

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

JULIET MURPHY, individually and on
behalf of similarly situated individuals,

Plaintiff,

v.

TOYOTA MOTOR CORPORATION, et al.,

Defendant.

No.: 4:21-cv-00178

Hon. Amos L. Mazzant, III

SETTLEMENT AGREEMENT

TABLE OF CONTENTS

Section	Page
I. PROCEDURAL HISTORY	2
II. DEFINITIONS	8
III. SETTLEMENT RELIEF	16
IV. NOTICE TO THE CLASS.....	25
V. REQUESTS FOR EXCLUSION.....	31
VI. OBJECTIONS TO SETTLEMENT	32
VII. RELEASE AND WAIVER	35
VIII. ATTORNEYS' FEES, COSTS, AND EXPENSES AND CLASS REPRESENTATIVE SERVICE AWARDS	40
IX. PRELIMINARY APPROVAL ORDER, FINAL APPROVAL ORDER, FINAL JUDGMENT, AND RELATED ORDERS.....	41
X. MODIFICATION OR TERMINATION OF THIS SETTLEMENT AGREEMENT	43
XI. GENERAL MATTERS AND RESERVATIONS.....	46

TABLE OF EXHIBITS

<u>Document</u>	<u>Exhibit Number</u>
Preliminary Approval Order	1
Notice Program	2
Long Form Notice.....	3
Direct Mail Notice	4
Publication Notice.....	5
Claim Form	6
Settlement Notice Administrator’s Declaration and Notice Program.....	7
Final Approval Order.....	8
Final Judgment.....	9
Consumer Advisory 21TG01	10

WHEREAS, Class Counsel (all terms defined below) and other counsel who have appeared in the Action have conducted substantial discovery, have investigated the facts and underlying events relating to the subject matter of the Action, have retained independent automotive engineering consultants to analyze the alleged defect and potential solutions, have carefully analyzed the applicable legal principles, and have concluded, based upon their investigation and decisions issued by the Court, and taking into account the risks, uncertainties, burdens, and costs of further prosecution of the Action, and taking into account the substantial benefits to be received pursuant to this Settlement Agreement and that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of Class Representatives and the other Class Members, and treats Class Members fairly and equitably in relation to one another;

WHEREAS, Toyota, for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Action, and for the purpose of putting to rest all controversies with Class Representatives, the other Class Members, the Action, and claims that were or could have been alleged, except as otherwise set forth herein, and without any admission of liability or wrongdoing, desires to enter into this Settlement Agreement;

WHEREAS, as a result of extensive arm's length negotiations, at times with the assistance of Court-appointed mediator and Settlement Special Master Patrick A. Juneau, Class Representatives, Class Counsel, and Toyota have entered into this Settlement Agreement;

WHEREAS, Class Counsel represent and warrant that they are fully authorized to enter into this Settlement Agreement on behalf of Class Representatives, and that Class Counsel have consulted with and confirmed that all proposed Class Representatives fully support and have no objection to this Settlement Agreement; and

WHEREAS, it is agreed that this Settlement Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or local statute, regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever, by Toyota or any of the Released Parties, or of the truth or legal or factual validity or viability of any of the claims Plaintiffs have or could have or could have asserted, which claims and all liability therefore are expressly denied;

NOW, THEREFORE, without any admission or concession by Class Representatives or Class Counsel of any lack of merit to their allegations and claims, and without any admission or concession by Toyota of any liability or wrongdoing or lack of merit in its defenses, in consideration of the mutual covenants and terms contained herein, and subject to both the preliminary and final approval by the Court, Class Counsel, Class Representatives, and Toyota agree as follows:

I. PROCEDURAL HISTORY

A. On March 4, 2021, plaintiff Juliet Murphy filed a class action complaint in the United States Court for the Eastern District of Texas, *Murphy v. Toyota Motor Corporation, et al.*, Case No. 4:21-cv-00178-ALM, against defendants TEMA, TMC, TMNA, and TMS asserting claims related to Toyota's design and manufacture of the 2013-2018 Toyota RAV4 vehicles and specifically pertaining to the 12-volt battery B+ terminal. The complaint alleged that the battery defect causes a catastrophic failure of the battery leading the automobile to lose electrical power, experience vehicle stalling, and potentially causing a fire in the engine compartment. Plaintiff initially asserted claims on behalf of herself and a nationwide and statewide class for: (1) violations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.*; (2) violations of the Michigan Consumer Protection Act, Mich. Comp. Laws § 445.901, *et seq.*; (3) breach of express warranty; and (4) breach of implied warranty of merchantability.

