided in discovery, which data was analyzed by the parties'  
7 experts, the average number of MFA units purchased per Class Member during the class period is  
8 about 2.6.

9 45. Depending on the amount of money left in the non-reversionary Common Fund,  
10 Class Members may receive up to three times their valid claim amount. Therefore, Class Members  
11 may receive up to \$66 cash. For Class Members who do not submit proof of purchase, but who  
12 submit a claim for three units purchased, the total potential award is \$198 cash.

13 46. To be eligible for reimbursement, Class Members need only complete and timely  
14 submit a simple Claim Form, either on the Settlement Website or by mail to the Settlement  
15 Administrator.

16 47. The Settlement Administrator will decide whether the submitted claim forms are  
17 complete and timely. Class Members are given an opportunity to correct any incomplete claim forms  
18 or to appeal the Settlement Administrator's rejection of any claim. The Settlement Administrator  
19 will fulfill all valid claims by sending cash to the Class Member. Claimants can choose to receive  
20 the Cash Payment via a physical check or digital payment such as digital MasterCard, Venmo,  
21 Amazon, or eCheck. Digital payment is very convenient for Class Members and is also less  
22 expensive than issuing checks, thereby reducing transaction costs against the Common Fund.

23 48. No portion of the Common Fund will revert to Defendant. Any funds remaining after  
24 calculating valid claims will be distributed to Claimants by increasing the amount of their valid cash  
25 up to three times the original claim amount. In the event such increased amount would exceed three  
26 times the original claim amount, a second round of class notice and an additional claim-in-  
27 opportunity will be provided to the Settlement Class. If money remains after this Supplemental  
28 Claim Deadline, the valid claims will be increased by up to three times the original claim amount.

1           49. Any money that remains, including as a result of uncashed checks, will be distributed  
 2 *cy pres* to the non-profit Orthopaedic Research Society (“ORS”). Given the large size of the cash  
 3 awards, the combined Direct Notice and Publication Notice process, the second Direct Notice and  
 4 Supplemental Claim process, and three-time upward adjustment provision, the Parties anticipate  
 5 only a small amount of remaining funds. Notwithstanding, I believe ORS is an appropriate *cy pres*  
 6 recipient in this Action. As explained in the concurrently submitted Declaration of Brenda Frederick  
 7 Re: Orthopaedic Research Society, the ORS mission is to advance education and research of  
 8 musculoskeletal conditions, specifically including osteoarthritis. There is a direct nexus between  
 9 ORS and the interests of Class Members and this litigation because Plaintiffs allege MFA was  
 10 advertised as a treatment for the symptoms of osteoarthritis.

11                           **2. Notice and Administration Costs, Attorneys’ Fees and Expenses, and**  
 12                           **Class Representative Service Awards**

13           50. Notice and administration expenses, attorneys’ fees and expenses and the Class  
 14 Representative service awards will be paid from the Common Fund.

15           51. In the fee motion to be submitted in connection with final approval, Class Counsel  
 16 will request 25% of the Common Fund, or \$12,500,000, as attorneys’ fees plus reimbursement of  
 17 costs.

18           52. The Parties did not negotiate attorneys’ fees, costs, and expenses until after they had  
 19 reached an agreement on the relief for Class Members.

20           53. To date, Plaintiffs’ Counsel’s lodestar is \$5,364,076.60. Plaintiffs’ Counsel will  
 21 incur additional lodestar and expenses in implementing the Settlement, working with the Settlement  
 22 Administrator and the subpoenaed third-party retailers, and seeing the Settlement through final  
 23 approval. Under the Settlement, Defendant will not oppose Plaintiffs’ Counsel request for  
 24 reimbursement of expenses of up to \$750,000. Although Plaintiffs’ Counsel have not yet received  
 25 all invoices for costs incurred, they anticipate their expenses will be within that amount. As will be  
 26 further detailed in the motion for attorneys’ fees and expenses, these expenses were reasonably and  
 27 necessarily incurred for filing and court fees, legal research, travel, postage, printing, experts and  
 28 consultants, mediations, disseminating the notice of pendency, depositions, and trial preparation.

1           54. Defendant also agrees not to oppose a request for Court-awarded service awards of  
2 up to \$7,500 to Plaintiffs Yamagata, Pelardis, and Carrigan, and up to \$500 to Plaintiffs Coletti,  
3 Maher, Marshall, Rawls, Steele, and Tishman. Plaintiffs' agreement to the Settlement is not  
4 conditioned in any manner on the award of a service award or its amount. Plaintiffs have agreed to  
5 a broader release of claims than the release applicable to the absent Class Members.

6           55. Each plaintiff stepped forward and volunteered to represent the Class Members. Each  
7 devoted time, effort, and resources on behalf of the Class. Defendant conducted substantial  
8 discovery of Plaintiffs Yamagata, Pelardis, and Carrigan. It served 44 interrogatories, 170 requests  
9 for admissions, and 70 document requests. As a result, Plaintiffs Yamagata, Pelardis, and Carrigan  
10 searched for and produced documents and other information concerning the actions of the plaintiffs  
11 and their contentions. Plaintiffs Yamagata, Pelardis, and Carrigan also were deposed, devoted time  
12 and effort providing information to assist in the litigation, participated in periodic telephone  
13 conferences, and reviewed and approved pleadings, including complaints and the Settlement.  
14 Plaintiffs Lori Coletti, Ann-Marie Maher, Carol Marshall, Deborah A. Rawls, Oneita Steele, and  
15 Maxine Tishman also devoted time and effort to assist in the litigation. Each reached out to and  
16 were interviewed by counsel, volunteered to serve as named plaintiffs and proposed class  
17 representatives, and reviewed and approved the complaints in which they are named. They were  
18 prepared to file a class action complaint on behalf of purchasers of states other than those covered  
19 by *Yamagata* and *Carrigan*, but the parties reached an agreement to toll their claims and those of  
20 the proposed multistate class and refrain from filing the complaint while the parties discussed  
21 settlement.

### 22           3.       **The Class Notice Program**

23           56. I have extensive experience working with class action administrators. Based on this  
24 experienced, I developed a list of administrators that I believed could handle a settlement of this  
25 size and develop a very good class notice and class member outreach program to ensure Class  
26 Members had an opportunity to participate in the Settlement and that the Common Fund would be  
27 fully spent. From this list, the Parties sought competitive bids from four settlement administrators  
28 before selecting of Epiq Class Action and Claims Solutions ("Epiq"), a claims administrator with

1 significant expertise and experience. Even after selecting Epiq, we continued to negotiate in order  
2 to reduce costs and to further refine the bid and Class Notice Program and claims administration  
3 process to reflect information as it was obtained from retailers.

4 57. The Parties have developed the Class Notice Program with the assistance of Epiq.  
5 The concurrently submitted Declaration of Cameron R. Azari Regarding Class Notice Program  
6 (“Azari Declaration”) describes in detail the various components of the proposed program.

7 58. Based on my knowledge and experience in similar class action litigation, I believe  
8 the Class Notice Program here constitutes the best notice practicable under the circumstances of this  
9 case. It informs Class Members of their rights through a comprehensive, multi-faceted plan for  
10 delivery of notice by email, U.S. mail, a settlement website, and targeted Internet media.

11 59. We also have issued subpoenas to the primary retailers of MFA: Costco Wholesale  
12 Corporation, Walmart Inc., Walgreen Co., Rite Aid Corporation, CVS Pharmacy, Inc., BJ’s  
13 Wholesale Club, Inc. and Amazon.com, Inc. (the “Subpoenaed Retailers”). These Subpoenaed  
14 Retailers are responsible for approximately 90% of the sales made to Class Members. Over the last  
15 several months, following Class Counsel’s negotiations with each of the Subpoenaed Retailers, they  
16 each gathered their individually identifiable contact information for Class Members and have now  
17 all provided that information to the Settlement Administrator. The Azari Declaration explains in  
18 detail how this retailer data will be utilized for sending direct Email Notice and Postcard Notice.

19 60. We pursued Class Member contact information from every retailer of MFA that is a  
20 club membership store (Costco, Sam’s Club, and BJ’s Wholesale), which maintain detailed sales  
21 records, and the largest online-only retailer of MFA, Amazon. Sales through Costco account for  
22 about half of the total MFA sold to Class Members, and by a wide margin is the top selling retailer  
23 of MFA. In addition to the club memberships stores, we pursued Class Member contact information  
24 from each major retailer of MFA. While these retailers do not have purchase information for all  
25 people who bought MFA, they have a significant amount of information. Following negotiations  
26 over production in compliance with the subpoenas, Walmart, Walgreens, CVS and Rite Aid have  
27 produced MFA purchaser contact information obtained through their loyalty programs and online  
28 sales to the proposed Settlement Administrator. The Settlement Administrator has eliminated

1 duplicate entries and otherwise cleaned up the data. It also had the data “reverse appended” to obtain  
 2 email addresses in those instances where email addresses were missing. As a result of all of these  
 3 efforts, I am informed by the Settlement Administrator there is direct contact information for  
 4 4,668,612 Class Members, representing 76% of the total estimated Settlement Class.

5 61. Amazon has proposed to email class notice directly to its customers. We have met  
 6 and conferred with Amazon about this and are satisfied it will adequately provide its customers with  
 7 notice. It regularly distributes class notices to its customers and believes it provides the best option  
 8 for doing so while protecting its customers’ privacy and reducing customer confusion and  
 9 dissatisfaction. As noted in the proposed order granting preliminary approval, the Parties request  
 10 and Amazon has agreed that it be ordered to send the email notice within forty-five (45) days of the  
 11 Preliminary Approval Order. Within seven (7) after sending the email notice, Amazon will provide  
 12 a declaration to Class Counsel and Defendant’s Counsel confirming compliance with the  
 13 Preliminary Approval Order and stating the total number of Class Members to whom it successfully  
 14 sent email notice as reported by Amazon’s email server.

15 62. Several courts have approved of Amazon sending similar direct email notices to its  
 16 customers, including in the following cases:

- 17 a. Order Approving Class Notice to Amazon.com Customers, *In re ARRIS Cable*  
 18 *Modem Litigation*, No. 5:17-cv-01834-LHK (N.D. Cal. Feb. 13, 2019), ECF No.  
 19 168;
- 20 b. Order Granting Stipulation to Modify Order Directing Notice to the Class, *Park*  
 21 *v. ZUFFA LLC*, No. 2:17-cv-02282-APG-VCF (D. Nev. April 4, 2018), ECF No.  
 22 76;
- 23 c. Declaration of Steven Weisbrot, Esq. of Angeion Group, LLC Re:  
 24 Implementation of Notice Program, *In re Lenovo Adware Litigation*, No. 5:15-  
 25 md-02624-HSG (N.D. Cal. Feb. 14, 2019), ECF 248-1 at Ex. D;
- 26 d. Declaration of Tammy Malley-Naslund, *Wolf v. Hewlett-Packard*, No. 5:15-cv-  
 27 01221-TJH (C.D. Cal. Sept. 4, 2018), ECF 136-8;
- 28 e. Order Approving Class Notice to Amazon Customers, *In Re Nexus 6P Prods.*

1 *Liab. Litig.*, No. 5:17-cv-02185-BLF HSG (N.D. Cal. Jun. 04, 2019), ECF No.  
2 212;

3 f. Order Approving Class Notice to Amazon, Inc. Customers, *Shin v. Plantronics,*  
4 *Inc.*, No.5:18-cv-05626-NC (N.D. Cal. Oct. 31, 2019), ECF No. 83.

5 63. Amazon reports that its past direct notice efforts have been very successful, resulting  
6 in a high percentage of emails being successfully delivered and a low percentage of emails bouncing  
7 back, which it attributes to its ongoing business relationship with its customers.

8 64. Following numerous meet and confer efforts and in response to the Court's  
9 comments and questions made during the previous hearing on preliminary approval, Amazon has  
10 now agreed to send an email notice that contains the same elements as the Email Notice being sent  
11 to the other Class Members. *See* SA, Exs. 6 (Email Notice) and 7 (Amazon Email Notice). Like the  
12 Email Notice, the Amazon Email Notice uses language and incorporates the substantive elements  
13 from the Federal Judicial Center's model summary notice.

14 **4. The Release**

15 65. Under the Settlement, each member of the Settlement Class will be deemed to have  
16 released with the exception of claims for personal injury, all claims that were or could have been  
17 asserted in the Action and that are based on the identical factual predicate of those claims in the  
18 Action, specifically that Move Free Advanced was misleadingly marketed, promoted or sold,  
19 specifically including all elements of the labelling packaging, advertisements, promotions and  
20 marketing of Move Free Advanced, including the language, presence, or absence of any disclaimers.  
21 Class Members are releasing claims based only on the identical factual predicate set forth in the  
22 Second Amended Complaint. The named Plaintiffs have agreed to a broader general release.

23 **X. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

24 66. Based on my experience, the settlement consideration, and my assessment of the  
25 risks of further litigation, I believe the Settlement meets the fair, reasonable, and adequate standard  
26 and should be approved. Both the Common Fund amount of \$50,000,000 and the individual awards  
27 of full retail price refunds represent a significant recovery of the possible damages that Plaintiffs  
28 might recover assuming success on all claims on a representative basis. The result is well within the

1 reasonable standard when considering the difficulty and risks presented by pursuing further  
2 litigation.

3 **A. The Strengths of Plaintiffs' Case and Inherent Risks of Continued Litigation**  
4 **Weigh in Favor of Preliminary Approval**

5 67. If litigation were to proceed, Plaintiffs would face substantial hurdles in obtaining  
6 and keeping a successful verdict, and any upside would be limited by the claims and remedies.  
7 Federal courts continue to develop procedural hurdles that prevent or limit determination of cases  
8 on the merits or to provide full relief to injured plaintiffs. These developments are often unexpected  
9 and often reflect changes to previously well-established law. The effect of these developments falls  
10 disproportionately on class actions, which are more procedure-bound than most other types of cases.  
11 *See, e.g., Sonner v. Premier Nutrition Corp.*, 971 F.3d 834 (9th Cir. 2020) (novel application of *Erie*  
12 Doctrine to plaintiffs seeking equitable relief in federal court).

13 68. Here, Defendant maintains a host of procedural and substantive arguments. It asserts  
14 Plaintiffs have suffered no injury because at least one active ingredient in MFA provides the  
15 promised joint health benefits. Defendant retained four scientific experts and has four other highly-  
16 credentialled fact witnesses to explain why MFA works. Defendants offered Dr. Daniel Grande,  
17 who analyzed clinical and pre-clinical evidence, and Dr. Martin Lotz, an experienced osteoarthritis  
18 researcher whose laboratory regularly conducts NIH-funded research into compounds for  
19 maintaining joint health such as glucosamine. While Plaintiffs believe the totality of the evidence  
20 demonstrates the inefficacy of MFA and its ingredients, the sheer volume and complexity of the  
21 science at issue and the high placebo rate associated with joint pain supplements that lead consumers  
22 to think they work injects substantial risk into the litigation. Defendant also argues MFA provides  
23 other benefits in arguing that full refunds are not appropriate. Even if Plaintiffs prevail at trial,  
24 Defendant likely would appeal, creating further uncertainty.

25 69. Given the uncertainties balanced against this landmark settlement, this factor favors  
26 preliminary approval.

1           **B.       The Risk, Complexity, Expense, and Duration of the Litigation**

2           70.       The Settlement provides substantial benefits to Class Members – to my knowledge,  
3 more than any other case of its kind. The guaranteed recovery obviates the risk and delay of  
4 continued litigation, trial, and appeal, which are significant factors considered in evaluating a  
5 settlement. Any continued litigation is time-consuming and expensive and may not obtain any more  
6 than is immediately available through the Settlement. These uncertainties are made worse by the  
7 pandemic. The elimination of delay and expense weighs in favor of approval.

8           **C.       The Settlement Provides Significant Relief**

9           71.       To my knowledge, the Settlement is the largest in a dietary supplement false  
10 advertising action. The \$50 million Common Fund allows for full refunds for the Settlement Class  
11 that is commensurate with the amount an individual Class Member would receive after a successful  
12 trial. The \$22 Cash Payments represents the average retail price paid by Class Members.

13           72.       Each Class Member may receive reimbursement for up to 3 purchases without proof  
14 of purchase, which is slightly higher than the 2.6 average number of purchases. Class Members are  
15 also entitled to reimbursement for all qualifying purchases where proof of purchase is presented.  
16 The Claim Form is simple and straightforward, requiring only entering the number of products  
17 purchased, selecting if you want to receive a check or digital payment and clicking submit. That is  
18 all. *See* Settlement Agreement, Exhibit 10. In the case of Class Members accessing the Claim Form  
19 by clicking the link in the Email Notice, even their names and addresses can be pre-populated on  
20 the Claim Form by entering the unique ID from their email. *See* SA, Ex. 10. The Settlement Website  
21 makes it easy to submit a Claim Form.

22           73.       If the Common Fund is not fully depleted, claimants will receive pro rata increases  
23 in compensation.

24           74.       Meanwhile, the Release is appropriately narrow. Class Members only release claims  
25 based on the identical factual predicate, as required under Ninth Circuit precedent. Likewise, there  
26 are no differences between the claims to be released and the claims alleged in the operative  
27 complaint.

28



1           75. Finally, this Settlement compares favorably to MFA's overall sales and other  
2 settlements in this area. Class Members purchased approximately 16,050,065 units of MFA  
3 nationwide during the Class Period for about \$358,879,453.

4           76. This Settlement represents the largest or among the largest recovery in a false  
5 advertising action involving a retail product. The largest previous settlements are (or include) *In re*  
6 *Skechers Toning Shoes Prods. Liab. Litig.* (W.D. Ky.) (\$40 million settlement) and *Gemelas v.*  
7 *Dannon Co., Inc.* (N.D. Ohio) (\$45 million settlement). I was Class Counsel in *Skechers* and  
8 *Dannon*. These settlements are substantially larger than other settlements in this area.

9           77. The proposed settlement is far better than a previous settlement of a very similar  
10 Move Free Advanced false advertising class action. In *Lerma v. Schiff Nutrition Int'l, Inc.*, No.  
11 11cv1056-MDD (S.D. Cal. Nov. 3, 2015) a federal court granted final approval of a \$6.51 million  
12 class action settlement that encompassed MFA and numerous other products sold by defendant.  
13 Despite the amount of the settlement, the *Lerma* settlement class was many times larger than the  
14 proposed Settlement Class here. Further, class members in *Lerma* were limited to recovering \$3 per  
15 unit purchased for up to 4 units purchased. Even with proof of purchase, class members only  
16 received \$10 per unit purchased for up to 5 units purchased. *Lerma*, ECF No. 171.

17           78. The proposed Settlement also is far better than other glucosamine joint health  
18 supplement false advertising actions. On August 25, 2016, the court in *Pearson v. Rexall Sundown,*  
19 *Inc.*, No. 1:11-cv-07972 (N.D. Ill.) (ECF Nos. 288, 344), a class action involving the number one  
20 selling, billion-dollar glucosamine product Osteo Bi-Flex, approved a \$9 million settlement  
21 providing \$8 payments to class members that was later reduced pro rata to \$2.18. Similarly, in  
22 *Hazlin v. Botanical Labs., Inc.*, No. 13cv0618-KC, 2015 U.S. Dist. LEXIS 189687 (S.D. Cal. May  
23 20, 2015), the court granted final approval of \$3.1 million settlement involving Wellesse Joint  
24 Movement Glucosamine products. *See also Gallucci v. Boiron, Inc.*, No. 11cv2039, 2012 U.S. Dist.  
25 LEXIS 157039, at \*2, 7 (S.D. Cal. Oct. 31, 2012) (\$5 million settlement in case involving falsely  
26 advertised homeopathic products with retail sales of \$65,575,194); *In re Cobra Sexual Energy Sales*  
27 *Practices Litigation*, No. 2:13-cv-05942 (C.D. Cal.) (final approval granted on April 7, 2021, of  
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**CERTIFICATE OF SERVICE**

I hereby certify that on May 12, 2021, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to counsel for defendant Reckitt Benckiser LLC to the e-mail addresses denoted on the Electronic Mail Notice List, and that I have mailed the foregoing document via the United States Postal Service to the non-CM/ECF participants indicated on the Electronic Mail Notice List.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on May 12, 2021.

*s/ Timothy G. Blood*

\_\_\_\_\_  
TIMOTHY G. BLOOD

BLOOD HURST & O'REARDON, LLP  
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619/338-1101 (fax)  
tblood@bholaw.com

BLOOD HURST & O' REARDON, LLP

# **EXHIBIT A**

1 BLOOD HURST & O'REARDON, LLP  
TIMOTHY G. BLOOD (149343)  
2 THOMAS J. O'REARDON II (247952)  
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4 619/338-1101 (fax)  
tblood@bholaw.com  
5 toreardon@bholaw.com

6 Class Counsel

7 [Additional Counsel Appear on Signature Page]

8 **UNITED STATES DISTRICT COURT**

9 **NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

10 GORDON NOBORU YAMAGATA and  
STAMATIS F. PELARDIS, individually and  
11 on behalf of all others similarly situated,

12 Plaintiffs,

13 v.

14 RECKITT BENCKISER LLC,

15 Defendant.

Case No. 3:17-cv-03529-VC

**STIPULATION OF SETTLEMENT**

**CLASS ACTION**

District Judge Vince Chhabria  
Courtroom 4, 17th Floor

Complaint Filed: June 19, 2017  
Trial Date: N/A

BLOOD HURST & O' REARDON, LLP

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**TABLE OF EXHIBITS**

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<u>Document</u>	<u>Exhibit Number</u>
Preliminary Approval Order .....	1
Final Approval Order .....	2
Final Judgment .....	3
Class Notice Program .....	4
Long-form Class Notice .....	5
Email Notice.....	6
Amazon Email Notice .....	7
Postcard Notice .....	8
Internet Banner Advertisements .....	9
Claim Form .....	10
Request for Exclusion Form.....	11

BLOOD HURST & O' REARDON, LLP

BLOOD HURST & O' REARDON, LLP

1 **I. RECITALS**

2 1. This Settlement Agreement is entered into by Plaintiffs on behalf of themselves and  
3 the Class Members, and Defendant Reckitt Benckiser, LLC. Capitalized terms used herein are  
4 defined in Section II of this Settlement Agreement or indicated in parentheses.

5 2. Subject to Court approval, the Parties stipulate and agree that, in consideration for  
6 the promises and covenants set forth in the Settlement Agreement and upon entry by the Court of a  
7 Final Judgment and Order Approving Settlement and the occurrence of the Effective Date, the  
8 Action shall be settled and compromised upon the terms and conditions contained herein.

9 3. WHEREAS, on June 19, 2017, plaintiffs Yamagata and Pelardis filed a class action  
10 complaint against Reckitt Benckiser in the United States District Court for the Northern District of  
11 California captioned *Yamagata v. Reckitt Benckiser, LLC*, Case No. 3:17-cv-03529-VC, on behalf  
12 of themselves and all other consumers who purchased Reckitt Benckiser Move Free Advanced  
13 products in California and New York; and

14 4. WHEREAS, on June 5, 2019, the Court granted plaintiffs' motion for class  
15 certification of consumers who purchased Move Free Advanced in California and New York  
16 between May 28, 2015 and the date dissemination of notice to the class begins; and

17 5. WHEREAS, on March 30, 2020, the Court denied Defendant's motion for summary  
18 judgment; and

19 6. WHEREAS, on October 22, 2018, a related class action was filed by plaintiff  
20 Maureen Carrigan against Reckitt Benckiser in the United States District Court for the Northern  
21 District of Illinois captioned *Carrigan v. Reckitt Benckiser, LLC*, Case No. 1:18-cv-07073, on behalf  
22 of herself and all other consumers who purchased Reckitt Benckiser's Move Free Advanced  
23 products in Illinois, and on October 27, 2020, the Northern District of Illinois granted certification  
24 of a class of consumers who purchased Move Free Advanced in Illinois between May 28, 2015 and  
25 the date notice is disseminated, and appointed Timothy G. Blood and Thomas J. O'Reardon II as  
26 class counsel;

27 7. WHEREAS, on September 22, 2020, a related class action complaint was served by  
28 undersigned Class Counsel as counsel for plaintiffs Lori Coletti, Ann-Marie Maher, Carol Marshall,

1 Deborah A. Rawls, Oneita Steele, and Maxine Tishman captioned *Coletti v. Reckitt Benckiser, LLC*  
2 for filing in the District of Vermont, on behalf of plaintiffs and all other consumers who purchased  
3 Reckitt Benckiser Move Free Advanced products in the United States, or in the alternative, Florida,  
4 New Jersey, North Carolina, Texas, Washington and Vermont between May 28, 2015 and the date  
5 notice is disseminated, which claims were tolled pursuant to agreement of the Parties; and

6 8. WHEREAS, on March 2, 2021, Plaintiffs filed a Second Amended Class Action  
7 Complaint in the Northern District of California alleging a nationwide class and including  
8 Yamagata, Pelardis, Carrigan, Coletti, Maher, Marshall, Rawls, Steele, and Tishman as named  
9 plaintiffs; and

10 9. WHEREAS, the Parties have engaged in substantial litigation and discovery,  
11 including expert discovery and were about to file pretrial motions in advance of a March 22, 2021  
12 trial in this Court. In the course of litigation and in preparation for trial: (i) Plaintiffs' Counsel  
13 reviewed over 303,000 pages of hard-copy and electronic documents produced by Reckitt  
14 Benckiser; (ii) over 7,500 pages of documents obtained as the result of subpoenas Plaintiffs' Counsel  
15 served on third party retailers of Move Free Advanced, Defendant's ingredient supplier, and  
16 scientists and researchers who conducted studies on Move Free Advanced; (iii) Plaintiffs' Counsel  
17 submitted 9 expert declarations in connection with class certification, summary judgment and  
18 motions to exclude testimony, and 11 expert reports pursuant to Federal Rule of Civil Procedure 26  
19 from seven experts on issues relating to advertising and marketing, scientific evidence on the  
20 inefficacy of Move Free Advanced, and damages; (iv) Defendant's Counsel submitted 10 expert  
21 reports and declarations pursuant to Federal Rule of Civil Procedure 26 from eight experts on the  
22 above issues; (v) the Parties collectively deposed 30 witnesses (25 by Plaintiffs and 5 by Defendant);  
23 and (vi) the Parties have engaged in extensive motion practice, including class certification and  
24 summary judgment; and

25 10. WHEREAS, the Parties participated in seven formal and numerous informal  
26 mediation and settlement negotiation sessions, including before the Honorable Wayne R. Anderson  
27 (Ret.) on May 2, 2018, with the Hon. Jacqueline Corley on May 22, 2019, and with Robert A. Meyer,  
28 Esq. on August 25, 2020, September 1, 2020, September 4, 2020, September 16, 2020, and January



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1 5, 2021. Throughout the course of mediation efforts, the Parties were simultaneously engaging in  
2 the discovery and litigation efforts described above; and

3 11. WHEREAS, Class Counsel have determined that a settlement of the Action on the  
4 terms reflected in this Settlement Agreement is fair, reasonable, adequate, and in the best interests  
5 of Plaintiffs and the Settlement Class; and

6 12. WHEREAS, Reckitt Benckiser, to avoid costs, disruption and distraction of further  
7 litigation, and without admitting the truth of any allegations made in or related to the Action, or any  
8 liability with respect thereto, has concluded that it is desirable that the claims against it be settled  
9 and dismissed on the terms in this Settlement Agreement;

10 13. NOW, THEREFORE, this Settlement Agreement is entered into by and among the  
11 Parties, by and through their respective counsel and representatives, and the Parties agree that: (1)  
12 upon the Effective Date, the Action and all Released Claims shall be fully, finally, and forever  
13 settled and compromised as between Plaintiffs and the Settlement Class on the one hand, and Reckitt  
14 Benckiser on the other hand; and (2) upon final approval of the Settlement Agreement, the Final  
15 Judgment and Order Approving Settlement, shall be entered dismissing the Action with prejudice  
16 and releasing all Released Claims against the Released Parties.

17 **II. DEFINITIONS**

18 As used in this Settlement Agreement and the attached exhibits the following terms shall  
19 have the meanings set forth below, unless this Settlement Agreement specifically provides  
20 otherwise:

21 1. "Action" means *Yamagata v. Reckitt Benckiser, LLC*, Case No. 3:17-cv-03529-VC  
22 (N.D. Cal.).

23 2. "Attorneys' Fees and Expenses" means such funds as may be awarded by the Court  
24 to compensate and reimburse Class Counsel and all other Plaintiffs' Counsel for work performed in  
25 this matter, as set forth in Section IX of this Settlement Agreement.

26 3. "Cash Payment" means the cash settlement awards paid to eligible Claimants as set  
27 forth in Section IV of this Settlement Agreement.

28 4. "Claim" means a request for a Cash Payment on a Claim Form submitted to the

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1 Settlement Administrator in accordance with the terms of this Settlement Agreement.

2 5. "Claimant" means a Class Member who submits a Claim.

3 6. "Claim Form" means the document to be submitted by a Claimant requesting a Cash  
4 Payment that is substantially in the form of Exhibit 10 (modified as necessary only to provide full  
5 clarity to Claimants of their Cash Payment and conform to the requirements of on-line submission.)

6 7. "Claim Deadline (Original)" or "Original Claim Deadline" means the date by which  
7 all Claim Forms must be postmarked or submitted online to the Settlement Administrator to be  
8 considered timely. The Original Claim Deadline shall be 10 days after the date first set by the Court  
9 for the Final Approval Hearing, unless the Parties agree to a longer period.

10 8. "Claim Deadline (Supplemental)" or "Supplemental Claim Deadline" means an  
11 additional 60 days after the Original Claim Deadline for Class Members to submit Claims in the  
12 event the Net Fund would exceed the value of the aggregate Claims after pro rata upward adjustment  
13 as described in Section IV.4 below.

14 9. "Class Counsel" means Timothy G. Blood and Thomas J. O'Reardon II of Blood  
15 Hurst & O'Reardon, LLP.

16 10. "Class Member" means a member of the Settlement Class.

17 11. "Class Member Household" means all persons who share a single physical address.  
18 For all persons who are a legal entity, such as a corporation, partnership, business organization or  
19 association, or any other type of legal entity, there can be only one physical address for purposes of  
20 this settlement even if the entity has multiple offices or locations.

21 12. "Class Notice" means, collectively, the Long-form Class Notice, Email Notice,  
22 Amazon Email Notice, Postcard Notice, and Internet Banner Advertisements substantially in the  
23 forms of Exhibits 5, 6, 7, 8, and 9, and as discussed in Section VI of this Settlement Agreement.

24 13. "Class Notice Program" means the dissemination of Class Notice as described in  
25 Section IV.C below and as described in Exhibit 4.

26 14. "Class Period" means May 28, 2015, to the date the Preliminary Approval Order is  
27 entered.

28 15. "Class Representatives" or "Plaintiffs" means Gordon Noboru Yamagata, Stamatis

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1 F. Pelardis, Maureen Carrigan, Lori Coletti, Ann-Marie Maher, Carol Marshall, Deborah A. Rawls,  
2 Oneita Steele, and Maxine Tishman.

3 16. "Common Fund" means the sum of fifty million dollars (\$50,000,000) to be  
4 distributed in the following order: to compensate Plaintiffs' Counsel their fees and expenses, as  
5 awarded by the Court; to pay Class Representative service awards, as awarded by the Court; to pay  
6 the Settlement Administrator for notice and settlement administration costs; to provide the Cash  
7 Payment to Class Members; and to the Cy Pres Recipient.

8 17. "Court" means the United States District Court for the Northern District of  
9 California, the Honorable Vince Chhabria presiding.

10 18. "Cy Pres Recipient" means the Orthopaedic Research Society.

11 19. "Defendant" or "Reckitt Benckiser" means Reckitt Benckiser LLC.

12 20. "Defendant's Counsel" or "Reckitt Benckiser's Counsel" means Perkins Coie LLP  
13 and Manatt, Phelps & Philips LLP.

14 21. "Direct Notice" means distribution of Class Notice by e-mail (if an e-mail address is  
15 available) or if not, by first class mail through the United States Postal Service to Class Members  
16 who can be identified in the records of third-party retailers, Reckitt Benckiser, or otherwise.

17 22. "Effective Date" means the later in time of: (a) the date on which the time to appeal  
18 has expired if no appeal has been taken from the Final Judgment and Order Approving Settlement;  
19 (b) in the event that an appeal or other effort to obtain review has been initiated, the date after such  
20 appeal or other review has been finally concluded and is no longer subject to review; or (c) if Class  
21 Counsel and Defendant agree in writing, any other agreed date that is earlier than the Effective Date  
22 as calculated according to subparagraphs (a) and (b) above.

23 23. "Final Approval Hearing" means the hearing to be conducted by the Court on such  
24 date as the Court may order to determine the fairness, adequacy, and reasonableness of the  
25 Settlement Agreement.

26 24. "Final Judgment and Order Approving Settlement" means, collectively, the Final  
27 Judgment and Final Order Approving Settlement to be entered by the Court approving the settlement  
28 as fair, adequate, and reasonable, confirming the certification of the Settlement Class, and issuing

1 such other findings and determinations as the Court and/or the Parties deem necessary and  
2 appropriate to implement the Settlement Agreement. The Final Judgment and Order Approving  
3 Settlement shall be substantially in the form of Exhibits 2 and 3.

4 25. "Internet Banner Advertisements" means the form of online legal notice, as approved  
5 by the Court, containing a hyperlink to the Claim Form section of the Settlement Website, to be  
6 distributed by the Settlement Administrator according to the Class Notice Program. The Internet  
7 Banner Advertisements shall be substantially in the form of Exhibit 9.

8 26. "Long-form Class Notice" means the legal notice of the terms of the proposed  
9 Settlement, as approved by the Court, to be distributed according to the Class Notice Program. The  
10 Long-form Class Notice shall be substantially in the form of Exhibit 5.

11 27. "Move Free Advanced" means the products marketed and distributed by Reckitt  
12 Benckiser called Move Free Advanced, Move Free Advanced Plus MSM, and Move Free Advanced  
13 Plus MSM & Vitamin D.

14 28. "Net Fund" means the amount remaining in the Common Fund after payment of  
15 Attorneys' Fees and Expenses, Class Representative Service Awards, and Notice and Claim  
16 Administration Expenses.

17 29. "Notice and Claim Administration Expenses" means costs and expenses incurred by  
18 the Settlement Administrator, including all notice expenses, the costs of administering the Class  
19 Notice Program, and the costs of processing and distributing all the Cash Payment to Claimants.

20 30. "Notice Date" means the date by which the Settlement Administrator shall  
21 commence dissemination of the Class Notice, which shall be within forty-five (45) days from the  
22 Preliminary Approval Order, unless the Parties agree to a different date, subject to Court approval.

23 31. "Objection Date" means the date by which Class Members must file and serve  
24 objections to the Settlement Agreement and shall be no later than fourteen (14) days before the date  
25 first set for the Final Approval Hearing.

26 32. "Opt-Out Date" means the postmark date by which a Request for Exclusion must be  
27 submitted to the Settlement Administrator, and shall be no later than fourteen (14) days before the  
28 date first set for the Final Approval Hearing.

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1           33.     “Parties” means the Plaintiffs and Defendant in this Action.

2           34.     “Plaintiffs’ Counsel” means Blood, Hurst & O’Reardon, LLP, Altair Law, Barnow  
3 and Associates, P.C., and Carlson Lynch Sweet Kilpela & Carpenter, LLP.

4           35.     “Preliminary Approval Order” means the order to be entered by the Court  
5 conditionally certifying the Settlement Class, preliminarily approving the Settlement Agreement,  
6 setting the date of the Final Approval Hearing, appointing Class Counsel for the Settlement Class,  
7 approving the Class Notice Program and forms of Class Notice, and setting the Opt-Out Date,  
8 Objection Date, and Notice Date, the proposed form of which is attached as Exhibit 1.

9           36.     “Proof of Purchase” means a receipt or retailer record showing the Claimant  
10 purchased Move Free Advanced during the Class Period and the number of bottle or amount  
11 purchased.

12           37.     “Publication Notice” means distribution of the Class Notice as described in Section  
13 VI.C.2, including through the Internet Banner Advertisements.

14           38.     “Released Claims” means, with the exception of claims for personal injury, all claims  
15 that were or could have been asserted in the Action and that are based on the identical factual  
16 predicate of those claims in the Action, specifically that Move Free Advanced was misleadingly  
17 marketed, promoted or sold, specifically including all elements of the labelling packaging,  
18 advertisements, promotions and marketing of Move Free Advanced, including the language,  
19 presence, or absence of any disclaimers. Class Members are releasing claims based only on the  
20 identical factual predicate set forth in the Second Amended Complaint.

21           39.     “Released Party” or “Released Parties” means Defendant and its parents,  
22 subsidiaries, divisions, departments, agents, and affiliates, and any and all of its past and present  
23 officers, directors, employees, stockholders, agents, successors, attorneys, insurers, representatives,  
24 licensees, licensors, subrogees, and assigns, including, but not limited to Reckitt Benckiser LLC and  
25 RB Health (US) LLC as well as any third-party retailers, re-sellers, or suppliers of Move Free  
26 Advanced.

27           40.     “Releasing Party” means Plaintiffs and each Class Member.

28           41.     “Request for Exclusion” means the written communication that must be submitted to

1 the Settlement Administrator and postmarked on or before the Opt-Out Date by a Class Member  
 2 who wishes to be excluded from the Settlement Class. A Request for Exclusion form that is  
 3 substantially in the form of Exhibit 11 shall be made available on the Settlement Website where it  
 4 can also be submitted.

5 42. “Settlement Administrator” means Epiq Class Action and Claims Solutions, the  
 6 entity retained by the Parties and approved by the Court to design, consult on, and implement the  
 7 Class Notice Program for disseminating Class Notice, administer and send the Cash Payment to  
 8 eligible Claimants, and perform overall administrative functions.

9 43. “Settlement Agreement” means this Stipulation of Settlement (including all Exhibits  
 10 attached to this Stipulation of Settlement).

11 44. “Settlement Class” means all persons who purchased within the United States and its  
 12 territories Move Free Advanced, Move Free Advanced Plus MSM, or Move Free Advanced Plus  
 13 MSM & Vitamin D, other than solely for purposes of resale, from May 28, 2015 to the date of the  
 14 Preliminary Approval Order. Excluded from the Settlement Class are: (i) jurists and mediators who  
 15 are or have presided over the Action, Plaintiffs’ Counsel and Defendant’s Counsel, their employees,  
 16 legal representatives, heirs, successors, assigns, or any members of their immediate family; (ii) any  
 17 government entity; (iii) Reckitt Benckiser and any entity in which Reckitt Benckiser has a  
 18 controlling interest, any of its subsidiaries, parents, affiliates, and officers, directors, employees,  
 19 legal representatives, heirs, successors, or assigns, or any members of their immediate family; and  
 20 (iv) any persons who timely opt-out of the Settlement Class.

21 45. “Settlement Costs” means: (i) all Notice and Claim Administration Expenses; (ii)  
 22 any award of Attorneys’ Fees and Expenses to Class Counsel approved by the Court; and (iii) any  
 23 service award to the Class Representatives approved by the Court.

24 46. “Settlement Website” means the Internet website to be created and maintained for  
 25 this settlement by the Settlement Administrator to provide information to the public and the  
 26 Settlement Class about this Settlement Agreement.

27 Capitalized terms used in this Settlement Agreement, but not defined in Section II, shall have  
 28 the meanings ascribed to them elsewhere in this Settlement Agreement.

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1 **III. CLASS CERTIFICATION AND AMENDED COMPLAINT**

2 **A. Certification of the Settlement Class**

3 As part of the motion for preliminary approval of the Settlement Agreement, Plaintiffs will  
4 seek preliminary certification of the Settlement Class. Defendant consents, solely for purposes of  
5 settlement, to the certification of the Settlement Class, to the appointment of Class Counsel, and to  
6 the approval of Plaintiffs as suitable representatives of the Settlement Class; provided, however, that  
7 if the Court fails to approve this Settlement Agreement or the Settlement Agreement otherwise fails  
8 to be consummated, then Defendant shall retain all rights it had, including the right to object to the  
9 maintenance of the Action as a class action.

10 **B. Filing of Amended Complaint**

11 Plaintiffs shall file a Second Amended Class Action Complaint with Defendant's written  
12 consent pursuant to Federal Rule of Civil Procedure 15(a)(2) that will contain a class definition to  
13 conform to this Settlement Agreement.

14 **IV. SETTLEMENT RELIEF**

15 1. The Notice and Claims Procedure shall comply with the Court's Standing Order for  
16 Civil Cases.

17 2. Class Members who submit a timely valid Claim Form will receive a Cash Payment.

18 3. The Cash Payment

19 a. Class Members can receive twenty-two dollars (\$22) for each bottle of a  
20 Move Free Advanced product purchased during the Class Period.

21 b. Class Members who do not provide Proof of Purchase can receive the Cash  
22 Payment for up to three (3) bottles of Move Free Advanced per Class Member Household.

23 c. Class Members who provide Proof of Purchase can receive the Cash Payment  
24 of twenty-two dollars (\$22) for each documented purchase of a bottle of Move Free Advanced per  
25 Class Member Household beyond three (3) bottles.

26 d. The Cash Payment is subject to a pro rata increase or decrease depending  
27 upon the amount remaining in the Net Fund after all eligible Claims are determined, as described in  
28 Section IV.5.

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1           4.       Pro Rata Adjustments, the Supplemental Claim Deadline, and Cy Pres Contribution.

2           a.       If the amount of the Net Fund is less than the aggregate amount of valid  
3 Claims submitted in accordance with the Original Claim Deadline, each Claim for a Cash Payment  
4 shall be reduced on a pro rata basis.

5           b.       If the amount of the Net Fund exceeds the aggregate amount of valid Claims  
6 submitted in accordance with the Original Claim Deadline, the Settlement Administrator will  
7 determine if increasing each valid Cash Payment Claim by up to three (3) times the claimed amount  
8 will exhaust the Net Fund. If so, amounts paid on Claims will be increased pro rata up to three (3)  
9 times the claimed amounts.

10           c.       If, however, the amount of the Net Fund after a pro-rata increase of three (3)  
11 times the original claimed amounts would still exceed the aggregate amount of those upward  
12 adjusted valid Claims submitted in accordance with the Original Claim Deadline, then then the  
13 Original Claim Deadline shall be extended for all Class Members by sixty (60) days (and this fact  
14 shall be prominently updated on the homepage of the Settlement Website) and Direct Notice will be  
15 provided to those Class Members who did not submit a Claim in accordance with the Original Claim  
16 Deadline and for whom Direct Notice may be provided. This Direct Notice will inform these Class  
17 Members that they have an additional sixty (60) days (the Supplemental Claim Deadline) to submit  
18 a Claim Form to receive the Cash Payment.

19           d.       If the amount of the Net Fund still exceeds the aggregate amount of valid  
20 Claims after the processes described in Section IV.5(a), (b), and (c), the amounts paid on all valid  
21 Claims will be further increased pro rata up until the Net Fund is exhausted.

22           e.       At the time of disbursement, each Claimant will receive an email and/or  
23 mobile phone text providing the Claimant with several digital options to immediately receive the  
24 Cash Payment, such as a digital MasterCard, Venmo, Amazon, or eCheck. At that time, the Claimant  
25 may also request a physical check.

26           f.       Cash Payment checks will be valid for ninety (90) days. Any amount  
27 remaining in the Net Fund as a result of Cash Payment checks that remain uncashed more than  
28 ninety (90) days after the date on the check, or as a result of Cash Payment checks returned with no



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1 forwarding address and for which a current address cannot be reasonably obtained, and any  
2 remaining funds that the Settlement Administrator was unable to distribute, will be paid to the Cy  
3 Pres Recipient. Any Class Member who fails to negotiate the check within the ninety (90) day period  
4 forever waives and releases his or her claim for payment of the amount represented by the Cash  
5 Payment check. In addition to Cash Payment checks, Cash Payments may be provided to Class  
6 Members electronically through established electronic payment services such as digital MasterCard,  
7 Venmo, Amazon, or eCheck as requested by Class Members.

8 5. Release of the Common Fund

9 a. Plaintiffs' Motion for Attorneys' Fees and Expenses shall be filed at least 30  
10 days before the deadline for objecting to the Settlement.

11 b. Within fourteen days (14) days following entry of a Final Approval Order,  
12 the Defendant shall pay the Settlement Administrator and the Settlement Administrator shall pay to  
13 Class Counsel their Attorneys' Fees and Expenses (net of any amount to be withheld by the Court  
14 until after Post-Distribution Accounting pursuant to the Court's Standing Order for Civil Cases) as  
15 awarded by the Court, provided that Class Counsel shall be obligated to return to the Common Fund  
16 any fees or expenses if the amount awarded by the Court is reduced prior to the Effective Date.

17 c. At least fourteen (14) days prior to the Effective Date, calculated assuming  
18 there are no appeals, Defendant shall deposit the amount of the Net Fund into a qualified settlement  
19 account.

20 d. On the Effective Date, the Net Fund will be made available to pay the Court-  
21 approved Class Representative Service Awards and to pay Class Members' Claims for the Cash  
22 Payment benefit.

23 e. Within twenty-one (21) days after distribution of the Cash Payment to  
24 Claimants, Class Counsel will file a Post-Distribution Accounting as described in the Northern  
25 District's Procedural Guidance for Class Action Settlements and in the Court's Standing Order for  
26 Civil Cases.

27 f. Upon order of the Court following submission of the Post-Distribution  
28 Accounting, the remainder of the Attorneys' Fees and Expenses, if any, shall be paid to Class

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1 Counsel.

2 **V. CLAIM FORM SUBMISSION, REVIEW AND PAYMENT**

3 1. To be eligible to receive the Cash Payment, Class Members must submit a valid and  
4 timely Claim Form. Claim Forms may be submitted either by mail or electronically through the  
5 Settlement Website and if submitted by mail must be postmarked or submitted electronically on or  
6 before the Original Claim Deadline (or the Supplemental Claim Deadline, if applicable).

7 2. Claim Forms will be available for online submission on the Settlement Website,  
8 available for download from the Settlement Website, and upon request, will be mailed or emailed  
9 to Class Members by the Settlement Administrator. Hard copy Claim Forms may be submitted to  
10 the Settlement Administrator by U.S. mail or other regularly maintained mail delivery service.

11 3. The Settlement Administrator shall review Claims to determine if the Claimant has  
12 substantially complied with the instructions on the Claim Form and process the Claim accordingly.  
13 The Settlement Administrator shall make final decisions on whether a Claim is valid subject to the  
14 agreement of Class Counsel and Defendant's Counsel.

15 4. Failure to provide all information requested in the Claim Form will not automatically  
16 result in nonpayment of the Claim. Instead, the Settlement Administrator will take all adequate and  
17 customary steps to determine the Class Member's eligibility for payment based on the information  
18 contained in the Claim Form, and such other reasonably available information from which eligibility  
19 for settlement benefits can be determined.

20 5. The Settlement Administrator's review of Claims will be in accordance with standard  
21 fraud detection practices regularly employed by the Settlement Administrator to prevent the  
22 approval and payment of Claims that are fraudulent or invalid.

23 6. Claimants entitled to receive the Cash Payment will be given the option of receiving  
24 payment electronically or mailed a check by first class mail to the address on Claim Form. Payments  
25 will be mailed upon the occurrence of the Effective Date and within seven (7) days after the process  
26 described in Section IV.5 is completed.

27 7. Class Counsel will submit a Post-Distribution Accounting that addresses all relevant  
28 items in the Court's Standing Order, including a full description of the Settlement distribution

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1 (covering the elements in the Standing Order) and a Proposed Order releasing the remainder of the  
2 Attorneys Fees and Costs.

3 **VI. ADMINISTRATION AND CLASS NOTICE**

4 **A. Settlement Administrator**

5 1. Subject to Court approval, the Parties shall retain Epiq Class Action and  
6 Claims Solutions to help implement the terms of the Settlement Agreement.

7 2. The Settlement Administrator will be tasked with conducting matters relating  
8 to the administration of this Settlement Agreement, as set forth herein. Those responsibilities  
9 include, but are not limited to (1) arranging for dissemination of the Publication Notice and Direct  
10 Notice, (2) mailing or arranging for the mailing, emailing or other distribution of the Class Notice  
11 and the Cash Payment to Claimants, (3) handling returned mail and email not delivered to Class  
12 Members, (4) making any additional mailings required under the terms of this Settlement  
13 Agreement, (5) answering written inquiries from Class Members and/or forwarding such inquiries  
14 to Class Counsel or their designee, (6) receiving and maintaining on behalf of the Court and the  
15 Parties any Class Member correspondence and Requests for Exclusion from the Settlement, (7)  
16 establishing the Settlement Website that posts the operative complaint, Settlement Agreement, the  
17 Class Notice, and other related documents, (8) sending notification of any deficiency in any Claim  
18 Form to permit a Claimant to cure any such deficiency, (9) establishing and maintaining a toll-free  
19 telephone number that will provide settlement-related information to Class Members, and (10)  
20 otherwise assisting with administration of the Settlement Agreement.

21 3. The contract with the Settlement Administrator shall obligate the Settlement  
22 Administrator to abide by the following performance standards:

23 a. The Settlement Administrator shall accurately and neutrally describe,  
24 and shall train and instruct its employees and agents to accurately and objectively describe, the  
25 provisions of this Settlement Agreement in communications with Class Members; and

26 b. The Settlement Administrator shall provide prompt, accurate and  
27 objective responses to inquiries from Class Counsel or their designee, Reckitt Benckiser and/or  
28 Reckitt Benckiser's Counsel.

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1           **B.       Class Notice**

2                   1.       Class Notice: The Class Notice forms will include a Long-form Class Notice,  
3 Email Notice, Amazon Email Notice, Postcard Notice, and Internet Banner Advertisements  
4 disseminated in connection with the Publication Notice.

5                   2.       The Long-form Class Notice available on the Settlement Website and to be  
6 sent to Class Members at their request shall be in substantially the form of Exhibit 5. The Long-  
7 form Class Notice shall be available in English and Spanish. At a minimum, the Long-form Class  
8 Notice shall:

9                           a.       include a short, plain statement of the background of the Action and  
10 the proposed Settlement Agreement;

11                           b.       describe the proposed settlement relief as set forth in this Settlement  
12 Agreement;

13                           c.       inform Class Members that, if they do not exclude themselves from  
14 the Settlement Class, they may be eligible to receive relief;

15                           d.       describe the procedures for participating in the Settlement, including  
16 all applicable deadlines, and advise Class Members of their rights to submit a Claim to be eligible  
17 to receive a Cash Payment under the Settlement Agreement;

18                           e.       explain the scope of the Release;

19                           f.       state that any Cash Payment to Class Members is contingent on the  
20 Court's final approval of the Settlement Agreement;

21                           g.       state the identity of Class Counsel and the amount sought in attorneys'  
22 fees and expenses and Class Representative service awards;

23                           h.       explain the procedures for opting out of the Settlement Class  
24 including the applicable deadline for opting out;

25                           i.       explain the procedures for objecting to the Settlement Agreement  
26 including the applicable deadline; and

27                           j.       explain that any judgment or orders entered in the Action, whether  
28 favorable or unfavorable to the Settlement Class shall include and be binding on all Class Members

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1 who have not been excluded, even if they have objected to the proposed Settlement Agreement and  
2 even if they have another claim, lawsuit, or proceeding pending against Defendant.

3           3.       Email Notice, Amazon Email Notice and Postcard Notice: The Email Notice,  
4 Amazon Email Notice and Postcard Notice shall be in substantially the form of Exhibits 6, 7 and 8,  
5 and shall include the web address of the Settlement Website and a telephone number for the  
6 Settlement Administrator, a description of the Settlement Class, a description of relief available to  
7 the Settlement Class and the Original Claim Deadline (or any Supplemental Claim Deadline), and  
8 an explanation of the right to object and/or opt-out of the Settlement Class and the deadlines to  
9 exercise these rights.

10           4.       Internet Banner Advertisements: The Settlement Administrator will design  
11 and implement a geographic and contextual targeting digital and social media campaign that utilizes  
12 Internet Banner Advertisements (substantially in the form of Exhibit 9) that contain an embedded  
13 hyperlink directing Class Members directly to the Claim Form link on the Settlement Website.

14           5.       Website Notice: The Settlement Website shall be created and maintained by  
15 the Settlement Administrator. The Settlement Website shall be available in English and Spanish.  
16 The Settlement Website shall be activated no later than the Notice Date and shall remain active until  
17 sixty (60) days after the settlement benefits are distributed to Claimants. The URL of the Settlement  
18 Website will be "[www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com)." The Settlement Administrator shall  
19 post the Long-form Class Notice, a copy of this Settlement Agreement and its Exhibits, the  
20 Preliminary Approval Motion, the Preliminary Approval Order, the operative complaint, the Motion  
21 for Final Approval and Motion for Attorneys' Fees and Expenses, the Final Approval Order,  
22 answers to frequently asked questions, the number for the toll-free hotline maintained by the  
23 Settlement Administrator for this Settlement, Settlement-related deadlines, and any other materials  
24 or information the Parties agree to include on the Settlement Website. These documents shall be  
25 available on the Settlement Website for as long as the Settlement Website is active.

26           6.       Class Action Fairness Act Notice: Reckitt Benckiser shall work with the  
27 Settlement Administrator to comply with all notice requirements imposed by 28 U.S.C. § 1715(b)  
28 ("CAFA Notice").

1           **C.       Dissemination of Class Notice**

2           1.       Direct Notice: The Email Notice, Amazon Email Notice or Postcard Notice  
3 (as applicable), shall be sent via email, or for those Class Members for whom an email address is  
4 not available but a physical address is available, then via the United States Postal Service, to every  
5 Class Member who can be identified in the records of (1) third-party retailers, (2) Reckitt Benckiser,  
6 or (3) otherwise, including but not limited to Class Members who directly purchased Move Free  
7 Advanced from the schiffvitamins.com website or registered a purchase of Move Free Advanced  
8 with Reckitt Benckiser through the Schiff Move Free Rewards program or otherwise. Reckitt  
9 Benckiser shall provide the Settlement Administrator any of the aforementioned Class Member  
10 contact information it possesses. Direct Notice will be sent on the Notice Date, and if applicable,  
11 again to those Class Members who did not submit a Claim in accordance with the Original Claim  
12 Deadline. Prior to the Notice Date, the Settlement Administrator shall employ its regular data  
13 processing and data cleaning procedures on the records (names/addresses) for the Direct Notice.  
14 The Settlement Administrator shall design the Direct Notice (for both delivery by U.S. mail and by  
15 email) in such a manner as to enhance the likelihood that it will be opened or viewed by the Class  
16 Member. After posting of the Postcard Notice by the Settlement Administrator with the United  
17 States Postal Service, for any such mailed notices returned as undeliverable, the Settlement  
18 Administrator shall utilize the National Change of Address registry in an attempt to obtain better  
19 addresses for such returned mail notices, and should that registry show a more current address, the  
20 Settlement Administrator shall send the returned Postcard Notice to the more current address. The  
21 Settlement Administrator will promptly resend any Postcard Notice that is returned as undeliverable  
22 with a forwarding U.S. mail or email address to such forwarding address.

23           2.       Publication Notice: The Email Notice, or a variation of the Email Notice  
24 suitable for the manner of the specific publication, shall be published no later than the Notice Date.  
25 As detailed in the Class Notice Program (Exhibit 4), publication will include a combination of  
26 national print and online publications and outlets, including effective online advertising (including  
27 using the Internet Banner Advertisements and through sponsored search text ads on search engines  
28 such as Google, Yahoo, and Bing), and with the Settlement Administrator using accepted reach

1 methodology to reach the Settlement Class.

2 3. Website Notice: No later than the Notice Date, the Settlement Administrator  
3 will post the Long-form Class Notice on the Settlement Website, and shall post the additional  
4 documents and information discussed in Section VI.B.5 above as they become available. Such  
5 documents and information may also be posted on Class Counsel’s website and Plaintiffs’ Counsel’s  
6 websites at their option.

7 4. Toll-Free Telephone Number: No later than the Notice Date, the Settlement  
8 Administrator shall establish a toll-free telephone number that will provide Settlement-related  
9 information to Class Members via interactive voice recording with a live operator option.

10 5. Upon Request: The Long-form Class Notice and Claim Form shall also be  
11 sent via electronic mail or regular mail to Class Members who so request.

12 **VII. OBJECTIONS AND REQUESTS FOR EXCLUSION**

13 **A. Objections**

14 1. Any Class Member who intends to object to the fairness of the Settlement  
15 Agreement must do so in writing no later than the Objection Date. The written objection must be  
16 filed with the Court and served on Class Counsel and Defendant’s Counsel no later than the  
17 Objection Date. The written objection must include: (a) a heading which refers to the Action; (b)  
18 the objector’s name, address, telephone number and, if represented by counsel, the name, address,  
19 and telephone number of his/her counsel; (c) a statement under oath that the objector is a Class  
20 Member; (d) a statement whether the objector intends to appear at the Final Approval Hearing, either  
21 in person or through counsel; (e) a statement of the objection and the specific grounds supporting  
22 the objection; (f) a statement whether the objection applies only to the objector, to a specific subset  
23 of the class, or to the entire class; (g) copies of any papers, briefs, or other documents upon which  
24 the objection is based; and (h) the objector’s handwritten, dated signature (the signature of objector’s  
25 counsel, an electronic signature, and the annotation “/s” or similar annotation will not suffice).

26 2. Any Class Member who files and serves a written objection, as described  
27 above, may appear at the Final Approval Hearing, either in person or through counsel hired at the  
28 Class Member’s expense, to object to any aspect of the fairness, reasonableness, or adequacy of this

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1 Settlement Agreement. Class Members or their attorneys who intend to make an appearance at the  
2 Final Approval Hearing must serve a notice of intention to appear on Class Counsel and Defendant's  
3 Counsel, and file the notice of appearance with the Court, no later than seven (7) days before the  
4 Final Approval Hearing, or as the Court may otherwise direct. The written notice and objection  
5 requirements may be excused by the Court upon a showing of good cause.

6 3. Absent a showing of good cause, any Class Member who fails to substantially  
7 comply with the provisions of Sections VII.A.1-2 above shall waive and forfeit any and all rights  
8 he or she may have to appear separately and/or to object and shall be bound by all of the terms of  
9 this Settlement Agreement and by all proceedings, orders and judgments, including, but not limited  
10 to, the Release, in the Action.

11 **B. Requests for Exclusion**

12 1. Any member of the Settlement Class may request to be excluded from the  
13 Settlement Class. A Class Member who wishes to opt out of the Class must do so no later than the  
14 Opt-Out Date. To opt out, a Class Member must send to the Settlement Administrator a written  
15 Request for Exclusion that is postmarked no later than the Opt-Out Date. A Request for Exclusion  
16 may also be submitted at the Settlement Website by the Opt-Out Date. The Request for Exclusion  
17 must be personally signed by the Class Member and contain a statement that indicates a desire to be  
18 excluded from the Settlement Class. No person may opt out of the Settlement Class for any other  
19 person or be opted-out by any other person, and no Class Member shall be deemed opted-out of the  
20 Settlement Class through any purported "mass" or "class" opt-outs.

21 2. Any Class Member who does not submit a timely, written Request for  
22 Exclusion shall be bound by all subsequent proceedings, orders and the Final Judgment and Order  
23 Approving Settlement in this Action, even if he or she has pending, or subsequently initiates,  
24 litigation, arbitration, or any other proceeding against Defendant relating to the Released Claims.

25 3. Any Class Member who properly requests to be excluded from the Settlement  
26 Class shall not: (a) be bound by any orders or judgments entered in the Action relating to the  
27 Settlement Agreement; (b) be entitled to submit a Claim, or be affected by, the Settlement  
28 Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to object to



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1 any aspect of the Settlement Agreement.

2 4. The Settlement Administrator shall provide Class Counsel and Defendant's  
3 Counsel with a final list of all timely Requests for Exclusion within three (3) days after the Opt-Out  
4 Date. Reckitt Benckiser's Counsel shall file the final list of all timely Requests for Exclusion prior  
5 to or at the Final Approval Hearing.

6 **VIII. RELEASES**

7 A. Upon the Effective Date, each and every Releasing Party shall by order of this Court  
8 be deemed to have released, waived, forfeited and shall be permanently barred and enjoined from  
9 initiating, asserting, and/or prosecuting any Released Claim against any Released Party based on  
10 the identical factual predicate in any court or any forum.

11 B. In addition, with respect to the Released Claims, Plaintiffs specifically acknowledge  
12 and affirmatively waive any rights or benefits available to them under California Civil Code section  
13 1542. California Civil Code section 1542 provides:

14 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
15 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
16 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE  
17 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED  
PARTY.

18 Plaintiffs hereby waive any and all federal and state statutes similar in substance, meaning or  
19 application to California Civil Code section 1542.

20 C. In consideration for the Agreement, Defendant and its parents, subsidiaries,  
21 divisions, departments, and affiliates, and any and all of its past and present officers, directors,  
22 employees, stockholders, agents, successors, attorneys, insurers, representatives, licensees,  
23 licensors, subrogees, and assigns shall be deemed to have, and by operation of the Final Approval  
24 Order and Judgment shall have, released Class Counsel and Plaintiffs from any and all causes of  
25 action that were or could have been asserted pertaining solely to the conduct in filing and prosecuting  
26 the litigation or in settling the Action.

27 D. The Court shall retain exclusive and continuing venue and jurisdiction over the  
28 Parties and the Class Members to interpret and enforce the terms, conditions, and obligations under

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1 the Settlement Agreement and any disputes over such issues shall be brought in this Court.

2 **IX. ATTORNEYS' FEES AND EXPENSES AND PLAINTIFF SERVICE AWARDS**

3 A. Class Counsel shall make, and Defendant agrees not to oppose, an application for an  
4 award of attorneys' fees in an amount not to exceed 25% of the Common Fund or twelve million  
5 five hundred thousand dollars (\$12,500,000).

6 B. Class Counsel shall make, and Defendant agrees not to oppose, an application for  
7 reimbursement of Plaintiffs' Counsel's reasonable out-of-pocket expenses in an amount not to  
8 exceed \$750,000.00.

9 C. The award of Attorneys' Fees and Expenses will be paid from the Common Fund.  
10 The application for an award of Attorneys' Fees and Expenses will be made by Class Counsel on  
11 behalf of themselves and the other Plaintiffs' Counsel. Class Counsel shall distribute and allocate  
12 the Attorneys' Fees and Expense awarded to Plaintiffs' Counsel in its sole discretion. The attorneys'  
13 fees were negotiated subsequent to and separate from the other terms of this Settlement Agreement.  
14 Reckitt Benckiser shall not be responsible for any other fees or expenses incurred by Class Counsel,  
15 Plaintiffs' Counsel or Plaintiffs.

16 D. Plaintiffs will apply for Class Representative service awards. Any Court-approved  
17 service award is in addition to the benefits that the Class Representatives are entitled to receive as  
18 members of the Settlement Class. Defendant agrees not to oppose service awards in the amount of  
19 seven thousand five hundred dollars (\$7,500) to Gordon Noboro Yamagata, Stamatis F. Pelardis  
20 and Maureen Carrigan, and in the amount of five hundred dollars (\$500) to Lori Coletti, Ann-Marie  
21 Maher, Carol Marshall, Deborah A. Rawls, Oneita Steele, and Maxine Tishman. The Court-  
22 approved service awards will be paid from the Common Fund. The service awards shall be paid to  
23 the Class Representatives within seven (7) days of the Effective Date.

24 E. The Court's determination of Attorneys' Fees and Expenses and Class  
25 Representative service awards will not affect the remainder of the Settlement.

26 **X. FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT**

27 This Settlement Agreement is subject to and conditioned upon the issuance by the Court of  
28 the Final Judgment and Order Approving Settlement that finally certifies the Class for the purposes

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1 of this settlement, grants final approval of the Settlement Agreement, and provides the relief  
2 specified herein. Such Final Judgment and Order Approving Settlement shall be in substantially the  
3 form attached hereto as Exhibits 2 and 3.

4 **XI. NO ADMISSION OF LIABILITY/FOR SETTLEMENT ONLY**

5 A. This Agreement reflects the compromise and settlement of disputed claims among  
6 the Parties and is for settlement purposes only. Neither the fact of, or any provision contained in  
7 this Agreement or its Exhibits, nor any action taken hereunder, shall constitute, be construed as, or  
8 be admissible in evidence as an admission of: (a) the validity of any claim or allegation by Plaintiffs,  
9 or of any defense asserted by Reckitt Benckiser, in the Action or any other action or proceeding; or  
10 (b) any wrongdoing, fault, violation of law, or liability of any kind on part of any Party, Defendant,  
11 Released Party, or their respective counsel.

12 B. The terms of this Settlement Agreement are not, and should not be construed as, an  
13 admission of liability or wrongdoing on the part of Reckitt Benckiser.

14 **XII. TERMINATION OF THIS SETTLEMENT AGREEMENT**

15 A. Any Party may terminate this Settlement Agreement by providing written notice to  
16 the other Parties within ten (10) days of any of the following events:

17 1. The Court does not enter a Preliminary Approval Order that conforms in  
18 material respects to Exhibit 1; or

19 2. The Court does not enter a Final Judgment and Order Approving Settlement  
20 conforming in material respects to Exhibits 2 and 3, or if entered, such Final Judgment and Order  
21 Approving Settlement is reversed, vacated, or modified in any material respect by another court.

22 B. In the event that this Settlement Agreement terminates for any reason, all Parties  
23 shall be restored to their respective positions as of the date of execution of the Settlement  
24 Agreement. In no event will Defendant be entitled to recover any funds spent for Notice and Claim  
25 Administration Expenses prior to termination of this Settlement Agreement.

26 **XIII. ADDITIONAL PROVISIONS**

27 A. Entire Settlement Agreement: The Settlement Agreement, including all Exhibits,  
28 shall constitute the entire Settlement Agreement among the Parties with regard to the Action and

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1 shall supersede any previous settlement agreements, terms sheets, representations, communications  
2 and understandings among the Parties with respect to the subject matter of the Settlement  
3 Agreement.

4 B. Execution in Counterparts: The Settlement Agreement may be executed by the  
5 Parties in one or more counterparts, each of which shall be deemed an original but all of which  
6 together shall constitute one and the same instrument. Facsimile signatures or signatures sent by  
7 email shall be treated as original signatures and shall be binding.

8 C. Notices: Whenever this Settlement Agreement requires or contemplates that one  
9 Party shall or may give notice to the other, notice shall be provided in writing by first class US Mail  
10 and email to:

11 1. If to Plaintiffs or Class Counsel:  
12 Timothy G. Blood  
13 BLOOD HURST & O'REARDON, LLP  
14 501 W. Broadway, Suite 1490  
15 San Diego, California 92101  
16 Tel: 619-338-1100  
17 tblood@bholaw.com

18 2. If to Defendant or Defendant's Counsel:  
19 David T. Biderman  
20 PERKINS COIE LLP  
21 1888 Century Park East, Suite 1700  
22 Los Angeles, California 90067  
23 Tel: 310-788-9900  
24 dbiderman@perkinscoie.com

25 D. Good Faith: The Parties agree that they will act in good faith and will not engage in  
26 any conduct that will or may frustrate the purpose of this Settlement Agreement. The Parties further  
27 agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the  
28 provisions of the Settlement Agreement.

E. Publicity: To the extent Defendant or Plaintiffs make any public statements regarding  
the settlement of this Action, any such statements shall be consistent with the Court-approved  
documents that comprise this Settlement Agreement or otherwise agreed on by the Parties in writing  
in advance.

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1 F. Binding on Successors: The Settlement Agreement shall be binding upon, and inure  
2 to the benefit of, the heirs, successors and/or assigns of the Released Parties.

3 G. Arms-Length Negotiations: The determination of the terms and conditions contained  
4 herein and the drafting of the provisions of this Settlement Agreement has been by mutual  
5 understanding after negotiation, with consideration by, and participation of, the Parties hereto and  
6 their counsel. This Settlement Agreement shall not be construed against any Party on the basis that  
7 the Party was the drafter or participated in the drafting. Any statute or rule of construction that  
8 ambiguities are to be resolved against the drafting party shall not be employed in the implementation  
9 of this Settlement Agreement and the Parties agree that the drafting of this Settlement Agreement  
10 has been a mutual undertaking.

11 H. Waiver: The waiver by one Party of any provision or breach of the Settlement  
12 Agreement shall not be deemed a waiver of any other provision or breach of the Settlement  
13 Agreement.

14 I. Variance: In the event of any variance between the terms of this Settlement  
15 Agreement and any of the Exhibits hereto, the terms of this Settlement Agreement shall control and  
16 supersede the Exhibit(s).

17 J. Taxes: No opinion concerning the tax consequences of the Settlement Agreement to  
18 any Class Member is given or will be given by Defendant, Defendant's Counsel, Class Counsel, or  
19 Plaintiffs' Counsel; nor is any Party or their counsel providing any representation or guarantee  
20 respecting the tax consequences of the Settlement Agreement as to any Class Member. Each Class  
21 Member is responsible for his/her tax reporting and other obligations respecting the Settlement  
22 Agreement, if any.

23 K. Modification in Writing: The Settlement Agreement may not be changed, modified,  
24 or amended except in a writing signed by one of Class Counsel and one of Reckitt Benckiser's  
25 Counsel and, if required, approved by the Court. The Parties contemplate that the Exhibits to the  
26 Settlement Agreement may be modified by subsequent agreement of Defendant and Class Counsel  
27 so long as the modifications do not alter the substantive terms of the Agreement or reduce the rights  
28 and benefits of Class Members.

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1 L. Retain Jurisdiction: The Court shall retain jurisdiction with respect to the  
2 implementation and enforcement of the terms of this Settlement Agreement, and all Parties hereto  
3 submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement  
4 Agreement embodied in this Settlement Agreement.

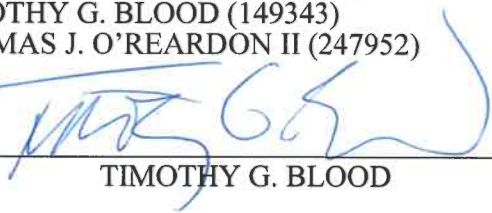
5 M. Choice of Law: This Settlement Agreement is governed by, and shall be construed  
6 and enforced in accordance with, California law.

7 N. Computation of Time: All deadlines and time periods prescribed in this Settlement  
8 Agreement shall be calculated pursuant to Fed. R. Civ. P. 6.

9 IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be  
10 executed as of the last date set forth below.

11 Dated: May 11, 2021

BLOOD HURST & O'REARDON, LLP  
TIMOTHY G. BLOOD (149343)  
THOMAS J. O'REARDON II (247952)

12  
13  
14 By:   
TIMOTHY G. BLOOD

15 501 West Broadway, Suite 1490  
16 San Diego, CA 92101  
17 Tel: 619/338-1100  
18 619/338-1101 (fax)  
19 tblood@bholaw.com  
20 toreardon@bholaw.com

21 *Class Counsel*

22 ALTAIR LAW  
23 CRAIG M. PETERS (184018)  
24 465 California Street, 5th Floor  
25 San Francisco, CA 94104-3313  
26 Tel: 415/988-9828  
27 415/988-9815 (fax)  
28 c.peters@altair.us

*Attorneys for Plaintiffs*

1 Dated: May 11, 2021

PERKINS COIE LLP  
DAVID T. BIDERMAN  
JASMINE W. WETHERELL

2  
3  
4 By:



DAVID T. BIDERMAN

5 1888 Century Park East, Suite 1700  
6 Los Angeles CA 90067  
7 505 Howard Street, Suite 1000  
8 San Francisco, CA 94105  
9 Tel: 310/788-9900  
Fax: 310/788-3399  
dbiderman@perkinscoie.com  
jwetherell@perkinscoie.com  
*Attorneys for Defendant Reckitt Benckiser LLC*

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**ECF CERTIFICATION**

The filing attorney attests that he has obtained concurrence regarding the filing of this document from the signatories to this document.

Dated: May 11, 2021

BLOOD HURST & O'REARDON, LLP

By: s/ Timothy G. Blood

TIMOTHY G. BLOOD

BLOOD HURST & O' REARDON, LLP



# **EXHIBIT 1**

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**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

GORDON NOBORU YAMAGATA and  
STAMATIS F. PELARDIS, individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

RECKITT BENCKISER LLC,

Defendant.

Case No. 3:17-cv-03529-VC

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

**CLASS ACTION**

District Judge Vince Chhabria  
Courtroom 4, 17th Floor

**JURY TRIAL DEMANDED**

1 WHEREAS, this matter has come before the Court pursuant to Plaintiffs’ Motion for  
2 Preliminary Approval of Class Action Settlement (the “Motion”);

3 WHEREAS, the Court finds that it has jurisdiction over the action and each of the parties  
4 for purposes of settlement and asserts jurisdiction over the Class Members for purposes of  
5 effectuating this Settlement and releasing their claims<sup>1</sup>; and

6 WHEREAS, this Court has considered all submissions related to the Motion and is otherwise  
7 fully advised in the premises,

8 IT IS HEREBY ORDERED AS FOLLOWS:

9 **I. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

10 1. The terms of the Settlement Agreement filed May 12, 2021, including all exhibits  
11 thereto (the “Settlement Agreement”), are preliminarily approved as fair, reasonable and adequate,  
12 are sufficient to warrant sending notice to the Settlement Class, and are subject to further  
13 consideration at the Final Approval Hearing referenced below. This Order incorporates the  
14 Settlement Agreement, and its exhibits and related documents. Unless otherwise provided herein,  
15 the terms defined in the Settlement Agreement shall have the same meanings in this Order.

16 2. The Settlement Agreement was entered into after extensive arm’s length negotiations  
17 by experienced counsel and with the assistance and oversight of several experienced mediators. The  
18 Court preliminarily finds that this Settlement complies with the Northern District of California’s  
19 Procedural Guidance for Class Action Settlements and this Court’s standard for preliminary  
20 approval of class action settlements. *See Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1035-37 (N.D.  
21 Cal. 2016). Further, the Court finds that the Settlement embodied in the Settlement Agreement is  
22 sufficiently within the range of reasonableness so that notice of the Settlement should be given as  
23 provided in the Settlement Agreement and this Order. In making this determination, the Court has  
24 considered the current posture of this litigation and the risks and benefits to the Parties involved in  
25 both settlement of these claims and continuation of the litigation.

26

27

28 <sup>1</sup> See *In re Hyundai & Kia Fuel Economy Litigation*, 926 F.3d 539 (9th Cir. 2019) (en banc).

1 **II. THE CLASS, CLASS REPRESENTATIVES AND CLASS COUNSEL**

2 3. The Court certifies the following Settlement Class for settlement purposes only (the  
3 “Settlement Class”):

4 All persons who purchased within the United States and its territories Move Free  
5 Advanced, Move Free Advanced Plus MSM, or Move Free Advanced Plus MSM  
6 & Vitamin D, other than solely for purposes of resale, from May 28, 2015 to the  
7 date of the Preliminary Approval Order.

8 Excluded from the Settlement Class are: (i) jurists and mediators who are or have  
9 presided over the Action, Plaintiffs’ Counsel and Defendant’s Counsel, their  
10 employees, legal representatives, heirs, successors, assigns, or any members of  
11 their immediate family; (ii) any government entity; (iii) Reckitt Benckiser and any  
12 entity in which Reckitt Benckiser has a controlling interest, any of its subsidiaries,  
13 parents, affiliates, and officers, directors, employees, legal representatives, heirs,  
14 successors, or assigns, or any members of their immediate family; and (iv) any  
15 persons who timely opt-out of the Settlement Class.

16 4. The Court finds, for settlement purposes only and conditioned upon the entry of this  
17 Order and the Final Judgment and Order Approving Settlement, the terms of the Settlement  
18 Agreement, and the occurrence of the Effective Date, that the Settlement Class meets all the  
19 applicable requirements of Fed. R. Civ. P. 23(a) and (b)(3), and hereby provisionally certifies the  
20 Settlement Class for settlement purposes only. The Court finds, in the specific context of this  
21 Settlement Agreement, that: (a) the number of Class Members is so numerous that their joinder in  
22 one lawsuit would be impractical; (b) there are some questions of law or fact common to the  
23 Settlement Class; (c) the claims of the Class Representatives are typical of the claims of the Class  
24 Members they seek to represent; (d) the Class Representatives have fairly and adequately  
25 represented the interests of the Settlement Class and the Class Representatives have retained  
26 experienced counsel to represent her and the Settlement Class, whom the Court finds have satisfied  
27 the requirements of Fed. R. Civ. P. 23(a)(4) and 23(g); (e) the questions of law and fact common to  
28 the Settlement Class predominate over any questions affecting any individual Class Member; and  
29 (f) a class action is superior to the other available methods for the fair and efficient adjudication of  
30 the controversy through settlement.

5. The Court designates Plaintiffs Gordon Noboru Yamagata, Stamatis F. Pelardis,

1 Maureen Carrigan, Lori Coletti, Ann-Marie Maher, Carol Marshall, Deborah A. Rawls, Oneita  
2 Steele, and Maxine Tishman as Class Representatives.

3 6. The Court further finds that the following counsel fairly and adequately represented,  
4 and continue to so represent, the interests of the Settlement Class in all regards, including for  
5 settlement purposes and hereby appoints them as counsel for the Settlement Class pursuant to Fed.  
6 R. Civ. P. 23(g):

7 Timothy G. Blood  
8 Thomas J. O'Reardon II  
9 Blood Hurst and O'Reardon, LLP  
501 West Broadway, Suite 1490  
10 San Diego, CA 92101

11 7. If the Settlement Agreement is not finally approved by the Court, or for any reason  
12 the Final Judgment and Order Approving Settlement is not entered as contemplated in the Settlement  
13 Agreement, or the Settlement Agreement is terminated pursuant to its terms for any reason or the  
14 Effective Date does not occur for any reason, then:

15 (a) All orders and findings entered in connection with the Settlement Agreement  
16 shall become null and void and have no force or effect whatsoever, shall not be used or referred to  
17 for any purposes whatsoever, and shall not be admissible or discoverable in this or any other  
18 proceeding;

19 (b) The provisional certification of the Settlement Class pursuant to this Order  
20 shall be vacated automatically and the Action shall proceed as though the Settlement Class had never  
21 been certified;

22 (c) Nothing contained in this Order is to be construed as a presumption,  
23 concession or admission by or against Defendant or Class Representatives of any default, liability  
24 or wrongdoing as to any facts or claims alleged or asserted in the Action;

25 (d) Nothing in this Order pertaining to the Settlement Agreement shall be used  
26 as evidence in any further proceeding in the Action; and

27 (e) All of the Court's prior Orders having nothing whatsoever to do with class  
28 certification or the Settlement Agreement shall, subject to this Order, remain in force and effect.

1 **III. NOTICE TO CLASS MEMBERS**

2 8. The Court has considered the proposed Class Notice in the Settlement Agreement  
3 and finds that the forms of Class Notice and methodology for its publication and dissemination as  
4 described in the Settlement Agreement and in the Declaration of the Settlement Administrator:  
5 (a) meet the requirements of due process and Fed. R. Civ. P. 23(c) and (e); (b) constitutes the best  
6 notice practicable under the circumstances to all persons entitled to notice; and (c) satisfies the  
7 Constitutional requirements regarding notice. In addition, the forms of Class Notice: (a) apprise  
8 Class Members of the terms of the proposed Settlement and their rights and deadlines under the  
9 Settlement; (b) are written in simple terminology; (c) are readily understandable by Class Members;  
10 and (d) comply with the Federal Judicial Center's illustrative class action notices. The Court  
11 approves, as to form and content, each of the forms of Class Notice (Exhibits 5-9, the Long-form  
12 Class Notice, Email Notice, Amazon Email Notice, Postcard Notice and Internet Banner  
13 Advertisements) and the methodology for its publication and dissemination as described in the  
14 Settlement Agreement and in the Declaration of the Settlement Administrator in all respects, and it  
15 hereby orders that notice be commenced within forty-five (45) days of this Order.

16 9. The Court further approves the establishment of an internet website for the  
17 Settlement. This Settlement Website ([www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com)) shall include  
18 documents relating to the Settlement Agreement, orders of the Court relating to the Settlement  
19 Agreement and such other information as Class Counsel and Defendant's Counsel mutually agree  
20 would be beneficial to potential Class Members. The Notice and Claim Administration Expenses  
21 are to be paid in accordance with the Settlement Agreement. The Parties are hereby authorized to  
22 establish the means necessary to implement the Class Notice and other terms of the Settlement  
23 Agreement.

24 10. The Court is aware that Class Counsel has served subpoenas on Costco Wholesale  
25 Corporation, Walmart Inc., Walgreen Co., Rite Aid Corporation, CVS Pharmacy, Inc., BJ's  
26 Wholesale Club, Inc. and Amazon.com, Inc. (the "Subpoenaed Retailers"), for the names, email  
27 addresses, mailing addresses, and telephone numbers of their Class Member customers who  
28 purchased Move Free Advanced at any time during the class period. As described in the Settlement

1 Agreement, this list will be used by the Settlement Administrator for the sole purpose of providing  
2 Class Notice directly to such Class Member customers.

3 11. Notwithstanding Paragraph 10 above, the Court also permits Amazon, Inc., a third-  
4 party retailer who received a subpoena from Class Counsel, to send the approved class notice  
5 substantially in the form of Exhibit 7 to the Settlement Agreement to the email addresses associated  
6 with Amazon customers that Amazon's records indicate purchased Move Free Advanced during the  
7 class period. Amazon shall send the email notice within thirty (30) days of this Order. Within seven  
8 (7) days after sending the email notice, Amazon shall provide a declaration to Class Counsel and  
9 Defendant's Counsel indicating compliance with this Order and setting forth the total number of  
10 Class Members to whom it sent email notice, and the total number of those emails that were  
11 delivered successfully as reported by Amazon's email server.

12 12. The Court hereby appoints Epiq Class Action and Claims Solutions to be the  
13 Settlement Administrator. Responsibilities of the Settlement Administrator are found in the  
14 Settlement Agreement.

#### 15 **IV. REQUEST FOR EXCLUSION FROM THE SETTLEMENT CLASS**

16 13. Class Members who wish to be excluded from the Settlement Class must mail a  
17 written request for exclusion, using either Exhibit 11 to the Settlement Agreement, which shall be  
18 available on the Settlement Website, or with a letter mailed to the Settlement Administrator  
19 postmarked no later than fourteen (14) days before the date first set for the Final Approval Hearing.  
20 A request for exclusion may also be submitted online at the Settlement Website. Any request for  
21 exclusion must be signed by the potential Class Member and contain the following information: the  
22 name, address, and telephone number of the Class Member; basis upon which the person claims to  
23 be a Class Member; the Class Member's signature and date of signature; and a statement that the  
24 Class Member wants to be excluded.

25 14. Potential Class Members who timely and validly exclude themselves from the  
26 Settlement Class shall not be bound by the Settlement Agreement, the settlement, or the Final  
27 Judgment and Order Approving Settlement. If a potential Class Member files a request for  
28 exclusion, he/she/it may not assert an objection to the Settlement Agreement. Not later than five (5)

1 days after the Opt-Out Deadline, the Settlement Administrator shall provide Class Counsel and  
2 Defendant's Counsel with a final list of timely Requests for Exclusion. Defendant's Counsel shall  
3 file this list with the Court prior to the Final Approval Hearing.

4 15. Any potential Class Member that does not properly and timely exclude  
5 himself/herself/itself from the Settlement Class shall remain a Class Member and shall be bound by  
6 all the terms and provisions of the Settlement Agreement and the settlement and the Final Judgment  
7 and Order Approving Settlement, whether or not such Class Member objected to the Settlement  
8 Agreement or submits a claim form or otherwise avails himself/herself/itself of the benefits available  
9 in the Settlement Agreement.

#### 10 **V. OBJECTIONS**

11 16. Any Class Member who has not requested exclusion and who wishes to object to the  
12 fairness, reasonableness, or adequacy of the Settlement Agreement, or to the requested award of  
13 attorneys' fees, costs, and expenses, or the requested service awards to the Class Representatives,  
14 must submit a written statement of objections to the Court either by mailing or by filing it at any  
15 location of the United States District Court for the Northern District of California. The written  
16 objection must be filed or mailed and postmarked no later than fourteen (14) days before the date  
17 first set for the Final Approval Hearing. For mailing objections, the Court's address is as follows:

18 Class Action Clerk  
19 United States District Court,  
20 Northern District of California  
450 Golden Gate Avenue  
San Francisco, CA 94201-3489

21 17. To be considered by the Court, any objection must be in writing and include the  
22 following information: (a) a heading which refers to the case name and number (*Yamagata v. Reckitt*  
23 *Benckiser, LLC*, Case Number 3:17-cv-03529-VC); (b) the objector's full name, telephone number,  
24 and address (the objector's actual residential address must be included); (c) if represented by  
25 counsel, the full name, telephone number, and address of all counsel, and whether counsel will  
26 appear at the Final Approval Hearing; (d) all of the reasons for the objection; (e) an explanation of  
27 the basis upon which the person claims to be a Class Member; and (f) the objector's dated,  
28 handwritten signature (an electronic signature or attorney's signature are not sufficient). Any



1 documents supporting the objection must also be attached to the objection. If any testimony is to be  
2 given in support of the objection, the names of all persons who will testify must be set forth in the  
3 objection.

4 18. The Court will require substantial compliance with the requirements above. If the  
5 objector does not submit a written objection in accordance with the deadline and procedure set forth  
6 above, the objector will waive any right to be heard at the Final Approval Hearing. However, the  
7 Court may excuse the objector's failure to file a written objection upon a showing of good cause,  
8 which, if granted, would permit the objector to still appear at the Final Approval Hearing and object  
9 to the Settlement.

#### 10 **VI. FINAL APPROVAL HEARING**

11 19. The Final Approval Hearing will be held on [120 days after entry of the Preliminary  
12 Approval Order, or as soon thereafter as the Court's schedule permits] at \_\_\_\_\_ Pacific Time  
13 before this Court, at the United States District Court for the Northern District of California, 450  
14 Golden Gate Avenue, San Francisco, CA 94102, in Courtroom 4 – 17th Floor, to consider, *inter*  
15 *alia*, the following: (a) whether the Settlement Class should be certified for settlement purposes;  
16 (b) whether the settlement and Settlement Agreement should be finally approved as fair, reasonable  
17 and adequate; and (c) Class Counsel's application for attorneys' fees, costs and expenses ("Fee  
18 Request") and the Class Representative's service awards.

19 20. No later than thirty-five (35) days prior the Final Approval Hearing, Class Counsel  
20 shall file and Defendant may file with the Court any memoranda or other materials in support of  
21 final approval of the Settlement Agreement and also no later than forty-four (44) days prior the Final  
22 Approval Hearing, Class Counsel shall file any request for attorneys' fees and expenses with the  
23 Court. Any reply briefs relating to final approval of the Settlement Agreement or Class Counsel's  
24 request for attorneys' fees and expenses or responses to objections to the Settlement Agreement  
25 shall be filed no later than seven (7) days prior the Final Approval Hearing.

26 21. Any Class Member who has not excluded himself/herself/itself from the Settlement  
27 Class may appear at the Final Approval Hearing in person or by counsel (at his/her/its own expense)  
28 and may be heard, to the extent allowed by the Court, either in support of or in opposition to the

1 Settlement Agreement and/or the fee request. Any Class Member wanting to be heard at the Final  
2 Approval Hearing shall send a letter saying that it is his/her/its “Notice of Intention to Appear in  
3 *Yamagata v. Reckitt Benckiser, LLC.*” Such letter shall be mailed to the Clerk of Court and  
4 postmarked on or before seven (7) days prior to the date first set for the Final Approval Hearing. In  
5 the notice, the Class Member must include his/her/its name, address, and telephone number, and the  
6 name, address, and telephone number of counsel, if any, that will appear. For mailing notices of  
7 intent to appear, the Court’s address is as follows:

8                   Class Action Clerk  
9                   United States District Court,  
10                   Northern District of California  
11                   450 Golden Gate Avenue  
12                   San Francisco, CA 94201-3489

13           22.     If you want to speak at the Final Approval Hearing without having followed these  
14 procedures, you may do so if you demonstrate good cause to the Court.

15           23.     The date and time of the Final Approval Hearing shall be subject to adjournment by  
16 the Court without further notice to the Class Members other than that which may be posted at the  
17 Court, on the Court’s website, and/or the Settlement Website at  
18 [www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com).

19 **VII. OTHER PROVISIONS**

20           24.     The Parties are authorized to take all necessary and appropriate steps to establish the  
21 means necessary to implement the Settlement Agreement.

22           25.     The deadlines set forth in this Order, including, but not limited to, adjourning the  
23 Final Approval Hearing, may be extended by Order of the Court, for good cause shown, without  
24 further notice to the Class Members – except that notice of any such extensions shall be included on  
25 the Settlement Website [www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com). Class Members should check the  
26 Settlement Website regularly for updates and further details regarding extensions of these deadlines.

27           26.     Class Counsel and Defendant’s Counsel are hereby authorized to use all reasonable  
28 procedures in connection with approval and administration of the Settlement Agreement that are not  
materially inconsistent with this Order or the Settlement Agreement, including making, without  
further approval of the Court, minor changes to the Settlement Agreement, to the form or content of

1 the Class Notice or to any other exhibits that the parties jointly agree are reasonable or necessary.  
2 27. This Court shall maintain continuing jurisdiction over these settlement proceedings  
3 to assure the effectuation thereof for the benefit of the Settlement Class.

4 **IT IS SO ORDERED.**

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HONORABLE VINCE CHHABRIA  
UNITED STATES DISTRICT JUDGE

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# **EXHIBIT 2**

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**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

GORDON NOBORU YAMAGATA and  
STAMATIS F. PELARDIS, individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

RECKITT BENCKISER LLC,

Defendant.

Case No. 3:17-cv-03529-VC

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

**CLASS ACTION**

District Judge Vince Chhabria  
Courtroom 4, 17th Floor

**JURY TRIAL DEMANDED**

1 This matter came on for hearing on \_\_\_\_\_, \_\_, 2021, at \_\_\_\_\_. The Court has considered the  
2 Settlement Agreement filed on May 12, 2021 (the “Settlement Agreement”). An opportunity to be  
3 heard having been given to all other persons desiring to be heard as provided in the Notice and  
4 having considered all of the submissions and arguments, and good cause appearing therefore;

5 IT IS HEREBY ORDERED AS FOLLOWS:

6 1. This Final Order incorporates herein and makes a part hereof the Settlement  
7 Agreement, including the Exhibits thereto, and incorporates by reference the definitions in the  
8 Settlement Agreement, and all terms used herein shall have the same meanings as set forth in the  
9 Settlement Agreement unless set forth differently herein.

10 2. The Court has jurisdiction over the subject matter of this action, and all Parties to the  
11 action for purpose of settlement, including all Settlement Class Members.

12 3. Pursuant to Federal Rule of Civil Procedure 23, the Court certifies the following  
13 Settlement Class for settlement purposes, only:

14 All persons who purchased within the United States and its territories Move Free  
15 Advanced, Move Free Advanced Plus MSM, or Move Free Advanced Plus MSM  
16 & Vitamin D, other than solely for purposes of resale, from May 28, 2015 to [the  
date of the Preliminary Approval Order].

17 Excluded from the Settlement Class are: (i) jurists and mediators who are or have  
18 presided over the Action, Plaintiffs’ Counsel and Defendant’s Counsel, their  
19 employees, legal representatives, heirs, successors, assigns, or any members of  
20 their immediate family; (ii) any government entity; (iii) Reckitt Benckiser and any  
21 entity in which Reckitt Benckiser has a controlling interest, any of its subsidiaries,  
parents, affiliates, and officers, directors, employees, legal representatives, heirs,  
22 successors, or assigns, or any members of their immediate family; and (iv) any  
persons who timely opt-out of the Settlement Class.

23 4. Pursuant to Federal Rule of Civil Procedure 23(a), the Court finds Plaintiffs Gordon  
24 Noboru Yamagata, Stamatis F. Pelardis, Maureen Carrigan, Lori Coletti, Ann-Marie Maher, Carol  
25 Marshall, Deborah A. Rawls, Oneita Steele, and Maxine Tishman are members of the Settlement  
26 Class, their claims are typical of the Settlement Class, and they fairly and adequately protected the  
27 interests of the Settlement Class throughout their involvement in this action. Accordingly, the Court  
28 hereby appoints Gordon Noboru Yamagata, Stamatis F. Pelardis, Maureen Carrigan, Lori Coletti,

1 Ann-Marie Maher, Carol Marshall, Deborah A. Rawls, Oneita Steele, and Maxine Tishman as Class  
2 Representatives for the Settlement Class.

3 5. The Court finds that the Settlement Class meets all requirements of Federal Rules of  
4 Civil Procedure 23(a) and (b)(3) for certification of the claims alleged in the First Amended Class  
5 Action Complaint, including: (a) numerosity; (b) commonality; (c) typicality; (d) adequacy of the  
6 class representative and Class Counsel; (e) predominance of common questions of fact and law  
7 among the Settlement Class; and (f) superiority.

8 6. Having considered the factors set forth in Federal Rule of Civil Procedure 23(g)(1),  
9 the Court makes final its appointment of Timothy G. Blood and Thomas J. O'Reardon II of Blood  
10 Hurst & O'Reardon, LLP as Class Counsel to represent the Class Members.

11 7. The Court finds that the persons excluded from the Settlement Class because they  
12 filed valid requests for exclusion ("Opt-Outs") are identified in Exhibit A to this Order. These Class  
13 Members who filed timely, completed Opt-Outs are not bound by this Order and the accompanying  
14 Final Judgment or the terms of the Settlement Agreement and may pursue their own individual  
15 remedies against Defendant. However, such persons are not entitled to any rights or benefits  
16 provided to Class Members by the terms of the Settlement Agreement.

17 8. The Court directed that Class Notice be given to the Class Members pursuant to the  
18 notice program proposed by the Parties and approved by the Court. In accordance with the Court's  
19 Preliminary Approval Order and the Court-approved notice program, the Settlement Administrator  
20 caused the forms of Class Notice to be disseminated as ordered. The Long-form Class Notice  
21 advised Class Members of the terms of the Settlement Agreement; the Final Approval Hearing, and  
22 their right to appear at such hearing; their rights to remain in, or opt out of, the Settlement Class and  
23 to object to the Settlement Agreement; procedures for exercising such rights; and the binding effect  
24 of this Order and accompanying Final Judgment, whether favorable or unfavorable, to the  
25 Settlement Class.