B. On June 17, 2021, plaintiffs Ranay Flowers and Penni Lavoot filed a class action complaint in the United States District Court for the Eastern District of Texas, *Flowers et al. v. Toyota Motor Corporation, et al.*, Case No. 4:21-cv-00460-ALM, against defendants TEMA, TMC, TMNA, and TMS also asserting claims related to Toyota's design and manufacture of the 2013-2018 Toyota RAV4 vehicles and specifically pertaining to the 12-volt battery B+ terminal. The complaint alleged that the battery defect causes a failure of the battery leading the automobile to lose electrical power, experience vehicle stalling, and potentially causing a fire in the engine compartment. Plaintiffs asserted their claims on behalf of themselves and a nationwide class of other similarly situated individuals for violations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.* Plaintiffs also alleged various state claims on behalf of a California class and a Texas class.

C. On July 28, 2021, plaintiffs Murphy, Flowers, and Lavoot filed their first Unopposed Motion to Consolidate the *Murphy* action and the *Flowers* action. The plaintiffs sought to consolidate on the grounds that the actions related to the same subject matter, and both sought certification of a national class of all persons or entities in the United States who are current or former owners and/or lessees of a 2013-2018 Toyota RAV4 vehicle. Further, they argued that consolidation was appropriate because it would enhance trial court efficiency by avoiding duplication of evidence and the substantial danger of inconsistent adjudications that may result from different trials before different juries of identical claims. Judge Mazzant granted this motion to consolidate on August 2, 2021.

D. On August 4, 2021, plaintiffs Murphy, Flowers, and Lavoot filed the first amended consolidated complaint which asserts sixteen claims against TMC, TMS, TMNA, and TEMA, including state law claims. These claims included violations of the Magnusson-Moss Warranty

Act, 15 U.S.C. § 2301, *et seq.*, Michigan Consumer Protection Act, violations of the Consumer Legal Remedies Act, violations of the California False Advertising Law, and violations of the Texas Deceptive Trade Practices Act – Consumer Protection Act, among other state law claims.

E. On September 17, 2021, Plaintiffs filed a second amended complaint adding as plaintiffs Paola Guevara, a citizen of Florida; Lee Krukowski, a citizen of Illinois; Pamela Woodman, a citizen of New Hampshire; and Kris Huchteman, a citizen of Missouri. The second amended complaint asserted fourteen additional claims against Toyota bringing the total claims asserted to thirty, including state law claims. Particularly, this complaint included assertions of violations of state-specific consumer and warranty violations attributable to the residencies of the four added plaintiffs from Florida, Illinois, New Hampshire, and Missouri.

F. On February 10, 2023, the Amended Consolidated Class Action Complaint (“Amended Consolidated Complaint”), the operative complaint, added plaintiffs Melissa Willis, a citizen of Texas; Joan Larned, a citizen of Connecticut; James Charles and Angela Charles, citizens of Florida; and Maria Mora, a citizen of New Jersey. The Amended Consolidated Complaint asserts six additional claims against Toyota bringing the total claims asserted to thirty-six, including state law claims. The Amended Consolidated Complaint alleges counts similar to the prior complaint but added state-specific claims on behalf of plaintiffs residing in Connecticut and New Jersey.

G. On February 2, 2023, Jennifer Cardelli, a citizen of Illinois, filed a class action complaint against TMS in the United States District Court for the Northern District of Illinois, alleging the same battery defect as the present consolidated action. *See Cardelli v. Toyota Motor Sales U.S.A., Inc.*, Case No. 1:23- cv-00642, Dkt. No. 1.

H. On July 17, 2023, Plaintiffs deposed Brad Kilwy, a supervisor for TMS. On July 18, 2023, Plaintiffs deposed Brent Beard, a product engineer for TMS.