26 9. The distribution of the Class Notice pursuant to the Class Notice Program constituted  
27 the best notice practicable under the circumstances, and fully satisfies the requirements of Federal  
28 Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. § 1715, and any other

1 applicable law.

2 10. Pursuant to Federal Rule of Civil Procedure 23(e)(2), the Court finds after a hearing  
3 and based upon all submissions of the Parties and interested persons, the Settlement Agreement  
4 proposed by the Parties is fair, reasonable, and adequate. In reaching this conclusion, the Court  
5 considered the record in its entirety and heard the arguments of counsel for the Parties and all other  
6 persons seeking to comment on the proposed Settlement Agreement. In addition, the Court has  
7 considered a number of factors, including: (1) the complexity, expense, and likely duration of the  
8 litigation; (2) the reaction of the Class Members to the Settlement Agreement; (3) the stage of the  
9 proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the  
10 risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the  
11 ability of Defendant to withstand a greater judgment; and (8) the reasonableness of the relief  
12 provided by the Settlement Agreement in light of the best possible recovery.

13 11. The terms and provisions of the Settlement Agreement are the product of lengthy,  
14 arms-length negotiations conducted in good faith and with the assistance of experienced mediators:  
15 the Honorable Wayne R. Anderson (Ret.), the Hon. Jacqueline Corley, and Robert A. Meyer, Esq.  
16 Approval of the Settlement Agreement will result in substantial savings of time, money and effort  
17 to the Court and the Parties, and will further the interests of justice.

18 12. All Class Members who have not timely and validly opted out are Class Members  
19 who are bound by this Order and accompanying Final Judgment and by the terms of the Settlement  
20 Agreement.

21 13. Nothing in the Settlement Agreement, this Order, the accompanying Final Judgment,  
22 or the fact of the settlement constitutes any admission by any of the Parties of any liability,  
23 wrongdoing or violation of law, damages or lack thereof, or of the validity or invalidity of any claim  
24 or defense asserted in the action.

25 14. The Court has considered the submissions by the Parties and all other relevant  
26 factors, including the result achieved and the efforts of Class Counsel and the other Plaintiffs'  
27 Counsel in prosecuting the claims on behalf of the Settlement Class. The efforts of Class Counsel  
28 and the other Plaintiffs' Counsel have produced the Settlement Agreement entered into in good faith,



1 and which provides a fair, reasonable, adequate, and certain result for the Settlement Class. Class  
2 Counsel have made application for an award of attorneys' fees and reimbursement of expenses in  
3 connection with the prosecution of the action on behalf of themselves and the other Plaintiffs'  
4 counsel. The fee award requested is 25% of the Common Fund. This amount is fair, reasonable, and  
5 adequate under the common fund doctrine, the range of awards ordered in this District and Circuit,  
6 the excellent results obtained, the substantial risk borne by Class Counsel and the other Plaintiffs'  
7 Counsel in litigating this matter, the degree of skill and quality of work performed, the financial  
8 burden imposed by the contingency basis of Class Counsel's and the other Plaintiffs' Counsel's  
9 representation of Plaintiffs and the Class, and the additional work required of Class Counsel and the  
10 other Plaintiffs' Counsel to bring this Settlement to conclusion. The Court finds the fee award is  
11 further supported by a lodestar crosscheck, whereby it finds that the hourly rates of Plaintiffs'  
12 Counsel are reasonable, and that the estimated hours expended are reasonable. Accordingly, the  
13 Court hereby awards \$12,500,000.00 as attorneys' fees to be paid by the Defendant in accordance  
14 with the terms of the Settlement Agreement. Class Counsel shall be responsible for distributing and  
15 allocating the attorneys' fees and expenses award to Plaintiffs' Counsel in their sole discretion.

16 15. Five (5) percent of the attorneys' fees awarded will be held back pending the filing  
17 of a Post-Distribution Accounting by Class Counsel. The Post-Distribution Accounting shall be filed  
18 within twenty-one (21) days after the distribution of the settlement funds and should explain in detail  
19 when cash payments were sent to Class Members, the number of members who were sent payments,  
20 the total amount of payments paid out to Class Members, the average and median recovery per Class  
21 Member, the largest and smallest amounts of cash payments paid to Class Members, the number  
22 and value of cashed and uncashed checks, the amount distributed to any *cy pres* recipient, any  
23 significant or recurring concerns communicated by Class Members to the Settlement Administrator  
24 and counsel since final approval, and any other issues in settlement administration since final  
25 approval, and how any concerns or issues were resolved. Class Counsel are expected to diligently  
26 supervise the administration of the Settlement and remain in close contact with the Settlement  
27 Administrator. With the Post-Distribution Accounting, Class Counsel should submit a proposed  
28 order releasing the remainder of the fees.

1           16.     Class Counsel have also made application for an award of litigation expenses in  
2 connection with the prosecution of the action on behalf of themselves and the other Plaintiffs'  
3 counsel. Finding that such expenses were reasonably and necessarily incurred in prosecuting the  
4 action on behalf of the Settlement Class, the Court finally approves Class Counsel's request for  
5 litigation expenses in the amount of \$\_\_\_\_\_, which is to be paid by the Defendant in accordance  
6 with the terms of the Settlement Agreement.

7           17.     Further, the Court approves service awards of \$7,500 each for Plaintiffs Gordon  
8 Noburo Yamagata, Stamatis F. Pelardis and Maureen Carrigan, and \$500 each for Plaintiffs Lori  
9 Coletti, Ann-Marie Maher, Carol Marshall, Deborah A. Rawls, Oneita Steele, and Maxine Tishman.  
10 The Class Representatives participated in the action, acted to protect the Settlement Class, and  
11 assisted their counsel. These service awards, which are fair, reasonable, and justified, are to be paid  
12 in accordance with the terms of the Settlement Agreement.

13           18.     The Court has considered all relevant factors and hereby approves the Orthopaedic  
14 Research Society as the designated *cy pres* recipient of any monies (if any) remaining after the  
15 negotiation period of the Cash Payments in accordance with the Agreement.

16           19.     The Court hereby dismisses with prejudice this action, and all Released Claims  
17 against each and all Released Parties, and without costs to any of the Parties as against the others.

18           20.     Without affecting the finality of this Order and the Final Judgment, the Court  
19 reserves jurisdiction over the implementation, administration, and enforcement of this Order, the  
20 Final Judgment and the Settlement Agreement, and all matters ancillary thereto.

21           21.     The Court finding that no reason exists for delay in entering this Order and the Final  
22 Judgment pursuant to Federal Rules of Civil Procedure, Rule 54(b), the Clerk is hereby directed to  
23 enter the Final Judgment forthwith.

24           22.     The Parties and the Settlement Administrator are hereby directed and authorized to  
25 implement and consummate the Settlement according to the terms and provisions of the Settlement  
26 Agreement. In addition, the Parties, without further approval of the Court, are authorized to agree  
27 to and adopt such amendments and modifications to the Settlement Agreement so long as they are:  
28 (i) consistent in all material respects with this Final Order and the Final Judgment; and (ii) do not

1 limit the rights of the Settlement Class.

2 **IT IS SO ORDERED.**

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HONORABLE VINCE CHHABRIA  
UNITED STATES DISTRICT JUDGE

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# **EXHIBIT 3**

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**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

GORDON NOBORU YAMAGATA and  
STAMATIS F. PELARDIS, individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

RECKITT BENCKISER LLC,

Defendant.

Case No. 3:17-cv-03529-VC

**[PROPOSED] FINAL JUDGMENT**

**CLASS ACTION**

District Judge Vince Chhabria  
Courtroom 4, 17th Floor

**JURY TRIAL DEMANDED**

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IT IS HEREBY ADJUDGED AND DECREED PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 58 AS FOLLOWS:

(1) On this date, the Court entered an Order Granting Final Approval of Class Action Settlement in the above-captioned action; and

(2) Final judgment is entered in accordance with the Order Granting Final Approval of Class Action Settlement, for the reasons stated therein, and the above-captioned action is dismissed with prejudice.

SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2021.

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HONORABLE VINCE CHHABRIA  
UNITED STATES DISTRICT JUDGE

# **EXHIBIT 4**

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**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

GORDON NOBORU YAMAGATA and  
STAMATIS F. PELARDIS, individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

RECKITT BENCKISER LLC,

Defendant.

Case No. 3:17-cv-03529-VC

**DECLARATION OF CAMERON R. AZARI,  
ESQ. RE CLASS NOTICE PROGRAM**

**CLASS ACTION**

District Judge Vince Chhabria  
Courtroom 4, 17th Floor

Complaint Filed: June 19, 2017  
Trial Date: March 22, 2021

**DECLARATION OF CAMERON R. AZARI, ESQ. RE CLASS NOTICE PROGRAM**

I, Cameron Azari, declare as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice, and I have served as an expert in hundreds of federal and state cases involving class action notice plans.

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

4. Hilsoft has been involved with some of the most complex and significant notice programs in recent history, examples of which are discussed below. With experience in more than 450 cases, including more than 40 multi-district litigations, Hilsoft has prepared notices which have appeared in 53 languages and been distributed in almost every country, territory, and dependency in the world. Courts have recognized and approved numerous notice plans developed by Hilsoft, and those decisions have invariably withstood appellate and collateral review.

**EXPERIENCE RELEVANT TO THIS CASE**

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

Case No. 3:17-cv-03529-VC



1 a) *In re Takata Airbag Products Liability Litigation*, 1:15-md-02599-FAM  
2 (S.D. Fla), involved \$1.49 billion in settlements with BMW, Mazda, Subaru, Toyota, Honda,  
3 Nissan, and Ford regarding Takata airbags. The notice plans in those settlements included  
4 individual mailed notice to more than 59.6 million potential class members and extensive  
5 nationwide media via consumer publications, U.S. Territory newspapers, radio spots, internet  
6 banners, mobile banners, and behaviorally targeted digital media. Combined, the notice  
7 plans reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle,  
8 with a frequency of 4.0 times each.

9 b) *Hale v. State Farm Mutual Automobile Insurance Company, et al.*, 12-cv-  
10 00660 (S.D. Ill.), involved a \$250 million settlement with approximately 4.7 million class  
11 members. The extensive notice program provided individual notice via postcard or email to  
12 approximately 1.43 million class members and implemented a robust publication program which,  
13 combined with individual notice, reached approximately 78.8% of all U.S. adults aged 35+  
14 approximately 2.4 times each.

15 c) *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product*  
16 *Liability Litigation (Bosch Settlement)*, MDL No. 2672 (N.D. Cal.), involved a comprehensive  
17 notice program that provided individual notice to more than 946,000 vehicle owners via first class  
18 mail and to more than 855,000 via email. A targeted internet campaign further enhanced the notice  
19 effort.

20 d) *In re: Payment Card Interchange Fee and Merchant Discount Antitrust*  
21 *Litigation*, MDL No. 1720 (E.D.N.Y.), involved a \$6.05 billion settlement reached by Visa and  
22 MasterCard in 2012 with an intensive notice program, which included over 19.8 million direct mail  
23 notices to class members together with insertions in over 1,500 newspapers, consumer magazines,  
24 national business publications, trade and specialty publications, and language & ethnic targeted  
25 publications. Hilsoft also implemented an extensive online notice campaign with banner notices,  
26 which generated more than 770 million adult impressions, a settlement website in eight languages,  
27 and acquisition of sponsored search listings to facilitate locating the website. For the subsequent  
28 superseding \$5.54 billion settlement reached by Visa and MasterCard in 2019, Hilsoft implemented

1 an extensive notice program, which included over 16.3 million direct mail notices to class members  
2 together with over 354 print publication units and banner notices, which generated more than 689  
3 million adult impressions.

4 e) *In Re: Premera Blue Cross Customer Data Security Breach Litigation*, 3:15-  
5 md-2633 (D. Ore.), involved an extensive individual notice program, which included 8.6 million  
6 double-postcard notices and 1.4 million email notices. The notices informed class members of a  
7 \$32 million settlement for a “security incident” regarding class members’ personal information  
8 stored in Premera’s computer network, which was compromised. The individual notice efforts  
9 reached 93.3% of the settlement class. A settlement website, an informational release, and a geo-  
10 targeted publication notice further enhanced the notice efforts.

11 f) *In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico*,  
12 *on April 20, 2010*, MDL No. 2179 (E.D. La.), involved a dual landmark settlement notice programs  
13 to distinct “Economic and Property Damages” and “Medical Benefits” settlement classes for BP’s  
14 \$7.8 billion settlement of claims related to the Deepwater Horizon oil spill. Notice efforts included  
15 more than 7,900 television spots, 5,200 radio spots, and 5,400 print insertions and reached over  
16 95% of Gulf Coast residents.

17 g) *In re: Checking Account Overdraft Litigation*, MDL No. 2036 (S.D. Fla.),  
18 for multiple bank settlements from 2010-2020, the notice programs involved direct mail and email  
19 to millions of class members, as well as publication in relevant local newspapers. Representative  
20 banks included Fifth Third Bank, National City Bank, Bank of Oklahoma, Webster Bank, Harris  
21 Bank, M & I Bank, PNC Bank, Compass Bank, Commerce Bank, Citizens Bank, Great Western  
22 Bank, TD Bank, BancorpSouth, Comerica Bank, Susquehanna Bank, Associated Bank, Capital  
23 One, M&T Bank, Iberiabank, and Synovus are among the more than 20 banks.

24 6. Courts have recognized our testimony as to which method of notification is  
25 appropriate for a given case, and I have provided testimony on numerous occasions on whether a  
26 certain method of notice represents the best notice practicable under the circumstances. For  
27 example:

28

1 a) *In re: Lithium Ion Batteries Antitrust Litigation*, 4:13-md-02420, MDL No.  
2 2420 (N.D. Cal.), Judge Yvonne Gonzalez Rogers stated on December 10, 2020:

3 *The proposed notice plan was undertaken and carried out pursuant to this*  
4 *Court's preliminary approval order prior to remand, and a second notice*  
5 *campaign thereafter. (See Dkt. No. 2571.) The class received direct and*  
6 *indirect notice through several methods – email notice, mailed notice upon*  
7 *request, an informative settlement website, a telephone support line, and a*  
8 *vigorous online campaign. Digital banner advertisements were targeted*  
9 *specifically to settlement class members, including on Google and Yahoo's ad*  
10 *networks, as well as Facebook and Instagram, with over 396 million*  
11 *impressions delivered. Sponsored search listings were employed on Google,*  
12 *Yahoo and Bing, resulting in 216,477 results, with 1,845 clicks through to the*  
13 *settlement website. An informational released was distributed to 495 media*  
14 *contacts in the consumer electronics industry. The case website has continued*  
15 *to be maintained as a channel for communications with class members.*  
16 *Between February 11, 2020 and April 23, 2020, there were 207,205 unique*  
17 *visitors to the website. In the same period, the toll-free telephone number*  
18 *available to class members received 515 calls.*

19 b) *Lusnak v. Bank of America, N.A.*, CV 14-1855 (C.D. Cal.), Judge George H.  
20 Wu stated on August 10, 2020:

21 *The Court finds that the Notice program for disseminating notice to the*  
22 *Settlement Class, provided for in the Settlement Agreement and previously*  
23 *approved and directed by the Court, has been implemented by the Settlement*  
24 *Administrator and the Parties. The Court finds that such Notice program,*  
25 *including the approved forms of notice: (a) constituted the best notice that is*  
26 *practicable under the circumstances; (b) included direct individual notice to*  
27 *all Settlement Class Members who could be identified through reasonable*  
28 *effort; (c) constituted notice that was reasonably calculated, under the*  
*circumstances, to apprise Settlement Class Members of the nature of the*  
*Lawsuit, the definition of the Settlement Class certified, the class claims and*  
*issues, the opportunity to enter an appearance through an attorney if the*  
*member so desires; the opportunity, the time, and manner for requesting*  
*exclusion from the Settlement Class, and the binding effect of a class judgment;*  
*(d) constituted due, adequate and sufficient notice to all persons entitled to*  
*notice; and (e) met all applicable requirements of Federal Rule of Civil*  
*Procedure 23, due process under the U.S. Constitution, and any other*  
*applicable law.*

29 c) *Cook, et al. v. South Carolina Public Service Authority, et al.*, 2019-CP-23-  
30 6675 (Ct. of Com. Pleas. 13<sup>th</sup> Jud. Cir. S.C.), Judge Jean Hoefler Toal stated on July 31, 2020:

31 *Notice was sent to more than 1.65 million Class members, published in*  
32 *newspapers whose collective circulation covers the entirety of the State, and*  
33 *supplemented with internet banner ads totaling approximately 12.3 million*  
34 *impressions. The notices directed Class members to the settlement website and*  
35 *toll-free line for additional inquiries and further information. After this*

1                    *extensive notice campaign, only 78 individuals (0.0047%) have opted-out, and*  
 2                    *only nine (0.00054%) have objected. The Court finds this response to be*  
 3                    *overwhelmingly favorable.*

4                    d)        *Waldrup v Countrywide Financial Corporation, et al.*, 2:13-cv-08833 (C.D.  
 5                    Cal.), Judge Christina A. Snyder stated on July 16, 2020:

6                    *The Court finds that mailed and publication notice previously given to Class*  
 7                    *Members in the Action was the best notice practicable under the circumstances,*  
 8                    *and satisfies the requirements of due process and FED. R. CIV. P. 23. The Court*  
 9                    *further finds that, because (a) adequate notice has been provided to all Class*  
 10                    *Members and (b) all Class Members have been given the opportunity to object*  
 11                    *to, and/or request exclusion from, the Settlement, it has jurisdiction over all*  
 12                    *Class Members. The Court further finds that all requirements of statute*  
 13                    *(including but not limited to 28 U.S.C. § 1715), rule, and state and federal*  
 14                    *constitutions necessary to effectuate this Settlement have been met and*  
 15                    *satisfied.*

16                    e)        *In re Payment Card Interchange Fee and Merchant Discount Antitrust*  
 17                    *Litigation*, MDL No. 1720 (E.D.N.Y.) Judge Margo K. Brodie stated on December 13, 2019:

18                    *The notice and exclusion procedures provided to the Rule 23(b)(3) Settlement*  
 19                    *Class, including but not limited to the methods of identifying and notifying*  
 20                    *members of the Rule 23(b)(3) Settlement Class, were fair, adequate, and*  
 21                    *sufficient, constituted the best practicable notice under the circumstances, and*  
 22                    *were reasonably calculated to apprise members of the Rule 23(b)(3) Settlement*  
 23                    *Class of the Action, the terms of the Superseding Settlement Agreement, and*  
 24                    *their objection rights, and to apprise members of the Rule 23(b)(3) Settlement*  
 25                    *Class of their exclusion rights, and fully satisfied the requirements of Rule 23*  
 26                    *of the Federal Rules of Civil Procedure, any other applicable laws or rules of*  
 27                    *the Court, and due process.*

28                    f)        *In re: Takata Airbag Products Liability Litigation (Ford)*, MDL No. 2599  
 (S.D. Fla.), Judge Federico A. Moreno stated on December 20, 2018:

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

Center's illustrative class action notices.

g) *Hale v. State Farm Mutual Automobile Insurance Company, et al.*, 3:12-cv-00660-DRH-SCW (S.D. Ill.), Judge Herndon stated on December 16, 2018:

*The Class here is estimated to include approximately 4.7 million members. Approximately 1.43 million of them received individual postcard or email notice of the terms of the proposed Settlement, and the rest were notified via a robust publication program "estimated to reach 78.8% of all U.S. Adults Aged 35+ approximately 2.4 times." Doc. 966-2 ¶¶ 26, 41. The Court previously approved the notice plan (Doc. 947), and now, having carefully reviewed the declaration of the Notice Administrator (Doc. 966-2), concludes that it was fully and properly executed, and reflected "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." See Fed. R. Civ. P. 23(c)(2)(B). The Court further concludes that CAFA notice was properly effectuated to the attorneys general and insurance commissioners of all 50 states and District of Columbia.*

h) *Vergara, et al., v. Uber Technologies, Inc.*, 1:15-CV-06972 (N.D. Ill.), Judge Thomas M. Durkin stated on March 1, 2018:

*The Court finds that the Notice Plan set forth in Section IX of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Classes of the pendency of this case, certification of the Settlement Classes for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. Further, the Court finds that Defendant has timely satisfied the notice requirements of 28 U.S.C. Section 1715.*

i) *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litigation (Bosch Settlement)*, MDL No. 2672 (N.D. Cal.), Judge Charles R. Breyer stated on May 17, 2017:

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

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

1           *The Court finds that the Class Notice and Class Notice Plan satisfied and*  
2           *continue to satisfy the applicable requirements of Federal Rule of Civil*  
3           *Procedure 23(c)(2)(b) and 23(e), the Class Action Fairness Act (28 U.S.C. §*  
4           *1711 et seq.), and the Due Process Clause of the United States Constitution*  
          *(U.S. Const., amend. V), constituting the best notice that is practicable under*  
          *the circumstances of this litigation.*

5           *The notice program surpassed the requirements of Due Process, Rule 23, and*  
6           *CAFA. Based on the factual elements of the Notice Program as detailed*  
7           *below, the Notice Program surpassed all of the requirements of Due Process,*  
          *Rule 23, and CAFA.*

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

13           7.       Numerous other court opinions and comments regarding my testimony, and the  
14           adequacy of our notice efforts, are included in Hilsoft's curriculum vitae included as **Attachment 1**.  
15           In forming expert opinions, my staff and I draw from our in-depth class action case experience, as  
16           well as our educational and related work experiences. I am an active member of the Oregon State  
17           Bar, having received my Bachelor of Science from Willamette University and my Juris Doctor  
18           from Northwestern School of Law at Lewis and Clark College. I have served as the Director of  
19           Legal Notice for Hilsoft since 2008 and have overseen the detailed planning of virtually all of our  
20           court-approved notice programs during that time. Before assuming my current role with Hilsoft, I  
21           served in a similar role as Director of Epiq Legal Noticing (previously called Huntington Legal  
22           Advertising). Overall, I have over 20 years of experience in the design and implementation of legal  
23           notification and claims administration programs, having been personally involved in well over one  
24           hundred successful notice programs.

25           8.       The facts in this declaration are based on my personal knowledge, as well as  
26           information provided to me in by my colleagues in the ordinary course of my business at Hilsoft  
27           and Epiq.  
28

**OVERVIEW**

1  
2 9. This declaration will describe the Settlement’s Class Notice Program (“Class Notice  
3 Program”) and notice (the “Notice” or “Notices”) proposed here for *Yamagata v. Reckitt Benckiser*  
4 *LLC*, 3:14-cv-03529-VC in the United States District Court for the Northern District of California.  
5 We developed the Class Notice Program based on our prior experience and research into the notice  
6 issues in this case. We have analyzed and propose the most effective method practicable of notice  
7 for this Settlement Class.

8 10. It is my understanding from counsel for the parties that there are approximately  
9 6,173,000 potential Class Members. It is also my understanding that Class Counsel served  
10 subpoenas on Costco Wholesale Corporation, Walmart Inc. and Sam’s Club, Walgreen Co., Rite  
11 Aid Corporation, CVS Pharmacy, Inc., BJ’s Wholesale Club, Inc. and Amazon.com, Inc. (the  
12 “Subpoenaed Retailers”), for the names, email addresses, mailing addresses, and telephone  
13 numbers of their Class Member customers who purchased Move Free Advanced at any time during  
14 the Class Period.

15 11. As a result, data is available to provide individual notice to millions of identified  
16 Class Members. The data (in the form of physical addresses and/or email addresses) is available  
17 for every Class Member who was identified in the records of (1) eight third-party retailers obtained  
18 via subpoena that represent the largest sellers of MFA, and (2) Reckitt Benckiser, including but not  
19 limited to Class Members who directly purchased Move Free Advanced from the  
20 SchiffVitamins.com website or registered a purchase of Move Free Advanced with Reckitt  
21 Benckiser through the Schiff Move Free Rewards program or otherwise.

22 12. On March 19, 2021, Epiq received one file from Defendant, which contained 21,551  
23 records with name, physical address, and email address information where available.

24 13. On March 22, 2021, Epiq received one file from Walgreens Co., which contained  
25 940,931 records name, physical address, and email address information where available.

26 14. On March 24, 2021, Epiq received one file from counsel for Sam’s Club, which  
27 contained 733,135 records with name, physical address, and email address information where  
28 available.

1           15.     On March 24, 2021, Epiq received one file from counsel for Walmart Inc., which  
2 contained 149,979 records with name, physical address, and email address information where  
3 available.

4           16.     On March 31, 2021, Epiq received one file from BJ's Wholesale Club, Inc., which  
5 contained 146,675 records with name, physical address, and email address information where  
6 available.

7           17.     On April 6, 2021, Epiq received one file from counsel for Rite Aid Corporation,  
8 which contained 89,546 records with name, physical address, and email address information where  
9 available.

10          18.     On April 16, 2021, Epiq received 17 files from counsel for Costco Wholesale  
11 Corporation, which contained 2,947,295 records with name, physical address, and email address  
12 information where available.

13          19.     On April 23, 2021, Epiq received four files from counsel for CVS Pharmacy, Inc.,  
14 which contained 512,825 records with name, physical address, and email address information  
15 where available.

16          20.     Subsequently, Epiq combined the purchase data files from each of the retailers,  
17 analyzed the data to remove duplicate records where possible (to avoid sending redundant notices),  
18 and standardized the data in preparation to providing individual notice. These efforts resulted in  
19 3,967,862 unique Class Member records. Of these records, 1,676,568 records were missing a valid  
20 email address. Epiq sent the 1,676,568 records to a third-party address search company to perform  
21 email address lookups (reverse appended mailing addresses to obtain emails). This process was  
22 completed since sending email notice is less expensive than sending physical mail (both methods  
23 of providing notice are effective). This resulted in 2,905,517 Class Member records with a facially  
24 valid email address, which will be sent the Email Notice and 903,400 Class Member records that  
25 will be sent a summary Postcard Notice. The Email Notices and the summary Postcard Notices  
26 will include a Unique ID for each individual Class Member, which can be input when filing an  
27 online Claim Form on the Settlement Website. In addition, it is my understanding that Amazon  
28 will send an Email Notice directly to 859,695 Class Members who are Amazon customers that



1 Amazon’s records indicate purchased Move Free Advanced during the Class Period.

2 21. As a result of these various efforts, 3,765,212 Class Members will be directly sent  
3 an Email Notice and 903,400 Class Members will be directly mailed the summary Postcard Notice.  
4 This represents an estimated 75.6% of the Settlement Class will be sent Notice. The individual  
5 notice effort will be supplemented by a targeted media campaign.

6 22. In my opinion, the proposed Class Notice Program is designed to reach the greatest  
7 practicable number of Class Members through the use of individual notice and targeted media  
8 notice.

9 **CLASS NOTICE PROGRAM METHODOLOGY**

10 23. Federal Rule of Civil Procedure 23 directs that notice must be the best notice  
11 practicable under the circumstances must include “individual notice to all members who can be  
12 identified through reasonable effort.”<sup>1</sup> The proposed Class Notice Program will satisfy this  
13 requirement.

14 24. Data sources and tools that are commonly employed by experts in this field were  
15 used to analyze and develop the media portion of this Class Notice Program. These include GfK  
16 Mediamark Research & Intelligence, LLC (“MRI”) data,<sup>2</sup> which provides statistically significant  
17 readership and product usage data, Comscore,<sup>3</sup> and Alliance for Audited Media (“AAM”)<sup>4</sup>

18  
19 <sup>1</sup> Fed. R. Civ. P. 23(c)(2)(B).

20 <sup>2</sup> GfK Mediamark Research & Intelligence, LLC (“MRI”) is a leading source of publication  
21 readership and product usage data for the communications industry. MRI offers comprehensive  
22 demographic, lifestyle, product usage and exposure to all forms of advertising media collected from  
23 a single sample. As the leading U.S. supplier of multimedia audience research, MRI provides  
information to magazines, televisions, radio, Internet, and other media, leading national advertisers,  
and over 450 advertising agencies—including 90 of the top 100 in the United States. MRI’s national  
syndicated data is widely used by companies as the basis for the majority of the media and marketing  
plans that are written for advertised brands in the U.S.

24 <sup>3</sup> Comscore is a global Internet information provider on which leading companies and advertising  
25 agencies rely for consumer behavior insight and Internet usage data. Comscore maintains a  
26 proprietary database of more than two million consumers who have given comScore permission to  
27 monitor their browsing and transaction behavior, including online and offline purchasing.  
Comscore panelists also participate in survey research that captures and integrates their attitudes  
and intentions.

28 <sup>4</sup> Established in 1914 as the Audit Bureau of Circulations (“ABC”), and rebranded as Alliance for  
Audited Media (“AAM”) in 2012, AAM is a non-profit cooperative formed by media, advertisers,

1 statements, which certify how many readers buy or obtain copies of publications. These tools,  
2 along with demographic breakdowns indicating how many people use each media vehicle, as well  
3 as computer software that take the underlying data and factor out the duplication among audiences  
4 of various media vehicles, allow us to determine the net (unduplicated) reach of a particular mailing  
5 and media schedule. We combine the results of this analysis to help determine notice plan  
6 sufficiency and effectiveness.

7 25. **Tools and data trusted by the communications industry and courts.** Virtually all  
8 of the nation's largest advertising agency media departments utilize, scrutinize, and rely upon such  
9 independent, time-tested data and tools, including net reach and de-duplication analysis  
10 methodologies, to guide the billions of dollars of advertising placements that we see today,  
11 providing assurance that these figures are not overstated. These analyses and similar planning tools  
12 have become standard analytical tools for evaluations of notice programs and have been regularly  
13 accepted by courts.

14 26. In fact, advertising and media planning firms around the world have long relied on  
15 audience data and techniques: AAM data has been relied on since 1914; 90 to 100% of media  
16 directors use reach and frequency planning;<sup>5</sup> all of the leading advertising and communications  
17 textbooks cite the need to use reach and frequency planning.<sup>6</sup> Ninety of the top one hundred media

18 \_\_\_\_\_  
19 and advertising agencies to audit the paid circulation statements of magazines and newspapers.  
20 AAM is the leading third party auditing organization in the U.S. It is the industry's leading, neutral  
21 source for documentation on the actual distribution of newspapers, magazines, and other  
22 publications. Widely accepted throughout the industry, it certifies thousands of printed publications  
23 as well as emerging digital editions read via tablet subscriptions. Its publication audits are  
24 conducted in accordance with rules established by its Board of Directors. These rules govern not  
25 only how audits are conducted, but also how publishers report their circulation figures. AAM's  
26 Board of Directors is comprised of representatives from the publishing and advertising  
27 communities.

28 <sup>5</sup> See generally Peter B. Turk, Effective Frequency Report: Its Use And Evaluation By Major  
Agency Media Department Executives, 28 J. ADVERTISING RES. 56 (1988); Peggy J. Kreshel et  
al., How Leading Advertising Agencies Perceive Effective Reach and Frequency, 14  
J. ADVERTISING 32 (1985).

<sup>6</sup> Textbook sources that have identified the need for reach and frequency for years include: JACK  
S. SISSORS & JIM SURMANEK, ADVERTISING MEDIA PLANNING, 57-72 (2d ed. 1982);  
KENT M. LANCASTER & HELEN E. KATZ, STRATEGIC MEDIA PLANNING 120-156  
(1989); DONALD W. JUGENHEIMER & PETER B. TURK, ADVERTISING MEDIA 123-126

1 firms use MRI data, Comscore is used by the major holding company agencies worldwide which  
 2 includes Dentsu Aegis Networking, GroupM, IPG and Publicis, in addition to independent agencies  
 3 for TV and digital media buying and planning, and at least 25,000 media professionals in 100  
 4 different countries use media planning software.

5 **CLASS NOTICE PROGRAM DETAIL**

6 27. I have reviewed the proposed Stipulation of Settlement and understand that the  
 7 Settlement Class is defined as:

8 [A]ll persons who purchased within the United States and its territories  
 9 Move Free Advanced, Move Free Advanced Plus MSM, or Move Free  
 10 Advanced Plus MSM & Vitamin D, other than solely for purposes of  
 resale, from May 28, 2015 to the date of the Preliminary Approval Order.

11 Excluded from the Settlement Class are: (i) jurists and mediators who are  
 12 or have presided over the Action, Plaintiffs' Counsel and Defendant's  
 13 Counsel, their employees, legal representatives, heirs, successors,  
 14 assigns, or any members of their immediate family; (ii) any government  
 15 entity; (iii) Reckitt Benckiser and any entity in which Reckitt Benckiser  
 has a controlling interest, any of its subsidiaries, parents, affiliates, and  
 officers, directors, employees, legal representatives, heirs, successors, or  
 assigns, or any members of their immediate family; and (iv) any persons  
 who timely opt-out of the Settlement Class.

16 28. Given our experience with similar notice efforts, we expect that the proposed Class  
 17 Notice Program (individual notice and supplemental media - nationally distributed digital and  
 18 social media) will reach at least 80% of the Settlement Class. In my experience, the projected reach  
 19 of the Class Notice Program is consistent with or exceeds other court-approved notice programs,  
 20 is the best notice practicable under the circumstances of this case and has been designed to satisfy  
 21 the requirements of due process, including its "desire to actually inform" requirement.<sup>7</sup>

22 \_\_\_\_\_  
 23 (1980); JACK Z. SISSORS & LINCOLN BUMBA, ADVERTISING MEDIA PLANNING 93 122  
 24 (4th ed. 1993); JIM SURMANEK, INTRODUCTION TO ADVERTISING MEDIA: RESEARCH,  
 PLANNING, AND BUYING 106-187 (1993).

25 <sup>7</sup> *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) ("But when notice is a  
 26 person's due, process which is a mere gesture is not due process. The means employed must be  
 27 such as one desirous of actually informing the absentee might reasonably adopt to accomplish it.  
 The reasonableness and hence the constitutional validity of any chosen method may be defended on  
 28 the ground that it is in itself reasonably certain to inform those affected . . ."); see also *In re Hyundai  
 & Kia Fuel Econ. Litig.*, 926 F.3d 539, 567 (9th Cir. 2019) ("To satisfy Rule 23(e)(1), settlement  
 notices must 'present information about a proposed settlement neutrally, simply, and

1           29.       The Media Plan includes various forms of notice, utilizing, a newspaper  
2 publication, internet banner advertising, social media, sponsored search listings, and an  
3 informational release. The combined measureable reach of the overall Class Notice Program  
4 (accounting for individual notice and supplemental media - nationally distributed digital and social  
5 media) will be at least 80% of adults, aged 45+ in the United States who are vitamin/supplement  
6 users. “Reach” refers to the estimated percentage of the unduplicated audience exposed to the  
7 notice. The reach will be further enhanced by newspaper notice, internet sponsored search listings,  
8 an informational release, and a Settlement Website, which are not included in the estimated reach  
9 calculation.

### **CLASS NOTICE PROGRAM**

#### ***Email Notice – Direct Mail***

10  
11  
12           30.       Epiq will send an Email Notice to all 2,905,517 identified Class Members for  
13 whom a facially valid email address is available – this does not include Class Members who are  
14 Amazon customers that Amazon’s records indicate purchased Move Free Advanced during the  
15 Class Period. Under the terms of the Settlement, Amazon will send an email notice (the “Amazon  
16 Email Notice”) directly to these 859,695 Class Members. Industry standard best practices will be  
17 followed for the Email Notice efforts. The Email Notice has been drafted in such a way that the  
18 subject line, the sender, and the body of the message are designed to overcome SPAM filters and  
19 ensure readership to the fullest extent reasonably practicable. For instance, the Email Notice will  
20 use an embedded html text format. This format will provide easy to read text without graphics,  
21 tables, images, attachments, and other elements that would increase the likelihood that the  
22 message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. The Email  
23 Notices will be sent from an IP address known to major email providers as one not used to send  
24 bulk “SPAM” or “junk” email blasts. Each Email Notice will be transmitted with a digital  
25

26 \_\_\_\_\_  
27 understandably.’ ‘Notice is satisfactory if it generally describes the terms of the settlement in  
28 sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be  
heard.’”) (citations omitted); N.D. Cal. Procedural Guidance for Class Action Settlements,  
Preliminary Approval (3) (articulating best practices and procedures for class notice).

1 signature to the header and content of the Email Notice, which will allow ISPs to  
2 programmatically authenticate that the Email Notices are from our authorized mail servers. Each  
3 Email Notice will also be transmitted with a unique message identifier. If the receiving email  
4 server cannot deliver the message, a “bounce code” will be returned along with the unique  
5 message identifier. For any Email Notice for which a bounce code is received indicating that the  
6 message was undeliverable for reasons such as an inactive or disabled account, the recipient’s  
7 mailbox was full, technical auto-replies, etc., at least two additional attempts will be made to  
8 deliver the Notice by email.

9 31. The Email Notice will include an embedded link to the Settlement Website. By  
10 clicking the link, recipients will be able to easily file an online claim, access the Long Form Notice,  
11 Settlement Agreement and other information about the Settlement.

12 ***Individual Notice – Direct Mail***

13 32. A summary Postcard Notice will be sent to all 903,400 identified Class Members  
14 for whom a facially valid email address is not available, but a physical address is available. A  
15 Postcard Notice will also be sent to all identified Class Members with an undeliverable Email  
16 Notice after several attempts. The Postcard Notice will direct the recipients to the Settlement  
17 Website where they can access additional information and easily file a claim. The Postcard Notice  
18 will be sent via the United States Postal Service (“USPS”) first class mail.

19 33. Prior to mailing, all mailing addresses provided will be checked against the National  
20 Change of Address (“NCOA”) database maintained by the USPS.<sup>8</sup> In addition, the addresses will  
21 be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip  
22 code, and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the  
23 addresses. This address updating process is standard for the industry and for the majority of  
24 promotional mailings that occur today.

25  
26 \_\_\_\_\_  
27 <sup>8</sup> The NCOA database contains records of all permanent change of address submissions received by  
28 the USPS for the last four years. The USPS makes this data available to mailing firms and lists  
submitted to it are automatically updated with any reported move based on a comparison with the  
person’s name and known address.



1 The internet has proven to be an efficient and cost-effective method to target class members as part  
2 of providing notice of class certification and/or a settlement for a class action case. According to  
3 GfK MRI syndicated research, over 84% of adults, aged 45+ in the United States who are  
4 vitamin/supplement users are online.

5 38. The Class Notice Program includes targeted banner advertising on selected  
6 advertising networks, which will be targeted to Class Members. The Internet Banner  
7 Advertisements will link directly to the Settlement Website, thereby allowing visitors easy access  
8 to relevant information and documents. The Internet Banner Advertisements will use language  
9 from the Email Notice headline, which will allow users to identify themselves as potential Class  
10 Members. As an additional way to draw the interest of Class Members, and to be consistent with  
11 FJC recommendations that a picture or graphic may help class members self-identify, the Internet  
12 Banner Advertisements will prominently feature high-resolution pictures of the Move Free  
13 Advanced packaging.

14 39. The Class Notice Program includes Internet Banner Advertisements in various sizes,  
15 which will be placed on the advertising networks, *Google Display Network* and *Verizon (Yahoo)*  
16 *Audience Network*. Combined, these ad networks cover 90% of the United States' population that  
17 is online. All Internet Banner Advertisements will run on desktop, mobile and tablet devices and  
18 will be distributed to the selected targeted audiences nationwide as described below.

19 40. Internet Banner Advertisements will also be targeted (remarketed) to people who  
20 visit the Settlement Website as well as those individuals whose online behaviors and interests  
21 mimicked those who clicked through to the Settlement Website. Targeting the Internet Banner  
22 Advertisements to these "lookalike" audiences across the *Google Display Network* is a  
23 sophisticated advertising technique that provides an effective and efficient way to distribute class  
24 notice and drive settlement awareness.

25 41. The Class Notice Program also includes advertising on social media, which will  
26 consist of Internet Banner Advertisements on *Facebook* and on *Instagram* in various sizes.  
27 *Facebook* is the leading social networking site in the U.S. and combined with *Instagram* covers  
28 over 300 million users in the United States. The *Facebook* and *Instagram* Internet Banner

1 Advertisements will be distributed to a variety of target audiences relevant to Move Free Advanced  
2 based on an individual's demonstrated interests and/or likes.

3 42. More details regarding the target audiences, distribution, and specific ad sizes of the  
4 Internet Banner Advertisements, are included in the following table.

<i>Network/Property</i>	<i>Target</i>	<i>Distribution</i>	<i>Ad Sizes</i>	<i>Impressions</i>
<i>Google Display Network</i>	Custom Intent: Vitamins, Supplements	National	728x90, 300x250, 300x600, 970x250	30,000,000
<i>Google Display Network</i>	Custom Affinity: Vitamins, Supplements	National	728x90, 300x250, 300x600, 970x250	30,000,000
<i>Facebook</i>	Interests: Vitamin Shoppe, Vitamin Center, Vitamin Club, Vitamin World	National	Newsfeed & Right Hand Column	30,000,000
<i>Facebook</i>	Interests: Affordable Supplements, Supplemental Nutrition	National	Newsfeed & Right Hand Column	30,000,000
<i>Instagram</i>	Interests: Vitamin Shoppe, Vitamin Center, Vitamin Club, Vitamin World	National	Newsfeed	12,500,000
<i>Instagram</i>	Interests: Affordable Supplements, Supplemental Nutrition	National	Newsfeed	12,500,000
<i>Verizon Media</i>	Health Channel	National	728x90, 300x250, 300x600, 970x250	35,000,000
<b>Total</b>				<b>180,000,000</b>

19 43. Combined, 180 million targeted impressions will be generated by the Internet  
20 Banner Advertisements, which will run for approximately 40 days nationwide.<sup>9</sup> Clicking on the  
21 Internet Banner Advertisements will link the reader to the Settlement Website, where they can  
22 easily obtain detailed information about the case and file a Claim Form.

23 44. Throughout the implementation of the Class Notice Program, Hilsoft will  
24 continuously monitor the effectiveness of the Class Notice Program to ensure impression goals are

25 \_\_\_\_\_  
26 <sup>9</sup> The third-party ad management platform, ClickCease will be used to audit the digital Banner  
27 Notice ad placements. This type of platform tracks all Banner Notice ad clicks to provide real-time  
28 ad monitoring, fraud traffic analysis, blocks clicks from fraudulent sources, and quarantines  
dangerous IP addresses. This helps reduce wasted, fraudulent or otherwise invalid traffic (e.g., ads  
being seen by 'bots' or non-humans, ads not being viewable, etc.).



1 met to satisfy a combined reach of at least 80%.

2 ***Sponsored Search Listings***

3 45. The Class Notice Program includes purchasing sponsored search listings to facilitate  
4 locating the Settlement Website. Sponsored search listings will be acquired on the three most  
5 highly-visited internet search engines: *Google, Yahoo!* and *Bing*. When search engine visitors  
6 search on selected common keyword combinations related to the case, the sponsored search listing  
7 will be generally displayed at the top of the page prior to the search results or in the upper right-  
8 hand column. Representative search terms will include word and phrase variations of arthritis pain,  
9 joint pain, Move Free Advanced, glucosamine, and chondroitin. The sponsored search listings will  
10 be displayed nationwide.

11 ***Informational Release***

12 46. To build additional reach and extend exposures, a party-neutral Informational  
13 Release will be issued broadly over PR Newswire to approximately 5,000 general media (print and  
14 broadcast) outlets, including local and national newspapers, magazines, national wire services,  
15 television and radio broadcast media across the United States as well as approximately 4,500  
16 websites, online databases, internet networks and social networking media. These media sources  
17 include numerous websites and blogs covering health, wellness and aging topics such as WebMD,  
18 Harvard Public Health Review, Healthy Aging, American Pharmaceutical Review, and VeryWell  
19 Health. In addition, the Informational Release in Spanish will be issued to the Hispanic newswire.  
20 The Hispanic newswire reaches approximately 7,000 U.S. Hispanic media contacts including online  
21 placement of over 100 Hispanic websites nationally.

22 47. The Informational Release will include the address of the Settlement Website and  
23 the toll-free telephone number. Although there is no guarantee that any news stories will result,  
24 the Informational Release will serve a valuable role by providing additional notice exposures  
25 beyond that which was provided by the paid media.

26 ***Settlement Website, Toll-free Telephone Number, and Postal Mailing Address***

27 48. On or before the Notice Date, a Settlement Website will be established with the  
28 domain name [www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com). The Settlement Website will feature an

1 easy-to-view link whereby the website’s text can be translated into Spanish. The Settlement  
2 Website will allow Class Members to obtain detailed information about the case and review key  
3 documents, including the Second Amended Complaint, Long Form Notice, Claim Form, Exclusion  
4 Request Form, Settlement Agreement, Preliminary Approval Order, Preliminary and Final  
5 Approval Memoranda, Motion for Attorneys’ Fees and Expenses, answers to frequently asked  
6 questions (“FAQs”), and Final Approval Order. Class Members will also be able to easily file a  
7 Claim Form and Request for Exclusion on the Settlement Website. The website address will be  
8 displayed prominently on all Class Notice documents.

9 49. The Settlement Website will be configured to encourage Class Members to easily  
10 file a Claim Form online. Class Members will be presented with the option to click a button to file  
11 a claim for a “Cash Payment”. Class Members will be able to easily input their Unique ID, as  
12 provided on their Email Notice or summary Postcard Notice, which will then pre-populate the  
13 online Claim Form with the Class Member’s name and address information, if available. Class  
14 Members will also have the option to select to receive their payment digitally. The option of  
15 receiving a digital payment has become more commonplace in class action settlement  
16 administration. Beyond meeting the expectations of many Class Members that digital payments  
17 should be an option, they have the added benefit of being less expensive to administer (because of  
18 no postage or potential for check reissue requests), leaving more of the Common Fund available to  
19 distribute to the for Class. Also, digital payments can be made more quickly – and directly to  
20 whatever option Class Members may select.

21 50. Based on our experience, Epiq estimates the take rate for the entire Settlement Class  
22 will range from 5.4% to 7%. Of the 75.6% estimated Class Members to be sent direct notice, the  
23 take rate will range from 7% to 9%. Also, based on our experience in similar class actions, Epiq  
24 estimates that of the Claims filed *without* a proof of purchase, 9.5% of claimants will submit a  
25 claim for one unit, 30% of claimants will claim two units, and 60% of claimants will claim three  
26 units; and the remaining .5% of claims filed will be *with* a proof of purchase. Epiq therefore  
27 calculates the aggregate amount claimed to be \$18,601,610 to \$23,796,592.

28 51. Also, based on our experience in similar class actions, Epiq estimates that of the

1 Claims filed *without* a proof of purchase, 9.5% of claimants will submit a claim for one unit, 30%  
2 of claimants will claim two units, and 60% of claimants will claim three units; and the remaining  
3 .5% of claims filed will be *with* a proof of purchase. Epiq therefore calculates the aggregate amount  
4 claimed to be \$18,601,609.91 to \$23,796,592.21.

5 52. A toll-free telephone number will also be established to allow Class Members to call  
6 for additional information, listen to answers to FAQs, and request that a Notice and Claim Form be  
7 mailed to them. The toll-free telephone number will be prominently displayed in the Notice  
8 documents as well. The automated phone system will be available 24 hours per day, 7 days per  
9 week. At appropriate phases of the case, and during normal business hours, callers will also have  
10 the option to speak to a service agent.

11 53. A post office box for correspondence about the case will also be established and  
12 maintained, allowing Class Members to contact the Settlement Administrator by mail with any  
13 specific requests or questions.

#### 14 PLAIN LANGUAGE NOTICE DESIGN

15 54. The proposed Class Notices are designed to be “noticed” and reviewed by Class  
16 Members and are written in plain language so the Class Notices will be understood by Class  
17 Members. The design of the Class Notices follows the principles embodied in the Federal Judicial  
18 Center’s illustrative “model” notices posted at [www.fjc.gov](http://www.fjc.gov). Many courts, and as previously cited,  
19 the FJC itself, have approved notices that we have written and designed in a similar fashion. The  
20 proposed Class Notices contain substantial, albeit easy-to-read, summaries of all of the key  
21 information about Class Members’ rights and options. Consistent with our normal practice, all  
22 notice documents will undergo a final edit prior to actual mailing and publication for grammatical  
23 errors and accuracy.

24 55. The proposed Class Notices are designed to increase noticeability and  
25 comprehension. Once people “notice” the Class Notices, it is critical that they can understand  
26 them. As such, the proposed Class Notices, as written, are clearly worded with an emphasis on  
27 simple, plain language to encourage readership and comprehension.

28 56. The proposed Email Notice and Postcard Notice feature a prominent headline in

1 bold text. These design elements will alert recipients and readers that the Notice is an important  
2 document authorized by a court and that the content may affect them, thereby supplying reasons to  
3 read the Notice.

4 57. The proposed Long Form Notice, which will be available in English and Spanish,  
5 provides substantial information to Class Members. It begins with a summary page, which  
6 provided a concise overview of the important information and a table, which highlights key options  
7 available to Class Members. A table of contents, categorized into logical sections, helps to organize  
8 the information, while a question and answer format makes it easy to find answers to common  
9 questions by breaking the information into simple headings.

#### 10 *Notice and Claim Administration Expenses*

11 58. The combined, approximate cost to provide notice and handle the settlement  
12 administration is currently estimated at \$1,115,872. The actual total cost for providing settlement  
13 administration is dependent upon variables such as the number of calls to the toll-free line, the  
14 number of claims submitted, the validity and completeness of those claim submissions and the  
15 number of Class Members sent a payment, etc. All costs are subject to the Service Contract under  
16 which Epiq will be retained as the administrator, and the terms and conditions of that agreement.

#### 17 CONCLUSION

18 59. In class action notice planning, execution, and analysis, we are guided by due  
19 process considerations under the United States Constitution, and by case law pertaining to the  
20 recognized notice standards under Rule 23. This framework directs that the notice plan be  
21 optimized to reach the class and, in a settlement notice situation such as this, that the notice or  
22 notice plan itself not limit knowledge of legal rights—nor the ability to exercise other options—to  
23 class members in any way. Based on the information that has been provided to me at this point, all  
24 of these requirements will be met in this case.

25 60. The Class Notice Program includes individual notice to millions of identified Class  
26 Members and supplemental media. With the address updating protocols that will be employed, we  
27 reasonably expect the Class Notice Program (individual notice and supplemental media - nationally  
28 distributed digital and social media) will reach at least 80% of the Settlement Class. The reach will

1 be further enhanced by newspaper notice, internet sponsored search listings, an informational  
2 release, and a Settlement Website. In 2010, the Federal Judicial Center issued a Judges' Class  
3 Action Notice and Claims Process Checklist and Plain Language Guide. This Guide states that,  
4 "the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether  
5 all the notice efforts together will reach a high percentage of the class. It is reasonable to reach  
6 between 70–95%." Here, we have developed a Class Notice Program that will readily achieve a  
7 reach within that standard.

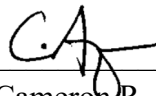
8 61. Our notice effort follows the guidance for how to satisfy due process obligations  
9 that a notice expert gleans from the United States Supreme Court's seminal decisions, which are:  
10 a) to endeavor to actually inform the class, and b) to demonstrate that notice is reasonably calculated  
11 to do so:

- 12 A. "But when notice is a person's due, process which is a mere gesture is not due  
13 process. The means employed must be such as one desirous of actually informing  
14 the absentee might reasonably adopt to accomplish it," *Mullane v. Central Hanover*  
15 *Trust*, 339 U.S. 306, 315 (1950).  
16 B. "[N]otice must be reasonably calculated, under all the circumstances, to apprise  
17 interested parties of the pendency of the action and afford them an opportunity to  
18 present their objections," *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) citing  
19 *Mullane* at 314.

20 62. The Class Notice Program described above provides for the best notice practicable  
21 under the circumstances of this case, conforms to all aspects of the Rule 23, and comports with the  
22 guidance for effective notice set out in the Manual for Complex Litigation, Fourth.

23 63. The Class Notice Program schedule affords sufficient time to provide full and proper  
24 notice to Class Members before the exclusion request and objection deadlines.

25 I declare under penalty of perjury of the laws of the United States and the State of California  
26 that the foregoing is true and correct. Executed on May 12, 2021, at Beaverton, Oregon.

27   
Cameron R. Azari

# Attachment 1

# HILSOFT NOTIFICATIONS

Hilsoft Notifications (“Hilsoft”) is a leading provider of legal notice services for large-scale class action and bankruptcy matters. We specialize in providing quality, expert, and notice plan development – designing notice programs that satisfy due process requirements and withstand judicial scrutiny. Hilsoft is a business unit of Epiq Class Action & Claims Solutions, Inc. (“Epiq”). Hilsoft has been retained by defendants or plaintiffs for more than 450 cases, including more than 40 MDL cases, with notices appearing in more than 53 languages and in almost every country, territory and dependency in the world. For more than 25 years, Hilsoft’s notice plans have been approved and upheld by courts. Case examples include:

- Hilsoft designed and implemented monumental notice campaigns to notify current or former owners or lessees of certain BMW, Mazda, Subaru, Toyota, Honda, Nissan, and Ford vehicles as part of \$1.49 billion in settlements regarding Takata airbags. The Notice Plans included individual mailed notice to more than 59.6 million potential class members and notice via consumer publications, U.S. Territory newspapers, radio, internet banners, mobile banners, and other behaviorally targeted digital media. Combined, the Notice Plans reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle with a frequency of 4.0 times each. ***In re: Takata Airbag Products Liability Litigation (OEMS – BMW, Mazda, Subaru, Toyota, Honda, Nissan and Ford)***, MDL No. 2599 (S.D. Fla.).
- For a landmark \$6.05 billion settlement reached by Visa and MasterCard in 2012, Hilsoft implemented an intensive notice program, which included over 19.8 million direct mail notices to class members together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade and specialty publications, and language & ethnic targeted publications. Hilsoft also implemented an extensive online notice campaign with banner notices, which generated more than 770 million adult impressions, a settlement website in eight languages, and acquisition of sponsored search listings to facilitate locating the website. For the subsequent, superseding \$5.54 billion settlement reached by Visa and MasterCard in 2019, Hilsoft implemented an extensive notice program, which included over 16.3 million direct mail notices to class members together with over 354 print publication insertions and banner notices, which generated more than 689 million adult impressions. ***In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation***, 05-MD-1720, MDL No. 1720 (E.D.N.Y.).
- For a \$250 million settlement with approximately 4.7 million class members, Hilsoft designed and implemented a notice program with individual notice via postcard or email to approximately 1.43 million class members and a robust publication program, which combined, reached approximately 78.8% of all U.S. adults aged 35+ approximately 2.4 times each. ***Hale v. State Farm Mutual Automobile Insurance Company, et al.***, 12-cv-00660 (S.D. Ill.).
- Hilsoft designed and implemented an extensive individual notice program, which included 8.6 million double-postcard notices and 1.4 million email notices. The notices informed class members of a \$32 million settlement for a “security incident” regarding class members’ personal information stored in Premera’s computer network, which was compromised. The individual notice efforts reached 93.3% of the settlement class. A settlement website, an informational release, and a geo-targeted publication notice further enhanced the notice efforts. ***In re: Premera Blue Cross Customer Data Security Breach Litigation***, 3:15-md-2633 (D. Ore.).
- Hilsoft provided notice for the \$113 million lithium-ion batteries antitrust litigation settlements, which included individual notice via email to millions of class members, banner and social media ads, an informational release, and a settlement website. ***In re: Lithium Ion Batteries Antitrust Litigation***, 4:13-md-02420, MDL No. 2420 (N.D. Cal.).
- Hilsoft designed a notice program that included extensive data acquisition and mailed notice to inform owners and lessees of specific models of Mercedes-Benz vehicles. The notice program reached approximately 96.5% of all class members. ***Callaway v. Mercedes-Benz USA, LLC***, 8:14-cv-02011 (C.D. Cal.).

- Hilsoft provided notice for a \$520 million settlement, which involved utility customers (residential, commercial, industrial, etc.) who paid utility bills. The notice program included individual notice to more than 1.6 million known class members via postal mail or email and a supplemental publication notice in local newspapers, banner notices, and a settlement website. The individual notice efforts alone reached more than 98.6% of the class. **Cook, et al. v. South Carolina Public Service Authority, et al.**, 2019-CP-23-6675 (Ct. of Com. Pleas. 13<sup>th</sup> Jud. Cir. S.C.).
- For a \$20 million TCPA settlement that involved Uber, Hilsoft created a notice program, which resulted in notice via mail or email to more than 6.9 million identifiable class members. The combined measurable notice effort reached approximately 90.6% of the settlement class with direct mail and email, newspaper and internet banner ads. **Vergara, et al., v. Uber Technologies, Inc.**, 1:15-CV-06972 (N.D. Ill.).
- A comprehensive notice program within the *Volkswagen Emissions Litigation* that provided individual notice to more than 946,000 vehicle owners via first class mail and to more than 855,000 vehicle owners via email. A targeted internet campaign further enhanced the notice effort. **In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)**, MDL No. 2672 (N.D. Cal.).
- Hilsoft designed and implemented a comprehensive notice plan, which included individual notice via an oversized postcard notice to more than 740,000 class members as well as email notice to class members. Combined the individual notice efforts delivered notice to approximately 98% of the class. Supplemental newspaper notice in four large-circulation newspapers and a settlement website further expanded the notice efforts. **Lusnak v. Bank of America, N.A.**, CV 14-1855 (C.D. Cal.).
- Hilsoft provided notice for both the class certification and the settlement phases of the case. The individual notice efforts included sending postcard notices to more than 2.3 million class members, which reached 96% of the class. Publication notice in a national newspaper, targeted internet banner notices and a settlement website further extended the reach of the notice plan. **Waldrup v. Countrywide Financial Corporation, et al.**, 2:13-cv-08833 (C.D. Cal.).
- An extensive notice effort regarding asbestos personal injury claims and rights as to Debtors' Joint Plan of Reorganization and Disclosure Statement that was designed and implemented by Hilsoft. The notice program included nationwide consumer print publications, trade and union labor publications, internet banner advertising, an informational release, and a website. **In re: Kaiser Gypsum Company, Inc., et al.**, 16-31602 (Bankr. W.D. N.C.).
- Hilsoft designed and implemented an extensive settlement notice plan for a class period spanning more than 40 years for smokers of light cigarettes. The notice plan delivered a measured reach of approximately 87.8% of Arkansas adults 25+ with a frequency of 8.9 times and approximately 91.1% of Arkansas adults 55+ with a frequency of 10.8 times. Hispanic newspaper notice, an informational release, radio public service announcements ("PSAs"), sponsored search listings and a case website further enhanced reach. **Miner v. Philip Morris USA, Inc.**, 60CV03-4661 (Ark. Cir. Ct.).
- A large asbestos bar date notice effort, which included individual notice, national consumer publications, hundreds of local and national newspapers, Spanish newspapers, union labor publications, and digital media to reach the target audience. **In re: Energy Future Holdings Corp., et al.**, 14-10979 (Bankr. D. Del.).
- Overdraft fee class actions have been brought against nearly every major U.S. commercial bank. For related settlements from 2010-2020, Hilsoft has developed programs that integrate individual notice and in some cases paid media efforts. Fifth Third Bank, National City Bank, Bank of Oklahoma, Webster Bank, Harris Bank, M&I Bank, PNC Bank, Compass Bank, Commerce Bank, Citizens Bank, Great Western Bank, TD Bank, BancorpSouth, Comerica Bank, Susquehanna Bank, Associated Bank, Capital One, M&T Bank, Iberiabank and Synovus are among the more than 20 banks that have retained Epiq (Hilsoft). **In re: Checking Account Overdraft Litigation**, MDL No. 2036 (S.D. Fla.).
- For one of the largest and most complex class action case in Canadian history, Hilsoft designed and implemented groundbreaking notice to disparate, remote indigenous people in the multi-billion dollar settlement. **In re: Residential Schools Class Action Litigation**, 00-CV-192059 CPA (Ont. Super. Ct.).



- BP's \$7.8 billion settlement related to the Deepwater Horizon oil spill emerged from possibly the most complex class action case in U.S. history. Hilsoft drafted and opined on all forms of notice. The 2012 dual notice program to "Economic and Property Damages" and "Medical Benefits" settlement classes designed by Hilsoft reached at least 95% Gulf Coast region adults via more than 7,900 television spots, 5,200 radio spots, 5,400 print insertions in newspapers, consumer publications, and trade journals, digital media, and individual notice. Subsequently, Hilsoft designed and implemented one of the largest claim deadline notice campaigns ever implemented, which resulted in a combined measurable paid print, television, radio and internet effort, which reached in excess of 90% of adults aged 18+ in the 26 identified DMAs covering the Gulf Coast Areas an average of 5.5 times each. ***In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010***, MDL No. 2179 (E.D. La.).
- Extensive point of sale notice program of a settlement, which provided payments of up to \$100,000 related to Chinese drywall – 100 million notices distributed to Lowe's purchasers during a six-week period. ***Vereen v. Lowe's Home Centers***, SU10-CV-2267B (Ga. Super. Ct.).

## LEGAL NOTICING EXPERTS

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

Cameron Azari, Esq. has more than 20 years of experience in the design and implementation of legal notice and claims administration programs. He is a nationally recognized expert in the creation of class action notification campaigns in compliance with Fed R. Civ. P. 23(c)(2) (d)(2) and (e) and similar state class action statutes. Cameron has been responsible for hundreds of legal notice and advertising programs. During his career, he has been involved in an array of high profile class action matters, including *In re: Takata Airbag Products Liability Litigation*, *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (MasterCard & Visa)*, *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)*, *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010*, *In re: Checking Account Overdraft Litigation*, and *In re: Residential Schools Class Action Litigation*. He is an active author and speaker on a broad range of legal notice and class action topics ranging from FRCP Rule 23 to email noticing, response rates, and optimizing settlement effectiveness. Cameron is an active member of the Oregon State Bar. He received his B.S. from Willamette University and his J.D. from Northwestern School of Law at Lewis and Clark College. Cameron can be reached at [caza@legalnotice.com](mailto:caza@legalnotice.com).

### **Lauran Schultz, Epiq Managing Director**

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

### **Kyle Bingham, Manager of Strategic Communications**

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

## ARTICLES AND PRESENTATIONS

- **Cameron Azari** Speaker, “Virtual Global Class Actions Symposium 2020, Class Actions Case Management Panel.” November 18, 2020.
- **Cameron Azari** Speaker, “Consumers and Class Action Notices: An FTC Workshop.” Federal Trade Commission, Washington, DC, October 29, 2019.
- **Cameron Azari** Speaker, “The New Outlook for Automotive Class Action Litigation: Coattails, Recalls, and Loss of Value/Diminution Cases.” ACI’s Automotive Product Liability Litigation Conference.” American Conference Institute, Chicago, IL, July 18, 2019.
- **Cameron Azari** Moderator, “Prepare for the Future of Automotive Class Actions.” Bloomberg Next, Webinar-CLE, November 6, 2018.
- **Cameron Azari** Speaker, “The Battleground for Class Certification: Plaintiff and Defense Burdens, Commonality Requirements and Ascertainability.” 30<sup>th</sup> National Forum on Consumer Finance Class Actions and Government Enforcement, Chicago, IL, July 17, 2018.
- **Cameron Azari** Speaker, “Recent Developments in Class Action Notice and Claims Administration.” PLI’s Class Action Litigation 2018 Conference, New York, NY, June 21, 2018.
- **Cameron Azari** Speaker, “One Class Action or 50? Choice of Law Considerations as Potential Impediment to Nationwide Class Action Settlements.” 5<sup>th</sup> Annual Western Regional CLE Program on Class Actions and Mass Torts. Clyde & Co LLP, San Francisco, CA, June 22, 2018.
- **Cameron Azari** Co-Author, *A Practical Guide to Chapter 11 Bankruptcy Publication Notice*. E-book, published, May 2017.
- **Cameron Azari** Featured Speaker, “Proposed Changes to Rule 23 Notice and Scrutiny of Claim Filing Rates,” DC Consumer Class Action Lawyers Luncheon, December 6, 2016.
- **Cameron Azari** Speaker, “Recent Developments in Consumer Class Action Notice and Claims Administration.” Berman DeValerio Litigation Group, San Francisco, CA, June 8, 2016.
- **Cameron Azari** Speaker, “2016 Cybersecurity & Privacy Summit. Moving From ‘Issue Spotting’ To Implementing a Mature Risk Management Model.” King & Spalding, Atlanta, GA, April 25, 2016.
- **Cameron Azari** Speaker, “Live Cyber Incident Simulation Exercise.” Advisen’s Cyber Risk Insights Conference, London, UK, February 10, 2015.
- **Cameron Azari** Speaker, “Pitfalls of Class Action Notice and Claims Administration.” PLI’s Class Action Litigation 2014 Conference, New York, NY, July 9, 2014.
- **Cameron Azari** Co-Author, “What You Need to Know About Frequency Capping In Online Class Action Notice Programs.” *Class Action Litigation Report*, June 2014.
- **Cameron Azari** Speaker, “Class Settlement Update – Legal Notice and Court Expectations.” PLI’s 19th Annual Consumer Financial Services Institute Conference, New York, NY, April 7-8, 2014 and Chicago, IL, April 28-29, 2014.
- **Cameron Azari** Speaker, “Legal Notice in Consumer Finance Settlements - Recent Developments.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, January 29-30, 2014.
- **Cameron Azari** Speaker, “Legal Notice in Building Products Cases.” HarrisMartin’s Construction Product Litigation Conference, Miami, FL, October 25, 2013.

- **Cameron Azari** Co-Author, “Class Action Legal Noticing: Plain Language Revisited.” *Law360*, April 2013.
- **Cameron Azari** Speaker, “Legal Notice in Consumer Finance Settlements Getting your Settlement Approved.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, January 31-February 1, 2013.
- **Cameron Azari** Speaker, “Perspectives from Class Action Claims Administrators: Email Notices and Response Rates.” CLE International’s 8<sup>th</sup> Annual Class Actions Conference, Los Angeles, CA, May 17-18, 2012.
- **Cameron Azari** Speaker, “Class Action Litigation Trends: A Look into New Cases, Theories of Liability & Updates on the Cases to Watch.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, January 26-27, 2012.
- **Lauran Schultz** Speaker, “Legal Notice Best Practices: Building a Workable Settlement Structure.” CLE International’s 7<sup>th</sup> Annual Class Action Conference, San Francisco, CA, May 2011.
- **Cameron Azari** Speaker, “Data Breaches Involving Consumer Financial Information: Litigation Exposures and Settlement Considerations.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, January 2011.
- **Cameron Azari** Speaker, “Notice in Consumer Class Actions: Adequacy, Efficiency and Best Practices.” CLE International’s 5<sup>th</sup> Annual Class Action Conference: Prosecuting and Defending Complex Litigation, San Francisco, CA, 2009.
- **Lauran Schultz** Speaker, “Efficiency and Adequacy Considerations in Class Action Media Notice Programs.” Chicago Bar Association, Chicago, IL, 2009.
- **Cameron Azari** Author, “Clearing the Five Hurdles of Email - Delivery of Class Action Legal Notices.” *Thomson Reuters Class Action Litigation Reporter*, June 2008.
- **Cameron Azari** Speaker, “Planning for a Smooth Settlement.” ACI: Class Action Defense – Complex Settlement Administration for the Class Action Litigator, Phoenix, AZ, 2007.
- **Cameron Azari** Speaker, “Structuring a Litigation Settlement.” CLE International’s 3<sup>rd</sup> Annual Conference on Class Actions, Los Angeles, CA, 2007.
- **Cameron Azari** Speaker, “Noticing and Response Rates in Class Action Settlements” – Class Action Bar Gathering, Vancouver, British Columbia, 2007.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements” – Skadden Arps Slate Meagher & Flom, LLP, New York, NY, 2006.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements” – Bridgeport Continuing Legal Education, Class Action and the UCL, San Diego, CA, 2006.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements” – Stoel Rives litigation group, Portland, OR / Seattle, WA / Boise, ID / Salt Lake City, UT, 2005.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements” – Stroock & Stroock & Lavan Litigation Group, Los Angeles, CA, 2005.
- **Cameron Azari** Author, “Twice the Notice or No Settlement.” *Current Developments – Issue II*, August 2003.
- **Cameron Azari** Speaker, “A Scientific Approach to Legal Notice Communication” – Weil Gotshal litigation group, New York, NY, 2003.

## JUDICIAL COMMENTS

**Judge Richard Seeborg, *Bautista v. Valero Marketing and Supply Company*** (Mar. 17, 2021) 3:15-cv-05557 (N.D. Cal.):

*The Notice given to the Settlement Class in accordance with the Notice Order was the best notice practicable under the circumstances of these proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.*

**Judge James D. Peterson, *Fox, et al. v. Iowa Health System d.b.a. UnityPoint Health*** (Mar. 4, 2021) 18-cv-327 (W.D. Wis.):

*The approved Notice plan provided for direct mail notice to all class members at their last known address according to UnityPoint's records, as updated by the administrator through the U.S. Postal Service. For postcards returned undeliverable, the administrator tried to find updated addresses for those class members. The administrator maintained the Settlement website and made Spanish versions of the Long Form Notice and Claim Form available upon request. The administrator also maintained a toll-free telephone line which provides class members detailed information about the settlement and allows individuals to request a claim form be mailed to them.*

*The Court finds that this Notice (i) constituted the best notice practicable under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class members of the Settlement, the effect of the Settlement (including the release therein), and their right to object to the terms of the settlement and appear at the Final Approval Hearing; (iii) constituted due and sufficient notice of the Settlement to all reasonably identifiable persons entitled to receive such notice; (iv) satisfied the requirements of due process, Federal Rule of Civil Procedure 23(e)(1) and the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all applicable laws and rules.*

**Judge Sherri A. Lydon, *Fitzhenry v. Independent Home Products, LLC*** (Mar. 2, 2021) 2:19-cv-02993 (D.S.C.):

*Notice was provided to Class Members in compliance with Section VI of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (i) fully and accurately informed Settlement Class Members about the lawsuit and settlement; (ii) provided sufficient information so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the settlement; (iii) provided procedures for Class Members to file written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (iv) provided the time, date, and place of the final fairness hearing.*

**Judge James V. Selna, *Alvarez v. Sirius XM Radio Inc.*** (Feb. 9, 2021) 2:18-cv-8605 (C.D. Cal.):

*The Court finds that the dissemination of the Notices attached as Exhibits to the Settlement Agreement: (a) was implemented in accordance with the Notice Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the Releases to be provided thereunder); (v) Named Plaintiffs' application for the payment of Service Awards; (vi) Class Counsel's motion for an award an attorneys' fees and expenses; (vii) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for attorneys' fees and expenses (including a Service Award to the Named Plaintiffs and Mr. Wright); and (viii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.*

**Judge Jon S. Tigar, *Elder v. Hilton Worldwide Holdings, Inc.*** (Feb. 4, 2021) 16-cv-00278 (N.D. Cal.):

*"Epiq implemented the notice plan precisely as set out in the Settlement Agreement and as ordered by the Court." ECF No. 162 at 9-10. Epiq sent initial notice by email to 8,777 Class Members and by U.S. Mail to the remaining 1,244 Class members. Id. at 10. The Notice informed Class Members about all aspects of the Settlement, the date and time of the fairness hearing, and the process for objections. ECF No. 155 at 28-37.*

*Epiq then mailed notice to the 2,696 Class Members whose emails were returned as undeliverable. Id. “Of the 10,021 Class Members identified from Defendants’ records, Epiq was unable to deliver the notice to only 35 Class Members. Accordingly, the reach of the notice is 99.65%.” Id. (citation omitted). Epiq also created and maintained a settlement website and a toll-free hotline that Class Members could call if they had questions about the settlement. Id.*

*The Court finds that the parties have complied with the Court’s preliminary approval order and, because the notice plan complied with Rule 23, have provided adequate notice to class members.*

**Judge Michael W. Jones, Wallace, et al. v. Monier Lifetile LLC, et al.** (Jan. 15, 2021) SCV-16410 (Sup. Ct. Cal.):

*The Court also finds that the Class Notice and notice process were implemented in accordance with the Preliminary Approval Order, providing the best practicable notice under the circumstances.*

**Judge Kristi K. DuBose, Drazen v. GoDaddy.com, LLC and Bennett v. GoDaddy.com, LLC** (Dec. 23, 2020) 1:19-cv-00563 (S.D. Ala.):

*The Court finds that the Notice and the claims procedures actually implemented satisfy due process, meet the requirements of Rule 23(e)(1), and the Notice constitutes the best notice practicable under the circumstances.*

**Judge Haywood S. Gilliam, Jr., Izor v. Abacus Data Systems, Inc.** (Dec. 21, 2020) 19-cv-01057 (N.D. Cal.):

*The Court finds that the notice plan previously approved by the Court was implemented and that the notice thus satisfied Rule 23(c)(2)(B). [T]he Court finds that the parties have sufficiently provided the best practicable notice to the class members.*

**Judge Christopher C. Conner, AI’s Discount Plumbing, et al. v. Viega, LLC** (Dec. 18, 2020) 19-cv-00159 (M.D. Pa.):

*The Court finds that the notice and notice plan previously approved by the Court was implemented and complies with Fed. R. Civ. P. 23(c)(2)(B) and due process. Specifically, the Court ordered that the third-party Settlement Administrator, Epiq, send class notice via email, U.S. mail, by publication in two recognized industry magazines, Plumber and PHC News, in both their print and online digital forms, and to implement a digital media campaign. (ECF 99). Epiq represents that class notice was provided as directed. See Declaration of Cameron R. Azari, ¶¶ 12-15 (ECF 104-13).*

**Judge Naomi Reice Buchwald, In re: Libor-Based Financial Instruments Antitrust Litigation** (Dec. 16, 2020) MDL No. 2262 1:11-md-2262 (S.D.N.Y.):

*Upon review of the record, the Court hereby finds that the forms and methods of notifying the members of the Settlement Classes and their terms and conditions have met the requirements of the United States Constitution (including the Due Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all members of the Settlement Classes of these proceedings and the matters set forth herein, including the Settlements, the Plan of Allocation and the Fairness Hearing. Therefore, the Class Notice is finally approved.*

**Judge Larry A. Burns, Cox, et al. Ametek, Inc., et al.** (Dec 15, 2020) 3:17-cv-00597 (S.D. Cal.):

*The Class has received the best practicable notice under the circumstances of this case. The Parties’ selection and retention of Epiq Class Action & Claims Solutions, Inc. (“Epiq”) as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 129-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement’s terms. The Settlement Notices informed the Class of Plaintiffs’ intent to seek attorneys’ fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members’ rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing. The Settlement and the Court’s deadlines afforded Class Members reasonable time to exercise such rights. See Weeks v. Kellogg Co., 2013 WL 6531177, at \*22-23 (C.D. Cal. Nov. 23, 2013) (class members’ deadline to object or opt out must arise after class counsel’s fee motion is filed), citing In re: Mercury Interactive Corp. Secs. Litig., 618 F.3d 988, 994 (9th Cir. 2010). The Settlement Notices fully satisfied all notice requirements under the law, including the Federal Rules of Civil Procedure,*

*the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.*

**Judge Timothy J. Sullivan, *Robinson v. Nationstar Mortgage LLC*** (Dec. 11, 2020) 8:14-cv-03667 (D. Md.):

*The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the United States Constitution, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The Class Notice fully satisfied the requirements of Due Process.*

**Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation*** (Dec. 10, 2020) 4:13-md-02420, MDL No. 2420 (N.D. Cal.):

*The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order prior to remand, and a second notice campaign thereafter. (See Dkt. No. 2571.) The class received direct and indirect notice through several methods – email notice, mailed notice upon request, an informative settlement website, a telephone support line, and a vigorous online campaign. Digital banner advertisements were targeted specifically to settlement class members, including on Google and Yahoo's ad networks, as well as Facebook and Instagram, with over 396 million impressions delivered. Sponsored search listings were employed on Google, Yahoo and Bing, resulting in 216,477 results, with 1,845 clicks through to the settlement website. An informational release was distributed to 495 media contacts in the consumer electronics industry. The case website has continued to be maintained as a channel for communications with class members. Between February 11, 2020 and April 23, 2020, there were 207,205 unique visitors to the website. In the same period, the toll-free telephone number available to class members received 515 calls.*

**Judge Katherine A. Bacal, *Garvin v. San Diego Unified Port District*** (Nov. 20, 2020) 37-2020-00015064 (Sup. Ct. Cal.):

*Notice was provided to Class Members in compliance with the Settlement Agreement, California Code of Civil Procedure §382 and California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing notice to all individual Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Notice fully satisfied the requirements of due process.*

**Judge Catherine D. Perry, *Pirozzi, et al. v. Massage Envy Franchising, LLC*** (Nov. 13, 2020) 4:19-cv-807 (E.D. Mo.):

*The COURT hereby finds that the CLASS NOTICE given to the CLASS: (i) fairly and accurately described the ACTION and the proposed SETTLEMENT; (ii) provided sufficient information so that the CLASS MEMBERS were able to decide whether to accept the benefits offered by the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT; (iii) adequately described the time and manner by which CLASS MEMBERS could submit a CLAIM under the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT and/or appear at the FINAL APPROVAL HEARING; and (iv) provided the date, time, and place of the FINAL APPROVAL HEARING. The COURT hereby finds that the CLASS NOTICE was the best notice practicable under the circumstances, constituted a reasonable manner of notice to all class members who would be bound by the SETTLEMENT, and complied fully with Federal Rule of Civil Procedure Rule 23, due process, and all other applicable laws.*

**Judge Robert E. Payne, *Skochin, et al. v. Genworth Life Insurance Company, et al.*** (Nov. 12, 2020) 3:19-cv-00049 (E.D. Vir.):

*For the reasons set forth in the Court's Memorandum Opinion addressing objections to the Settlement Agreement, . . . the plan to disseminate the Class Notice and Publication Notice, which the Court previously approved, has been implemented and satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process.*

**Judge Jeff Carpenter, *Eastwood Construction LLC, et al. v. City of Monroe*** (Oct. 27, 2020) 18-cvs-2692 and ***The Estate of Donald Alan Plyler Sr., et al. v. City of Monroe*** (Oct. 27, 2020) 19-cvs-1825 (Sup. Ct. N.C.):

*Therefore, the Court GRANTS the Final Approval Motion, CERTIFIES the class as defined below for settlement purposes only, APPROVES the Settlement, and GRANTS the Fee Motion...*

*The Settlement Agreement and the Settlement Notice are found to be fair, reasonable, adequate, and in the best interests of the Settlement Class, and are hereby approved pursuant to North Carolina Rule of Civil Procedure 23. The Parties are hereby authorized and directed to comply with and to consummate the Settlement Agreement in accordance with the terms and provisions set forth in the Settlement Agreement, and the Clerk of the Court is directed to enter and docket this Order and Final Judgement in the Actions.*

**Judge M. James Lorenz, *Walters, et al. v. Target Corp.*** (Oct. 26, 2020) 3:16-cv-1678 (S.D. Cal.):

*The Court has determined that the Class Notices given to Settlement Class members fully and accurately informed Settlement Class members of all material elements of the proposed Settlement and constituted valid, due, and sufficient notice to Settlement Class members consistent with all applicable requirements. The Court further finds that the Notice Program satisfies due process and has been fully implemented.*

**Judge Maren E. Nelson, *Harris, et al. v. Farmers Insurance Exchange and Mid Century Insurance Company*** (Oct. 26, 2020) BC 579498 (Sup. Ct Cal.):

*Distribution of Notice directed to the Settlement Class Members as set forth in the Settlement has been completed in conformity with the Preliminary Approval Order, including individual notice to all Settlement Class members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The Notice, which reached 99.9% of all Settlement Class Members, provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement, to all persons entitled to Notice, and the Notice and its distribution fully satisfied the requirements of due process.*

**Judge Vera M. Scanlon, *Lashambae v. Capital One Bank, N.A.*** (Oct. 21, 2020) 1:17-cv-06406 (E.D.N.Y.):

*The Class Notice, as amended, contained all of the necessary elements, including the class definition, the identifies of the named Parties and their counsel, a summary of the terms of the proposed Settlement, information regarding the manner in which objections may be submitted, information regarding the opt-out procedures and deadlines, and the date and location of the Final Approval Hearing. Notice was successfully delivered to approximately 98.7% of the Settlement Class and only 78 individual Settlement Class Members did not receive notice by email or first class mail.*

*Having reviewed the content of the Class Notice, as amended, and the manner in which the Class Notice was disseminated, this Court finds that the Class Notice, as amended, satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules. The Class Notice, as amended, provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and provided this Court with jurisdiction over the absent Settlement Class Members. See Fed. R. Civ. P. 23(c)(2)(B).*

**Chancellor Walter L. Evans, *K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals*** (Oct. 14, 2020) CH-13-04871-1 (30<sup>th</sup> Jud. Dist. Tenn.):

*Based upon the filings and the record as a whole, the Court finds and determines that dissemination of the Class Notice as set forth herein complies with Tenn. R. Civ. P. 23.03(3) and 23.05 and (i) constitutes the best practicable notice under the circumstances, (ii) was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of Class Settlement, their rights to object to the proposed Settlement, (iii) was reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, (iv) meets all applicable requirements of Due Process; (v) and properly provides notice of the attorney's fees that Class Counsel shall seek in this action. As a result, the Court finds that Class Members were properly notified of their rights, received full Due Process . . . .*

**Judge Sara L. Ellis, *Nelson v. Roadrunner Transportation Systems, Inc.*** (Sept. 15, 2020) 1:18-cv-07400 (N.D. Ill.):

*Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and the proposed Service Award payment to Plaintiff have been provided to Settlement Class Members as directed by this Court's Orders,*

*The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B).*

**Judge George H. Wu, *Lusnak v. Bank of America, N.A.*** (Aug. 10, 2020) CV 14-1855 (C.D. Cal.):

*The Court finds that the Notice program for disseminating notice to the Settlement Class, provided for in the Settlement Agreement and previously approved and directed by the Court, has been implemented by the Settlement Administrator and the Parties. The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of the Lawsuit, the definition of the Settlement Class certified, the class claims and issues, the opportunity to enter an appearance through an attorney if the member so desires; the opportunity, the time, and manner for requesting exclusion from the Settlement Class, and the binding effect of a class judgment; (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, due process under the U.S. Constitution, and any other applicable law.*

**Judge James Lawrence King, *Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A.*** (Aug. 10, 2020) 1:10-cv-22190 (S.D. Fla.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

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

**Judge Jeffrey S. Ross, *Lehman v. Transbay Joint Powers Authority, et al.*** (Aug. 7, 2020) CGC-16-553758 (Sup. Ct. Cal.):

*The Notice approved by this Court was distributed to the Settlement Class Members in compliance with this Court’s Order Granting Preliminary Approval of Class Action Settlement, dated May 8, 2020. The Notice provided to the Settlement Class Members met the requirements of due process and constituted the best notice practicable in the circumstances. Based on evidence and other material submitted in conjunction with the final approval hearing, notice to the class was adequate.*

**Judge Jean Hofer Toal, *Cook, et al. v. South Carolina Public Service Authority, et al.*** (July 31, 2020) 2019-CP-23-6675 (Ct. of Com. Pleas. 13<sup>th</sup> Jud. Cir. S.C.):

*Notice was sent to more than 1.65 million Class members, published in newspapers whose collective circulation covers the entirety of the State, and supplemented with internet banner ads totaling approximately 12.3 million impressions. The notices directed Class members to the settlement website and toll-free line for additional inquiries and further information. After this extensive notice campaign, only 78 individuals (0.0047%) have opted-out, and only nine (0.00054%) have objected. The Court finds this response to be overwhelmingly favorable.*

**Judge Peter J. Messitte, *Jackson, et al. v. Viking Group, Inc., et al.*** (July 28, 2020) 8:18-cv-02356 (D. Md.):

*[T]he Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order as amended. The Court finds that the Notice Plan: (i) constitutes the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this Lawsuit and the terms of the Settlement, their right to exclude themselves from the Settlement, or to object to any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Final Approval Order and the Final Judgment, whether favorable or unfavorable, on all Persons who do not exclude themselves from the Settlement Class, (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.*

**Judge Michael P. Shea, *Grayson, et al. v. General Electric Company*** (July 27, 2020) 3:13-cv-01799 (D. Conn.):

*Pursuant to the Preliminary Approval Order, the Settlement Notice was mailed, emailed and disseminated by the other means described in the Settlement Agreement to the Class Members. This Court finds that this notice procedure was (i) the best practicable notice; (ii) reasonably calculated, under the circumstances, to*



*apprise the Class Members of the pendency of the Civil Action and of their right to object to or exclude themselves from the proposed Settlement; and (iii) reasonable and constitutes due, adequate, and sufficient notice to all entities and persons entitled to receive notice.*

**Judge Gerald J. Pappert, *Rose v. The Travelers Home and Marine Insurance Company, et al.*** (July 20, 2020) 19-cv-00977 (E.D. Pa.):

*The Class Notice . . . has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. Such Class Notice (i) constituted the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency and nature of this Action, the definition of the Settlement Class, the terms of the Settlement Agreement, the rights of the Settlement Class to exclude themselves from the settlement or to object to any part of the settlement, the rights of the Settlement Class to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Settlement Agreement on all persons who do not exclude themselves from the Settlement Class, (iii) provided due, adequate, and sufficient notice to the Settlement Class; and (iv) fully satisfied all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.*

**Judge Christina A. Snyder, *Waldrup v. Countrywide Financial Corporation, et al.*** (July 16, 2020) 2:13-cv-08833 (C.D. Cal.):

*The Court finds that mailed and publication notice previously given to Class Members in the Action was the best notice practicable under the circumstances, and satisfies the requirements of due process and FED. R. CIV. P. 23. The Court further finds that, because (a) adequate notice has been provided to all Class Members and (b) all Class Members have been given the opportunity to object to, and/or request exclusion from, the Settlement, it has jurisdiction over all Class Members. The Court further finds that all requirements of statute (including but not limited to 28 U.S.C. § 1715), rule, and state and federal constitutions necessary to effectuate this Settlement have been met and satisfied.*

**Judge James Donato, *Coffeng, et al. v. Volkswagen Group of America, Inc.*** (June 10, 2020) 17-cv-01825 (N.D. Cal.):

*The Court finds that, as demonstrated by the Declaration and Supplemental Declaration of Cameron Azari, and counsel's submissions, Notice to the Settlement Class was timely and properly effectuated in accordance with FED. R. CIV. P. 23(e) and the approved Notice Plan set forth in the Court's Preliminary Approval Order. The Court finds that said Notice constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.*

**Judge Michael W. Fitzgerald, *Behfarin v. Pruco Life Insurance Company, et al.*** (June 3, 2020) 17-cv-05290 (C.D. Cal.):

*The Court finds that the requirements of Rule 23 of the Federal Rule of Civil Procedure and other laws and rules applicable to final settlement approval of class actions have been satisfied . . . .*

*This Court finds that the Claims Administrator caused notice to be disseminated to the Class in accordance with the plan to disseminate Notice outlined in the Settlement Agreement and the Preliminary Approval Order, and that Notice was given in an adequate and sufficient manner and complies with Due Process and Fed. R. Civ. P. 23.*

**Judge Nancy J. Rosenstengel, *First Impressions Salon, Inc., et al. v. National Milk Producers Federation, et al.*** (Apr. 27, 2020) 3:13-cv-00454 (S.D. Ill.):

*The Court finds that the Notice given to the Class Members was completed as approved by this Court and complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process. The settlement Notice Plan was modeled on and supplements the previous court-approved plan and, having been completed, constitutes the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice provided Class members due and adequate notice of the Settlement, the Settlement Agreement, the Plan of Distribution, these proceedings, and the rights of Class members to opt-out of the Class and/or object to Final Approval of the Settlement, as well as Plaintiffs' Motion requesting attorney fees, costs, and Class Representative service awards.*

**Judge Harvey Schlesinger, *In re: Disposable Contact Lens Antitrust Litigation (CooperVision, Inc.)*** (Mar. 4, 2020) 3:15-md-02626 (M.D. Fla.):

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

**Judge Amos L. Mazzant, *Stone, et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens*** (Mar. 3, 2020) 4:17-cv-00001 (E.D. Tex.):

*The Court has reviewed the Notice Plan and its implementation and efficacy, and finds that it constituted the best notice practicable under the circumstances and was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e) of the Federal Rules of Civil Procedure.*

*In addition, Class Notice clearly and concisely stated in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Equitable Relief Settlement Class; (iii) the claims and issues of the Equitable Relief Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) the binding effect of a class judgment on members under Fed. R. Civ. P. 23(c)(3).*

**Judge Michael H. Simon, *In re: Premera Blue Cross Customer Data Security Breach Litigation*** (Mar. 2, 2020) 3:15-md-2633 (D. Ore.):

*The Court confirms that the form and content of the Summary Notice, Long Form Notice, Publication Notice, and Claim Form, and the procedure set forth in the Settlement for providing notice of the Settlement to the Class, were in full compliance with the notice requirements of Federal Rules of Civil Procedure 23(c)(2)(B) and 23(e), fully, fairly, accurately, and adequately advised members of the Class of their rights under the Settlement, provided the best notice practicable under the circumstances, fully satisfied the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, and afforded Class Members with adequate time and opportunity to file objections to the Settlement and attorney's fee motion, submit Requests for Exclusion, and submit Claim Forms to the Settlement Administrator.*

**Judge Maxine M. Chesney, *McKinney-Drobnis, et al. v. Massage Envy Franchising*** (Mar. 2, 2020) 3:16-cv-6450 (N.D. Cal.):

*The COURT hereby finds that the individual direct CLASS NOTICE given to the CLASS via email or First Class U.S. Mail (i) fairly and accurately described the ACTION and the proposed SETTLEMENT; (ii) provided sufficient information so that the CLASS MEMBERS were able to decide whether to accept the benefits offered by the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT; (iii) adequately described the manner in which CLASS MEMBERS could submit a VOUCHER REQUEST under the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT and/or appear at the FINAL APPROVAL HEARING; and (iv) provided the date, time, and place of the FINAL APPROVAL HEARING. The COURT hereby finds that the CLASS NOTICE was the best notice practicable under the circumstances and complied fully with Federal Rule of Civil Procedure Rule 23, due process, and all other applicable laws.*

**Judge Harry D. Leinenweber, *Albrecht v. Oasis Power, LLC d/b/a Oasis Energy*** (Feb. 6, 2020) 1:18-cv-1061 (N.D. Ill.):

*The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right*

*to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.*

*The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable laws.*

**Judge Robert Scola, Jr., *Wilson, et al. v. Volkswagen Group of America, Inc., et al.*** (Jan. 28, 2020) 17-cv-23033 (S.D. Fla.):

*The Court finds that the Class Notice, in the form approved by the Court, was properly disseminated to the Settlement Class pursuant to the Notice Plan and constituted the best practicable notice under the circumstances. The forms and methods of the Notice Plan approved by the Court met all applicable requirements of the Federal Rules of Civil Procedure, the United States Code, the United States Constitution (including the Due Process Clause), and any other applicable law.*

**Judge Michael Davis, *Garcia v. Target Corporation*** (Jan. 27, 2020) 16-cv-02574 (D. Minn.):

*The Court finds that the Notice Plan set forth in Section 4 of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this case, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.*

**Judge Bruce Howe Hendricks, *In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation*** (Jan. 9, 2020) MDL No. 2613, 6:15-MN-02613 (D.S.C.):

*The Classes have been notified of the settlement pursuant to the plan approved by the Court. After having reviewed the Declaration of Cameron R. Azari (ECF No. 220-1) and the Supplemental Declaration of Cameron R. Azari (ECF No. 225-1), the Court hereby finds that notice was accomplished in accordance with the Court's directives. The Court further finds that the notice program constituted the best practicable notice to the Settlement Classes under the circumstances and fully satisfies the requirements of due process and Federal Rule 23.*

**Judge Margo K. Brodie, *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*** (Dec. 13, 2019) MDL No. 1720, 05-md-1720 (E.D.N.Y.):

*The notice and exclusion procedures provided to the Rule 23(b)(3) Settlement Class, including but not limited to the methods of identifying and notifying members of the Rule 23(b)(3) Settlement Class, were fair, adequate, and sufficient, constituted the best practicable notice under the circumstances, and were reasonably calculated to apprise members of the Rule 23(b)(3) Settlement Class of the Action, the terms of the Superseding Settlement Agreement, and their objection rights, and to apprise members of the Rule 23(b)(3) Settlement Class of their exclusion rights, and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, any other applicable laws or rules of the Court, and due process.*

**Judge Steven Logan, *Knapper v. Cox Communications, Inc.*** (Dec. 13, 2019) 2:17-cv-00913 (D. Ariz.):

*The Court finds that the form and method for notifying the class members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order (Doc. 120). The Court further finds that the notice satisfied due process principles and the requirements of Federal Rule of Civil Procedure 23(c), and the Plaintiff chose the best practicable notice under the circumstances. The Court further finds that the notice was clearly designed to advise the class members of their rights.*

**Judge Manish Shah, *Prather v. Wells Fargo Bank, N.A.*** (Dec. 10, 2019) 1:17-cv-00481 (N.D. Ill.):

*The Court finds that the Notice Plan set forth in Section VIII of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this case, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.*

**Judge Liam O’Grady, *Liggio v. Apple Federal Credit Union*** (Dec. 6, 2019) 1:18-cv-01059 (E.D. Vir.):

*The Court finds that the manner and form of notice (the “Notice Plan”) as provided for in the this Court’s July 2, 2019 Order granting preliminary approval of class settlement, and as set forth in the Parties’ Settlement Agreement was provided to Settlement Class Members by the Settlement Administrator. . . The Notice Plan was reasonably calculated to give actual notice to Settlement Class Members of the right to receive benefits from the Settlement, and to be excluded from or object to the Settlement. The Notice Plan met the requirements of Rule 23(c)(2)(B) and due process and constituted the best notice practicable under the circumstances.*

**Judge Brian McDonald, *Armon, et al. v. Washington State University*** (Nov. 8, 2019) 17-2-23244-1 (consolidated with 17-2-25052-0) (Sup. Ct. Wash.):