I. On July 18, 2023, Plaintiffs filed a motion for a proposed joint stipulation seeking to add Jennifer Cardelli and Nicole Sylva, a Texas citizen, to the Action. Plaintiff Joan Larned passed away in March of 2023; her estate did not wish to maintain her claims and sought voluntary dismissal of her claims without prejudice. Subsequently, on July 27, 2023, the Court issued an Order adding Jennifer Cardelli and Nicole Sylva as plaintiffs and dismissing plaintiff Joan Larned's claims without prejudice. The Court also ordered that Plaintiffs were not required to file a further amended complaint, and Defendants' operative answers (Dkt. Nos. 83-86) were deemed sufficient to respond.

J. On July 26, 2023, Plaintiffs deposed Cory Hoffman, a manager of TMNA. On July 27, 2023, Plaintiffs deposed the corporate designee of TMNA, TMS and TEMA. On July 28, Plaintiffs deposed Shaun Austin, a manager of TMNA.

K. On August 14, 2023, Plaintiffs moved for class certification pursuant to Federal Rule of Civil Procedure 23. Plaintiffs sought a nationwide class for claims under the Magnuson-Moss Warranty Act for all current or former owners or lessees of a putative class vehicle. Additionally, Plaintiffs moved to certify a number of subclasses including:

- a. A nationwide sub-class for claims under the Magnuson-Moss Warranty Act of all current or former owners or lessees of a putative class vehicle that experienced a thermal event in the battery area of the engine compartment;
- b. A Texas sub-class for claims under the Texas Deceptive Trade Practices Act breach of implied warranty and fraudulent concealment of all current or former owners or

lessees of a putative class vehicle residing in the state of Texas or who purchased or leased in the State of Texas;

- c. A California sub-class for claims under various consumer protection statutes, breach of implied warranty, fraudulent concealment, and for violations of the Song-Beverly Act of all current or former owners or lessees of a putative class vehicle residing in the state of California or who purchased or leased in the State of California;
- d. A Florida sub-class for claims under the Florida Deceptive and Unfair Trade Practices Act and breach of implied warranty of all current or former owners or lessees of a putative class vehicle residing in the state of Florida or who purchased or leased in the State of Florida;
- e. An Illinois sub-class for claims under the Illinois Consumer Fraud and Deceptive Business Practices Act and breach of implied warranty of all current or former owners or lessees of a putative class vehicle residing in the state of Illinois or who purchased or leased in the State of Illinois;
- f. A Michigan sub-class for claims under the Michigan Consumer Protection Act and breach of implied warranty of merchantability of all current or former owners or lessees of a putative class vehicle residing in the state of Michigan or who purchased or leased in the State of Michigan;
- g. A Missouri sub-class certified for claims under the Missouri Merchandising Practices Act and breach of implied warranty of all current or former owners or lessees of a putative class vehicle residing in the state of Missouri or who purchased or leased in the State of Missouri;

- h. A New Hampshire sub-class for claims under the New Hampshire Consumer Protection Act and breach of implied warranty of all current or former owners or lessees of a putative class vehicle residing in the state of New Hampshire or who purchased or leased in the State of New Hampshire; and
- i. A New Jersey sub-class certified for claims under the New Jersey Consumer Fraud Act and breach of implied warranty of all current or former owners or lessees of a putative class vehicle residing in the state of New Jersey or who purchased or leased in the State of New Jersey.

L. In support of their motion for class certification, Plaintiffs produced the reports of multiple experts, which among other things, described in detail the alleged defects with the battery retention system in the putative class vehicles.

M. Prior to Toyota responding to Plaintiffs' Motion to Certify Class and before the Court issued an Order on Plaintiffs' for Motion to Certify Class, the Parties filed a Joint Motion to Stay Case Deadlines on August 31, 2023, to evaluate potential resolution between the parties. The Court granted the Joint Motion to Stay Case Deadlines on September 8, 2023, staying the matter until November 7, 2023.

N. On November 1, 2023, Toyota issued a recall on approximately 1.85 million model year 2013-2018 RAV4 vehicles. Toyota notified all owners of the Recall by December 31, 2023. The Recall will replace all affected battery clamp sub-assembly, battery tray, and positive terminal cover with improved ones at no cost to owners.

O. On November 6, 2023, the Parties filed a Joint Motion to Extend Stay of Case Deadlines, which the Court granted on November 7, 2023, continuing the Action until and including February 2, 2024, to further evaluate potential resolution of the Action.

P. In December 2023 and January 2024, Plaintiffs conducted confirmatory discovery regarding the Recall, including expert analysis by Plaintiffs' independent engineering consultant.