*The Court finds that the Notice Program, as set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, satisfied CR 23(c)(2), was the best Notice practicable under the circumstances, was reasonably calculated to provide-and did provide-due and sufficient Notice to the Settlement Class of the pendency of the Litigation; certification of the Settlement Class for settlement purposes only; the existence and terms of the Settlement; the identity of Class Counsel and appropriate information about Class Counsel’s then-forthcoming application for attorneys’ fees and incentive awards to the Class Representatives; appropriate information about how to participate in the Settlement; Settlement Class Members’ right to exclude themselves; their right to object to the Settlement and to appear at the Final Approval Hearing, through counsel if they desired; and appropriate instructions as to how to obtain additional information regarding this Litigation and the Settlement. In addition, pursuant to CR 23(c)(2)(B), the Notice properly informed Settlement Class Members that any Settlement Class Member who failed to opt-out would be prohibited from bringing a lawsuit against Defendant based on or related to any of the claims asserted by Plaintiffs, and it satisfied the other requirements of the Civil Rules.*

**Judge Andrew J. Guilford, *In re: Wells Fargo Collateral Protection Insurance Litigation*** (Nov. 4, 2019) 8:17-ml-02797 (C.D. Cal.):

*Epiq Class Action & Claims Solutions, Inc. (“Epiq”), the parties’ settlement administrator, was able to deliver the court-approved notice materials to all class members, including 2,254,411 notice packets and 1,019,408 summary notices.*

**Judge Paul L. Maloney, *Burch v. Whirlpool Corporation*** (Oct. 16, 2019) 1:17-cv-00018 (W.D. Mich.):

*[T]he Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and applicable state laws and due process.*

**Judge Gene E.K. Pratter, *Tashica Fulton-Green, et al. v. Accolade, Inc.*** (Sept. 24, 2019) 2:18-cv-00274 (E.D. Pa.):

*The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B).*

**Judge Edwin Torres, *Burrow, et al. v. Forjas Taurus S.A., et al.*** (Sept. 6, 2019) 1:16-cv-21606 (S.D. Fla.):

*Because the Parties complied with the agreed-to notice provisions as preliminarily approved by this Court, and given that there are no developments or changes in the facts to alter the Court’s previous conclusion, the Court finds that the notice provided in this case satisfied the requirements of due process and of Rule 23(c)(2)(B).*

**Judge Amos L. Mazzant, *Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens*** (Aug. 30, 2019) 4:19-cv-00248 (E.D. Tex.):

*The Court has reviewed the Notice Plan and its implementation and efficacy, and finds that it constituted the best notice practicable under the circumstances and was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e) of the Federal Rules of Civil Procedure.*

*In addition, Class Notice clearly and concisely stated in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified 2011 Settlement Class; (iii) the claims and issues of the 2011 Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusions; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Fed. R. Civ. P. 23(c)(3).*

**Judge Karon Owen Bowdre, *In re: Community Health Systems, Inc. Customer Data Security Breach Litigation*** (Aug. 22, 2019) MDL No. 2595, 2:15-cv-222 (N.D. Ala.):

*The court finds that the Notice Program: (1) satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process; (2) was the best practicable notice under the circumstances; (3) reasonably apprised Settlement Class members of the pendency of the Action and their right to object to the settlement or opt-out of the Settlement Class; and (4) was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice. Approximately 90% of the 6,081,189 individuals identified as Settlement Class members received the Initial Postcard Notice of this Settlement Action.*

*The court further finds, pursuant to Fed. R. Civ. P. 23(c)(2)(B), that the Class Notice adequately informed Settlement Class members of their rights with respect to this action.*

**Judge Christina A. Snyder, *Zaklit, et al. v. Nationstar Mortgage LLC, et al.*** (Aug. 21, 2019) 5:15-cv-02190 (C.D. Cal.):

*The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.*

**Judge Brian M. Cogan, *Luib v. Henkel Consumer Goods Inc.*** (Aug. 19, 2019) 1:17-cv-03021 (E.D.N.Y.):

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

**Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation*** (Aug. 16, 2019) 4:13-md-02420 MDL No. 2420 (N.D. Cal.):

*The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order. [T]he notice program reached approximately 87 percent of adults who purchased portable computers, power tools, camcorders, or replacement batteries, and these class members were notified an average of 3.5 times each. As a result of Plaintiffs' notice efforts, in total, 1,025,449 class members have submitted claims. That includes 51,961 new claims, and 973,488 claims filed under the prior settlements.*

**Judge Jon Tigar, *McKnight, et al. v. Uber Technologies, Inc., et al.*** (Aug. 13, 2019) 3:14-cv-05615 (N.D. Cal.):

*The settlement administrator, Epiq Systems, Inc., carried out the notice procedures as outlined in the preliminary approval. ECF No. 162 at 17-18. Notices were mailed to over 22 million class members with a success rate of over 90%. Id. at 17. Epiq also created a website, banner ads, and a toll free number. Id. at 17-18. Epiq estimates that it reached through mail and other formats 94.3% of class members. ECF No. 164 ¶ 28. In light of these actions, and the Court's prior order granting preliminary approval, the Court finds that the parties have provided adequate notice to class members.*

**Judge Gary W.B. Chang, *Robinson v. First Hawaiian Bank*** (Aug. 8, 2019) 17-1-0167-01 (Cir. Ct. of First Cir. Haw.):

*This Court determines that the Notice Program satisfies all of the due process requirements for a class action settlement.*

**Judge Karin Crump, *Hyder, et al. v. Consumers County Mutual Insurance Company*** (July 30, 2019) D-1-GN-16-000596 (D. Ct. of Travis County Tex.):

*Due and adequate Notice of the pendency of this Action and of this Settlement has been provided to members of the Settlement Class, and this Court hereby finds that the Notice Plan described in the Preliminary Approval Order and completed by Defendant complied fully with the requirements of due process, the Texas Rules of Civil Procedure, and the requirements of due process under the Texas and United States Constitutions, and any other applicable laws.*

**Judge Wendy Bettlestone, *Underwood v. Kohl's Department Stores, Inc., et al.*** (July 24, 2019) 2:15-cv-00730 (E.D. Pa.):

*The Notice, the contents of which were previously approved by the Court, was disseminated in accordance with the procedures required by the Court's Preliminary Approval Order in accordance with applicable law.*

**Judge Andrew G. Ceresia, J.S.C., *Denier, et al. v. Taconic Biosciences, Inc.*** (July 15, 2019) 00255851 (Sup Ct. N.Y.):

*The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of the CPLR.*

**Judge Vince G. Chhabria, *Parsons v. Kimpton Hotel & Restaurant Group, LLC*** (July 11, 2019) 3:16-cv-05387 (N.D. Cal.):

*Pursuant to the Preliminary Approval Order, the notice documents were sent to Settlement Class Members by email or by first-class mail, and further notice was achieved via publication in People magazine, internet banner notices, and internet sponsored search listings. The Court finds that the manner and form of notice (the "Notice Program") set forth in the Settlement Agreement was provided to Settlement Class Members. The Court finds that the Notice Program, as implemented, was the best practicable under the circumstances. The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, and their rights to opt-out of the Settlement Class and object to the Settlement, Class Counsel's fee request, and the request for Service Award for Plaintiff. The Notice and Notice Program constituted sufficient notice to all persons entitled to notice. The Notice and Notice Program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the constitutional requirement of due process.*

**Judge Daniel J. Buckley, *Adlouni v. UCLA Health Systems Auxiliary, et al.*** (June 28, 2019) BC589243 (Sup. Ct. Cal.):

*The Court finds that the notice to the Settlement Class pursuant to the Preliminary Approval Order was appropriate, adequate, and sufficient, and constituted the best notice practicable under the circumstances to all Persons within the definition of the Settlement Class to apprise interested parties of the pendency of the Action, the nature of the claims, the definition of the Settlement Class, and the opportunity to exclude themselves from the Settlement Class or present objections to the settlement. The notice fully complied with the requirements of due process and all applicable statutes and laws and with the California Rules of Court.*

**Judge John C. Hayes III, *Lightsey, et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA, et al.*** (June 11, 2019) 2017-CP-25-335 (Ct. of Com. Pleas., S.C.):

*These multiple efforts at notification far exceed the due process requirement that the class representative provide the best practical notice. See Eisen v. Carlisle & Jacquelin, 417 U.S. 156, 94 S.Ct. 2140 (1974); Hospitality Mgmt. Assoc., Inc. v. Shell Oil, Inc., 356 S.C. 644, 591 S.E.2d 611 (2004). Following this extensive notice campaign reaching over 1.6 million potential class member accounts, Class counsel have received just two objections to the settlement and only 24 opt outs.*

**Judge Stephen K. Bushong, *Scharfstein v. BP West Coast Products, LLC*** (June 4, 2019) 1112-17046 (Ore. Cir., County of Multnomah):

*The Court finds that the Notice Plan was effected in accordance with the Preliminary Approval and Notice Order, dated March 26, 2019, was made pursuant to ORCP 32 D, and fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.*

**Judge Cynthia Bashant, *Lloyd, et al. v. Navy Federal Credit Union*** (May 28, 2019) 17-cv-1280 (S.D. Cal.):

*This Court previously reviewed, and conditionally approved Plaintiffs' class notices subject to certain amendments. The Court affirms once more that notice was adequate.*

**Judge Robert W. Gettleman, *Cowen v. Lenny & Larry's Inc.*** (May 2, 2019) 1:17-cv-01530 (N.D. Ill.):

*Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the elements specified by the Court in the preliminary approval order. Adequate notice of the amended settlement and the final approval hearing has also been given. Such notice informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a means to obtain additional information; was adequate notice under the circumstances; was valid, due, and sufficient notice to all Settlement Class [M]embers; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.*

**Judge Edward J. Davila, *In re: HP Printer Firmware Update Litigation*** (Apr. 25, 2019) 5:16-cv-05820 (N.D. Cal.):

*Due and adequate notice has been given of the Settlement as required by the Preliminary Approval Order. The Court finds that notice of this Settlement was given to Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Settlement, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.*

**Judge Claudia Wilken, *Naiman v. Total Merchant Services, Inc., et al.*** (Apr. 16, 2019) 4:17-cv-03806 (N.D. Cal.):

*The Court also finds that the notice program satisfied the requirements of Federal Rule of Civil Procedure 23 and due process. The notice approved by the Court and disseminated by Epiq constituted the best practicable method for informing the class about the Final Settlement Agreement and relevant aspects of the litigation.*

**Judge Paul Gardephe, *37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)*** (Mar. 31, 2019) 15-cv-9924 (S.D.N.Y.):

*The Notice given to Class Members complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and provided due and adequate notice to the Class.*

**Judge Alison J. Nathan, *Pantelyat, et al. v. Bank of America, N.A., et al.*** (Jan. 31, 2019) 16-cv-08964 (S.D.N.Y.):

*The Class Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice. The notice fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules.*

**Judge Kenneth M. Hoyt, *Al's Pals Pet Card, LLC, et al. v. Woodforest National Bank, N.A., et al.*** (Jan. 30, 2019) 4:17-cv-3852 (S.D. Tex.):

*[T]he Court finds that the class has been notified of the Settlement pursuant to the plan approved by the Court. The Court further finds that the notice program constituted the best practicable notice to the class under the circumstances and fully satisfies the requirements of due process, including Fed. R. Civ. P. 23(e)(1) and 28 U.S.C. § 1715.*

**Judge Robert M. Dow, Jr., *In re: Dealer Management Systems Antitrust Litigation*** (Jan. 23, 2019) MDL No. 2817, 18-cv-00864 (N.D. Ill.):

*The Court finds that the Settlement Administrator fully complied with the Preliminary Approval Order and that the form and manner of providing notice to the Dealership Class of the proposed Settlement with Reynolds was the best notice practicable under the circumstances, including individual notice to all members of the Dealership Class who could be identified through the exercise of reasonable effort. The Court further finds that the notice program provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715(b), and constitutional due process.*

**Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation (Ford)*** (Dec. 20, 2018) MDL No. 2599 (S.D. Fla.):

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

**Judge Herndon, *Hale v. State Farm Mutual Automobile Insurance Company, et al.*** (Dec. 16, 2018) 3:12-cv-00660 (S.D. Ill.):

*The Class here is estimated to include approximately 4.7 million members. Approximately 1.43 million of them received individual postcard or email notice of the terms of the proposed Settlement, and the rest were notified via a robust publication program "estimated to reach 78.8% of all U.S. Adults Aged 35+ approximately 2.4 times." Doc. 966-2 ¶¶ 26, 41. The Court previously approved the notice plan (Doc. 947), and now, having carefully reviewed the declaration of the Notice Administrator (Doc. 966-2), concludes that it was fully and properly executed, and reflected "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." See Fed. R. Civ. P. 23(c)(2)(B). The Court further concludes that CAFA notice was properly effectuated to the attorneys general and insurance commissioners of all 50 states and District of Columbia.*

**Judge Jesse M. Furman, *Alaska Electrical Pension Fund, et al. v. Bank of America, N.A., et al.*** (Nov. 13, 2018) 14-cv-7126 (S.D.N.Y.):

*The mailing and distribution of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice efforts described in the Motion for Final Approval, as provided for in the Court's June 26, 2018 Preliminary Approval Order, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.*

**Judge William L. Campbell, Jr., *Ajose, et al. v. Interline Brands, Inc.*** (Oct. 23, 2018) 3:14-cv-01707 (M.D. Tenn.):

*The Court finds that the Notice Plan, as approved by the Preliminary Approval Order: (i) satisfied the requirements of Rule 23(c)(3) and due process; (ii) was reasonable and the best practicable notice under the*



*circumstances; (iii) reasonably apprised the Settlement Class of the pendency of the action, the terms of the Agreement, their right to object to the proposed settlement or opt out of the Settlement Class, the right to appear at the Final Fairness Hearing, and the Claims Process; and (iv) was reasonable and constituted due, adequate, and sufficient notice to all those entitled to receive notice.*

**Judge Joseph C. Spero, Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN** (Oct. 15, 2018) 3:16-cv-05486 (N.D. Cal.):

*[T]he Court finds that notice to the class of the settlement complied with Rule 23(c)(3) and (e) and due process. Rule 23(e)(1) states that “[t]he court must direct notice in a reasonable manner to all class members who would be bound by” a proposed settlement, voluntary dismissal, or compromise. Class members are entitled to the “best notice that is practicable under the circumstances” of any proposed settlement before it is finally approved by the Court. Fed. R. Civ. P. 23(c)(2)(B)... The notice program included notice sent by first class mail to 1,750,564 class members and reached approximately 95.2% of the class.*

**Judge Marcia G. Cooke, Dipuglia v. US Coachways, Inc.** (Sept. 28, 2018) 1:17-cv-23006 (S.D. Fla.):

*The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the Case 1:17-cv-23006-MGC Document 66 Entered on FLSD Docket 09/28/2018 Page 3 of 7 4 proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.*

**Judge Beth Labson Freeman, Gergetz v. Telenav, Inc.** (Sept. 27, 2018) 5:16-cv-04261 (N.D. Cal.):

*The Court finds that the Notice and Notice Plan implemented pursuant to the Settlement Agreement, which consists of individual notice sent via first-class U.S. Mail postcard, notice provided via email, and the posting of relevant Settlement documents on the Settlement Website, has been successfully implemented and was the best notice practicable under the circumstances and: (1) constituted notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause, and the Rules of this Court.*

**Judge M. James Lorenz, Farrell v. Bank of America, N.A.** (Aug. 31, 2018) 3:16-cv-00492 (S.D. Cal.):

*The Court therefore finds that the Class Notices given to Settlement Class members adequately informed Settlement Class members of all material elements of the proposed Settlement and constituted valid, due, and sufficient notice to Settlement Class members. The Court further finds that the Notice Program satisfies due process and has been fully implemented.*

**Judge Dean D. Pregerson, Falco, et al. v. Nissan North America, Inc., et al.** (July 16, 2018) 2:13-cv-00686 (C.D. Cal.):

*Notice to the Settlement Class as required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court’s Preliminary Approval Order, and such Notice by first-class mail was given in an adequate and sufficient manner, and constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.*

**Judge Lynn Adelman, In re: Windsor Wood Clad Window Product Liability Litigation** (July 16, 2018) MDL No. 2688, 16-md-02688 (E.D. Wis.):

*The Court finds that the Notice Program was appropriately administered, and was the best practicable notice to the Class under the circumstances, satisfying the requirements of Rule 23 and due process. The Notice Program, constitutes due, adequate, and sufficient notice to all persons, entities, and/or organizations entitled to receive notice; fully satisfied the requirements of the Constitution of the United States (including the Due Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law; and is based on the Federal Judicial Center’s illustrative class action notices.*

**Judge Stephen K. Bushong, Surret, et al. v. Western Culinary Institute, et al.** (June 18, 2018) 0803-03530 (Ore. Cir. County of Multnomah):

*This Court finds that the distribution of the Notice of Settlement was effected in accordance with the Preliminary Approval/Notice Order, dated February 9, 2018, was made pursuant to ORCP 32 D, and fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.*

**Judge Jesse M. Furman, Alaska Electrical Pension Fund, et al. v. Bank of America, N.A., et al.** (June 1, 2018) 14-cv-7126 (S.D.N.Y.):

*The mailing of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice distribution efforts described in the Motion for Final Approval, as provided for in the Court's October 24, 2017 Order Providing for Notice to the Settlement Class and Preliminarily Approving the Plan of Distribution, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.*

**Judge Brad Seligman, Larson v. John Hancock Life Insurance Company (U.S.A.)** (May 8, 2018) RG16813803 (Sup. Ct. Cal.):

*The Court finds that the Class Notice and dissemination of the Class Notice as carried out by the Settlement Administrator complied with the Court's order granting preliminary approval and all applicable requirements of law, including, but not limited to California Rules of Court, rule 3.769(f) and the Constitutional requirements of due process, and constituted the best notice practicable under the circumstances and sufficient notice to all persons entitled to notice of the Settlement.*

*[T]he dissemination of the Class Notice constituted the best notice practicable because it included mailing individual notice to all Settlement Class Members who are reasonably identifiable using the same method used to inform class members of certification of the class, following a National Change of Address search and run through the LexisNexis Deceased Database.*

**Judge Federico A. Moreno, Masson v. Tallahassee Dodge Chrysler Jeep, LLC** (May 8, 2018) 17-cv-22967 (S.D. Fla.):

*The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.*

**Chancellor Russell T. Perkins, Morton v. GreenBank** (Apr. 18, 2018) 11-135-IV (20<sup>th</sup> Jud. Dist. Tenn.):

*The Notice Program as provided or in the Agreement and the Preliminary Amended Approval Order constituted the best notice practicable under the circumstances, including individual notice to all Settlement Class members who could be identified through reasonable effort. The Notice Plan fully satisfied the requirements of Tennessee Rule of Civil Procedure 23.03, due process and any other applicable law.*

**Judge James V. Selna, Callaway v. Mercedes-Benz USA, LLC** (Mar. 8, 2018) 8:14-cv-02011 (C.D. Cal.):

*The Court finds that the notice given to the Class was the best notice practicable under the circumstances of this case, and that the notice complied with the requirements of Federal Rule of Civil Procedure 23 and due process.*

*The notice given by the Class Administrator constituted due and sufficient notice to the Settlement Class, and adequately informed members of the Settlement Class of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement Agreement and how to object to the Settlement.*

*The Court has considered and rejected the objection . . . [regarding] the adequacy of the notice plan. The notice given provided ample information regarding the case. Class members also had the ability to seek additional information from the settlement website, from Class Counsel or from the Class Administrator*

**Judge Thomas M. Durkin, Vergara, et al., v. Uber Technologies, Inc.** (Mar. 1, 2018) 1:15-cv-06972 (N.D. Ill.):

*The Court finds that the Notice Plan set forth in Section IX of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Classes of the pendency of this case, certification of the Settlement Classes for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. Further, the Court finds that Defendant has timely satisfied the notice requirements of 28 U.S.C. Section 1715.*

**Judge Federico A. Moreno, In re: Takata Airbag Products Liability Litigation (Honda & Nissan)** (Feb. 28, 2018) MDL No. 2599 (S.D. Fla.):

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

**Judge Susan O. Hickey, Larey v. Allstate Property and Casualty Insurance Company** (Feb. 9, 2018) 4:14-cv-04008 (W.D. Kan.):

*Based on the Court's review of the evidence submitted and argument of counsel, the Court finds and concludes that the Class Notice and Claim Form was mailed to potential Class Members in accordance with the provisions of the Preliminary Approval Order, and together with the Publication Notice, the automated toll-free telephone number, and the settlement website: (i) constituted, under the circumstances, the most effective and practicable notice of the pendency of the Lawsuit, this Stipulation, and the Final Approval Hearing to all Class Members who could be identified through reasonable effort; and (ii) met all requirements of the Federal Rules of Civil Procedure, the requirements of due process under the United States Constitution, and the requirements of any other applicable rules or law.*

**Judge Muriel D. Hughes, Glaske v. Independent Bank Corporation** (Jan. 11, 2018) 13-009983 (Cir. Ct. Mich.):

*The Court-approved Notice Plan satisfied due process requirements . . . The notice, among other things, was calculated to reach Settlement Class Members because it was sent to their last known email or mail address in the Bank's files.*

**Judge Naomi Reice Buchwald, Orlander v. Staples, Inc.** (Dec. 13, 2017) 13-CV-0703 (S.D.N.Y.):

*The Notice of Class Action Settlement ("Notice") was given to all Class Members who could be identified with reasonable effort in accordance with the terms of the Settlement Agreement and Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and the terms and conditions of the proposed Settlement met the requirements of Federal Rule of Civil Procedure 23 and the Constitution of the United States (including the Due Process Clause); and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.*

**Judge Lisa Godbey Wood, T.A.N. v. PNI Digital Media, Inc.** (Dec. 1, 2017) 2:16-cv-132 (S.D. Ga.):

*Notice to the Settlement Class Members required by Rule 23 has been provided as directed by this Court in the Preliminary Approval Order, and such notice constituted the best notice practicable, including, but not limited to, the forms of notice and methods of identifying and providing notice to the Settlement Class Members, and satisfied the requirements of Rule 23 and due process, and all other applicable laws.*

**Judge Robin L. Rosenberg, *Gottlieb v. Citgo Petroleum Corporation*** (Nov. 29, 2017) 9:16-cv-81911 (S.D. Fla.):

*The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.*

**Judge Donald M. Middlebrooks, *Mahoney v. TT of Pine Ridge, Inc.*** (Nov. 20, 2017) 9:17-cv-80029 (S.D. Fla.):

*Based on the Settlement Agreement, Order Granting Preliminary Approval of Class Action Settlement Agreement, and upon the Declaration of Cameron Azari, Esq. (DE 61-1), the Court finds that Class Notice provided to the Settlement Class was the best notice practicable under the circumstances, and that it satisfied the requirements of due process and Federal Rule of Civil Procedure 23(e)(1).*

**Judge Gerald Austin McHugh, *Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric, et al.*** (Nov. 8, 2017) 2:14-cv-04464 (E.D. Pa.):

*Notice has been provided to the Settlement Class of the pendency of this Action, the conditional certification of the Settlement Class for purposes of this Settlement, and the preliminary approval of the Settlement Agreement and the Settlement contemplated thereby. The Court finds that the notice provided was the best notice practicable under the circumstances to all persons entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.*

**Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation (BMW, Mazda, Toyota, & Subaru)*** (Nov. 1, 2017) MDL No. 2599 (S.D. Fla.):

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

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

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

**Judge Rebecca Brett Nightingale, *Ratzlaff, et al. v. BOKF, NA d/b/a Bank of Oklahoma, et al.*** (May 15, 2017) CJ-2015-00859 (Dist. Ct. Okla.):

*The Court-approved Notice Plan satisfies Oklahoma law because it is "reasonable" (12 O.S. § 2023(E)(1)) and it satisfies due process requirements because it was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Shutts*, 472 U.S. at 812 (quoting *Mullane*, 339 U.S. at 314-15).*

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

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

**Judge Yvonne Gonzalez Rogers, *Bias v. Wells Fargo & Company, et al.*** (Apr. 13, 2017) 4:12-cv-00664 (N.D. Cal.):

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

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

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

**Judge Carlos Murguia, *Whitton v. Deffenbaugh Industries, Inc., et al.*** (Dec. 14, 2016) 2:12-cv-02247 and ***Gary, LLC v. Deffenbaugh Industries, Inc., et al.*** 2:13-cv-02634 (D. Kan.):

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

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

*The Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all other applicable laws.*

**Judge Timothy D. Fox, *Miner v. Philip Morris USA, Inc.*** (Nov. 21, 2016) 60CV03-4661 (Ark. Cir. Ct.):

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

**Judge Eileen Bransten, *In re: HSBC Bank USA, N.A., as part of In re: Checking Account Overdraft Litigation*** (Oct. 13, 2016) 650562/2011 (Sup. Ct. N.Y.):

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

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

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

**Judge Marcia G. Cooke, *Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.*** (Apr. 11, 2016) 14-23120 (S.D. Fla.):

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

**Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation*** (Mar. 22, 2016) 4:13-md-02420 MDL No. 2420 (N.D. Cal.):

*From what I could tell, I liked your approach and the way you did it. I get a lot of these notices that I think are all legalese and no one can really understand them. Yours was not that way.*

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

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

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

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

*The court also finds that the Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of: (1) the pendency of this class action; (2) their right to exclude themselves from the Settlement Class and the proposed Settlement; (3) their right to object to any aspect of the proposed Settlement (including final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed Settlement, the adequacy of the Settlement Class's representation by Named Plaintiffs or Class Counsel, or the award of attorney's and representative fees); (4) their right to appear at the fairness hearing (either on their own or through counsel hired at their own expense); and (5) the binding and preclusive effect of the orders and Final Order and Judgment in this Action, whether favorable or unfavorable, on all Persons who do not request exclusion from the Settlement Class. As such, the court finds that the Notice fully satisfied the requirements of the Federal Rules of Civil Procedure, including Federal Rule of Civil Procedure 23(c)(2) and (e), the United States Constitution (including the Due Process Clause), the rules of this court, and any other applicable law, and provided sufficient notice to bind all Class Members, regardless of whether a particular Class Member received actual notice.*

**Judge Robert W. Gettleman, *Adkins, et al. v. Nestlé Purina PetCare Company, et al.*** (June 23, 2015) 1:12-cv-02871 (N.D. Ill.):

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

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

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

**Judge Rya W. Zobel, *Gulbankian et al. v. MW Manufacturers, Inc.*** (Dec. 29, 2014) 1:10-cv-10392 (D. Mass.):

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

**Judge Edward J. Davila, *Rose v. Bank of America Corporation, et al.*** (Aug. 29, 2014) 5:11-cv-02390 and 5:12-cv-0400 (N.D. Cal.):

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

**Judge James A. Robertson, II, *Wong, et al. v. Alacer Corp.*** (June 27, 2014) CGC-12-519221 (Sup. Ct. Cal.):

*Notice to the Settlement Class has been provided in accordance with the Preliminary Approval Order. Based on the Declaration of Cameron Azari dated March 7, 2014, such Class Notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies the requirements of California Civil Code Section 1781, California Civil Code of Civil Procedure Section 382, Rules 3.766 of the California Rules of Court, and due process.*

**Judge John Gleeson, *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*** (Dec. 13, 2013) MDL No. 1720, 05-md-01720 (E.D.N.Y.):

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

**Judge Lance M. Africk, *Evans, et al. v. TIN, Inc., et al.*** (July 7, 2013) 2:11-cv-02067 (E.D. La.):

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

**Judge Edward M. Chen, *Marolda v. Symantec Corporation*** (Apr. 5, 2013) 3:08-cv-05701 (N.D. Cal.):

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

**Judge Ann D. Montgomery, *In re: Zurn Pex Plumbing Products Liability Litigation*** (Feb. 27, 2013) MDL No. 1958, 08-md-1958 (D. Minn.):

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

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

**Magistrate Judge Stewart, *Gessele, et al. v. Jack in the Box, Inc.*** (Jan. 28, 2013) 3:10-cv-960 (D. Ore.):

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

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

*Through August 9, 2012, 366,242 individual notices had been sent to potential [Medical Benefits] Settlement Class Members by postal mail and 56,136 individual notices had been e-mailed. Only 10,700 mailings—or 3.3%—were known to be undeliverable. (Azari Decl. ¶¶ 8, 9.) Notice was also provided through an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, highly-trafficked websites, and Sunday local newspapers (via newspaper supplements). Notice was also provided in non-measured trade, business and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The combined measurable paid print, television, radio, and Internet effort reached an estimated 95% of adults aged 18+ in the Gulf Coast region an average of 10.3 times each, and an estimated 83% of all adults in the United States aged 18+ an average of 4 times each. (Id. ¶¶ 8, 10.) All notice documents were designed to be clear, substantive, and informative. (Id. ¶ 5.)*

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

**Judge Carl J. Barbier, *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Economic and Property Damages Settlement)*** (Dec. 21, 2012) MDL No. 2179 (E.D. La.):

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



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

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

**Judge Alonzo Harris, Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.** (Aug. 17, 2012) 12-C-1599 (27<sup>th</sup> Jud. D. Ct. La.):

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

**Judge James Lawrence King, Sachar v. Iberiabank Corporation** (Apr. 26, 2012) as part of **In re: Checking Account Overdraft** MDL No. 2036 (S.D. Fla):

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

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

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

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

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

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

**Judge John D. Bates, *Trombley v. National City Bank*** (Dec. 1, 2011) 1:10-cv-00232 (D.D.C.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

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

**Judge Robert M. Dow, Jr., *Schulte v. Fifth Third Bank*** (July 29, 2011) 1:09-cv-06655 (N.D. Ill.):

*The Court has reviewed the content of all of the various notices, as well as the manner in which Notice was disseminated, and concludes that the Notice given to the Class fully complied with Federal Rule of Civil Procedure 23, as it was the best notice practicable, satisfied all constitutional due process concerns, and provided the Court with jurisdiction over the absent Class Members.*

**Judge Ellis J. Daigle, *Williams v. Hammerman & Gainer Inc.*** (June 30, 2011) 11-C-3187-B (27th Jud. D. Ct. La.):

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

**Judge Stefan R. Underhill, *Mathena v. Webster Bank, N.A.*** (Mar. 24, 2011) 3:10-cv-01448 (D. Conn.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

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

**Judge Ted Stewart, *Miller v. Basic Research, LLC*** (Sept. 2, 2010) 2:07-cv-00871 (D. Utah):

*Plaintiffs state that they have hired a firm specializing in designing and implementing large scale, unbiased,*

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

**Judge Sara Loi, *Pavlov v. Continental Casualty Co.*** (Oct. 7, 2009) 5:07-cv-2580 (N.D. Ohio):

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

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

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

#### LEGAL NOTICE CASES

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

<b><i>Pearlstone v. Wal-Mart Stores, Inc. (Sales Tax)</i></b>	C.D. Cal., No. 4:17-cv-02856
<b><i>Zanca, et al. v. Epic Games, Inc. (Fortnite or Rocket League Video Games)</i></b>	Sup Ct. Wake Cnty., N.C., No. 21-CVS-534
<b><i>In re: Flint Water Cases</i></b>	E.D. Mich., No. 5:16-cv-10444
<b><i>Kukorinis, et al. v. Walmart, Inc.</i></b>	S.D. Fla., No. 1:19-cv-20592
<b><i>Grace v. Apple, Inc.</i></b>	N.D. Cal., No. 17-CV-00551
<b><i>Alvarez v. Sirius XM Radio Inc.</i></b>	C.D. Cal., No. 2:18-cv-8605
<b><i>In re: Pre-Filled Propane Tank Antitrust Litigation</i></b>	W.D. Mo., No. MDL No. 2567, No. 14-2567
<b><i>In re: Disposable Contact Lens Antitrust Litigation (ABB Concise Optical Group, LLC)</i></b>	M.D. Fla., No. 3:15-md-02626
<b><i>Bally v. State Farm Insurance Company</i></b>	N.D. Cal., No. 3:18-cv-04954
<b><i>Morris v. Provident Credit Union (Overdraft)</i></b>	Sup. Ct. Cal. Cty. of San Fran., No. CGC-19-581616
<b><i>Pennington v. Tetra Tech, Inc. et al.</i></b>	N.D. Cal., No. 3:18-cv-05330
<b><i>Maldonado et al. v. Apple Inc, et al.</i></b>	N.D. Cal., No. 3:16-cv-04067
<b><i>UFCW &amp; Employers Benefit Trust v. Sutter Health, et al.</i></b>	Sup. Ct. of Cal., Cnty of San Fran., No. CGC 14-538451 Consolidated with CGC-18-565398

<b><i>Fitzhenry v. Independent Home Products, LLC (TCPA)</i></b>	D.S.C., No. 2:19-cv-02993
<b><i>In re: Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc., et al.</i></b>	C.D. Cal., Nos. 8:17-CV-00838 & 18-cv-02223
<b><i>Sager, et al. v. Volkswagen Group of America, Inc., et al.</i></b>	D.N.J., No. 18-cv-13556
<b><i>Bautista v. Valero Marketing and Supply Company</i></b>	N.D. Cal., No. 3:15-cv-05557
<b><i>Snee Farm Lakes Homeowner's Association Inc. v. The Commissioners of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks</i></b>	Ct. of Com. Pleas., S.C., No. 2018-CP-10-2764
<b><i>Richards, et al. v. Chime Financial, Inc.</i></b>	N.D. Cal., No. 4:19-cv-06864
<b><i>In re: Health Insurance Innovations Securities Litigation</i></b>	M.D. Fla., No. 8:17-cv-02186
<b><i>Fox, et al. v. Iowa Health System d.b.a. UnityPoint Health (Data Breach)</i></b>	W.D. Wis., No. 18-cv-327
<b><i>Smith v. Costa Del Mar, Inc.</i></b>	M.D. Fla., No. 3:18-cv-1011
<b><i>Al's Discount Plumbing, et al. v. Viega, LLC (Building Products)</i></b>	M.D. Pa., No. 19-cv-00159
<b><i>The Weinstein Company Holdings, LLC</i></b>	Bankr. D. Del., No. 18-10601
<b><i>Rose v. The Travelers Home and Marine Insurance Company, et al.</i></b>	E.D. Pa., No. 19-cv-00977
<b><i>Paris et al. v. Progressive American Insurance Company, et al.</i></b>	S.D. Fla., No. 19-cv-21761
<b><i>Chinitz v. Intero Real Estate Services</i></b>	N.D. Cal., No. 5:18-cv-05623
<b><i>Eastwood Construction LLC, et al. v. City of Monroe The Estate of Donald Alan Plyler Sr., et al. v. City of Monroe</i></b>	Sup. Ct. N.C., Nos. 18-CVS-2692 & 19-CVS-1825
<b><i>Garvin v. San Diego Unified Port District</i></b>	Sup. Ct. Cal., No. 37-2020-00015064
<b><i>Consumer Financial Protection Bureau v. Siringoringo Law Firm</i></b>	C.D. Cal., No. 8:14-cv-01155
<b><i>Robinson v. Nationstar Mortgage LLC</i></b>	D. Md., No. 8:14-cv-03667
<b><i>Drazen v. GoDaddy.com, LLC and Bennett v. GoDaddy.com, LLC (TCPA)</i></b>	S.D. Ala., No. 1:19-cv-00563
<b><i>In re: Libor-Based Financial Instruments Antitrust Litigation</i></b>	S.D.N.Y., MDL No. 2262, No. 1:11-md-2262
<b><i>Izor v. Abacus Data Systems, Inc. (TCPA)</i></b>	N.D. Cal., No. 19-cv-01057
<b><i>Cook, et al. v. South Carolina Public Service Authority, et al.</i></b>	Ct. of Com. Pleas. 13 <sup>th</sup> Jud. Cir. S.C., No. 2019-CP-23-6675
<b><i>K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals</i></b>	30th Jud. Dist. Tenn., No. CH-13-04871-1
<b><i>In re: Roman Catholic Diocese of Harrisburg</i></b>	Bank. Ct. M.D. Pa., No. 1:20-bk-00599
<b><i>Denier, et al. v. Taconic Biosciences, Inc.</i></b>	Sup Ct. N.Y., No. 00255851
<b><i>Robinson v. First Hawaiian Bank (Overdraft)</i></b>	Cir. Ct. of First Cir. Haw., No. 17-1-0167-01
<b><i>Burch v. Whirlpool Corporation</i></b>	W.D. Mich., No. 1:17-cv-00018

<b>Armon, et al. v. Washington State University (Data Breach)</b>	Sup. Ct. Wash., No. 17-2-23244-1 consolidated with No. 17-2-25052-0
<b>Wilson, et al. v. Volkswagen Group of America, Inc., et al.</b>	S.D. Fla., No. 17-cv-23033
<b>Prather v. Wells Fargo Bank, N.A. (TCPA)</b>	N.D. Ill., No. 1:17-cv-00481
<b>In re: Wells Fargo Collateral Protection Insurance Litigation</b>	C.D. Cal., No. 8:17-ml-02797
<b>Ciuffitelli, et al. v. Deloitte &amp; Touche LLP, et al.</b>	D. Ore., No. 3:16-cv-00580
<b>Coffeng, et al. v. Volkswagen Group of America, Inc.</b>	N.D. Cal., No. 17-cv-01825
<b>In re: Disposable Contact Lens Antitrust Litigation (CooperVision, Inc.)</b>	M.D. Fla., No. 3:15-md-02626
<b>Audet, et al. v. Garza, et al.</b>	D. Conn., No. 3:16-cv-00940
<b>Hyder, et al. v. Consumers County Mutual Insurance Company</b>	D. Ct. of Travis County Tex., No. D-1-GN-16-000596
<b>Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens</b>	E.D. Tex., No. 4:19-cv-00248
<b>In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation</b>	D.S.C., MDL No. 2613, No. 6:15-MN-02613
<b>Liggio v. Apple Federal Credit Union</b>	E.D. Vir., No. 1:18-cv-01059
<b>Garcia v. Target Corporation (TCPA)</b>	D. Minn., No. 16-cv-02574
<b>Albrecht v. Oasis Power, LLC d/b/a Oasis Energy</b>	N.D. Ill., No. 1:18-cv-1061
<b>McKinney-Drobnis, et al. v. Massage Envy Franchising</b>	N.D. Cal., No. 3:16-cv-6450
<b>In re: Optical Disk Drive Products Antitrust Litigation</b>	N.D. Cal., No. 3:10-md-2143
<b>Stone, et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens</b>	E.D. Tex., No. 4:17-cv-00001
<b>In re: Kaiser Gypsum Company, Inc., et al. (Asbestos)</b>	Bankr. W.D. N.C., No. 16-31602
<b>Kuss v. American HomePatient, Inc., et al. (Data Breach)</b>	M.D. Fla., No. 8:18-cv-2348
<b>Lusnak v. Bank of America, N.A.</b>	C.D. Cal., No. 14-cv-1855
<b>In re: Premera Blue Cross Customer Data Security Breach Litigation</b>	D. Ore., No. 3:15-md-2633
<b>Elder v. Hilton Worldwide Holdings, Inc. (Hotel Stay Promotion)</b>	N.D. Cal., No. 16-cv-00278
<b>Grayson, et al. v. General Electric Company (Microwaves)</b>	D. Conn., No. 3:13-cv-01799
<b>Harris, et al. v. Farmers Insurance Exchange and Mid Century Insurance Company</b>	Sup. Ct Cal., No. BC 579498
<b>Lashambae v. Capital One Bank, N.A. (Overdraft)</b>	E.D.N.Y., No. 1:17-cv-06406
<b>Danielle Trujillo, et al. v. Ametek, Inc., et al. (Toxic Leak)</b>	S.D. Cal., No.3:15-cv-01394
<b>Cox, et al. v. Ametek, Inc., et al. (Toxic Leak)</b>	S.D. Cal., No. 3:17-cv-00597

<b><i>Pirozzi, et al. v. Massage Envy Franchising, LLC</i></b>	E.D. Mo., No. 4:19-CV-807
<b><i>Lehman v. Transbay Joint Powers Authority, et al. (Millennium Tower)</i></b>	Sup. Ct. Cal., No. GCG-16-553758
<b><i>In re: FCA US LLC Monostable Electronic Gearshift Litigation</i></b>	E.D. Mich., MDL No. 2744 & No. 16-md-02744
<b><i>Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A., as part of In re: Checking Account Overdraft</i></b>	S.D. Fla., No. 1:10-CV-22190, as part of MDL No. 2036
<b><i>Behfarin v. Pruco Life Insurance Company, et al.</i></b>	C.D. Cal., No. 17-cv-05290
<b><i>In re: Renovate America Finance Cases</i></b>	Sup. Ct. Cal., County of Riverside, No. RICJCCP4940
<b><i>Nelson v. Roadrunner Transportation Systems, Inc. (Data Breach)</i></b>	N.D. Ill., No. 1:18-cv-07400
<b><i>Skochin, et al. v. Genworth Life Insurance Company, et al.</i></b>	E.D. Vir., No. 3:19-cv-00049
<b><i>Walters, et al. v. Target Corp. (Overdraft)</i></b>	S.D. Cal., No. 3:16-cv-1678
<b><i>Jackson, et al. v. Viking Group, Inc., et al.</i></b>	D. Md., No. 8:18-cv-02356
<b><i>Waldrup v. Countrywide Financial Corporation, et al.</i></b>	C.D. Cal., No. 2:13-cv-08833
<b><i>Burrow, et al. v. Forjas Taurus S.A., et al.</i></b>	S.D. Fla., No. 1:16-cv-21606
<b><i>Henrikson v. Samsung Electronics Canada Inc.</i></b>	Ontario Sup. Ct., No. 2762-16cp
<b><i>In re: Comcast Corp. Set-Top Cable Television Box Antitrust Litigation</i></b>	E.D. Pa., No. 2:09-md-02034
<b><i>Lightsey, et al. v. South Carolina Electric &amp; Gas Company, a Wholly Owned Subsidiary of SCANA, et al.</i></b>	Ct. of Com. Pleas., S.C., No. 2017-CP-25-335
<b><i>Rabin v. HP Canada Co., et al.</i></b>	Quebec Ct., Dist. of Montreal, No. 500-06-000813-168
<b><i>McIntosh v. Takata Corporation, et al.; Vitoratos, et al. v. Takata Corporation, et al.; and Hall v. Takata Corporation, et al.</i></b>	Ontario Sup Ct., No. CV-16-543833-00CP; Quebec Sup. Ct of Justice, No. 500-06-000723-144; & Court of Queen's Bench for Saskatchewan, No. QBG. 1284 or 2015
<b><i>Di Filippo v. The Bank of Nova Scotia, et al. (Gold Market Instrument)</i></b>	Ontario Sup. Ct., No. CV-15-543005-00CP & No. CV-16-551067-00CP
<b><i>Adlouni v. UCLA Health Systems Auxiliary, et al.</i></b>	Sup. Ct. Cal., No. BC589243
<b><i>Lloyd, et al. v. Navy Federal Credit Union</i></b>	S.D. Cal., No. 17-cv-1280
<b><i>Luib v. Henkel Consumer Goods Inc.</i></b>	E.D.N.Y., No. 1:17-cv-03021
<b><i>Zaklit, et al. v. Nationstar Mortgage LLC, et al. (TCPA)</i></b>	C.D. Cal., No. 5:15-cv-02190
<b><i>In re: HP Printer Firmware Update Litigation</i></b>	N.D. Cal., No. 5:16-cv-05820
<b><i>In re: Dealer Management Systems Antitrust Litigation</i></b>	N.D. Ill., MDL No. 2817, No. 18-cv-00864
<b><i>Mosser v. TD Bank, N.A. and Mazzadra, et al. v. TD Bank, N.A., as part of In re: Checking Account Overdraft</i></b>	E.D. Pa., No. 2:10-cv-00731, S.D. Fla., No. 10-cv-21386 and S.D. Fla., No. 1:10-cv-21870, as part of S.D. Fla., MDL No. 2036

<b><i>Naiman v. Total Merchant Services, Inc., et al. (TCPA)</i></b>	N.D. Cal., No. 4:17-cv-03806
<b><i>In re: Valley Anesthesiology Consultants, Inc. Data Breach Litigation</i></b>	Sup. Ct. Cal., No. CV2016-013446
<b><i>Parsons v. Kimpton Hotel &amp; Restaurant Group, LLC (Data Breach)</i></b>	N.D. Cal., No. 3:16-cv-05387
<b><i>Stahl v. Bank of the West</i></b>	Sup. Ct. Cal., No. BC673397
<b><i>37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)</i></b>	S.D.N.Y., No. 15-cv-9924
<b><i>Tashica Fulton-Green, et al. v. Accolade, Inc.</i></b>	E.D. Pa., No. 2:18-cv-00274
<b><i>In re: Community Health Systems, Inc. Customer Data Security Breach Litigation</i></b>	N.D. Ala., MDL No. 2595, No. 2:15-CV-222
<b><i>AI's Pals Pet Card, LLC, et al. v. Woodforest National Bank, N.A., et al.</i></b>	S.D. Tex., No. 4:17-cv-3852
<b><i>Cowen v. Lenny &amp; Larry's Inc.</i></b>	N.D. Ill., No. 1:17-cv-01530
<b><i>Martin v. Trott (MI - Foreclosure)</i></b>	E.D. Mich., No. 2:15-cv-12838
<b><i>Knapper v. Cox Communications, Inc. (TCPA)</i></b>	D. Ariz., No. 2:17-cv-00913
<b><i>Dipuglia v. US Coachways, Inc. (TCPA)</i></b>	S.D. Fla., No. 1:17-cv-23006
<b><i>Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN (TCPA)</i></b>	N.D. Cal., No. 3:16-cv-05486
<b><i>First Impressions Salon, Inc., et al. v. National Milk Producers Federation, et al.</i></b>	S.D. Ill., No. 3:13-cv-00454
<b><i>Raffin v. Mediacredit, Inc., et al.</i></b>	C.D. Cal., No. 15-cv-4912
<b><i>Gergetz v. Telenav, Inc. (TCPA)</i></b>	N.D. Cal., No. 5:16-cv-04261
<b><i>Ajose, et al. v. Interline Brands Inc. (Plumbing Fixtures)</i></b>	M.D. Tenn., No. 3:14-cv-01707
<b><i>Underwood v. Kohl's Department Stores, Inc., et al.</i></b>	E.D. Pa., No. 2:15-cv-00730
<b><i>Surrett, et al. v. Western Culinary Institute, et al.</i></b>	Ore. Cir., County of Multnomah, No. 0803-03530
<b><i>Vergara, et al., v. Uber Technologies, Inc. (TCPA)</i></b>	N.D. Ill., No. 1:15-CV-06972
<b><i>Watson v. Bank of America Corporation, et al.; Bancroft-Snell et al. v. Visa Canada Corporation, et al.; Bakopanos v. Visa Canada Corporation, et al.; Macaronies Hair Club and Laser Center Inc. operating as Fuze Salon v. BofA Canada Bank, et al.; Hello Baby Equipment Inc. v. BofA Canada Bank and others (Visa and Mastercard Canadian Interchange Fees)</i></b>	Sup. Ct. of B.C., No. VLC-S-S-112003; Ontario Sup. Ct., No. CV-11-426591; Sup. Ct. of Quebec, No. 500-06-00549-101; Ct. of QB of Alberta, No. 1203-18531; Ct. of QB of Saskatchewan, No. 133 of 2013
<b><i>In re: Takata Airbag Products Liability Litigation (OEMs – BMW, Mazda, Subaru, and Toyota)</i></b>	S.D. Fla., MDL No. 2599
<b><i>In re: Takata Airbag Products Liability Litigation (OEMs – Honda and Nissan)</i></b>	S.D. Fla., MDL No. 2599
<b><i>In re: Takata Airbag Products Liability Litigation (OEM – Ford)</i></b>	S.D. Fla., MDL No. 2599

<b>Poseidon Concepts Corp., et al. (Canadian Securities Litigation)</b>	Ct. of QB of Alberta, No. 1301-04364
<b>Callaway v. Mercedes-Benz USA, LLC (Seat Heaters)</b>	C.D. Cal., No. 8:14-cv-02011
<b>Hale v. State Farm Mutual Automobile Insurance Company, et al.</b>	S.D. Ill., No. 3:12-cv-0660
<b>Farrell v. Bank of America, N.A. (Overdraft)</b>	S.D. Cal., No. 3:16-cv-00492
<b>In re: Windsor Wood Clad Window Products Liability Litigation</b>	E.D. Wis., MDL No. 2688, No. 16-MD-02688
<b>Wallace, et al, v. Monier Lifetile LLC, et al.</b>	Sup. Ct. Cal., No. SCV-16410
<b>In re: Parking Heaters Antitrust Litigation</b>	E.D.N.Y., No. 15-MC-0940
<b>Pantelyat, et al. v. Bank of America, N.A., et al. (Overdraft / Uber)</b>	S.D.N.Y., No. 16-cv-08964
<b>Falco et al. v. Nissan North America, Inc., et al. (Engine – CA &amp; WA)</b>	C.D. Cal., No. 2:13-cv-00686
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<b>Larson v. John Hancock Life Insurance Company (U.S.A.)</b>	Sup. Ct. Cal., No. RG16813803
<b>Larey v. Allstate Property and Casualty Insurance Company</b>	W.D. Kan., No. 4:14-cv-04008
<b>Orlander v. Staples, Inc.</b>	S.D.N.Y., No. 13-cv-0703
<b>Masson v. Tallahassee Dodge Chrysler Jeep, LLC (TCPA)</b>	S.D. Fla., No. 1:17-cv-22967
<b>Gordon, et al. v. Amadeus IT Group, S.A., et al.</b>	S.D.N.Y., No. 1:15-cv-05457
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<b>Sobiech v. U.S. Gas &amp; Electric, Inc., i/t/d/b/a Pennsylvania Gas &amp; Electric, et al.</b>	E.D. Pa., No. 2:14-cv-04464
<b>Mahoney v. TT of Pine Ridge, Inc.</b>	S.D. Fla., No. 9:17-cv-80029
<b>Ma, et al. v. Harmless Harvest Inc. (Coconut Water)</b>	E.D.N.Y., No. 2:16-cv-07102
<b>Reilly v. Chipotle Mexican Grill, Inc.</b>	S.D. Fla., No. 1:15-cv-23425
<b>The Financial Oversight and Management Board for Puerto Rico as representative of Puerto Rico Electric Power Authority (“PREPA”) (Bankruptcy)</b>	D. Puerto Rico, No. 17-04780
<b>In re: Syngenta Litigation</b>	4th Jud. Dist. Minn., No. 27-CV-15-3785
<b>T.A.N. v. PNI Digital Media, Inc.</b>	S.D. Ga., No. 2:16-cv-132
<b>Lewis v. Flue-Cured Tobacco Cooperative Stabilization Corporation (n/k/a United States Tobacco Cooperative, Inc.)</b>	N.C. Gen. Ct of Justice, Sup. Ct. Div., No. 05 CVS 188, No. 05 CVS 1938
<b>McKnight, et al. v. Uber Technologies, Inc., et al.</b>	N.D. Cal., No. 14-cv-05615
<b>Gottlieb v. Citgo Petroleum Corporation (TCPA)</b>	S.D. Fla., No. 9:16-cv-81911
<b>Farnham v. Caribou Coffee Company, Inc. (TCPA)</b>	W.D. Wis., No. 16-cv-00295



<b>Jacobs, et al. v. Huntington Bancshares Inc., et al. (FirstMerit Overdraft Fees)</b>	Ohio C.P., No. 11CV000090
<b>Morton v. Greenbank (Overdraft Fees)</b>	20th Jud. Dist. Tenn., No. 11-135-IV
<b>Ratzlaff, et al. v. BOKF, NA d/b/a Bank of Oklahoma, et al. (Overdraft Fees)</b>	Dist. Ct. Okla., No. CJ-2015-00859
<b>Klug v. Watts Regulator Company (Product Liability)</b>	D. Neb., No. 8:15-cv-00061
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<b>Greater Chautauqua Federal Credit Union v. Kmart Corp., et al. (Data Breach)</b>	N.D. Ill., No. 1:15-cv-02228
<b>Hawkins v. First Tennessee Bank, N.A., et al. (Overdraft Fees)</b>	13th Jud. Cir. Tenn., No. CT-004085-11
<b>In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)</b>	N.D. Cal., MDL No. 2672
<b>In re: HSBC Bank USA, N.A.</b>	Sup. Ct. N.Y., No. 650562/11
<b>Glasko v. Independent Bank Corporation (Overdraft Fees)</b>	Cir. Ct. Mich., No. 13-009983
<b>MSPA Claims 1, LLC v. IDS Property Casualty Insurance Company</b>	11th Jud. Cir. Fla, No. 15-27940-CA-21
<b>In re: Lithium Ion Batteries Antitrust Litigation</b>	N.D. Cal., MDL No. 2420, No. 4:13-MD-02420
<b>Chimeno-Buzzi v. Hollister Co. and Abercrombie &amp; Fitch Co.</b>	S.D. Fla., No. 14-cv-23120
<b>Small v. BOKF, N.A.</b>	D. Colo., No. 13-cv-01125
<b>Forgione v. Webster Bank N.A. (Overdraft Fees)</b>	Sup. Ct. Conn., No. X10-UWY-CV-12-6015956-S
<b>Swift v. BancorpSouth Bank, as part of In re: Checking Account Overdraft</b>	N.D. Fla., No. 1:10-cv-00090, as part of S.D. Fla, MDL No. 2036
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<b>In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation</b>	D.N.J., MDL No. 2540
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<b>Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.</b>	27 <sup>th</sup> Jud. D. Ct. La., No. 12-C-1599
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<b><i>In re: Energy Future Holdings Corp., et al. (Asbestos Claims Bar Notice)</i></b>	Bankr. D. Del., No. 14-10979
<b><i>Dorothy Williams d/b/a Dot's Restaurant v. Waste Away Group, Inc.</i></b>	Cir. Ct., Lawrence Cnty, Ala., No. 42-cv-2012- 900001.00
<b><i>Kota of Sarasota, Inc. v. Waste Management Inc. of Florida</i></b>	12th Jud. Cir. Ct., Sarasota Cnty, Fla., No. 2011-CA-008020NC
<b><i>Steen v. Capital One, N.A., as part of In re: Checking Account Overdraft</i></b>	E.D. La., No. 2:10-cv-01505 and 1:10-cv-22058, as part of S.D. Fla., MDL No. 2036
<b><i>Childs, et al. v. Synovus Bank, et al., as part of In re: Checking Account Overdraft</i></b>	S.D. Fla., MDL No. 2036
<b><i>In re: MI Windows and Doors Inc. Products Liability Litigation (Building Products)</i></b>	D.S.C., MDL No. 2333
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<b><i>Scharfstein v. BP West Coast Products, LLC</i></b>	Ore. Cir., County of Multnomah, No. 1112-17046
<b><i>Adkins, et al. v. Nestlé Purina PetCare Company, et al.</i></b>	N.D. Ill., No. 1:12-cv-02871
<b><i>Smith v. City of New Orleans</i></b>	Civil D. Ct., Parish of Orleans, La., No. 2005-05453
<b><i>Hawthorne v. Umpqua Bank (Overdraft Fees)</i></b>	N.D. Cal., No. 11-cv-06700
<b><i>Gulbankian, et al. v. MW Manufacturers, Inc.</i></b>	D. Mass., No. 1:10-cv-10392
<b><i>Costello v. NBT Bank (Overdraft Fees)</i></b>	Sup. Ct. Del Cnty., N.Y., No. 2011-1037
<b><i>In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)</i></b>	E.D.N.Y., MDL No. 2221, No. 11-MD-2221
<b><i>Wong, et al. v. Alacer Corp. (Emergen-C)</i></b>	Sup. Ct. Cal., No. CGC-12-519221
<b><i>Mello et al. v. Susquehanna Bank, as part of In re: Checking Account Overdraft</i></b>	S.D. Fla., MDL No. 2036
<b><i>In re: Plasma-Derivative Protein Therapies Antitrust Litigation</i></b>	N.D. Ill., No. 09-CV-7666
<b><i>Simpson v. Citizens Bank (Overdraft Fees)</i></b>	E.D. Mich., No. 2:12-cv-10267
<b><i>George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC, et al. v. Bestcomp, Inc., et al.</i></b>	27th Jud. D. Ct. La., No. 09-C-5242-B
<b><i>Simmons v. Comerica Bank, N.A., as part of In re: Checking Account Overdraft</i></b>	S.D. Fla., MDL No. 2036
<b><i>McGann, et al., v. Schnuck Markets, Inc. (Data Breach)</i></b>	Mo. Cir. Ct., No. 1322-CC00800
<b><i>Rose v. Bank of America Corporation, et al. (TCPA)</i></b>	N.D. Cal., Nos. 5:11-cv-02390 & 5:12-cv-0400
<b><i>Johnson v. Community Bank, N.A., et al. (Overdraft Fees)</i></b>	M.D. Pa., No. 3:12-cv-01405
<b><i>National Trucking Financial Reclamation Services, LLC, et al. v. Pilot Corporation, et al.</i></b>	E.D. Ark., No. 4:13-cv-00250
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<b>Yarger v. ING Bank</b>	D. Del., No. 11-154-LPS
<b>Glube, et al. v. Pella Corporation, et al. (Building Products)</b>	Ont. Super. Ct., No. CV-11-4322294-00CP
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<b>Williams v. SIF Consultants of Louisiana, Inc., et al.</b>	27th Jud. D. Ct. La., No. 09-C-5244-C
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<b>Blahut v. Harris, N.A., as part of In re: Checking Account Overdraft</b>	S.D. Fla., MDL No. 2036
<b>In re: Zurn Pex Plumbing Products Liability Litigation</b>	D. Minn., MDL No. 1958, No. 08-md-1958
<b>Saltzman v. Pella Corporation (Building Products)</b>	N.D. Ill., No. 06-cv-4481
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<b>RBS v. Citizens Financial Group, Inc., as part of In re: Checking Account Overdraft</b>	S.D. Fla., MDL No. 2036
<b>Gessele, et al. v. Jack in the Box, Inc.</b>	D. Ore., No. 3:10-cv-960
<b>Vodanovich v. Boh Brothers Construction (Hurricane Katrina Levee Breaches)</b>	E.D. La., No. 05-cv-4191
<b>In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Medical Benefits Settlement)</b>	E.D. La., MDL No. 2179
<b>In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Economic &amp; Property Damages Settlement)</b>	E.D. La., MDL No. 2179
<b>Marolda v. Symantec Corporation (Software Upgrades)</b>	N.D. Cal., No. 3:08-cv-05701
<b>Opelousas General Hospital Authority v. FairPay Solutions</b>	27th Jud. D. Ct. La., No. 12-C-1599-C
<b>Fontaine v. Attorney General of Canada (Stirland Lake and Cristal Lake Residential Schools)</b>	Ont. Super. Ct., No. 00-CV-192059 CP
<b>Nelson v. Rabobank, N.A. (Overdraft Fees)</b>	Sup. Ct. Cal., No. RIC 1101391
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<b><i>Wolfgeher v. Commerce Bank, as part of In re: Checking Account Overdraft</i></b>	S.D. Fla., MDL No. 2036
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<b><i>Lawson v. BancorpSouth (Overdraft Fees)</i></b>	W.D. Ark., No. 1:12cv1016
<b><i>LaCour v. Whitney Bank (Overdraft Fees)</i></b>	M.D. Fla., No. 8:11cv1896
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<b><i>Gwiazdowski v. County of Chester (Prisoner Strip Search)</i></b>	E.D. Pa., No. 2:08cv4463
<b><i>Williams v. Hammerman &amp; Gainer, Inc. (SIF Consultants)</i></b>	27th Jud. D. Ct. La., No. 11-C-3187-B
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<b><i>Williams v. Hammerman &amp; Gainer, Inc. (Hammerman)</i></b>	27th Jud. D. Ct. La., No. 11-C-3187-B
<b><i>Gunderson v. F.A. Richard &amp; Assocs., Inc. (First Health)</i></b>	14th Jud. D. Ct. La., No. 2004-002417
<b><i>Delandro v. County of Allegheny (Prisoner Strip Search)</i></b>	W.D. Pa., No. 2:06-cv-00927
<b><i>Mathena v. Webster Bank, N.A., as part of In re: Checking Account Overdraft</i></b>	D. Conn, No. 3:10-cv-01448, as part of S.D. Fla., MDL No. 2036
<b><i>Vereen v. Lowe's Home Centers (Defective Drywall)</i></b>	Ga. Super. Ct., No. SU10-CV-2267B
<b><i>Trombley v. National City Bank, as part of In re: Checking Account Overdraft</i></b>	D.D.C., No. 1:10-CV-00232, as part of S.D. Fla., MDL No. 2036
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<b><i>Holk v. Snapple Beverage Corporation</i></b>	D.N.J., No. 3:07-CV-03018
<b><i>Weiner v. Snapple Beverage Corporation</i></b>	S.D.N.Y., No. 07-CV-08742
<b><i>Gunderson v. F.A. Richard &amp; Assocs., Inc. (Cambridge)</i></b>	14th Jud. D. Ct. La., No. 2004-002417
<b><i>Miller v. Basic Research, LLC (Weight-loss Supplement)</i></b>	D. Utah, No. 2:07-cv-00871
<b><i>In re: Countrywide Customer Data Breach Litigation</i></b>	W.D. Ky., MDL No. 1998
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<b><i>Little v. Kia Motors America, Inc. (Braking Systems)</i></b>	N.J. Super. Ct., No. UNN-L-0800-01
<b><i>Opelousas Trust Authority v. Summit Consulting</i></b>	27th Jud. D. Ct. La., No. 07-C-3737-B

<b><i>Steele v. Pergo (Flooring Products)</i></b>	D. Ore., No. 07-CV-01493
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<b><i>In re: Department of Veterans Affairs (VA) Data Theft Litigation</i></b>	D.D.C., MDL No. 1796
<b><i>In re: Katrina Canal Breaches Consolidated Litigation</i></b>	E.D. La., No. 05-4182

Hilsoft-cv-145

# **EXHIBIT 5**

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

## If you purchased Schiff Move Free® Advanced glucosamine supplements, you may be entitled to cash payment from a class action settlement.

SI DESEA RECIBIR ESTA NOTIFICACIÓN EN ESPAÑOL, LLÁMENOS O VISITE NUESTRA PÁGINA WEB  
*A federal court has authorized this Notice. This is not a solicitation from a lawyer.*

- A \$50 million Settlement has been reached in a class action lawsuit to resolve a lawsuit against Reckitt Benckiser LLC, relating to Schiff Move Free® Advanced glucosamine supplements, that alleges Move Free Advanced is misleadingly labelled and marketed. Defendant denies these allegations and asserts that its labelling and marketing is truthful and supported by science but has settled this case to avoid further litigation and distraction of resources from its business.
- The Settlement offers an estimated cash award of \$22 per bottle purchased. No proof of purchase is required for claims of up to 3 bottles. You may be entitled to these Settlement benefits if you purchased Move Free Advanced glucosamine supplements between May 28, 2015 to [DATE], 2021 (purchased for purposes other than resale).
- Your legal rights are affected whether or not you act. *Please read this notice carefully.*

YOUR RIGHTS AND CHOICES		DEADLINE
<b>SUBMIT A CLAIM FORM</b>	The only way to get a Cash Payment is to submit a Claim Form.	<b>Submit a Claim Form by: Month DD, 2021</b>
<b>EXCLUDE YOURSELF</b>	Get no Cash Payment, but keep any right to file your own lawsuit against Defendant about the legal claims in this case.	<b>Submit an Exclusion: Month, DD, 2021</b>
<b>OBJECT</b>	Tell the Court why you don't like the Settlement. You will still be bound by the Settlement if the Court approves it and you may still file a Claim Form for a Cash Payment.	<b>Deadline to file an Objection: Month DD, 2021</b>
<b>ATTEND A HEARING</b>	Ask to speak to the Court about the fairness of the Settlement.	<b>Deadline to file a Notice of Appearance: Month DD, 2021</b>
<b>DO NOTHING</b>	Get no Cash Payment. Give up legal rights.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Awards will be sent if the Court approves the Settlement and after appeals are resolved. Please be patient.

**QUESTIONS? CALL 1-800-000-0000, OR VISIT [WWW.MOVEFREEADVANCEDSETTLEMENT.COM](http://WWW.MOVEFREEADVANCEDSETTLEMENT.COM)**

**WHAT THIS NOTICE CONTAINS**

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- 3. Why is the lawsuit a class action?
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## BASIC INFORMATION

### 1. Why should I read this Notice?

If you purchased Move Free Advanced in the United States between May 28, 2015 and [Preliminary Approval Order Date], 2021, other than solely for purposes of resale, you are a member of a Settlement Class.

This Notice explains the class action lawsuit, the proposed Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get the benefits.

The Court in charge of this case is the United States District Court for the Northern District of California. The lawsuit is known as *Yamagata v. Reckitt Benckiser LLC*, Case No. 3:17-cv-03529-VC. You may obtain additional updates on the status of the case by contacting Class Counsel (listed in Question 11 below), going to [www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com) or [www.BHOLaw.com](http://www.BHOLaw.com) or viewing case information through the Court's system at [www.Pacer.gov](http://www.Pacer.gov).

### 2. What is this lawsuit about?

This lawsuit is about whether Defendant engaged in deceptive or unfair conduct in violation of consumer protection laws by advertising Move Free Advanced as providing joint health benefits that it does not actually provide. Defendant denies that it did anything wrong and says that its claims about Move Free Advanced are true and supported by scientific evidence. The Court has not decided who is right.

### 3. Why is the lawsuit a class action?

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The people who sue – and all the Class Members like them – are called the "Plaintiffs." The company the Plaintiffs sued (in this case Reckitt Benckiser LLC) is called the "Defendant." One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class. U.S. District Judge Vince Chhabria is in charge of this class action.

### 4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will get compensation. The Class Representatives and their attorneys believe the Settlement is best for the Settlement Class and its members.

## WHO IS IN THE SETTLEMENT?

To see if you are eligible for benefits, you first have to determine if you are a Class Member.

### 5. Am I part of the Settlement?

You are a Class Member if you purchased between May 28, 2015 and MONTH, DAY, 2021, within the United States and its territories, Move Free Advanced, Move Free Advanced Plus MSM, or Move Free Advanced Plus MSM & Vitamin D (collectively "Move Free Advanced"), other than solely for purposes of resale.

Excluded from the Settlement are: (i) jurists and mediators who are or have presided over the lawsuit, Plaintiffs' Counsel and Defendant's Counsel, their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family; (ii) any government entity; (iii) Reckitt Benckiser

**QUESTIONS? CALL 1-800-000-0000, OR VISIT [WWW.MOVEFREEADVANCEDSETTLEMENT.COM](http://WWW.MOVEFREEADVANCEDSETTLEMENT.COM)**

and any entity in which Reckitt Benckiser has a controlling interest, any of its subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns, or any members of their immediate family; and (iv) any persons who timely opt-out of the Settlement Class.

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 6. What does the Settlement provide?

The \$50 million Settlement Fund will provide Cash Payments to Class Members who submit valid claims. Class notice and claim administration expenses, Plaintiffs' Counsel's attorneys' fees and expenses and any service awards to the Class Representatives (discussed below) will also be paid out of the Settlement Fund, if approved by the Court. The settlement distribution process will be administered by an independent Settlement Administrator approved by the Court.

### 7. What can I get from the Settlement?

If you request an award for **3 bottles of Move Free Advanced or less**, no proof of purchase is necessary.

If you request an award for **more than 3 bottles of Move Free Advanced**, you must provide proof of purchase for each of those units purchased between May 28, 2015 and Month, Day, 2021.

**Cash Payment:** The estimated cash award is **\$22** per bottle purchased. This award is based on the \$22 average retail price of Move Free Advanced. These cash award amounts may be increased or decreased depending on the total collective value of the claims made by Class Members and other factors specified in the Settlement Agreement and in this Notice.

Any money remaining in the Settlement Fund after payment of settlement notice and administration, attorneys' fees and costs (Question 12 below), and Class Representative service awards (Question 12 below) ordered by the Court, and valid Class Member claims, will be paid pursuant to the *cy pres* doctrine to the Orthopaedic Research Society.

## HOW TO GET BENEFITS FROM THE SETTLEMENT

### 8. How can I get my Cash Payment?

If you are a Class Member, you must fill out and submit a Claim Form to qualify for a cash payment. You can easily file your Claim at [www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com). You can also download a paper Claim Form from the website or get one by calling the Settlement Administrator at 1-800-000-0000. The completed Claim Form must be submitted online by **Month DD, 2021**, or by mail at the address below, **postmarked** by **Month, Day, 2021**.

Move Free Advanced Settlement Administrator  
P.O. Box xxxx  
Portland, OR 97208-xxxx

Upon receiving a completed claim form, the Settlement Administrator will review the documentation and confirm or deny your eligibility for an award.

### 9. When will I receive my Cash Payment?

The Court will hold a hearing on [date] at [time] (which is subject to change), to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals. The appeal process can take time, perhaps more than a year. You will not receive your Cash Payment until any appeals are resolved. Please be patient.

**QUESTIONS? CALL 1-800-000-0000, OR VISIT [WWW.MOVEFREEADVANCEDSETTLEMENT.COM](http://WWW.MOVEFREEADVANCEDSETTLEMENT.COM)**

**10. What am I giving up to receive these Settlement benefits?**

Unless you exclude yourself (“opt out”) from the Settlement Class by timely submitting an Exclusion Request (see Questions 13-14 below), you will remain in the Settlement Class. By remaining in the Settlement Class you “release” and can’t sue, continue to sue, or be part of any other lawsuit against Reckitt Benckiser about the “Released Claims” in this case. These Released Claims are only those claims that you could have brought based on the identical factual predicate of those claims brought in this case about the alleged misleading marketing and labeling of Move Free Advanced sold between May 28, 2015 and MONTH, DAY, 2021.

The Settlement Agreement at Section VIII (titled “Releases”) describes these “Released Claims” and the “Released Parties” in necessary legal terminology, so read these sections carefully. For ease of reference, the full release section of the Settlement Agreement is attached to this Notice as Appendix A. The Settlement Agreement is available at [www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com) or in the public court records on file in this lawsuit. For questions regarding the Releases or what they mean, you can also talk to one of the lawyers listed in Question 11 below for free, or you can, talk to your own lawyer at your own expense.

**THE LAWYERS REPRESENTING YOU**

**11. Do I have lawyers in this case?**

The Court has appointed attorneys from the law firm Blood Hurst & O’Reardon, LLP, of San Diego, CA, to represent you and the other Class Members. The lawyers are called Class Counsel. They are experienced in handling similar class action cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

You may contact Class Counsel if you have any questions about this Notice or the Settlement. ***Please do not contact the Court.***

**Class Counsel:**  
Timothy G. Blood  
Thomas J. O’Reardon II  
Blood Hurst & O’Reardon, LLP  
501 W. Broadway, Suite 1490  
San Diego, CA 92101  
Tel: 619-338-1100  
Email: info@bholaw.com  
Website: www.bholaw.com

**12. How will the lawyers be paid?**

To exclude yourself

Class Counsel will ask the Court for an award of attorneys’ fees up to 25% of the Settlement Fund (\$12,500,000) and for reimbursement of expenses of up to \$750,000. Any award of attorneys’ fees and costs will be paid from the Settlement Fund. Class Counsel will also ask the Court for service awards to each of the Class Representatives: up to \$7,500 for Gordon Noburo Yamagata, Stamatias F. Pelardis and Maureen Carrigan, and up to \$500 to Lori Coletti, Ann-Marie Maher, Carol Marshall, Deborah A. Rawls, Oneita Steele, and Maxine Tishman. The purpose of the service awards is to compensate the Plaintiffs for their time, efforts and risks taken on behalf of the Settlement Class. Any award of payment to the Class Representatives will be paid from the Settlement Fund.

**QUESTIONS? CALL 1-800-000-0000, OR VISIT [WWW.MOVEFREEADVANCEDSETTLEMENT.COM](http://WWW.MOVEFREEADVANCEDSETTLEMENT.COM)**

## YOUR RIGHTS – EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a Cash Payment, but want to keep the right to sue or continue to sue Reckitt Benckiser, on your own, about the legal issues in this case, then you must take steps to exclude yourself from the Settlement (get out of the Settlement). This is called “excluding yourself”—or is sometimes referred to as “opting out” of the settlement class.

### 13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a “Request for Exclusion” in the form of a letter or Request for Exclusion form stating that you want to be excluded from *Yamagata v. Reckitt Benckiser, LLC*, Case No. 3:17-cv-03529-VC. Be sure to include your name, address, telephone number, and basis upon which you are a Class Member. You must mail your Request for Exclusion **postmarked** by [Month Day], 2021 to: Move Free Advanced Settlement Administrator, P.O. Box xxxx, Portland, OR 97208-xxxx. Request for Exclusion forms can be obtained and submitted online at [www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com).

If you do not follow these procedures and deadlines, you will remain a Class Member and lose any opportunity to exclude yourself from the Settlement. This means that your rights will be determined in this lawsuit by the Settlement Agreement if it receives final approval from the Court.

### 14. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you cannot receive Cash Payments. But, you may sue, continue to sue, or be part of a different lawsuit against Reckitt Benckiser about the legal issues in this case.

## YOUR RIGHTS – OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

### 15. How do I tell the Court that I don't like the Settlement?

If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. Note: You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement awards will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

To object, you must send a letter. Be sure to include the following information:

- a. The case name and number (*Yamagata v. Reckitt Benckiser, LLC*, Case Number 3:17-cv-03529-VC);
- b. Your name, address, telephone number and, if represented by counsel, the name, address, and telephone number of your counsel;
- c. A statement under oath that you are a Class Member;
- d. A statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel;
- e. A statement of all your objections and the specific grounds supporting your objections;
- f. A statement whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- g. Copies of any papers, briefs, or other documents upon which your objection is based; and

QUESTIONS? CALL 1-800-000-0000, OR VISIT [WWW.MOVEFREEADVANCEDSETTLEMENT.COM](http://WWW.MOVEFREEADVANCEDSETTLEMENT.COM)

- h. Your handwritten, dated signature (the signature of your counsel, an electronic signature, and the annotation “/s” or similar annotation will not suffice).

Your objection must be submitted to the Court either by mailing (or by filing it at any location of the United States District Court for the Northern District of California) and served on Class Counsel and Defendant’s Counsel received no later than **Month DD, 2021**, to the following addresses:

<p><b><u>Court:</u></b>                  Class Action Clerk                  United States District Court,                  Northern District of California                  450 Golden Gate Avenue                  San Francisco, CA 94201-3489</p>	<p><b><u>Class Counsel:</u></b>                  Timothy G. Blood                  Thomas J. O’Reardon II                  Blood Hurst &amp; O’Reardon, LLP                  501 W. Broadway, Suite 1490                  San Diego, CA 92101</p>	<p><b><u>Defense Counsel:</u></b>                  David T. Biderman                  Jasmine W. Wetherell                  Perkins Coie LLP                  1888 Century Park East, Suite 1700                  Los Angeles CA 90067</p>
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If you timely file an objection it will be considered by the Court at the Final Approval Hearing. You do not need to attend the Final Approval Hearing for the Court to consider your objection.

The Court will require substantial compliance with these requirements above. If you do not submit a written objection in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the Final Approval Hearing. However, the Court may excuse your failure to file a written objection upon a showing of good cause, which, if granted, would permit you to still appear at the Final Approval Hearing and object to the Settlement.

**16. What’s the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because you are no longer part of the case.

**YOUR RIGHTS – APPEARING AT THE FINAL APPROVAL HEARING**

The Court will hold a “Final Approval Hearing” to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don’t have to.

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

The Court will hold a Final Approval Hearing at [0:00 AM/PM] on [Month Day], 2021, at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, in Courtroom 4 – 17th Floor.

At the hearing, the Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys’ fees and expenses. If there are objections, the Court will consider them. You do not need to attend this hearing. You also do not need to attend to have a comment or objection considered by the Court. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any change will be posted at [www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com). You should check this website or the Court’s PACER website to confirm that the date and/or time have not changed.

**18. Do I have to attend the Final Approval Hearing?**

**QUESTIONS? CALL 1-800-000-0000, OR VISIT [WWW.MOVEFREEADVANCEDSETTLEMENT.COM](http://WWW.MOVEFREEADVANCEDSETTLEMENT.COM)**

No. Class Counsel will answer all questions Judge Chhabria may have. But, you are welcome to attend the hearing at your own expense. If you submit an objection, you do not have to attend the hearing to talk about your objection. As long as you filed your written objection by the deadline, the Judge will consider it. You may also pay your own lawyer to attend, but it is not necessary.

### 19. May I speak at the Final Approval Hearing?

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you in this lawsuit, you must send a letter saying that it is your “Notice of Intention to Appear in *Yamagata v. Reckitt Benckiser, LLC*.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked by **Month 00, 2021**, and be sent to the Clerk of Court at the address listed in Question 15.

If you want to speak at the Final Approval Hearing without having followed these procedures, you may do so if you demonstrate good cause to the Court.

## YOUR RIGHTS – DO NOTHING

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

If you do nothing, you’ll be part of the Settlement Class, but get no Cash Payment from the Settlement. Unless you exclude yourself, you will not be permitted to continue to assert Released Claims in any other lawsuit against Reckitt Benckiser about the legal issues in this case, ever again.

## GETTING MORE INFORMATION

### 21. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com), or by contacting Class Counsel by email or telephone at the address or number listed in response to Question 11 above.

### 22. How do I get more information?

You can call toll-free 1-xxx-xxx-xxxx, write to Move Free Advanced Settlement, P.O. Box xxxx, Portland, OR 97208-xxxx; or go to [www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com), where you will find answers to common questions about the Settlement, a Claim Form, motions for approval of the Settlement and Class Counsel’s request for attorneys’ fees and expenses, and other important documents in the case.

You can also access information about this case through the Court’s Public Access to Court Electronic Records (PACER) system. To learn about PACER and register for a PACER account, go to <https://www.Pacer.gov/>. Once you have a PACER account, you can access and retrieve documents from the Court’s docket for the Action at <https://ecf.cand.uscourts.gov/cgi-bin/login.pl>. You can also access and retrieve documents from the Court’s docket by visiting the Clerk’s Office located at United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**QUESTIONS? CALL 1-800-000-0000, OR VISIT [WWW.MOVEFREEADVANCEDSETTLEMENT.COM](http://WWW.MOVEFREEADVANCEDSETTLEMENT.COM)**

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE TO  
INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS**

Appendix A – Release

# **EXHIBIT 6**



## **Legal Notice**

# **If you purchased Schiff Move Free® Advanced glucosamine supplements, you may be entitled to cash payments from a class action settlement.**

You are receiving this email because [insert specific retailer's] records indicate you purchased **Schiff Move Free® Advanced, Move Free® Advanced Plus MSM, or Move Free® Advanced Plus MSM & Vitamin D** from **May 28, 2015** to **[MONTH, DAY, 2021]**. If so, you may be a "Class Member" and entitled to receive a cash payment from a class action settlement. In *Yamagata v. Reckitt Benckiser, LLC*, Case No. 3:17-cv-03529-VC (N.D. Cal.), the court preliminarily approved the Settlement of a class action lawsuit involving claims that these Schiff Move Free® Advanced supplements were falsely advertised. The defendant in the lawsuit denies these claims.

This email is being sent to you as required by the Court. To determine if you are a Class Member, view the Detailed Notice and the Settlement Agreement at **www.MoveFreeAdvancedSettlement.com** or call toll-free 1-XXX-XXX-XXXX.

**What can I get?** There is a \$50 million Settlement Fund. For each bottle purchased (for purposes other than resale), Class Members may receive a cash payment of **\$22**. No proof of purchase is required for claims of up to three units (for a total of **\$66** in cash). These award amounts may increase or decrease depending on the number of claims made and other factors explained in the Settlement Agreement.

**How do I get a cash payment?** You must submit a Claim Form to receive a cash payment. Claim Forms can be submitted online at **www.MoveFreeAdvancedSettlement.com** or by mail. The deadline to submit a Claim Form is **MONTH, DAY, 2021**.

**What are my other options?** If you don't want any benefits or to be legally bound by the Settlement, you must submit an Exclusion Request postmarked or submitted online at **www.MoveFreeAdvancedSettlement.com** by **MONTH DAY, 2021**. You may also write to the Court if you wish to object to the Settlement by **MONTH, DAY, 2021**. If you exclude yourself, then you cannot receive any benefits, but you do not release any potential rights to sue Reckitt Benckiser LLC relating to the legal claims in the lawsuit.

The Court will hold a hearing on **MONTH, DAY, 2021** at **TIME**. At that hearing, the Court will consider whether to approve this Settlement and whether to approve requested attorneys' fees of 25% of the Settlement Fund plus reimbursement of costs and requested Class Representative awards of \$500 and \$7,500. You may appear at the hearing, but you don't have to. The Court has appointed attorneys from the law firm Blood Hurst & O'Reardon, LLP to represent the Class ("Class Counsel"). You will not be charged for these lawyers. If you want your own lawyer, you may hire one at your expense.

If you have any questions, please visit **www.MoveFreeAdvancedSettlement.com** or call 1-xxx-xxx-xxxx. Please do not respond to this email directly.

# **EXHIBIT 7**

Subject: Notice Regarding Class Action Settlement

Amazon is emailing you because our records indicate that you may have purchased **Schiff Move Free® Advanced, Move Free® Advanced Plus MSM, or Move Free® Advanced Plus MSM & Vitamin D** from **May 28, 2015** to **[MONTH, DAY, 2021]**. If so, you may be entitled to receive a cash payment from a \$50 million class action settlement. In *Yamagata v. Reckitt Benckiser, LLC*, Case No. 3:17-cv-03529-VC (N.D. Cal.), a federal court in California preliminarily approved the settlement of a class action lawsuit involving claims that these Schiff Move Free® Advanced supplements were falsely advertised. The defendant in the lawsuit denies these claims.

Amazon is sending this email on behalf of the parties to the lawsuit, and as required by the Court. But because we are not involved in the lawsuit, we cannot assist you directly. To determine whether you are a member of the class, obtain a copy of the Settlement Agreement, view the full notice approved by the Court, and file a claim, please go to **www.MoveFreeAdvancedSettlement.com** or call the Settlement Administrator at **[PHONE]**. You must submit a valid claim to receive a cash payment. The estimated cash award is \$22 per bottle purchased. No proof of purchase is required for claims of up to 3 bottles. The full notice also provides details on how to opt out or object to the settlement. Claims and opt outs must be submitted by **[DATE]**. Objections must be received by the Court by **[DATE]**. The Court will hold a hearing on **MONTH, DAY, 2021** at **TIME** to consider whether to approve this Settlement and requested Plaintiffs' attorneys' fees of 25% of the Settlement amount and reimbursement of costs, among other matters. You may appear at the hearing, but you don't have to.

If you have any questions about the settlement, please visit [www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com) or contact Plaintiffs' attorneys Timothy G. Blood and Thomas J. O'Reardon II of Blood Hurst & O'Reardon, LLP. Telephone: 619-338-1100; Email: [info@bholaw.com](mailto:info@bholaw.com). Please do not respond to this email directly.

# **EXHIBIT 8**

Schiff Move Free® Advanced Settlement Administrator  
P.O. Box 0000  
City, State, 00000-0000

Court-Ordered Legal Notice

**If you purchased Schiff Move Free®  
Advanced glucosamine supplements you  
may be entitled to cash payments from a  
class action settlement.**


SI DESEA RECIBIR ESTA NOTIFICACIÓN EN ESPAÑOL, LLÁMENOS O  
VISITE NUESTRA PÁGINA WEB

*A federal court has authorized this Notice. This is not a solicitation  
from a lawyer.*

**To receive cash payment you must return a  
claim form by  
Month, Day, 2021.**

**[www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com)**

**1-xxx-xxx-xxxx**

Forwarding Service Requested  


Postal Service: Please do not mark barcode  
Claim No.:

[CLASS MEMBER INFO]

You are receiving this because [retailer’s] records indicate you purchased **Schiff Move Free® Advanced, Move Free® Advanced Plus MSM, or Move Free® Advanced Plus MSM & Vitamin D** from **May 28, 2015** to **[MONTH, DAY, 2021]**. If so, you may be a “Class Member” and entitled to receive a cash payment from a class action settlement. In *Yamagata v. Reckitt Benckiser, LLC*, Case No. 3:17-cv-03529-VC (N.D. Cal.), the court preliminarily approved the Settlement of a class action lawsuit involving claims that these Schiff Move Free® Advanced supplements were falsely advertised. The defendant in the lawsuit denies these claims.

This is being sent to you as required by the Court. To determine if you are a Class Member, view the Detailed Notice and the Settlement Agreement at [www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com) or call toll-free 1-XXX-XXX-XXXX.

**What can I get?** There is a \$50 million Settlement Fund. For each bottle purchased (for purposes other than resale), Class Members may receive a cash payment of **\$22**. No proof of purchase is required for claims of up to three units (for a total of **\$66** in cash). These award amounts may increase or decrease depending on the number of claims made and other factors explained in the Settlement Agreement.

**How do I get a cash payment?** You must submit a Claim Form to receive a cash payment. Claim Forms can be submitted online at [www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com) or by mail. The deadline to submit a Claim Form is **MONTH, DAY, 2021**.

**What are my other options?** If you don’t want any benefits or to be legally bound by the Settlement, you must submit an Exclusion Request postmarked or submitted online at [www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com) by **MONTH DAY, 2021**. You may also write to the Court if you wish to object to the Settlement by **MONTH, DAY, 2021**. If you exclude yourself, then you cannot receive any benefits, but you do not release any potential rights to sue Reckitt Benckiser LLC relating to the legal claims in the lawsuit.

The Court will hold a hearing on **MONTH, DAY, 2021** at **TIME**. At that hearing, the Court will consider whether to approve this Settlement and whether to approve requested attorneys’ fees of 25% of the Settlement Fund plus reimbursement of costs and requested Class Representative awards of \$500 and \$7,500. You may appear at the hearing, but you don’t have to. The Court has appointed attorneys from the law firm Blood Hurst & O’Reardon, LLP to represent the Class (“Class Counsel”). You will not be charged for these lawyers. If you want your own lawyer, you may hire one at your expense.

If you have any questions, please visit [www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com) or call 1-xxx-xxx-xxxx.

# **EXHIBIT 9**

# Move Free Digital Media Ads

## Newsfeed and Right-Hand Column Banners shown on Facebook –

### Newsfeed (Static Ad)

The ad is a sponsored post from Epiq. It features three boxes of Move Free Advanced Joint Health supplements. The text reads: "Purchasers of Schiff Move Free® Advanced glucosamine supplements may be entitled to cash." Below the product images is a link to "WWW.MOVEFREEADVANCEDSET... Class Action Settlement" and a "LEARN MORE" button. At the bottom are icons for Like, Comment, and Share.

### Right Hand Column (Static Ad)

The ad shows three boxes of Move Free Advanced Joint Health supplements. To the right of the boxes is the text: "Move Free Class Action Settlement www.movefreeadvancedsettlement.com".

## Newsfeed Banner shown on Instagram –

### Newsfeed (Static Ad)

The ad is a sponsored post from Epiq on Instagram. It features three boxes of Move Free Advanced Joint Health supplements. The text reads: "Purchasers of Schiff Move Free® Advanced glucosamine supplements may be entitled to cash." Below the product images is a "Learn More" link with a right-pointing arrow. At the bottom are icons for heart, comment, share, and bookmark.

**300x250 Online Display Banners shown on the *Google Display Network* –**

Frame 1: Visible for 8 seconds.

**If you purchased Schiff Move Free® Advanced glucosamine supplements, you may be entitled to cash from a class action settlement.**



The image shows three boxes of Schiff Move Free Advanced glucosamine supplements. Each box is red and white with a blue silhouette of a person walking. The text on the boxes includes 'Schiff Move Free JOINT HEALTH', 'Advanced', '5 SUPPORTS YEARS OF JOINT HEALTH', and '80 TABLETS'. The price per box is listed as \$29.99.

Frame 2: Visible for 4 seconds.

**Visit [www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com) to learn more.**



The image shows three boxes of Schiff Move Free Advanced glucosamine supplements, identical to the ones in Frame 1. Each box is red and white with a blue silhouette of a person walking. The text on the boxes includes 'Schiff Move Free JOINT HEALTH', 'Advanced', '5 SUPPORTS YEARS OF JOINT HEALTH', and '80 TABLETS'. The price per box is listed as \$29.99.



# **EXHIBIT 10**

# Schiff Move Free Advanced Class Action Settlement

Home FAQs Documents **Submit a Claim** Contact Us

## Submit a Claim - Claim Instructions

For each bottle of Schiff Move Free® Advanced purchased during the period from May 28, 2015 and <preliminary approval date>, Class Members may receive a cash payment of \$22.

To participate in the Settlement a completed claim must be submitted no later than \_\_.

The awards may be increased to up to \$66 (or more) per bottle purchased or down depending on the number of claims made and other factors explained in the Settlement Agreement.

If you request an award of **up to three (3)** bottles purchased, no proof of purchase is necessary.

For an award of **more than three (3)** bottles purchased, you must provide proof of purchase.

### How to File Online:

A complete Claim Form may be submitted electronically in one of two ways, by either using your Unique ID and PIN to login to a personalized form or by starting a blank claim form.

After clicking the button below, you will be asked to provide or confirm your contact information and information about the purchases you wish to include with your claim.

**File using your Unique ID:** To start your Claim please login with the Unique ID and PIN found on the notice you received by email or postcard. \*

Unique ID \*

PIN \*

[Where can I find my Login Information?](#)

**File without a Unique ID:** Click the 'Start a New Claim' button below if you do not recall receiving an email or postcard but you would like to file a claim for your purchases.

Please read the Claim Form carefully and provide all the information required. Claim Forms that are substantially illegible, not properly signed, or otherwise incomplete will be rejected.

Remember: All Claim Forms must be submitted online or postmarked no later than \_\_\_\_.

[Contact](#) [Privacy Policy](#) [Terms of Use](#)

Questions? Contact the Settlement Administrator at 1-800-555-5555 (Toll-Free)

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# Schiff Move Free Advanced Class Action Settlement

Home [FAQs](#) [Documents](#) [Submit a Claim](#) [Contact Us](#)

### Class Member Information:

Screen appearance if user logs in with Unique ID and PIN

Joe Smith *pre-populated, non-editable*

Update Address *Address fields are only editable if user selects 'Update Address'*

Country \*

United States

Address 1 \*

123 Main St

Address 2

City \*

State \*

Zip \*

City

State

Zip

Cell Phone Number \*

111-111-1111

Email Address \*

test@test.com

### Class Member Information:

Screen appearance if user chooses 'Start New Claim'

First Name \*

MI

Last Name \*

Country \*

United States

Address 1 \*

Address 2

City \*

State \*

Zip \*

Cell Phone Number \*

Email Address \*

### Purchase Information:

Between May 28, 2015 and <preliminary approval date> how many Schiff Move Free® Advanced, Schiff Move Free® Advanced Plus MSM, or Move Free Advanced® Plus MSM & Vitamin D bottles did you purchase? \*

Below is an example of the Schiff Move Free® Advanced packaging:



Previous

Next

[Contact](#) [Privacy Policy](#) [Terms of Use](#)

Questional Contact the Settlement Administrator at 1-800-555-5555 (Toll-Free)

# Schiff Move Free Advanced Class Action Settlement

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*\* Documentation and upload functionality will not be visible if user enters 3 or less bottles purchased*


### Supporting Documentation:

All claims for more than three (3) bottles purchased must include proof of purchase documentation. Proof of purchase means receipts or other evidence establishing that you purchased Schiff Move Free® Advanced in the United States between May 28, 2015 to <preliminary approval date>. Please upload your supporting documentation below.

Each file must be less than 20 MB and in one of the following formats: .jpg, .jpeg, .png, .gif, .tif, .tiff, .doc, .docx, .xls, .xlsx, .pdf, .txt, .rtf, .zip

[Browse Files](#)

Uploaded Files

	Uploaded File Name	Inserted
	JoeSmith- receipts.doc	xx/xx/21

### Payment Election:

Please select an option below to indicate if you would like to receive your cash payment by check via mail or by digital payment. If you select digital payment, please ensure you provided a current, valid email address and mobile phone number with your claim submission. If the email address or mobile phone number becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a payment. When you receive the email or mobile phone text notifying you of your cash payment, you will be provided with digital payment options such as a digital MasterCard, Venmo, Amazon, or eCheck, to immediately receive your settlement payment. You will also at that time have the option to request a paper check instead of a digital payment.

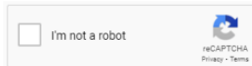
**\*\* Please note: Paper checks will expire ninety (90) days from the date on the check. You will not be reissued a check once the 90-day period expires.**

Please indicate your preference below: \*

- I would like to receive a check via mail
- I would like to receive a digital payment

### Certification:

By checking this box, I affirm that the information provided in this Claim Form is true.



*\* reCAPTCHA will not be visible if user has logged in with Unique ID & PIN*

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Question? Contact the Settlement Administrator at 1-800-555-5555 (Toll-Free)

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PAYMENT ELECTION

Please select an option below to indicate if you would like to receive your cash payment by check via mail or by digital payment. If you select digital payment, please ensure you provide a current, valid email address and mobile phone number with your claim submission. If the email address or mobile phone number becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a payment. When you receive the email or mobile phone text notifying you of your cash payment, you will be provided with digital payment options such as a digital MasterCard, Venmo, Amazon, or eCheck, to immediately receive your settlement payment. You will also at that time have the option to request a paper check instead of a digital payment.

\*\*Please note: Paper checks will expire ninety (90) days from the date on the check. You will not be reissued a check once the 90-day period expires.

Please indicate your preference below (required):

- I would like to receive a check via mail
- I would like to receive a digital payment

CERTIFICATION

By signing below, I affirm that the information provided on this Claim Form and any supporting materials submitted with it are true.

Signature:

Date:

Printed Name:

If submitting your claim by mail, please return your completed Claim Form, postmarked no later than \_\_\_\_\_, 2021, to:

Schiff Move Free Advanced Settlement Administrator  
P.O. Box \_\_\_\_\_  
Portland, OR \_\_\_\_\_ - \_\_\_\_\_

You can also file your claim online at [www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com).