Q. On February 1, 2024, the Parties filed a Joint Motion to Set a Preliminary Approval Hearing. On February 2, 2024, the Court granted the motion, setting the preliminary approval hearing for April 11, 2024, and extending the stay until the hearing.

R. On February 1, 2024, the Parties also filed a joint motion to appoint Patrick A. Juneau as the Settlement Special Master in the Action. The Court granted the motion on February 2, 2024.

II. DEFINITIONS

A. As used in this Settlement Agreement and the attached exhibits (which are an integral part of this Settlement Agreement and are incorporated herein in their entirety by reference), the following terms have the following meanings, unless this Settlement Agreement specifically provides otherwise:

1. "Action" means *Murphy v. Toyota Motor Corporation, et al.*, Case No. 4:21-cv-00178-ALM (E.D. Tex.), and all cases consolidated therein.

2. "Agreement" or "Settlement Agreement" means this Settlement Agreement and the exhibits attached hereto or incorporated herein, including any subsequent amendments and any exhibits to such amendments, which are, collectively, the settlement (the "Settlement").

3. "Amended Consolidated Complaint" means the Amended Consolidated Class Action Complaint, ECF Doc. 75, filed in this Court on February 10, 2023, as amended by the Court's July 27, 2023 Order.

4. "Attorneys' Fees, Costs, and Expenses" means such funds as may be awarded by the Court to compensate Class Counsel and other attorneys representing Plaintiffs in this Action who have assisted in conferring the benefits upon the Class under this Settlement for

their fees, costs, and expenses in connection with the Settlement, as described in Section VIII of this Settlement Agreement.

5. “Battery Reimbursement Claim” means the claim of a Class Member or his or her or its representative for reimbursement as part of the Battery Reimbursement Program submitted on a Claim Form as provided in this Settlement Agreement.

6. “Claim” means the claim of a Class Member or his or her or their or its representative for reimbursement as part of the Battery Replacement Reimbursement Program, Unreimbursed Out-of-Pocket Repair/Replacement Expense Program, or Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program submitted on a Claim Form as provided in this Settlement Agreement.

7. “Claimant” means a Class Member who has submitted a Claim Form for reimbursement as part of the Battery Replacement Reimbursement Program, Unreimbursed Out-of-Pocket Expense Reimbursement Program, and/or Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program.

8. “Claim Form” means the document in substantially the same form as Exhibit 1 attached to this Settlement Agreement by which a Claim shall be submitted for reimbursement as part of the Battery Replacement Reimbursement Program, Unreimbursed Out-of-Pocket Expense Program and/or Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program.

9. “Claims Process” means the process for submitting, reviewing, and, as warranted, paying Claims as described in Section III.F., below, of this Settlement Agreement, and as further determined by the Settlement Claims Administrator.

10. “Class” means, for settlement purposes only, all individuals or legal entities who, at any time as of the occurrence of the Initial Notice Date, own(ed), purchase(d), or lease(d) Subject Vehicles in any of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions. Excluded from the Class are: (a) Toyota, its officers, directors and employees; (b) Plaintiffs’ Counsel; and (c) the Court and associated court staff assigned to this case and their immediate family members. In addition, persons or entities are not Class Members once they timely and properly exclude themselves from the Class, as provided in this Settlement Agreement, and once the exclusion request is finally approved by the Court.

11. “Class Counsel” means Kimberly A. Justice of Freed Kanner London & Millen LLC; David C. Wright of McCune Law Group APC; Todd A. Walburg of Bailey & Glasser LLP; and Bruce W. Steckler of Steckler Wayne Cherry & Love PLLC.

12. “Class Member(s)” means a member of the Class.

13. “Class Representatives” or “Plaintiffs” means Juliet Murphy, Penni Lavoot, Ranay Flowers, Paola Guevara, James Charles, Angela Charles, Jennifer Cardelli, Pamela Woodman, Kris Huchteman, Melissa Willis, Maria Mora, and Nicole Sylva.¹

14. “Court” means Judge Amos L. Mazzant, III of the United States District Court for the Eastern District of Texas.

15. “Defendant” means Toyota.

16. “Direct Mail Notice” means the individual notice, substantially in the form as attached hereto as Exhibit 4, sent to Class Members by the Settlement Notice Administrator as provided in Section IV.B, below, of this Settlement Agreement.