QUESTIONS? CALL 1 (XXX) XXX-XXXX OR VISIT [WWW.MOVEFREEADVANCEDSETTLEMENT.COM](http://WWW.MOVEFREEADVANCEDSETTLEMENT.COM)

# **EXHIBIT 11**

**REQUEST FOR EXCLUSION FORM**

*Yamagata v. Reckitt Benckiser, LLC,*  
District Court for the Northern District of California  
Case No. 3:17-cv-03529-VC

1. Full Name: \_\_\_\_\_
2. Home Address: \_\_\_\_\_
3. Telephone Number: \_\_\_\_\_
4. E-mail Address (optional): \_\_\_\_\_

I purchased Move Free Advanced, Move Free Advanced Plus MSM, or Move Free Advanced Plus MSM & Vitamin D, other than solely for purposes of resale, between May 28, 2015 and MONTH, DAY, 2021, inclusive.

I want to be excluded from the Class in *Yamagata v. Reckitt Benckiser, LLC*, Case No. 3:17-cv-03529-VC (N.D. Cal.). I understand that by excluding myself from this case I waive any and all rights that I may have to receive any settlement benefits, including, but not limited to money from this class action.

Date (mm/dd/yyyy): \_\_\_\_\_, 2021

\_\_\_\_\_  
(Please Print Your Name)

\_\_\_\_\_  
(Please Sign Your Name)

***To be excluded from the Settlement Class, complete and mail this form postmarked no later than [Response Deadline] to: Move Free Advanced Settlement Administrator, P.O. Box 0000, City, State 00000-000. You may also submit this completed form at [www.movefreadvancedsettlement.com](http://www.movefreadvancedsettlement.com).***

If you do not want to complete this form, you may send a handwritten or typed and signed letter to the Settlement Administrator requesting exclusion (opting out), containing the information identified above and mailing it to the address as set forth in the prior paragraph.



1 BLOOD HURST & O'REARDON, LLP  
TIMOTHY G. BLOOD (149343)  
2 THOMAS J. O'REARDON II (247952)  
501 West Broadway, Suite 1490  
3 San Diego, CA 92101  
Tel: 619/338-1100  
4 619/338-1101 (fax)  
tblood@bholaw.com  
5 toreardon@bholaw.com

6 Class Counsel

7 [Additional Counsel Appear on Signature Page]

8 **UNITED STATES DISTRICT COURT**

9 **NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

10 GORDON NOBORU YAMAGATA and  
STAMATIS F. PELARDIS, individually and  
11 on behalf of all others similarly situated,

12 Plaintiffs,

13 v.

14 RECKITT BENCKISER LLC,

15 Defendant.

Case No. 3:17-cv-03529-VC

**STIPULATION OF SETTLEMENT**

**CLASS ACTION**

District Judge Vince Chhabria  
Courtroom 4, 17th Floor

Complaint Filed: June 19, 2017  
Trial Date: March 22, 2021

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**TABLE OF EXHIBITS**

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<u>Document</u>	<u>Exhibit Number</u>
Preliminary Approval Order .....	1
Final Approval Order .....	2
Final Judgment .....	3
Class Notice Program.....	4
Long-form Class Notice .....	5
Email Notice.....	6
Amazon Email Notice .....	7
Postcard Notice .....	8
Internet Banner Advertisements.....	9
Claim Form .....	10
Request for Exclusion Form.....	11
<a href="#">Product List</a> .....	<a href="#">12</a>

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1 **I. RECITALS**

2 A. This Settlement Agreement is entered into by Plaintiffs on behalf of themselves and  
3 the Class Members, and Defendant Reckitt Benckiser, LLC. Capitalized terms used herein are  
4 defined in Section II of this Settlement Agreement or indicated in parentheses.

5 B. Subject to Court approval, the Parties stipulate and agree that, in consideration for  
6 the promises and covenants set forth in the Settlement Agreement and upon entry by the Court of a  
7 Final Judgment and Order Approving Settlement and the occurrence of the Effective Date, the  
8 Action shall be settled and compromised upon the terms and conditions contained herein.

9 C. WHEREAS, on June 19, 2017, plaintiffs Yamagata and Pelardis filed a class action  
10 complaint against Reckitt Benckiser in the United States District Court for the Northern District of  
11 California captioned *Yamagata v. Reckitt Benckiser, LLC*, Case No. 3:17-cv-03529-VC, on behalf  
12 of themselves and all other consumers who purchased Reckitt Benckiser Move Free Advanced  
13 products in California and New York; and

14 D. WHEREAS, on June 5, 2019, the Court granted plaintiffs' motion for class  
15 certification of consumers who purchased Move Free Advanced in California and New York  
16 between May 28, 2015 and the date dissemination of notice to the class begins; and

17 E. WHEREAS, on March 30, 2020, the Court denied Defendant's motion for summary  
18 judgment; and

19 F. WHEREAS, on October 22, 2018, a related class action was filed by plaintiff  
20 Maureen Carrigan against Reckitt Benckiser in the United States District Court for the Northern  
21 District of Illinois captioned *Carrigan v. Reckitt Benckiser, LLC*, Case No. 1:18-cv-07073, on behalf  
22 of herself and all other consumers who purchased Reckitt Benckiser's Move Free Advanced  
23 products in Illinois, and on October 27, 2020, the Northern District of Illinois granted certification  
24 of a class of consumers who purchased Move Free Advanced in Illinois between May 28, 2015 and  
25 the date notice is disseminated, and appointed Timothy G. Blood and Thomas J. O'Reardon II as  
26 class counsel;

27 G. WHEREAS, on September 22, 2020, a related class action complaint was served by  
28 undersigned Class Counsel as counsel for plaintiffs Lori Coletti, Ann-Marie Maher, Carol Marshall,

1 Deborah A. Rawls, Oneita Steele, and Maxine Tishman captioned *Coletti v. Reckitt Benckiser, LLC*  
 2 for filing in the District of Vermont, on behalf of plaintiffs and all other consumers who purchased  
 3 Reckitt Benckiser Move Free Advanced products in the United States, or in the alternative, Florida,  
 4 New Jersey, North Carolina, Texas, Washington and Vermont between May 28, 2015 and the date  
 5 notice is disseminated, which claims were tolled pursuant to agreement of the Parties; and

6 H. WHEREAS, on March 2, 2021, Plaintiffs filed a Second Amended Class Action  
 7 Complaint in the Northern District of California alleging a nationwide class and including  
 8 Yamagata, Pelardis, Carrigan, Coletti, Maher, Marshall, Rawls, Steele, and Tishman as named  
 9 plaintiffs; and

10 I. WHEREAS, the Parties have engaged in substantial litigation and discovery,  
 11 including expert discovery and were about to file pretrial motions in advance of a March 22, 2021  
 12 trial in this Court. In the course of litigation and in preparation for trial: (i) Plaintiffs' Counsel  
 13 reviewed over 303,000 pages of hard-copy and electronic documents produced by Reckitt  
 14 Benckiser; (ii) over 7,500 pages of documents obtained as the result of subpoenas Plaintiffs' Counsel  
 15 served on third party retailers of Move Free Advanced, Defendant's ingredient supplier, and  
 16 scientists and researchers who conducted studies on Move Free Advanced; (iii) Plaintiffs' Counsel  
 17 submitted 9 expert declarations in connection with class certification, summary judgment and  
 18 motions to exclude testimony, and 11 expert reports pursuant to Federal Rule of Civil Procedure 26  
 19 from seven experts on issues relating to advertising and marketing, scientific evidence on the  
 20 inefficacy of Move Free Advanced, and damages; (iv) Defendant's Counsel submitted 10 expert  
 21 reports and declarations pursuant to Federal Rule of Civil Procedure 26 from eight experts on the  
 22 above issues; (v) the Parties collectively deposed 30 witnesses (25 by Plaintiffs and 5 by Defendant);  
 23 and (vi) the Parties have engaged in extensive motion practice, including class certification and  
 24 summary judgment; and

25 J. WHEREAS, the Parties participated in seven formal and numerous informal  
 26 mediation and settlement negotiation sessions, including before the Honorable Wayne R. Anderson  
 27 (Ret.) on May 2, 2018, with the Hon. Jacqueline Corley on May 22, 2019, and with Robert A. Meyer,  
 28 Esq. on August 25, 2020, September 1, 2020, September 4, 2020, September 16, 2020, and January

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1 5, 2021. Throughout the course of mediation efforts, the Parties were simultaneously engaging in  
2 the discovery and litigation efforts described above; and

3 K. WHEREAS, Class Counsel have determined that a settlement of the Action on the  
4 terms reflected in this Settlement Agreement is fair, reasonable, adequate, and in the best interests  
5 of Plaintiffs and the Settlement Class; and

6 L. WHEREAS, Reckitt Benckiser, to avoid costs, disruption and distraction of further  
7 litigation, and without admitting the truth of any allegations made in or related to the Action, or any  
8 liability with respect thereto, has concluded that it is desirable that the claims against it be settled  
9 and dismissed on the terms in this Settlement Agreement;

10 M. NOW, THEREFORE, this Settlement Agreement is entered into by and among the  
11 Parties, by and through their respective counsel and representatives, and the Parties agree that: (1)  
12 upon the Effective Date, the Action and all Released Claims shall be fully, finally, and forever  
13 settled and compromised as between Plaintiffs and the Settlement Class on the one hand, and Reckitt  
14 Benckiser on the other hand; and (2) upon final approval of the Settlement Agreement, the Final  
15 Judgment and Order Approving Settlement, shall be entered dismissing the Action with prejudice  
16 and releasing all Released Claims against the Released Parties.

17 **II. DEFINITIONS**

18 A. As used in this Settlement Agreement and the attached exhibits the following terms  
19 shall have the meanings set forth below, unless this Settlement Agreement specifically provides  
20 otherwise:

21 1. "Action" means *Yamagata v. Reckitt Benckiser, LLC*, Case No. 3:17-cv-  
22 03529-VC (N.D. Cal.).

23 2. "Attorneys' Fees and Expenses" means such funds as may be awarded by the  
24 Court to compensate and reimburse Class Counsel and all other Plaintiffs' Counsel for work  
25 performed in this matter, as set forth in Section IX of this Settlement Agreement.

26 3. "Cash Payment" means the cash settlement awards paid to eligible Claimants  
27 as set forth in Section IV of this Settlement Agreement.

28 4. "Claim" means a request for ~~the~~ Cash Payment ~~or the Product Benefit~~ on a

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1 Claim Form submitted to the Settlement Administrator in accordance with the terms of this  
2 Settlement Agreement.

3 5. "Claimant" means a Class Member who submits a Claim.

4 6. "Claim Form" means the document to be submitted by a Claimant requesting  
5 ~~at the Cash Payment or the Product Benefit and~~ that is substantially in the form of Exhibit 10  
6 (modified as necessary only to provide full clarity to Claimants of their Cash Payment ~~or Product~~  
7 ~~Benefit options~~ and conform to the requirements of on-line submission.)

8 7. "Claim Deadline (Original)" or "Original Claim Deadline" means the date by  
9 which all Claim Forms must be postmarked or submitted online to the Settlement Administrator to  
10 be considered timely. The Original Claim Deadline shall be 10 days after the date first set by the  
11 Court for the Final Approval Hearing, unless the Parties agree to a longer period.

12 8. "Claim Deadline (Supplemental)" or "Supplemental Claim Deadline" means  
13 an additional 60 days after the Original Claim Deadline for Class Members to submit Claims in the  
14 event the Net Fund would exceed the value of the aggregate Claims after pro rata upward adjustment  
15 as described in Section IV.4 below.

16 9. "Class Counsel" means Timothy G. Blood and Thomas J. O'Reardon II of  
17 Blood Hurst & O'Reardon, LLP.

18 10. "Class Member" means a member of the Settlement Class.

19 11. "Class Member Household" means all persons who share a single physical  
20 address. For all persons who are a legal entity, such as a corporation, partnership, business  
21 organization or association, or any other type of legal entity, there can be only one physical address  
22 for purposes of this settlement even if the entity has multiple offices or locations.

23 12. "Class Notice" means, collectively, the Long-form Class Notice, Email  
24 Notice, Amazon Email Notice, Postcard Notice, and Internet Banner Advertisements substantially  
25 in the forms of Exhibits 5, 6, 7, 8, and 9, and as discussed in Section VI of this Settlement  
26 Agreement.

27 13. "Class Notice Program" means the dissemination of Class Notice as  
28 described in Section IV.C below and as described in Exhibit 4.

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1           14.     “Class Period” means May 28, 2015, to the date the Preliminary Approval  
2 Order is entered.

3           15.     “Class Representatives” or “Plaintiffs” means Gordon Noboru Yamagata,  
4 Stamatis F. Pelardis, Maureen Carrigan, Lori Coletti, Ann-Marie Maher, Carol Marshall, Deborah  
5 A. Rawls, Oneita Steele, and Maxine Tishman.

6           16.     “Common Fund” means the sum of fifty million dollars (\$50,000,000) ~~to be in~~  
7 ~~Cash Payment and Product Benefit~~ distributed in the following order: to compensate Plaintiffs’  
8 Counsel their fees and expenses, as awarded by the Court; to pay Class Representative service  
9 awards, as awarded by the Court; to pay the Settlement Administrator for notice and settlement  
10 administration costs; to provide the Cash Payment ~~and Product Benefit~~ to Class Members; and to  
11 the Cy Pres Recipient.

12           17.     “Court” means the United States District Court for the Northern District of  
13 California, the Honorable Vince Chhabria presiding.

14           18.     “Cy Pres Recipient” means the Orthopaedic Research Society.

15           19.     “Defendant” or “Reckitt Benckiser” means Reckitt Benckiser LLC.

16           20.     “Defendant’s Counsel” or “Reckitt Benckiser’s Counsel” means Perkins  
17 Coie LLP and Manatt, Phelps & Philips LLP.

18           21.     “Direct Notice” means distribution of Class Notice by e-mail (if an e-mail  
19 address is available) or if not, by first class mail through the United States Postal Service to Class  
20 Members who can be identified in the records of third-party retailers, Reckitt Benckiser, or  
21 otherwise.

22           22.     “Effective Date” means the later in time of: (a) the date on which the time to  
23 appeal has expired if no appeal has been taken from the Final Judgment and Order Approving  
24 Settlement; (b) in the event that an appeal or other effort to obtain review has been initiated, the date  
25 after such appeal or other review has been finally concluded and is no longer subject to review; or  
26 (c) if Class Counsel and Defendant agree in writing, any other agreed date that is earlier than the  
27 Effective Date as calculated according to subparagraphs (a) and (b) above.

28           23.     “Final Approval Hearing” means the hearing to be conducted by the Court

1 on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the  
2 Settlement Agreement.

3 24. “Final Judgment and Order Approving Settlement” means, collectively, the  
4 Final Judgment and Final Order Approving Settlement to be entered by the Court approving the  
5 settlement as fair, adequate, and reasonable, confirming the certification of the Settlement Class,  
6 and issuing such other findings and determinations as the Court and/or the Parties deem necessary  
7 and appropriate to implement the Settlement Agreement. The Final Judgment and Order Approving  
8 Settlement shall be substantially in the form of Exhibits 2 and 3.

9 25. “Internet Banner Advertisements” means the form of online legal notice, as  
10 approved by the Court, containing a hyperlink to the Claim Form section of the Settlement Website,  
11 to be distributed by the Settlement Administrator according to the Class Notice Program. The  
12 Internet Banner Advertisements shall be substantially in the form of Exhibit 9.

13 26. “Long-form Class Notice” means the legal notice of the terms of the proposed  
14 Settlement, as approved by the Court, to be distributed according to the Class Notice Program. The  
15 Long-form Class Notice shall be substantially in the form of Exhibit 5.

16 27. “Move Free Advanced” means the products marketed and distributed by  
17 Reckitt Benckiser called Move Free Advanced, Move Free Advanced Plus MSM, and Move Free  
18 Advanced Plus MSM & Vitamin D.

19 28. “Net Fund” means the amount remaining in the Common Fund after payment  
20 of Attorneys’ Fees and Expenses, Class Representative Service Awards, and Notice and Claim  
21 Administration Expenses.

22 ~~29. “Net Cash Benefit” means the amount remaining in the Net Fund after~~  
23 ~~deducting the total value of the Product Benefit awarded to Claimants.~~

24 ~~30.~~29. “Notice and Claim Administration Expenses” means costs and expenses  
25 incurred by the Settlement Administrator, including all notice expenses, the costs of administering  
26 the Class Notice Program, and the costs of processing and distributing all the Cash Payment to  
27 Claimants. ~~Notice and Claim Administration Expenses do not include any of the handling,~~  
28 ~~distribution or shipping costs of the Product Benefit, which costs will be paid separate and apart by~~



~~Defendant. Defendant shall fund the Common Fund as Notice and Claim Administration Expenses come due.~~

~~31.30.~~ “Notice Date” means the date by which the Settlement Administrator shall commence dissemination of the Class Notice, which shall be within forty-five (45) days from the Preliminary Approval Order, unless the Parties agree to a different date, subject to Court approval.

~~32.31.~~ “Objection Date” means the date by which Class Members must file and serve objections to the Settlement Agreement and shall be no later than fourteen (14) days before the date first set for the Final Approval Hearing.

~~33.32.~~ “Opt-Out Date” means the postmark date by which a Request for Exclusion must be submitted to the Settlement Administrator, and shall be no later than fourteen (14) days before the date first set for the Final Approval Hearing.

~~34.33.~~ “Parties” means the Plaintiffs and Defendant in this Action.

~~35.34.~~ “Plaintiffs’ Counsel” means Blood, Hurst & O’Reardon, LLP, Altair Law, Barnow and Associates, P.C., and Carlson Lynch Sweet Kilpela & Carpenter, LLP.

~~36.35.~~ “Preliminary Approval Order” means the order to be entered by the Court conditionally certifying the Settlement Class, preliminarily approving the Settlement Agreement, setting the date of the Final Approval Hearing, appointing Class Counsel for the Settlement Class, approving the Class Notice Program and forms of Class Notice, and setting the Opt-Out Date, Objection Date, and Notice Date, the proposed form of which is attached as Exhibit 1.

~~37. — “Product Benefit” means the Class Member’s option to select and receive Products, each of which is valued at the latest list (wholesale) price, inclusive of applicable state and local sales tax, for that Product, instead of cash as a settlement benefit as set forth in Section IV.~~

~~38.36.~~ “Proof of Purchase” means a receipt or retailer record showing the Claimant purchased Move Free Advanced during the Class Period and the number of bottle or amount purchased.

~~39.37.~~ “Publication Notice” means distribution of the Class Notice as described in Section VI.C.2, including through the Internet Banner Advertisements.

1            ~~40.38.~~ “Released Claims” means, with the exception of claims for personal injury,  
 2 all claims that were or could have been asserted in the Action and that are based on the identical  
 3 factual predicate of those claims in the Action, specifically that Move Free Advanced was  
 4 misleadingly marketed, promoted or sold, specifically including all elements of the labelling  
 5 packaging, advertisements, promotions and marketing of Move Free Advanced, including the  
 6 language, presence, or absence of any disclaimers. Class Members are releasing claims based only  
 7 on the identical factual predicate set forth in the Second Amended Complaint.

8            ~~41.39.~~ “Released Party” or “Released Parties” means Defendant and its parents,  
 9 subsidiaries, divisions, departments, agents, and affiliates, and any and all of its past and present  
 10 officers, directors, employees, stockholders, agents, successors, attorneys, insurers, representatives,  
 11 licensees, licensors, subrogees, and assigns, including, but not limited to Reckitt Benckiser LLC and  
 12 RB Health (US) LLC as well as any third-party retailers, re-sellers, or suppliers of Move Free  
 13 Advanced.

14            ~~42.40.~~ “Releasing Party” means Plaintiffs and each Class Member.

15            ~~43.41.~~ “Request for Exclusion” means the written communication that must be  
 16 submitted to the Settlement Administrator and postmarked on or before the Opt-Out Date by a Class  
 17 Member who wishes to be excluded from the Settlement Class. A Request for Exclusion form that  
 18 is substantially in the form of Exhibit 11 shall be made available on the Settlement Website where  
 19 it can also be submitted.

20            ~~44.42.~~ “Settlement Administrator” means Epiq Class Action and Claims Solutions,  
 21 the entity retained by the Parties and approved by the Court to design, consult on, and implement  
 22 the Class Notice Program for disseminating Class Notice, administer and send the Cash Payment to  
 23 eligible Claimants and Product Benefit portion of this Settlement Agreement, and perform overall  
 24 administrative functions.

25            ~~45.43.~~ “Settlement Agreement” means this Stipulation of Settlement (including all  
 26 Exhibits attached to this Stipulation of Settlement).

27            ~~46.44.~~ “Settlement Class” means all persons who purchased within the United States  
 28 and its territories Move Free Advanced, Move Free Advanced Plus MSM, or Move Free Advanced

1 Plus MSM & Vitamin D, other than solely for purposes of resale, from May 28, 2015 to the date of  
 2 the Preliminary Approval Order. Excluded from the Settlement Class are: (i) jurists and mediators  
 3 who are or have presided over the Action, Plaintiffs' Counsel and Defendant's Counsel, their  
 4 employees, legal representatives, heirs, successors, assigns, or any members of their immediate  
 5 family; (ii) any government entity; (iii) Reckitt Benckiser and any entity in which Reckitt Benckiser  
 6 has a controlling interest, any of its subsidiaries, parents, affiliates, and officers, directors,  
 7 employees, legal representatives, heirs, successors, or assigns, or any members of their immediate  
 8 family; and (iv) any persons who timely opt-out of the Settlement Class.

9 47.45. "Settlement Costs" means: (i) all Notice and Claim Administration Expenses;  
 10 (ii) any award of Attorneys' Fees and Expenses to Class Counsel approved by the Court; and (iii)  
 11 any service award to the Class Representatives approved by the Court.

12 48.46. "Settlement Website" means the Internet website to be created and  
 13 maintained for this settlement by the Settlement Administrator to provide information to the public  
 14 and the Settlement Class about this Settlement Agreement.

15 B. Capitalized terms used in this Settlement Agreement, but not defined in Section II,  
 16 shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

### 17 **III. CLASS CERTIFICATION AND AMENDED COMPLAINT**

#### 18 **A. Certification of the Settlement Class**

19 As part of the motion for preliminary approval of the Settlement Agreement, Plaintiffs will  
 20 seek preliminary certification of the Settlement Class. Defendant consents, solely for purposes of  
 21 settlement, to the certification of the Settlement Class, to the appointment of Class Counsel, and to  
 22 the approval of Plaintiffs as suitable representatives of the Settlement Class; provided, however, that  
 23 if the Court fails to approve this Settlement Agreement or the Settlement Agreement otherwise fails  
 24 to be consummated, then Defendant shall retain all rights it had, including the right to object to the  
 25 maintenance of the Action as a class action.

#### 26 **B. Filing of Amended Complaint**

27 Plaintiffs shall file a Second Amended Class Action Complaint with Defendant's written  
 28 consent pursuant to Federal Rule of Civil Procedure 15(a)(2) that will contain a class definition to

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1 conform to this Settlement Agreement.

2 **IV. SETTLEMENT RELIEF**

3 1. The Notice and Claims Procedure shall comply with the Court's Standing Order for  
4 Civil Cases.

5 2. Class Members who submit a timely valid Claim Form will receive a Cash Payment.  
6 ~~have the option of receiving either one of the Cash Payment or the Product Benefit. The Class~~  
7 ~~Member selects to receive the Cash Payment or the Product Benefit on the Claim Form.~~

8 3. The Cash Payment

9 a. Class Members ~~who elect the Cash Payment~~ can receive twenty-two dollars  
10 (\$22) for each bottle of a Move Free Advanced product purchased during the Class Period.

11 b. Class Members who do not provide Proof of Purchase can receive the Cash  
12 Payment for up to three (3) bottles of Move Free Advanced per Class Member Household.

13 c. Class Members who provide Proof of Purchase can receive the Cash Payment  
14 of twenty-two dollars (\$22) for each documented purchase of a bottle of Move Free Advanced per  
15 Class Member Household beyond three (3) bottles.

16 d. The Cash Payment is subject to a pro rata increase or decrease depending  
17 upon the amount remaining in the Net Fund after all eligible Claims are determined, as described in  
18 Section IV.5.

19 ~~4. The Product Benefit~~

20 ~~a. Class Members who elect the Product Benefit can select their choice of~~  
21 ~~products from a range of products (the "Products") sold or produced by Defendant from a product~~  
22 ~~list substantially in the form of Exhibit 12, and those Products will be directly mailed without charge~~  
23 ~~to Class Members. The Defendant, in consultation and with the reasonable consent of the Settlement~~  
24 ~~Administrator and Class Counsel, are permitted to make non-substantive revisions or substitutions~~  
25 ~~to the designated Product list to account for Product availability, package size availability, and other~~  
26 ~~supply chain considerations, but in no event will the number of Product brands available be less~~  
27 ~~than the number of Product brands listed on Exhibit 12.~~

28 ~~b. Class Members who do not provide Proof of Purchase can receive the Product~~

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1 ~~Benefit for up to three (3) bottles of Move Free Advanced purchased per Class Member Household.~~  
2 ~~Class Members who provide Proof of Purchase can receive the Product Benefit for each documented~~  
3 ~~bottle of Move Free Advanced purchased per Class Member Household.~~

4 ~~c. — For Class Members who do not provide Proof of Purchase, the value of the~~  
5 ~~Product Benefit will be equal to \$75 for each eligible bottle of Move Free Advanced purchased. For~~  
6 ~~example, one eligible bottle purchased will entitle the Class Member to a Product Benefit of \$75~~  
7 ~~dollars, two eligible bottles purchased will entitle the Claimant to a Product Benefit value of \$150~~  
8 ~~dollars, and three eligible bottles purchased will entitle the Claimant to a Product Benefit value of~~  
9 ~~\$225 dollars.~~

10 ~~d. — For purposes of the Product Benefit, the value of Products will be based on~~  
11 ~~Reckitt Benckiser's latest list (wholesale) price for that Product. The Product Benefit is not a~~  
12 ~~discount on a product; Claimants do not purchase anything from Reckitt Benckiser to receive the~~  
13 ~~Product Benefit, but will be entitled to the Product Benefit as a member of the Settlement Class who~~  
14 ~~timely selected the Product Benefit. Claimants also will not incur any of the costs relating to the~~  
15 ~~shipment of the Product Benefit to them, and such shipping and handling costs will not reduce the~~  
16 ~~value of the Claimant's Product Benefit selection(s) or the Common Fund.~~

17 ~~e. — The Products that may be selected for the Product Benefit will be listed on~~  
18 ~~the Claim Form and on the Settlement Website at the time the Settlement Class Member chooses~~  
19 ~~the Product as a result of the Product Benefit choice, along with each product's latest list (wholesale)~~  
20 ~~price. A Claimant may select Products up to the value of his or her Product Benefit except if the~~  
21 ~~value of one of the Products selected results in a Product Benefit value greater than 100% of the~~  
22 ~~available Product Benefit, the Class Member will receive the total amount of the Product Benefit~~  
23 ~~plus any marginal overage created by the selection of one Product.~~

24 ~~f. — If the wholesale value of the Products (Product Benefit value) selected by the~~  
25 ~~Claimant do not total 100% or more of the value of the Claimant's Product Benefit, additional like-~~  
26 ~~products will automatically be provided to the Claimant until the total value of the products provided~~  
27 ~~to the Claimant is equal to or greater than 100% of the Claimant's Product Benefit value. For~~  
28 ~~example, if the Claimant is entitled to a Product Benefit value of \$150 but selects products with a~~

1 ~~total wholesale value of \$130, the Claimant will automatically be provided additional like products~~  
 2 ~~until the total Product Benefit values is \$150 or more (i.e., is greater than 100% of the Claimant's~~  
 3 ~~Product Benefit value). If the Product Benefit value of the Products selected by the Claimant do not~~  
 4 ~~total 100% or more of the value of the Claimant's Product Benefit but any additional like product~~  
 5 ~~would have a value greater than the benefit amount remaining to the Claimant, additional like~~  
 6 ~~product will nonetheless be automatically provided to the Claimant until the total value of the~~  
 7 ~~Products provided to the Claimant are equal to or greater than 100% of the Claimant's Product~~  
 8 ~~Benefit value. Additional like products will not be provided to Class Members once their total~~  
 9 ~~Product Benefit value equals to or exceeds 100% of the amount of Product Benefit value to which~~  
 10 ~~they are entitled.~~

11 ~~g. The Product Benefit is subject to a pro rata increase depending upon the~~  
 12 ~~amount remaining in the Net Fund after all eligible Claims are determined, as described in Section~~  
 13 ~~IV.5.~~

14 ~~h. The total amount of Product Benefit value selected pursuant to the payment~~  
 15 ~~of valid Claims shall be deducted from the Net Fund.~~

16 5.4. Pro Rata Adjustments, the Supplemental Claim Deadline, and Cy Pres Contribution.

17 a. If the amount of the Net Fund is less than the aggregate amount of valid  
 18 Claims submitted in accordance with the Original Claim Deadline, each Claim for a Cash Payment  
 19 shall be reduced on a pro rata basis.

20 b. If the amount of the Net Fund exceeds the aggregate amount of valid Claims  
 21 submitted in accordance with the Original Claim Deadline, the Settlement Administrator will  
 22 determine if increasing each valid Cash Payment ~~and Product Benefit~~ Claim by up to three (3) times  
 23 the claimed amount will exhaust the Net Fund. If so, amounts paid on Claims will be increased pro  
 24 rata up to three (3) times the claimed amounts.

25 c. If, however, the amount of the Net Fund after a pro-rata increase of three (3)  
 26 times the original claimed amounts would still exceed the aggregate amount of those upward  
 27 adjusted valid Claims submitted in accordance with the Original Claim Deadline, then then the  
 28 Original Claim Deadline shall be extended for all Class Members by sixty (60) days (and this fact

1 shall be prominently updated on the homepage of the Settlement Website) and Direct Notice will be  
 2 provided to those Class Members who did not submit a Claim in accordance with the Original Claim  
 3 Deadline and for whom Direct Notice may be provided. This Direct Notice will inform these Class  
 4 Members that they have an additional sixty (60) days (the Supplemental Claim Deadline) to submit  
 5 a Claim Form ~~to and~~ receive the Cash Payment ~~or Product Benefit at their option.~~

6 d. If the amount of the Net Fund still exceeds the aggregate amount of valid  
 7 Claims after the processes described in Section IV.5(a), (b), and (c), the amounts paid on all valid  
 8 Claims will be further increased pro rata up until the Net Fund is exhausted.

9 e. At the time of disbursement, each Claimant will receive an email and/or  
 10 mobile phone text providing the Claimant with several digital options to immediately receive the  
 11 Cash Payment, such as a digital MasterCard, Venmo, Amazon, or eCheck. At that time, the Claimant  
 12 may also request a physical check.

13 f. Cash Payment checks will be valid for ninety (90) days. Any amount  
 14 remaining in the Net Fund as a result of Cash Payment checks that remain uncashed more than  
 15 ninety (90) days after the date on the check, or as a result of Cash Payment checks returned with no  
 16 forwarding address and for which a current address cannot be reasonably obtained, and any  
 17 remaining funds that the Settlement Administrator was unable to distribute, will be paid to the Cy  
 18 Pres Recipient. Any Class Member who fails to negotiate the check within the ninety (90) day period  
 19 forever waives and releases his or her claim for payment of the amount represented by the Cash  
 20 Payment check. In addition to Cash Payment checks, Cash Payments may be provided to Class  
 21 Members electronically through established electronic payment services such as digital  
 22 MasterCard, PayPal and Venmo, Amazon, or eCheck as requested by Class Members.

23 6.5. Release of the Common Fund

24 a. ~~Within seven (7) days following entry of an order granting Plaintiffs' Motion~~  
 25 ~~for Attorneys' Fees and Expenses, Defendant shall deposit the amount of the Attorneys' Fees and~~  
 26 ~~Expenses rewarded by the Court in a qualified settlement account.~~ Plaintiffs' Motion for Attorneys'  
 27 Fees and Expenses shall be filed at least 30 days before the deadline for objecting to the Settlement.

28 b. Within fourteen days (14) days following entry of a Final Approval Order,

1 the Defendant shall pay the Settlement Administrator and the Settlement Administrator shall pay to  
 2 Class Counsel their Attorneys' Fees and Expenses (net of any amount to be withheld by the Court  
 3 until after Post-Distribution Accounting pursuant to the Court's Standing Order for Civil Cases) as  
 4 awarded by the Court, provided that Class Counsel shall be obligated to return to the Common Fund  
 5 any fees or expenses if the amount awarded by the Court is reduced prior to the Effective Date.

6 ~~e. Within seven (7) days after the claim review process set forth in Section V is~~  
 7 ~~completed, the Settlement Administrator shall calculate the Net Cash Benefit by deducting the total~~  
 8 ~~value of the Product Benefits claimed by Class Members from the Net Fund.~~

9 ~~d.c.~~ At least fourteen (14) days prior to the Effective Date, calculated assuming  
 10 there are no appeals, Defendant shall deposit the amount of the Net ~~Fund into Cash Benefit in~~ a  
 11 qualified settlement account.

12 ~~e.d.~~ On the Effective Date, the Net ~~Fund Cash Benefit~~ will be made available to  
 13 pay the Court-approved Class Representative Service Awards and to pay Class Members' Claims  
 14 for the Cash Payment benefit.

15 ~~f. On the Effective Date, Class Members' Product Benefit selections will be~~  
 16 ~~made available to the Settlement Administrator for distribution to Class Members.~~

17 ~~g.e.~~ Within twenty-one (21) days after distribution of the Cash ~~Payment to~~  
 18 ~~Claimants Benefit and Product Benefit~~, Class Counsel will file a Post-Distribution Accounting as  
 19 described in the Northern District's Procedural Guidance for Class Action Settlements and in the  
 20 Court's Standing Order for Civil Cases.

21 ~~f. Upon order of the Court following submission of the Post-Distribution~~  
 22 ~~Accounting, the remainder of the Attorneys' Fees and Expenses, if any, shall be paid to Class~~  
 23 ~~Counsel.~~

## 24 V. CLAIM FORM SUBMISSION, REVIEW AND PAYMENT

25 1. To be eligible to receive the Cash Payment ~~or Product Benefit~~, Class Members must  
 26 submit a valid and timely Claim Form. Claim Forms may be submitted either by mail or  
 27 electronically through the Settlement Website and if submitted by mail must be postmarked or  
 28 submitted electronically on or before the Original Claim Deadline (or the Supplemental Claim



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1 Deadline, if applicable).

2 2. Claim Forms will be available for online submission on the Settlement Website,  
3 available for download from the Settlement Website, and upon request, will be mailed or emailed  
4 to Class Members by the Settlement Administrator. Hard copy Claim Forms may be submitted to  
5 the Settlement Administrator by U.S. mail or other regularly maintained mail delivery service.

6 ~~3. Claimants selecting the Product Benefit on the Settlement Website will choose the~~  
7 ~~items he or she desires directly on the Settlement Website at the time the Claimant submits the Claim~~  
8 ~~for the Product Benefit. The Settlement Website will keep track of the items selected by the Claimant~~  
9 ~~and provide a running total of amount of Product Benefit remaining to the Claimant to easily allow~~  
10 ~~the Claimant to select the full amount of items to which he or she is entitled pursuant to the Product~~  
11 ~~Benefit.~~

12 4.3. The Settlement Administrator shall review Claims to determine if the Claimant has  
13 substantially complied with the instructions on the Claim Form and process the Claim accordingly.  
14 The Settlement Administrator shall make final decisions on whether a Claim is valid subject to the  
15 agreement of Class Counsel and Defendant's Counsel.

16 5.4. Failure to provide all information requested in the Claim Form will not automatically  
17 result in nonpayment of the Claim. Instead, the Settlement Administrator will take all adequate and  
18 customary steps to determine the Class Member's eligibility for payment ~~or products~~ based on the  
19 information contained in the Claim Form, and such other reasonably available information from  
20 which eligibility for settlement benefits can be determined.

21 6.5. The Settlement Administrator's review of Claims will be in accordance with standard  
22 fraud detection practices regularly employed by the Settlement Administrator to prevent the  
23 approval and payment of Claims that are fraudulent or invalid.

24 7.6. Claimants entitled to receive the Cash Payment will be given the option of receiving  
25 payment electronically or mailed a check by first class mail to the address on Claim Form. Payments  
26 will be mailed upon the occurrence of the Effective Date and within seven (7) days after the process  
27 described in Section IV.5 is completed.

28 8. ~~Claimants entitled to receive the Product Benefit will be mailed their selected~~

~~products by the Settlement Administrator. The Products will be mailed upon the occurrence of the Effective Date and within seven (7) days after the process described in Section IV.5 is completed.~~

~~9. Defendant will separately pay all shipping and handling costs associated with distributing the Product Benefit to Claimants and such costs are not included in the Settlement Costs and are not paid out of the Common Fund.~~

~~10.7.~~ Class Counsel will submit a Post-Distribution Accounting that addresses all relevant items in the Court’s Standing Order, including a full description of the Settlement distribution (covering the elements in the Standing Order) and a Proposed Order releasing the remainder of the Attorneys Fees and Costs.

**VI. ADMINISTRATION AND CLASS NOTICE**

**A. Settlement Administrator**

1. Subject to Court approval, the Parties shall retain Epiq Class Action and Claims Solutions to help implement the terms of the Settlement Agreement.

2. The Settlement Administrator will be tasked with conducting matters relating to the administration of this Settlement Agreement, as set forth herein. Those responsibilities include, but are not limited to (1) arranging for dissemination of the Publication Notice and Direct Notice, (2) mailing or arranging for the mailing, emailing or other distribution of the Class Notice and the Cash Payment ~~and Product Benefit~~ to Claimants, (3) handling returned mail and email not delivered to Class Members, (4) making any additional mailings required under the terms of this Settlement Agreement, (5) answering written inquiries from Class Members and/or forwarding such inquiries to Class Counsel or their designee, (6) receiving and maintaining on behalf of the Court and the Parties any Class Member correspondence and Requests for Exclusion from the Settlement, (7) establishing the Settlement Website that posts the operative complaint, Settlement Agreement, the Class Notice, and other related documents, (8) sending notification of any deficiency in any Claim Form to permit a Claimant to cure any such deficiency, (9) establishing and maintaining a toll-free telephone number that will provide settlement-related information to Class Members, and (10) otherwise assisting with administration of the Settlement Agreement.

3. The contract with the Settlement Administrator shall obligate the Settlement

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1 Administrator to abide by the following performance standards:

2 a. The Settlement Administrator shall accurately and neutrally describe,  
3 and shall train and instruct its employees and agents to accurately and objectively describe, the  
4 provisions of this Settlement Agreement in communications with Class Members; and

5 b. The Settlement Administrator shall provide prompt, accurate and  
6 objective responses to inquiries from Class Counsel or their designee, Reckitt Benckiser and/or  
7 Reckitt Benckiser's Counsel.

8 **B. Class Notice**

9 1. Class Notice: The Class Notice forms will include a Long-form Class Notice,  
10 Email Notice, Amazon Email Notice, Postcard Notice, and Internet Banner Advertisements  
11 disseminated in connection with the Publication Notice.

12 2. The Long-form Class Notice available on the Settlement Website and to be  
13 sent to Class Members at their request shall be in substantially the form of Exhibit 5. The Long-  
14 form Class Notice shall be available in English and Spanish. At a minimum, the Long-form Class  
15 Notice shall:

16 a. include a short, plain statement of the background of the Action and  
17 the proposed Settlement Agreement;

18 b. describe the proposed settlement relief as set forth in this Settlement  
19 Agreement;

20 c. inform Class Members that, if they do not exclude themselves from  
21 the Settlement Class, they may be eligible to receive relief;

22 d. describe the procedures for participating in the Settlement, including  
23 all applicable deadlines, and advise Class Members of their rights to submit a Claim to be eligible  
24 to receive a Cash Payment ~~or Product Benefit~~ under the Settlement Agreement;

25 e. explain the scope of the Release;

26 f. state that any Cash Payment ~~or Product Benefit~~ to Class Members is  
27 contingent on the Court's final approval of the Settlement Agreement;

28 g. state the identity of Class Counsel and the amount sought in attorneys'

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- 1 fees and expenses and Class Representative service awards;
- 2 h. explain the procedures for opting out of the Settlement Class
- 3 including the applicable deadline for opting out;
- 4 i. explain the procedures for objecting to the Settlement Agreement
- 5 including the applicable deadline; and
- 6 j. explain that any judgment or orders entered in the Action, whether
- 7 favorable or unfavorable to the Settlement Class shall include and be binding on all Class Members
- 8 who have not been excluded, even if they have objected to the proposed Settlement Agreement and
- 9 even if they have another claim, lawsuit, or proceeding pending against Defendant.

10 3. Email Notice, Amazon Email Notice and Postcard Notice: The Email Notice,

11 Amazon Email Notice and Postcard Notice shall be in substantially the form of Exhibits 6, 7 and 8,

12 and shall include the web address of the Settlement Website and a telephone number for the

13 Settlement Administrator, a description of the Settlement Class, a description of relief available to

14 the Settlement Class and the Original Claim Deadline (or any Supplemental Claim Deadline), and

15 an explanation of the right to object and/or opt-out of the Settlement Class and the deadlines to

16 exercise these rights.

17 4. Internet Banner Advertisements: The Settlement Administrator will design

18 and implement a geographic and contextual targeting digital and social media campaign that utilizes

19 Internet Banner Advertisements (substantially in the form of Exhibit 9) that contain an embedded

20 hyperlink directing Class Members directly to the Claim Form link on the Settlement Website.

21 5. Website Notice: The Settlement Website shall be created and maintained by

22 the Settlement Administrator. The Settlement Website shall be available in English and Spanish.

23 The Settlement Website shall be activated no later than the Notice Date and shall remain active until

24 sixty (60) days after the settlement benefits are distributed to Claimants. The URL of the Settlement

25 Website will be "[www.MoveFreeAdvancedSettlement.com](http://www.MoveFreeAdvancedSettlement.com)." The Settlement Administrator shall

26 post the Long-form Class Notice, a copy of this Settlement Agreement and its Exhibits, the

27 Preliminary Approval Motion, the Preliminary Approval Order, the operative complaint, the Motion

28 for Final Approval and Motion for Attorneys' Fees and Expenses, the Final Approval Order,

1 answers to frequently asked questions, the number for the toll-free hotline maintained by the  
2 Settlement Administrator for this Settlement, Settlement-related deadlines, and any other materials  
3 or information the Parties agree to include on the Settlement Website. These documents shall be  
4 available on the Settlement Website for as long as the Settlement Website is active.

5           6.       Class Action Fairness Act Notice: Reckitt Benckiser shall work with the  
6 Settlement Administrator to comply with all notice requirements imposed by 28 U.S.C. § 1715(b)  
7 (“CAFA Notice”).

8           **C.       Dissemination of Class Notice**

9           1.       Direct Notice: The Email Notice, Amazon Email Notice or Postcard Notice  
10 (as applicable), shall be sent via email, or for those Class Members for whom an email address is  
11 not available but a physical address is available, then via the United States Postal Service, to every  
12 Class Member who can be identified in the records of (1) third-party retailers, (2) Reckitt Benckiser,  
13 or (3) otherwise, including but not limited to Class Members who directly purchased Move Free  
14 Advanced from the schiffvitamins.com website or registered a purchase of Move Free Advanced  
15 with Reckitt Benckiser through the Schiff Move Free Rewards program or otherwise. Reckitt  
16 Benckiser shall provide the Settlement Administrator any of the aforementioned Class Member  
17 contact information it possesses. Direct Notice will be sent on the Notice Date, and if applicable,  
18 again to those Class Members who did not submit a Claim in accordance with the Original Claim  
19 Deadline. Prior to the Notice Date, the Settlement Administrator shall employ its regular data  
20 processing and data cleaning procedures on the records (names/addresses) for the Direct Notice.  
21 The Settlement Administrator shall design the Direct Notice (for both delivery by U.S. mail and by  
22 email) in such a manner as to enhance the likelihood that it will be opened or viewed by the Class  
23 Member. After posting of the Postcard Notice by the Settlement Administrator with the United  
24 States Postal Service, for any such mailed notices returned as undeliverable, the Settlement  
25 Administrator shall utilize the National Change of Address registry in an attempt to obtain better  
26 addresses for such returned mail notices, and should that registry show a more current address, the  
27 Settlement Administrator shall send the returned Postcard Notice to the more current address. The  
28 Settlement Administrator will promptly resend any Postcard Notice that is returned as undeliverable

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1 with a forwarding U.S. mail or email address to such forwarding address.

2           2.       Publication Notice: The Email Notice, or a variation of the Email Notice  
3 suitable for the manner of the specific publication, shall be published no later than the Notice Date.  
4 As detailed in the Class Notice Program (Exhibit 4), publication will include a combination of  
5 national print and online publications and outlets, including effective online advertising (including  
6 using the Internet Banner Advertisements and through sponsored search text ads on search engines  
7 such as Google, Yahoo, and Bing), and with the Settlement Administrator using accepted reach  
8 methodology to reach the Settlement Class.

9           3.       Website Notice: No later than the Notice Date, the Settlement Administrator  
10 will post the Long-form Class Notice on the Settlement Website, and shall post the additional  
11 documents and information discussed in Section VI.B.5 above as they become available. Such  
12 documents and information may also be posted on Class Counsel's website and Plaintiffs' Counsel's  
13 websites at their option.

14           4.       Toll-Free Telephone Number: No later than the Notice Date, the Settlement  
15 Administrator shall establish a toll-free telephone number that will provide Settlement-related  
16 information to Class Members via interactive voice recording with a live operator option.

17           5.       Upon Request: The Long-form Class Notice and Claim Form shall also be  
18 sent via electronic mail or regular mail to Class Members who so request.

19 **VII. OBJECTIONS AND REQUESTS FOR EXCLUSION**

20 **A. Objections**

21           1.       Any Class Member who intends to object to the fairness of the Settlement  
22 Agreement must do so in writing no later than the Objection Date. The written objection must be  
23 filed with the Court and served on Class Counsel and Defendant's Counsel no later than the  
24 Objection Date. The written objection must include: (a) a heading which refers to the Action; (b)  
25 the objector's name, address, telephone number and, if represented by counsel, the name, address,  
26 and telephone number of his/her counsel; (c) a statement under oath that the objector is a Class  
27 Member; (d) a statement whether the objector intends to appear at the Final Approval Hearing, either  
28 in person or through counsel; (e) a statement of the objection and the specific grounds supporting

1 the objection; (f) a statement whether the objection applies only to the objector, to a specific subset  
 2 of the class, or to the entire class; (g) copies of any papers, briefs, or other documents upon which  
 3 the objection is based; and (h) the objector's handwritten, dated signature (the signature of objector's  
 4 counsel, an electronic signature, and the annotation "/s" or similar annotation will not suffice).

5           2. Any Class Member who files and serves a written objection, as described  
 6 above, may appear at the Final Approval Hearing, either in person or through counsel hired at the  
 7 Class Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of this  
 8 Settlement Agreement. Class Members or their attorneys who intend to make an appearance at the  
 9 Final Approval Hearing must serve a notice of intention to appear on Class Counsel and Defendant's  
 10 Counsel, and file the notice of appearance with the Court, no later than seven (7) days before the  
 11 Final Approval Hearing, or as the Court may otherwise direct. The written notice and objection  
 12 requirements may be excused by the Court upon a showing of good cause.