¹ As of the execution of the Agreement, Lee Krukowski, previously identified as a potential class representative, was unreachable and has not executed the Settlement Agreement. *See* Affidavit of Greg Coleman, dated March 28, 2024, and p. 55 of this Settlement Agreement. Should Mr. Krukowski execute the Settlement Agreement prior to the Preliminary Approval Hearing, the Parties agree the Court should grant him the same benefits the Court will award the other Class Representatives.

17. “Fairness Hearing” means the hearing for the purposes of the Court determining whether to approve this Settlement Agreement as fair, reasonable, and adequate, and to award Attorneys’ Fees, Costs and Expenses and Class Representative service awards.

18. “Final Effective Date” means the latest date on which the Final Approval Order and/or Final Judgment approving this Settlement Agreement becomes final. For purposes of this Settlement Agreement:

1. if no appeal has been taken from the Final Approval Order and/or Final Judgment, “Final Effective Date” means the date on which the time to appeal therefrom has expired; or

2. if any appeal has been taken from the Final Approval Order and/or Final Judgment, “Final Effective Date” means the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing *en banc*, and petitions for certiorari or any other form of review, have been finally disposed of in a manner that affirms the Final Approval Order or Final Judgment; or

3. subject to Court approval, if Class Counsel and Toyota agree in writing, for purposes of fulfilling the terms of the Settlement Agreement, the “Final Effective Date” can occur on any other agreed date.

4. For clarity, neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times.

19. “Final Approval Order” means the Court’s order approving the Settlement Agreement and awarding Attorneys’ Fees, Costs and Expenses and Class Representative service

awards, which is to be on terms substantially consistent with this Agreement. A proposed form is attached hereto as Exhibit 8.

20. “Final Judgment” means the Court’s final judgment, which is to be on terms substantially consistent with this Agreement. A proposed form is attached hereto as Exhibit 9.

21. “Initial Notice Date” means the date on which the notice is first disseminated by the Settlement Notice Administrator to the Class.

22. “Long Form Notice” means the Long Form Notice substantially in the form attached hereto as Exhibit 3 that shall be available to Class Members as provided in Section IV.E., below, of this Settlement Agreement.

23. “Notice Program” means the notice plan attached hereto as Exhibit 2 and the plans and methods set forth in Section IV, below, of this Settlement Agreement.

24. “Opt-Out Deadline” means the date specified by the Court in the Preliminary Approval Order.

25. “Out-of-Pocket Claim” means the claim of a Class Member or his or her or its representative for reimbursement as part of the Battery Replacement Reimbursement Program, Unreimbursed Out-of-Pocket Expense Reimbursement Program, and/or Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program submitted on a Claim Form as provided in this Settlement Agreement. The amount reimbursed is limited to the actual unreimbursed out-of-pocket expense actually incurred by the Class Member. For the avoidance of doubt, where a claim was made pursuant to a Class Member’s insurance policy, reimbursement is limited to the deductible actually paid by the Class Member.

26. “Parties” means Plaintiffs and Toyota, collectively, as each of those terms is defined in this Settlement Agreement.

27. “Plaintiffs’ Counsel” means counsel for Plaintiffs in the Action including Kimberly A. Justice, Jonathan M. Jagher, and Douglas A. Millen of Freed Kanner London & Millen LLC; Richard D. McCune, David C. Wright, Steven A. Haskins and Mark I. Richards of McCune Law Group APC; Thomas B. Bennett and Todd A. Walburg of Bailey & Glasser, LLP; Bruce W. Steckler and Austin P. Smith of Steckler Wayne & Love PLLC; Peter A. Muhic of Muhic Law LLC; Katrina Carroll and Edwin J. Kilpela of Lynch Carpenter, LLP; Greg Coleman and Ryan P. McMillan of Milberg Coleman Bryson Phillips Grossman LLP; John G. Emerson of Emerson Firm, PLLC; Tarek H. Zohdy of Capstone Law APC; Russell D. Paul, Abigail Gertner, and Amey J. Park of Berger Montague PC; Timothy G. Blood and Paula R. Brown of Blood Hurst & O’Reardon, LLP; and Ben Barnow and Anthony L. Parkhill of Barnow & Associates, PC.

28. “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the settlement as outlined in Section IX, below, and to be substantially consistent with this Agreement. A proposed form is attached hereto as Exhibit 1.

29. “Publication Notice” means the notice substantially in the form attached hereto as Exhibit 5.

30. “Recall” means Toyota’s recall of the Subject Vehicles, namely, Toyota’s Recall 23V-734 submitted to NHTSA on or about November 01, 2023.

31. “Recall Remedy” means the relief provided by the Recall, including the replacement of the battery clamp sub-assembly, battery tray, and positive terminal cover with improved ones at no cost to owners.

32. “Release” means the release and waiver set forth in Section VII, below, of this Settlement Agreement and in the Final Judgment and Final Approval Order.

33. “Released Parties” or “Released Party” means any Toyota entity, including, but not limited to, TMC, TMNA, TMS, TEMA and each of their past, present, and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, including the Toyota Dealers, representatives, suppliers, vendors, advertisers, marketers, service providers, distributors and subdistributors, repairers, agents, attorneys, insurers, administrators, and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein.

34. “Salvaged Vehicle” means a vehicle for which the title, at any point, was transferred to a salvage yard, junkyard, wreckage facility, or similar entity.

35. “Settlement Claims Administrator” shall mean Patrick A. Juneau and Patrick Hron of Juneau David, APLC, agreed to by the Parties and submitted to the Court for appointment.

36. “Settlement Notice Administrator” means the Court-appointed third-party agent or administrator agreed to by the Parties and submitted to the Court for appointment to implement the Notice Program and address the Claims Process. The Parties agree that Epiq Systems shall serve as Settlement Notice Administrator, subject to approval by the Court.

37. “Settlement Special Master” means Patrick A. Juneau, appointed by the Court by Order dated February 2, 2024, to serve as Settlement Special Master to administer, coordinate and preside over all Settlement-related proceedings.

38. “Subject Vehicles” means 2013-2018 RAV4 vehicles, which were identified as part of the Recall. Note: hybrid vehicles are not included in the Recall or this Settlement.

39. “Supporting Documentation” means evidence supporting a Claim for reimbursement as part of the Out-of-Pocket Claims Process such as proof of ownership/lease of a Subject Vehicle, a receipt, invoice, credit card statement, canceled check, an associated towing or rental car rental expense, an associated damage related to the battery hold-down assembly unit, and other reasonable and practicable evidence as may be accepted by the Settlement Claims Administrator in consultation with Class Counsel and Toyota’s Counsel.

40. “TEMA” means Toyota Motor Engineering & Manufacturing North America, Inc.

41. “TMC” means Toyota Motor Corporation.

42. “TMNA” means Toyota Motor North America, Inc.

43. “TMS” means Toyota Motor Sales, U.S.A., Inc.

44. “Toyota” means, collectively, TMC, TMNA, TEMA, and TMS.

45. “Toyota Dealers” means authorized Toyota dealers in the United States and all of its territories and possessions.

46. “Toyota’s Counsel” means King & Spalding LLP and Gibson, Dunn & Crutcher LLP.

47. “Unique Thermal Event” means any thermal events, including fire events, caused by a short circuit in the battery assembly unit.

B. Other capitalized terms used in this Settlement Agreement but not defined in this Section shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

C. The terms “he or she” and “his or her” include “them,” “their,” “it,” or “its,” where applicable.

III. SETTLEMENT RELIEF

In consideration for the dismissal of the Action with prejudice, as contemplated in this Settlement Agreement, and for the full and complete Release, Final Judgment, and Final Approval Order, as further specified herein, Toyota shall provide the relief specified in this Section. The costs and expenses associated with providing the relief and otherwise implementing the relief specified in this Section III of this Settlement Agreement shall be provided by Toyota.

A. Customer Support Program

1. Toyota will offer the Customer Support Program (“CSP”) to all Class Members. The rights under the CSP are transferred with the Subject Vehicle.

2. The CSP will consist of: (a) the Inspection Program (Section III.B.); (b) the Battery Replacement Reimbursement Program (Section III.C.); (c) the Unreimbursed Out-of-Pocket Repair/Reimbursement Expense Reimbursement Program (Section III.D.); and (d) the Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program (Section III.E.).

3. Implementation of all of the elements of the CSP must begin no later than thirty (30) days after the Final Effective Date. However, after the issuance of the Preliminary Approval Order signed by the Court, Toyota may, in its sole discretion, implement any part of the CSP in advance of the required deadlines.