13           3. Absent a showing of good cause, any Class Member who fails to substantially  
 14 comply with the provisions of Sections VII.A.1-2 above shall waive and forfeit any and all rights  
 15 he or she may have to appear separately and/or to object and shall be bound by all of the terms of  
 16 this Settlement Agreement and by all proceedings, orders and judgments, including, but not limited  
 17 to, the Release, in the Action.

18           **B. Requests for Exclusion**

19           1. Any member of the Settlement Class may request to be excluded from the  
 20 Settlement Class. A Class Member who wishes to opt out of the Class must do so no later than the  
 21 Opt-Out Date. To opt out, a Class Member must send to the Settlement Administrator a written  
 22 Request for Exclusion that is postmarked no later than the Opt-Out Date. A Request for Exclusion  
 23 may also be submitted at the Settlement Website by the Opt-Out Date. The Request for Exclusion  
 24 must be personally signed by the Class Member and contain a statement that indicates a desire to be  
 25 excluded from the Settlement Class. No person may opt out of the Settlement Class for any other  
 26 person or be opted-out by any other person, and no Class Member shall be deemed opted-out of the  
 27 Settlement Class through any purported "mass" or "class" opt-outs.

28           2. Any Class Member who does not submit a timely, written Request for

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1 Exclusion shall be bound by all subsequent proceedings, orders and the Final Judgment and Order  
2 Approving Settlement in this Action, even if he or she has pending, or subsequently initiates,  
3 litigation, arbitration, or any other proceeding against Defendant relating to the Released Claims.

4 3. Any Class Member who properly requests to be excluded from the Settlement  
5 Class shall not: (a) be bound by any orders or judgments entered in the Action relating to the  
6 Settlement Agreement; (b) be entitled to submit a Claim ~~selecting the Cash Payment or Product~~  
7 ~~Benefit~~, or be affected by, the Settlement Agreement; (c) gain any rights by virtue of the Settlement  
8 Agreement; or (d) be entitled to object to any aspect of the Settlement Agreement.

9 4. The Settlement Administrator shall provide Class Counsel and Defendant's  
10 Counsel with a final list of all timely Requests for Exclusion within three (3) days after the Opt-Out  
11 Date. Reckitt Benckiser's Counsel shall file the final list of all timely Requests for Exclusion prior  
12 to or at the Final Approval Hearing.

13 **VIII. RELEASES**

14 A. Upon the Effective Date, each and every Releasing Party shall by order of this Court  
15 be deemed to have released, waived, forfeited and shall be permanently barred and enjoined from  
16 initiating, asserting, and/or prosecuting any Released Claim against any Released Party based on  
17 the identical factual predicate in any court or any forum.

18 B. In addition, with respect to the Released Claims, Plaintiffs specifically acknowledge  
19 and affirmatively waive any rights or benefits available to them under California Civil Code section  
20 1542. California Civil Code section 1542 provides:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
22 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
23 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE  
24 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED  
PARTY.

25 Plaintiffs hereby waive any and all federal and state statutes similar in substance, meaning or  
26 application to California Civil Code section 1542.

27 C. In consideration for the Agreement, Defendant and its parents, subsidiaries,  
28 divisions, departments, and affiliates, and any and all of its past and present officers, directors,



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1 employees, stockholders, agents, successors, attorneys, insurers, representatives, licensees,  
2 licensors, subrogees, and assigns shall be deemed to have, and by operation of the Final Approval  
3 Order and Judgment shall have, released Class Counsel and Plaintiffs from any and all causes of  
4 action that were or could have been asserted pertaining solely to the conduct in filing and prosecuting  
5 the litigation or in settling the Action.

6 D. The Court shall retain exclusive and continuing venue and jurisdiction over the  
7 Parties and the Class Members to interpret and enforce the terms, conditions, and obligations under  
8 the Settlement Agreement and any disputes over such issues shall be brought in this Court.

9 **IX. ATTORNEYS' FEES AND EXPENSES AND PLAINTIFF SERVICE AWARDS**

10 A. Class Counsel shall make, and Defendant agrees not to oppose, an application for an  
11 award of attorneys' fees in an amount not to exceed 25% of the Common Fund or twelve million  
12 five hundred thousand dollars (\$12,500,000).

13 B. Class Counsel shall make, and Defendant agrees not to oppose, an application for  
14 reimbursement of Plaintiffs' Counsel's reasonable out-of-pocket expenses in an amount not to  
15 exceed \$750,000.00.

16 C. The award of Attorneys' Fees and Expenses will be paid from the Common Fund.  
17 The application for an award of Attorneys' Fees and Expenses will be made by Class Counsel on  
18 behalf of themselves and the other Plaintiffs' Counsel. Class Counsel shall distribute and allocate  
19 the Attorneys' Fees and Expense awarded to Plaintiffs' Counsel in its sole discretion. The attorneys'  
20 fees were negotiated subsequent to and separate from the other terms of this Settlement Agreement.  
21 Reckitt Benckiser shall not be responsible for any other fees or expenses incurred by Class Counsel,  
22 Plaintiffs' Counsel or Plaintiffs.

23 D. Plaintiffs will apply for Class Representative service awards. Any Court-approved  
24 service award is in addition to the benefits that the Class Representatives are entitled to receive as  
25 members of the Settlement Class. Defendant agrees not to oppose service awards in the amount of  
26 seven thousand five hundred dollars (\$7,500) to Gordon Noboro Yamagata, Stamatis F. Pelardis  
27 and Maureen Carrigan, and in the amount of five hundred dollars (\$500) to Lori Coletti, Ann-Marie  
28 Maher, Carol Marshall, Deborah A. Rawls, Oneita Steele, and Maxine Tishman. The Court-

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1 approved service awards will be paid from the Common Fund. The service awards shall be paid to  
2 the Class Representatives within seven (7) days of the Effective Date.

3 E. The Court's determination of Attorneys' Fees and Expenses and Class  
4 Representative service awards will not affect the remainder of the Settlement.

5 **X. FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT**

6 This Settlement Agreement is subject to and conditioned upon the issuance by the Court of  
7 the Final Judgment and Order Approving Settlement that finally certifies the Class for the purposes  
8 of this settlement, grants final approval of the Settlement Agreement, and provides the relief  
9 specified herein. Such Final Judgment and Order Approving Settlement shall be in substantially the  
10 form attached hereto as Exhibits 2 and 3.

11 **XI. NO ADMISSION OF LIABILITY/FOR SETTLEMENT ONLY**

12 A. This Agreement reflects the compromise and settlement of disputed claims among  
13 the Parties and is for settlement purposes only. Neither the fact of, or any provision contained in  
14 this Agreement or its Exhibits, nor any action taken hereunder, shall constitute, be construed as, or  
15 be admissible in evidence as an admission of: (a) the validity of any claim or allegation by Plaintiffs,  
16 or of any defense asserted by Reckitt Benckiser, in the Action or any other action or proceeding; or  
17 (b) any wrongdoing, fault, violation of law, or liability of any kind on part of any Party, Defendant,  
18 Released Party, or their respective counsel.

19 B. The terms of this Settlement Agreement are not, and should not be construed as, an  
20 admission of liability or wrongdoing on the part of Reckitt Benckiser.

21 **XII. TERMINATION OF THIS SETTLEMENT AGREEMENT**

22 A. Any Party may terminate this Settlement Agreement by providing written notice to  
23 the other Parties within ten (10) days of any of the following events:

24 1. The Court does not enter a Preliminary Approval Order that conforms in  
25 material respects to Exhibit 1; or

26 2. The Court does not enter a Final Judgment and Order Approving Settlement  
27 conforming in material respects to Exhibits 2 and 3, or if entered, such Final Judgment and Order  
28 Approving Settlement is reversed, vacated, or modified in any material respect by another court.

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1 B. In the event that this Settlement Agreement terminates for any reason, all Parties  
2 shall be restored to their respective positions as of the date of execution of the Settlement  
3 Agreement. In no event will Defendant be entitled to recover any funds spent for Notice and Claim  
4 Administration Expenses prior to termination of this Settlement Agreement.

5 **XIII. ADDITIONAL PROVISIONS**

6 A. Entire Settlement Agreement: The Settlement Agreement, including all Exhibits,  
7 shall constitute the entire Settlement Agreement among the Parties with regard to the Action and  
8 shall supersede any previous settlement agreements, terms sheets, representations, communications  
9 and understandings among the Parties with respect to the subject matter of the Settlement  
10 Agreement.

11 B. Execution in Counterparts: The Settlement Agreement may be executed by the  
12 Parties in one or more counterparts, each of which shall be deemed an original but all of which  
13 together shall constitute one and the same instrument. Facsimile signatures or signatures sent by  
14 email shall be treated as original signatures and shall be binding.

15 C. Notices: Whenever this Settlement Agreement requires or contemplates that one  
16 Party shall or may give notice to the other, notice shall be provided in writing by first class US Mail  
17 and email to:

18 1. If to Plaintiffs or Class Counsel:

19 Timothy G. Blood  
20 BLOOD HURST & O'REARDON, LLP  
21 501 W. Broadway, Suite 1490  
22 San Diego, California 92101  
23 Tel: 619-338-1100  
24 tblood@bholaw.com

25 2. If to Defendant or Defendant's Counsel:

26 David T. Biderman  
27 PERKINS COIE LLP  
28 1888 Century Park East, Suite 1700  
Los Angeles, California 90067  
Tel: 310-788-9900  
dbiderman@perkinscoie.com

D. Good Faith: The Parties agree that they will act in good faith and will not engage in

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1 any conduct that will or may frustrate the purpose of this Settlement Agreement. The Parties further  
2 agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the  
3 provisions of the Settlement Agreement.

4 E. Publicity: To the extent Defendant or Plaintiffs make any public statements regarding  
5 the settlement of this Action, any such statements shall be consistent with the Court-approved  
6 documents that comprise this Settlement Agreement or otherwise agreed on by the Parties in writing  
7 in advance.

8 F. Binding on Successors: The Settlement Agreement shall be binding upon, and inure  
9 to the benefit of, the heirs, successors and/or assigns of the Released Parties.

10 G. Arms-Length Negotiations: The determination of the terms and conditions contained  
11 herein and the drafting of the provisions of this Settlement Agreement has been by mutual  
12 understanding after negotiation, with consideration by, and participation of, the Parties hereto and  
13 their counsel. This Settlement Agreement shall not be construed against any Party on the basis that  
14 the Party was the drafter or participated in the drafting. Any statute or rule of construction that  
15 ambiguities are to be resolved against the drafting party shall not be employed in the implementation  
16 of this Settlement Agreement and the Parties agree that the drafting of this Settlement Agreement  
17 has been a mutual undertaking.

18 H. Waiver: The waiver by one Party of any provision or breach of the Settlement  
19 Agreement shall not be deemed a waiver of any other provision or breach of the Settlement  
20 Agreement.

21 I. Variance: In the event of any variance between the terms of this Settlement  
22 Agreement and any of the Exhibits hereto, the terms of this Settlement Agreement shall control and  
23 supersede the Exhibit(s).

24 J. Taxes: No opinion concerning the tax consequences of the Settlement Agreement to  
25 any Class Member is given or will be given by Defendant, Defendant's Counsel, Class Counsel, or  
26 Plaintiffs' Counsel; nor is any Party or their counsel providing any representation or guarantee  
27 respecting the tax consequences of the Settlement Agreement as to any Class Member. Each Class  
28 Member is responsible for his/her tax reporting and other obligations respecting the Settlement

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1 Agreement, if any.

2 K. Modification in Writing: The Settlement Agreement may not be changed, modified,  
3 or amended except in a writing signed by one of Class Counsel and one of Reckitt Benckiser's  
4 Counsel and, if required, approved by the Court. The Parties contemplate that the Exhibits to the  
5 Settlement Agreement may be modified by subsequent agreement of Defendant and Class Counsel  
6 so long as the modifications do not alter the substantive terms of the Agreement or reduce the rights  
7 and benefits of Class Members.

8 L. Retain Jurisdiction: The Court shall retain jurisdiction with respect to the  
9 implementation and enforcement of the terms of this Settlement Agreement, and all Parties hereto  
10 submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement  
11 Agreement embodied in this Settlement Agreement.

12 M. Choice of Law: This Settlement Agreement is governed by, and shall be construed  
13 and enforced in accordance with, California law.

14 N. Computation of Time: All deadlines and time periods prescribed in this Settlement  
15 Agreement shall be calculated pursuant to Fed. R. Civ. P. 6.

16 IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be  
17 executed as of the last date set forth below.

18 Dated: March 2, 2021

BLOOD HURST & O'REARDON, LLP  
TIMOTHY G. BLOOD (149343)  
THOMAS J. O'REARDON II (247952)

21 By:

TIMOTHY G. BLOOD

22 501 West Broadway, Suite 1490  
23 San Diego, CA 92101  
24 Tel: 619/338-1100  
25 619/338-1101 (fax)  
tblood@bholaw.com  
toreardon@bholaw.com

26 *Class Counsel*

27 ALTAIR LAW  
28 CRAIG M. PETERS (184018)  
465 California Street, 5th Floor  
San Francisco, CA 94104-3313

BLOOD HURST & O' REARDON, LLP

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Tel: 415/988-9828  
415/988-9815 (fax)  
c.peters@altair.us

*Attorneys for Plaintiffs*

Dated: March 2, 2021

PERKINS COIE LLP  
DAVID T. BIDERMAN  
JASMINE WETHERELL

By:

DAVID T. BIDERMAN

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Los Angeles CA 90067  
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San Francisco, CA 94105  
Tel: 310/312-4000  
Fax: 310/312-4224  
dbiderman@perkinscoie.com  
jwetherell@perkinscoie.com

*Attorneys for Defendant Reckitt Benckiser LLC*

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**ECF CERTIFICATION**

The filing attorney attests that he has obtained concurrence regarding the filing of this document from the signatories to this document.

Dated: March 2, 2021

BLOOD HURST & O'REARDON, LLP

By: s/ Timothy G. Blood

TIMOTHY G. BLOOD

BLOOD HURST & O' REARDON, LLP

# **EXHIBIT C**





501 West Broadway, Suite 1490 | San Diego, CA 92101

T | 619.338.1100 F | 619.338.1101

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

## FIRM RESUME



Blood Hurst & O'Reardon, LLP focuses in the nationwide prosecution of complex class actions. The firm represents the interests of consumers, insurance policy holders and investors in state and federal trial and appellate courts throughout the country. The principals of Blood Hurst & O'Reardon come from a large firm that represented plaintiffs in class action litigation, where they formed the core of the consumer and insurance practice group. Blood Hurst & O'Reardon's principals have been appointed lead counsel and have held other leadership positions in a wide variety of class action matters.

### **Timothy G. Blood**

Mr. Blood is the firm's managing partner. His practice has focused on complex litigation, including class action litigation, since the early 1990's. Mr. Blood has tried class action cases and is highly regarded in the field of consumer protection law, including California's Unfair Competition Law and Consumers Legal Remedies Act.

Mr. Blood has represented millions of retail consumers, holders of life, automobile and homeowner insurance policies, data breach victims, mortgagors, credit card customers, homeowners, and victims of race discrimination. He practices in both state and federal courts throughout the country and has represented the interests of consumers formally or informally before the Federal Trade Commission, the U.S. Consumer Products Safety Administration, the California Department of Justice, the California Legislative Analyst's Office and the California Department of Insurance. He has worked with the Federal Trade Commission to obtain record setting recoveries for consumers. In *In re Skechers Toning Shoes Prods. Liab. Litig.* (W.D. Ky.), Mr. Blood's work with the Federal Trade Commission resulted in the largest consumer recovery in a false advertising action in FTC history. Other large and record-setting recoveries for consumers include a \$3.4 billion settlement in 2017 for owners of certain Toyota vehicles and the largest false advertising recovery in the history of the food industry.

Since 2010, some of Mr. Blood's court-appointed leadership positions include: Court appointed lead counsel in *Warner v. Toyota Motor Sales* (C.D. Cal); Federal Rule of Civil Procedure 23(g) counsel in *In re: Johnson & Johnson Talcum Powder Prods. Mktg., Sales Practices, and Prods. Liability Litig.* (D.N.J.); Federal Rule of Civil Procedure 23(g) counsel in *Yamagata v. Reckitt Benckiser* (N.D. Cal.); Federal Rule of Civil Procedure 23(g) counsel in *Mullins v. Premier Nutrition Corp.* (N.D. Cal.); Federal Rule of Civil Procedure 23(g) Class Counsel in *Corvello v. Wells Fargo Bank, N.A.* (N.D. Cal.); Executive Committee member in *Snyder v. the Regents of the University of California*, JCCP No. 589243 (Cal. Super. Ct., Los Angeles Cnty., Hon. John Shepard Wiley, Jr.); Federal Rule of Civil Procedure 23(g) Class Counsel in *Rikos v. The Procter & Gamble Co.*, (S.D. Ohio); Federal Rule of Civil Procedure 23(g) Class Counsel in *Godec v. Bayer Corp.* (N.D. Ohio); Federal Rule of Civil Procedure 23(g) Class Counsel in *Johns v. Bayer Corp.* (S.D. Cal.); Federal Rule of Civil Procedure 23(g) Class Counsel in *In re Skechers Toning Shoes Prods. Liab. Litig.* (W.D. Ky.); Plaintiffs' Liaison Counsel and Steering Committee member by the United States District Court for the Southern District of California in the multidistrict litigation *In re Sony Gaming Networks and Customer Data Sec. Breach Litig.*; Class Counsel by the district court for the District of Massachusetts in *In re Reebok Easytone Litig.*; Class Counsel in *Serochi v. Bosa Dev. Cal.* by the San Diego Superior Court; Co-Lead Class Counsel by the Los Angeles Superior Court in *In re Toyota*



*Motor Cases*, (Toyota Unintended Acceleration Consolidated Litigation); Co-Lead Class Counsel by the United States District Court for the Southern District of California in the multidistrict litigation *In re Hydroxycut Mktg. and Sales Practices Litig.*; Co-Lead Class Counsel by the United States District Court for the Central District of California in *Johnson v. Gen. Mills, Inc.*; Co-Lead Class Counsel by the United States District Court for the Northern District of Ohio in *Gemeles v. The Dannon Co.*; Co-Lead Class Counsel by the United States District Court for the Southern District of California in *Hartless v. Clorox Co.*; and Class Counsel by the United States District Court for the Southern District of Florida in *Smith v. Wm. Wrigley, Jr. Co.*

Mr. Blood has litigated many data breach privacy actions, including leading as Co-Liaison Counsel and member of the Plaintiff's Steering Committee *In re Sony Gaming Networks and Customer Data Security Breach Litigation*, MDL 2258 (S.D. Cal.), one of the largest data breach cases at the time. He represents the City of San Diego in *People for Experian Data Corp.* Case No. 37-2019-01047183 (Cal. Super. Ct., Orange Cnty) in data breach notification action on behalf of the People of the State of California against a leading consumer credit reporting and data aggregation company and represented plaintiffs in *Patton v. Experian Data Corp.*, No. SACV 15-1871 JVS (C.D. Cal.), a multi-state data breach notification action arising out of the same conduct. Mr. Blood is a member of the Plaintiff's Executive Committee in *Snyder v. the Regents of the University of California*, JCCP No. 589243 (Cal. Super. Ct., Los Angeles Cnty), among others.

Mr. Blood has also drafted legislation aimed at modernizing data breach and related privacy laws, including drafting portions of, lobbying for and testifying before both houses of the California Legislature in support of the landmark California Consumer Privacy Act of 2018. The CCPA passed unanimously through both houses of the California legislature and provides the most sweeping digital privacy protection in the United States. It is a model for other proposed state and federal laws.

Mr. Blood has acted as lead counsel in a number of "functional food" false advertising class actions, including cases against General Mills and The Dannon Company filed in federal courts around the country. The *Dannon* litigation resulted in the largest settlement in food industry history for false advertising.

He was lead trial counsel in *Lebrilla v. Farmers Ins. Grp., Inc.* (Cal. Super. Ct., Orange Cnty.) a multistate class action which settled on terms favorable to the class after a month long trial and just before closing arguments. He was also co-lead trial counsel in *In re Red Light Photo Enf't Cases* (Cal. Super. Ct. San Diego Cnty.), an action brought on behalf of California motorists.

Mr. Blood has represented millions of purchasers of food, food supplements and over-the-counter drugs arising out of various advertising claims made by manufacturers and retailers. He has also represented owners of motor vehicles in product liability cases and consumer credit and mortgage borrowers against a number of major lending institutions, including Bank of America, Washington Mutual, Countrywide, GMAC and Wells Fargo.



Mr. Blood has wide-ranging experience litigating against life, auto and other insurance carriers on behalf of consumers. His experience litigating against life insurance companies includes representing owners, holders and beneficiaries of industrial life insurance in race discrimination cases (with class periods dating back to the late 1800's). He also represented those holding traditional life insurance policies in market conduct actions such as the "vanishing premium" life insurance actions. Mr. Blood was responsible for one of only two litigated cases where classes were certified in the vanishing premium series of cases. He was one of the few plaintiffs' attorneys to obtain class-wide recoveries in the "imitation parts" automobile insurance actions. Insurance companies against whom Mr. Blood has litigated include the American General companies, Farmers Insurance Group of companies, Mercury Insurance Group, Allstate, State Farm, Great Southern Life, Metropolitan Life, United Life Insurance Company, Midland National Life Insurance Company and General American Insurance Company.

Mr. Blood has also represented consumers in traditional false advertising actions, those victimized by so-called "negative option" sales practices, and owners of a variety of different types of faulty computer equipment and software from manufacturers. Some of these retailers and manufacturers include Apple, Dell, IBM, Procter & Gamble, General Mills, The Dannon Company, Bayer, AG, Bosa Development, Kellogg Company and General Dynamics.

Mr. Blood has been involved in many precedent-setting appellate decisions in areas which include consumer and insurance law and class action procedure. These appellate decisions include: *Kuhns v. Scottrade, Inc.*, 868 F.3d 711 (8th Cir. 2017)(first 8th Circuit decision finding Article III standing in a data breach case); *Rikos v. The Procter & Gamble Co.*, 799 F.3d 497 (6th Cir. 2015) (class certification) *cert. denied*, 2016 U.S. LEXIS 2244 (U.S. Mar. 28, 2016); *Corvello v. Wells Fargo Bank, NA*, 728 F.3d 878 (9th Cir. 2013) (consumer protection and banking); *Fitzpatrick v. Gen. Mills, Inc.*, 635 F.3d 1279 (11th Cir. 2011) (class certification, consumer law and false advertising); *Westwood Apex v. Contreras*, 644 F.3d 799 (9th Cir. 2011) (CAFA jurisdiction); *Kwikset Corp. v. Super. Ct. (Benson)*, 51 Cal. 4th 310 (2011) (consumer law and false advertising); *Martinez v. Wells Fargo Home Mortg., Inc.*, 598 F.3d 549 (9th Cir. 2010) (banking and preemption); *Troyk v. Farmers Grp., Inc.*, 171 Cal. App. 4th 1305 (2009) (insurance law); *Haw. Med. Ass'n v. Haw. Med. Serv. Ass'n*, 148 P.3d 1179 (Haw. 2006) (health insurance); *McKell v. Wash. Mut. Bank, Inc.*, 142 Cal. App. 4th 1457 (2006) (banking law and consumer law); *Santiago v. GMAC Mortg. Grp., Inc.*, 417 F.3d 384 (3d Cir. 2005) (consumer and banking law); *Lebrilla v. Farmers Grp., Inc.*, 119 Cal. App. 4th 1070 (2004) (automobile insurance and class action procedure); *Moore v. Liberty Nat'l Life Ins. Co.*, 267 F.3d 1209 (11th Cir. 2001), *cert. denied*, 535 U.S. 1018 (2002) (life insurance and civil rights); *Kruse v. Wells Fargo Home Mortg., Inc.*, 383 F.3d 49 (2d Cir. 2004) (consumer and banking law); and *Lavie v. Procter & Gamble Co.*, 105 Cal. App. 4th 496 (2003) (consumer law and false advertising).

Mr. Blood has testified before the California State Assembly and State Senate Judiciary Committees, as well as the Assembly and Senate Committees on Banking, Finance & Insurance. He has worked at both the state and federal level with lawmakers and government agencies to shape legislation to protect consumer rights, including lobbying on the Class Action Fairness Act of 2005 and working to defeat a California state ballot initiative designed to weaken the class action device.



Mr. Blood is a frequent continuing legal education speaker on topics which include complex litigation, class action procedure, data breach and privacy litigation, consumer fraud, false advertising, financial fraud litigation and insurance litigation. He has been an invited speaker for American Bar Association practice groups, the Practising Law Institute, University of California at Irvine School of Law; University of San Diego School of Law, University of Arizona Sandra Day O'Connor School of Law, Loyola Law School, Chapman University School of Law; the Grocery Manufacturers Association, the American Association of Justice, Consumer Attorneys of California, ALI-ABA, the Practising Law Institute, Bridgeport Continuing Education, Law Seminars International, and the Consumer Attorneys of San Diego, for which he has chaired multi-day seminars on class action litigation.

Mr. Blood is frequently consulted by the media. He has appeared on Good Morning America, ABC World News Tonight, and major network affiliates on behalf of his clients. He has been interviewed for stories featuring consumer rights issues and his cases by *The New York Times*, *The Wall Street Journal*, *Bloomberg*, Reuters, the Associated Press, *The Los Angeles Times*, National Public Radio, the *Daily Journal*, *Adweek*, the *Los Angeles Daily News*, CNBC, Fox News, the Korean Broadcasting Service and others.

Mr. Blood is a member of the Board of Directors of the Consumer Attorneys of California and a member of its executive board from 2014 to 2016. He was the 2015 President of the Consumer Attorneys of San Diego and a member of the CASD Foundation, a charitable giving non-profit. In 2018 he received the statewide Marvin E. Lewis Award by the Consumer Attorneys of California for his "guidance, loyalty and dedication, all of which have been an inspiration to fellow attorneys." He also was awarded the 2018 Consumer Advocate of the Year by Consumer Attorneys of San Diego. In 2007, he was a finalist for the Consumer Attorneys of California Lawyer of the Year award for his trial work in a multistate class action against Farmers Insurance. He has been named a "Super Lawyer" since 2006 and has achieved an "AV" rating by Martindale Hubbell. In 2014, Mr. Blood was named a "Titan of the Plaintiff's Bar" by the national legal publication Law360. Mr. Blood was elected a Fellow of the American Bar Foundation. Mr. Blood is also the Legislative Column Editor for *Trial Bar News*. Mr. Blood is also a founding member of the San Diego ESI Forum, a group of judges and lawyers devoted to teaching legal professionals in federal and state court about electronic discovery.

Mr. Blood was a founding partner of the firm now known as Robbins Geller Rudman & Dowd, LLP.

Mr. Blood is admitted to practice in the state of California, as well as the U.S Supreme Court, the United States Courts of Appeal for the Second, Third, Fifth, Sixth, Seventh, Eighth, Ninth and Eleventh Circuits, and the United States District Courts for the Northern, Eastern, Central and Southern Districts of California, the Eastern and Western Districts of Arkansas, the District of Colorado, the Northern District of Illinois, and the Eastern District of Michigan. Before starting Blood Hurst & O'Reardon, Mr. Blood was a partner in Milberg Weiss Bershad Hynes & Lerach, LLP and a founding partner in the firm now known as Robbins Geller Rudman & Dowd, LLP. Mr. Blood received his Juris Doctor from George Washington University in 1990 and his Bachelor of Arts with honors in Economics from Hobart College in 1987.

**Leslie E. Hurst**

Ms. Hurst is a co-founding partner of the firm. Prior to founding the firm, Ms. Hurst was a partner in Coughlin Stoia Geller Rudman & Robbins, LLP and an associate at Milberg Weiss Bershad Hynes & Lerach, LLP.

Her practice has focused on complex class action lawsuits, including federal multi-district litigation and California Judicial Council Coordinated Proceedings, with an emphasis on consumer fraud, false advertising, and insurance cases under California's consumer protection statutes.

Ms. Hurst works in a number of practice areas, including areas focusing on cases against: (1) life insurers for misrepresenting the terms of vanishing premium life insurance; (2) auto insurers for repairs with non-OEM parts, diminished value claims, improper collection of installment service charges and breach of contract, and against auto manufacturers for sale of defective vehicles; (3) financial institutions for a variety of conduct; (4) insurance companies for race-based discrimination in the sale of small value "industrial" or "burial" insurance policies; (5) consumer goods manufacturers for false and deceptive advertising; (6) real estate developers for fraud and false advertising; and (7) improper collection and over collection of fees from residents by the City of Los Angeles.

The most recent settlements on which Ms. Hurst was instrumental include: *Adlouni v. UCLA Health Systems* (Cal. Super. Ct., Los Angeles Cnty.) (over \$25 million in free identity theft insurance in data breach case); *Austin v. Western Concrete* (S.D. Cal.) (backpay in employment case); *Serochi v. Bosa Dev.* (Cal. Super. Ct., San Diego Cnty.) (\$16.75 million settlement to condominium purchasers for square footage misrepresentations by the developer); *Chakhalyan v. City of Los Angeles* (Cal. Super. Ct., Los Angeles Cnty.) (full refunds of overcharges and a revamping of L.A. billing practices); *Hartless v. Clorox Co.* (S.D. Cal.) (nationwide settlement in excess of \$10 million that provided 100% recovery of damages to class members); *In re Enfamil LIPIL Mktg. & Sales Practices Litig.* (S.D. Fla.) (nationwide settlement in excess of \$8 million involving false advertising of infant formula); *In re Skechers Toning Shoes Prods. Liab. Litig.* (W.D. Ky.) (nationwide settlement of \$45 million); *Weight v. The Active Network, Inc.* (Cal. Super. Ct., San Diego Cnty.) (full refunds plus a multiplier); *Bransford v. City of Los Angeles* (Cal. Super. Ct., Los Angeles Cnty.) (full refunds); *Warner v. Toyota Motor Sales, U.S.A., Inc.* (C.D. Cal.) (warranty extensions, refunds and free vehicle inspections).

Ms. Hurst is also instrumental in the firm's appellate practice. She has argued before the Second, Eighth and Ninth Circuit Courts of Appeal and before California and Missouri Courts of Appeal. She obtained reversals of the trial courts in *Sonner v. Schwabe International* (9th Cir.); in *Corvello v. Wells Fargo Bank, NA* (9th Cir.), in *Goodman v. Wells Fargo Bank, NA* (Cal. 2d DCA), and in *Guerra v. San Diego Gas & Elec.* (Cal. 4th DCA). Ms. Hurst also briefs most of the firm's appeals including *Rikos v. The Procter & Gamble Co.* (6th Cir.); *In re Enfamil LIPIL Mktg. & Sales Practices Litig.* (11th Cir.); *Hartless v. Clorox Co.* (9th Cir.); *Garcia v. Sony Comput. Entm't* (9th Cir.); *Gutierrez v. Wells Fargo Bank, N.A.* (9th Cir.), various SLUSA appeals in the 2nd, 8th and 9th Circuits, and *Sonner v. Schwabe International* (9th Cir.); *Sonner*



*v. Premier Nutrition Corporation* (9th Cir.); *Heier v. Fire Ins. Exchange* (Cal. 2nd DCA); *Reed v. Dynamic Pet Products* (Mo. Ct. App.).

Between 2003 and 2005, Ms. Hurst took a sabbatical from law and moved to Sri Lanka where she worked for CARE International as the Coordinator for Strategic Planning with an emphasis on development of CARE's long-term strategic plan for the conflict-affected areas.

Ms. Hurst is admitted to practice in the state of California, as well as the United States Courts of Appeal for the Second, Sixth, Seventh, Eighth and Ninth Circuits, and the United States District Courts for the Northern, Eastern, Central and Southern Districts of California. Ms. Hurst received her Juris Doctor degree from the University of California, Hastings College of the Law in 1995. She earned her Master of Arts degree in Sociology from the University of California, Berkeley and a Bachelor of Arts degree in Sociology (*cum laude*) from the University of San Diego. Ms. Hurst is an active member of the Consumer Attorneys of San Diego, and Consumer Attorneys of California.

### **Thomas J. O'Reardon II**

Mr. O'Reardon is a co-founding partner of the firm. His practice focuses exclusively on complex class action lawsuits involving consumer fraud, insurance fraud and antitrust violations. Mr. O'Reardon received his Juris Doctor degree from the University of San Diego School of Law and his Bachelor of Arts degree in Politics from Wake Forest University. He is admitted to practice in the state of California, as well as the United States Courts of Appeal for the Sixth, Eighth and Ninth Circuits, and the United States District Courts for the Northern, Eastern, Central and Southern Districts of California and the Northern District of Illinois.

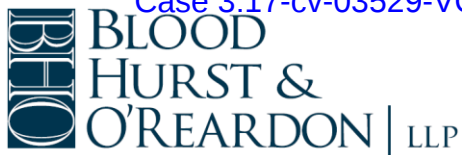
Prior to founding the firm, Mr. O'Reardon was an associate at Coughlin Stoia Geller Rudman & Robbins, LLP. There, Mr. O'Reardon worked on numerous complex class action litigation matters, including actions involving: annuity policies marketed and sold to senior citizens; insurer kickbacks known as "contingent commissions" in the property and casualty insurance brokerage industry; Sherman Act claims against the world's largest manufacturers of random access memory for computers; invasions of credit card holder's rights of privacy; false and deceptive advertising of consumer goods and wireless telephone services; automobile insurers' unlawful practices with respect to installment pay plans; and dangerous and defective products, including recalled children's toys. He was also part of the team representing the California Department of Insurance against five of the largest employee benefit insurance companies for violations relating to their failure to disclose payments of contingent commissions to brokers. As a result of the action, all five defendants agreed to sweeping changes in their disclosure practices.

Some of the actions on which Mr. O'Reardon has worked include: *Yamagata v. Reckitt Benckiser LLC* (N.D. Cal.) (certified class action involving false advertising of Move Free Advanced glucosamine and chondroitin supplement); *Mullins v. Premier Nutrition Corp.* (N.D. Cal.) (certified class action involving false advertising of Joint Juice glucosamine and chondroitin supplement); *Rikos v. The Proctor & Gamble Co.* (S.D. Ohio) (certified class action involving false advertising of P&G's Align probiotic, affirmed by the Sixth Circuit); *In re*



*Skechers Toning Shoes Prods. Liab. Litig.* (W.D. Ky.) (nationwide settlement of \$45 million involving false advertising of Skechers' Shape-ups toning shoes products); *In re Reebok Easytone Litig.* (D. Mass.) (nationwide settlement of \$25 million involving false advertising of Reebok toning footwear and apparel products); *Murr v. Capital One Bank (USA), N.A.* (E.D. Va.) (nationwide settlement in excess of \$7.3 million involving 0% APR billing practices); *Dolfo v. Bank of Am.* (S.D. Cal.) (certified class action involving mortgage modification banking practices); *Johnson v. Gen. Mills, Inc.* (C.D. Cal.) (certified class action involving false advertising of General Mills' YoPlus yogurt, which resulted in a nationwide settlement of \$8.5 million); *Fitzpatrick v. Gen. Mills, Inc.* (S.D. Fla.) (certified class action reviewed and approved by the Eleventh Circuit); *Johns v. Bayer Corp.* (S.D. Cal.) (certified class action involving false advertising of Bayer's One-A-Day multivitamins); *Godec v. Bayer Corp.* (N.D. Ohio) (certified class action involving false advertising of Bayer's One-A-Day multivitamins, which settled on a classwide basis); *Corvello v. Wells Fargo Bank, NA* (N.D. Cal.) (certified class action involving mortgage modification practices where order granting motion to dismiss was reversed by the Ninth Circuit in a published opinion); *Rosales v. FitFlop USA LLC* (S.D. Cal.) (nationwide settlement of \$5.3 million involving false advertising of toning footwear); *Blessing v. Sirius XM Radio, Inc.* (S.D.N.Y.) (nationwide settlement valued in excess of \$180 million involving monopoly price increases arising out of the merger between Sirius and XM); *In re Dynamic Random Access Memory Antitrust Litig.* (N.D. Cal.) (settlement of more than \$300 million); *In re Mattel, Inc. [Toy Lead Paint Prods. Liab. Litig.]* (C.D. Cal.) (nationwide settlement valued at over \$50 million); *Gemelas v. Dannon Co., Inc.* (N.D. Ohio) (nationwide settlement in excess of \$45 million involving false advertising of Dannon's Activia and DanActive yogurt products); *In re Enfamil LIPIL Mktg. & Sales Practices Litig.* (S.D. Fla.) (certified class action involving false advertising of infant formula, which resulted in nationwide settlement in excess of \$8 million); *Smith v. Wm. Wrigley Jr. Co.* (S.D. Fla.) (nationwide settlement in excess of \$7 million involving false advertising of Wrigley Eclipse chewing gum and mints); *Duffer v. Chattem, Inc.* (S.D. Cal.) (nationwide settlement of up to \$1.8 million involving false advertising of ACT Total Care mouthwash); *In re Enron Corp. Sec. Litig.* (S.D. Tex.) (settlements of \$7.3 billion); *AOL Time Warner Cases* (Cal. Super. Ct., Los Angeles Cnty.) (settlements of approximately \$630 million); *Morris v. CBS Broad., Inc.* (S.D.N.Y.) (nationwide settlement on behalf of purchasers of asbestos-laden children's toys); *In re Aqua Dots Prods. Liab. Litig.* (N.D. Ill.) (multidistrict litigation on behalf of purchasers of more than 4 million toxic children's toys); *Berry v. Mega Brands, Inc.* (D.N.J.) (litigation on behalf of purchasers of more than 10 million lethal children's toys); *In re Toyota Motor Cases*, (Cal. Super. Ct., Los Angeles Cnty.) (litigation on behalf of consumers who purchased vehicles subject to "sudden unintended acceleration"); and *In re Hydroxycut Mktg. and Sales Practices Litig.* (S.D. Cal.) (multidistrict litigation on behalf of purchasers of unsafe and ineffective weight-loss products, which resulted in a nationwide settlement valued in excess of \$20 million). With the exception of the *Blessing v. Sirius XM Radio, Inc.* litigation, Mr. O'Reardon and/or his firm served as court-appointed Lead or Co-Lead Counsel in each of the above-mentioned class actions. In granting final settlement approval, which included appointing Mr. O'Reardon as Class Counsel, the Court's order in the *Johnson v. Gen. Mills, Inc.* (C.D. Cal.) action states that Mr. O'Reardon is "vastly experienced" in consumer class action litigation.





Mr. O'Reardon is an active member of the Consumer Attorneys of San Diego, the Consumer Attorneys of California, and a founding member of the CAOC Young Lawyers Division. In 2014-2021, Mr. O'Reardon was named a "Super Lawyers Rising Star," a designation provided to less than 2.5 percent of lawyers in California. He has also been a member of, and contributing author for, The Sedona Conference Working Group on Electronic Document Retention and Production. Mr. O'Reardon has been an invited speaker for the University of San Diego School of Law, Consumer Attorneys of California, the Consumer Attorneys of San Diego, and the San Diego ESI Forum on topics which include complex litigation, electronic discovery, and the class action settlement process.

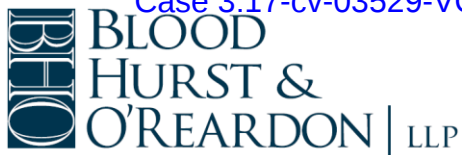
### **Paula R. Brown**

Ms. Brown is a partner with the firm. Her practice focuses on complex class action litigation, including consumer and antitrust cases in federal multi-district litigation and California Judicial Council Coordinated Proceedings. Ms. Brown has tried class action cases and is also involved in the firm's appellate practice.

Ms. Brown received her Juris Doctor degree and graduated *cum laude* from California Western School of Law in 2007 and earned her Bachelor of Arts degree in Political Science from the University of Washington in 2004. While at California Western, Ms. Brown was a member of the *California Western Law Review* and authored *Parent-Child Relationship Trumps Biology: California's Definition of Parent in the Context of Same-Sex Relationships*, 43 Cal. W. L. Rev. 235 (2006). She is admitted to practice in the state of California, as well as the United States Courts of Appeal for the Eighth and Ninth Circuits, and the United States District Courts for the Northern, Eastern, Central and Southern Districts of California and the Northern District of Illinois.

Prior to joining Blood Hurst & O'Reardon, Ms. Brown was an associate at the law firm now known as Robbins, Geller, Rudman & Dowd, LLP. While there, she represented plaintiffs in a number of complex class action litigation matters involving: price-fixing claims against the world's largest aftermarket auto lighting parts manufacturers and distributors; monopoly claims against the largest seller of portable media players; price fixing claims against containerboard manufacturers; race-discrimination claims against mortgage lenders; and false and deceptive practices in the sale of defective children's products and toys.

Some of the actions on which Ms. Brown has worked include: *In re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices, and Products Liability Litigation* (D.N.J.) (nationwide false advertising); *Mullins v. Premier Nutrition Corp.* (N.D. Cal.) (certified class action involving false advertising); *Huntzinger v. Aqua Lung America, Inc. et al.* (S.D. Cal.) (nationwide false advertising); *Medellin v. Ikea U.S. West, Inc.* (Cal Super. Ct., San Diego Cnty.) (consumer protection claims); *Serochi v. Bosa Dev.* (Cal. Super. Ct., San Diego Cnty.) (misrepresentations case); *Dennis v. Kellogg Co.* (nationwide false advertising); *In re Skechers Toning Shoes Prods. Liab. Litig.* (W.D. Ky.) (nationwide false advertising); *In re Reebok Easytone Litig.* (D. Mass.) (nationwide false advertising); *Dremak v. Urban Outfitters, Inc.* (Cal. Super. Ct., Los Angeles Cnty.) (consumer privacy); *In re Sony Gaming Networks and Customer Data Sec. Breach Litig.* (S.D. Cal.) (consumer privacy); *In re Hydroxycut Mkt. and Sales*



*Practices Litig.* (S.D. Cal.) (false advertising); *In re Apple iPod iTunes Antitrust Litig.* (N.D. Cal.) (monopoly claims); *In re Mattel, Inc. [Toy Lead Paint Prods. Liab. Litig.]* (C.D. Cal.) (nationwide sale of defective product); *In re Aftermarket Auto. Lighting Prods. Antitrust Litig.* (C.D. Cal.) (price fixing); *Payares v. JP Morgan Chase & Co.* (C.D. Cal.); *Salazar v. Greenpoint Mortg.* (N.D. Cal.); *Puella v. Citifinancial* (D. Mass.); *Morris v. CBS Broad., Inc.* (S.D.N.Y.) (defective product); *In re Aqua Dots Prods. Liab. Litig.* (N.D. Ill.) (defective product); and *Berry v. Mega Brands, Inc.* (D.N.J.) (defective product).

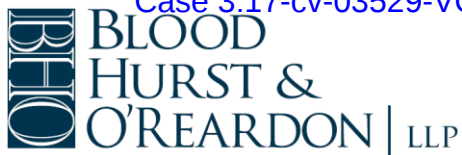
Ms. Brown is an active member of the Consumer Attorneys of San Diego, the Consumer Attorneys of California, the American Bar Association, and the American Association for Justice. In 2015, 2016, and 2017, Ms. Brown was named a “Super Lawyers Rising Star,” a designation provided to less than 2.5 percent of lawyers in California. Ms. Brown is a member of the Board of Directors of the Consumer Attorneys of California and is active in the Louis M. Welsh American Inn of Court.

### **Jennifer L. MacPherson**

Ms. MacPherson is of counsel with the firm. Her practice focuses on complex class action litigation. Ms. MacPherson received her Juris Doctor degree from the University of San Diego School of Law in 1997 with a J.D. and an L.L.M in tax and earned her Bachelor of Arts degree in International Business and Marketing from the University of Hawaii in 1994. During law school she was a summer law clerk to the Honorable Walter S. Kirimitsu (Ret.) in the Hawaii Intermediate Court of Appeals and was a research assistant to Professor C. Hugh Friedman author of *California Practice Guide: Corporations*. She is a member of the California Bar and is licensed to practice before the United States District Courts for the Central, Southern and Northern Districts of California.

For over a decade Ms. MacPherson has prosecuted class actions on behalf of consumers, policyholders, investors, employees, and medical practitioners against the nation’s largest retailers and manufacturers of consumer products, insurers of homes and automobiles, banks, and employers for violations of federal and state consumer, antitrust, securities and labor laws. During this time she has actively litigated complex class action litigation matters involving: false and deceptive advertising by one of the nation’s largest retail mall chains for selling gift cards subject to a monthly service fee in violation of state law; truth in lending claims against a national bank for suspending borrower’s home equity lines of credit; breach of contract claims against national lenders for failing to modify borrower’s home loans after successful completion of a trial period plan; product defect claims against the world’s largest manufacturers of laptops and cell phones; RICO claims against the nation’s largest health insurance companies for denying, delaying and reducing payments to health care providers nationwide; privacy claims against national pharmacies for allegedly using prescription information to conduct targeted marketing campaigns on behalf of drug companies; data breach lawsuits against national banks and retailers for failing to properly safeguard consumer’s personal information.

Some of these actions include: *Solomon v. Anthem, Inc.* (S.D. Fla.); *In re Sony VAIO Comput. Notebook Trackpad Litig.* (S.D. Cal.); *Horvath v. LG Elecs. MobileComm U.S.A., Inc.*, (S.D. Cal.); *Kazemi v. Westfield Am., Inc.* (Cal. Super. Ct., Los Angeles Cnty.); *Frost v. LG*



*Elecs. Mobilecomm U.S.A., Inc.* (Cal. Super. Ct., Los Angeles Cnty.); *Shamrell v. Apple, Inc.* (Cal. Super. Ct., Los Angeles Cnty.).

### **Craig W. Straub**

Mr. Straub is an associate with the firm. Mr. Straub's practice involves prosecuting all types of consumer fraud in complex class action litigation, with a particular focus on false advertising of consumer products as well as complex contract and intellectual property disputes between international corporations. He graduated *magna cum laude* from California Western School of Law and earned his Bachelor of Sciences degree from Texas A&M University. While at California Western School of Law, Mr. Straub received an Academic Merit Scholarship and a Wiley W. Manuel Pro Bono Services Award. Mr. Straub is a registered patent attorney with the United States Patent and Trademark Office. He brings substantial experience in complex litigation including projects at DLA Piper, Bernstein Litowitz Berger & Grossman, LLP, Cooley LLP, and other nationally recognized firms. He has been a member of the California Bar since 2007.

Mr. Straub performed significant work on behalf of Plaintiffs in the following actions: *Warner v. Toyota Motor Sales, U.S.A, Inc.* (C.D. Cal.) (\$3.4 billion settlement for owners of certain Toyota vehicles); *Mullins v. Premier Nutrition Corp.* (N.D. Cal.) (certified class action involving false advertising of Joint Juice glucosamine and chondroitin supplement); *Rikos v. The Proctor & Gamble Co.* (S.D. Ohio) (certified class action involving false advertising of P&G's Align probiotic, affirmed by the Sixth Circuit); *Terry v. JPMorgan Chase Bank, N.A* (S.D. Cal.) (\$4.3 million settlement fund for the Class alleging unfair debt collection practices); *Huntzinger v. Aqua Lung America, Inc. et al.* (S.D. Cal.) (nationwide false advertising); *Yamagata and Pelardis v. Reckitt Benckiser LLC* (N.D. Cal.) (certified class action involving false advertising of glucosamine supplement).