4. Salvaged Vehicles, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for the CSP.

B. Inspection Program

1. Toyota Dealers will perform an inspection of the Subject Vehicle to confirm that the Subject Vehicle’s battery is the correct size. If certain components used to secure the battery in place are found to be damaged or missing during this inspection, such components will be replaced at no cost to the Class Member, as long as the correct size battery is installed at the

time of the inspection. Repairs will not be made to fix any damage caused by a collision involving the Subject Vehicle.

2. Class Members' Subject Vehicles may participate in the Inspection Program if:

(a) The Subject Vehicle had not previously been inspected by a Toyota Dealer as part of the Consumer Advisory 21TG01, attached as Exhibit 10 ("Consumer Advisory"); or

(b) The Subject Vehicle had previously been inspected by a Toyota Dealer as part of the Consumer Advisory, but the Class Member who currently owns or leases the Subject Vehicle requests that a second inspection be performed.

3. The Inspection Program shall be available from the Initial Notice Date, until the Recall Remedy is made available to the Class Member.

C. **Battery Replacement Reimbursement Program**

1. Class Members may submit a Claim for a partial reimbursement to replace a Group 26R battery with a Group 35 battery in a Subject Vehicle. The amount of reimbursement will be as follows:

(a) For Class Members that already received a \$32 discount pursuant to the Consumer Advisory, the Class Member may submit a claim to receive an additional \$43 reimbursement.

(b) For Class Members that purchased a battery prior to the Initial Notice Date but had not received a \$32 discount pursuant to Consumer Advisory 21TG01, the Class Member may submit a claim to receive a \$75 reimbursement.

(c) For Class Members that purchase a battery at a Toyota Dealer after the Initial Notice Date, the Class Member may submit a claim to receive a \$75 reimbursement.

2. Class Members that have not previously received a discount pursuant to the Consumer Advisory and purchase a battery after the Initial Notice Date from a source other than a Toyota Dealer will not be eligible for reimbursement.

3. Class Members may submit claims under the Battery Replacement Reimbursement Program within one year following the Initial Notice Date.

4. Claims made under the Battery Reimbursement Program must be submitted and will be reviewed and paid in accordance with the Claims Process, Section III.F., below.

D. **Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program**

1. Class Members may submit Out-of-Pocket Claims for reimbursement for (i) unreimbursed repairs or parts replacements of the battery hold-down assembly of the Subject Vehicle and (ii) related reasonable rental and/or towing expenses.

2. Expenses for Claims submitted as part of the Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program must have been incurred prior to the Initial Notice Date.

3. Claims for the Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program must be submitted by December 1, 2024 and will be reviewed and paid in accordance with the Claims Process, Section III.F., below.

4. Expenses that are not the result of the alleged defect to the Subject Vehicle's battery hold-down assembly, but rather are the result of collision, misuse and/or abuse will not be eligible for reimbursement under this Section III.D.

E. **Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program**

1. Class Members may submit Out-of-Pocket Claims for reimbursement for (i) unreimbursed out-of-pocket damages to the Subject Vehicle and/or property damage caused by a Unique Thermal Event caused by the alleged defect to the Subject Vehicle's battery hold-down assembly and (ii) related reasonable rental and/or towing expenses.

2. The amount reimbursed for a Claim is limited to the actual unreimbursed out-of-pocket expense actually incurred by the Class Member. For the avoidance of doubt, where a Claim was made pursuant to a Class Member's insurance policy, reimbursement is limited to the deductible actually paid by the Class Member.

3. Expenses for claims submitted as part of the Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program must have been incurred within a year following the Initial Notice Date or 30 days after the Recall Remedy is available to the Class Member, whichever is earlier.

4. Claims for the Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program must be submitted by July 1, 2025 and will be reviewed and paid in accordance with the Claims Process, Section III.F., below.

5. Expenses that are not the result of the alleged defect to the Subject Vehicle's battery hold-down assembly, but rather are the result of collision, misuse, and/or abuse will not be eligible for reimbursement under this Section III.E.

F. **Claims Process**

1. Class Members shall be eligible for the relief in this Section, if Class Members: (a) complete and timely submit Claim Forms, with Supporting Documentation, to the Settlement Claims Administrator pursuant to the deadlines specified in Sections III.C., III.D, and

III.E, above; (b) have Claims that are eligible for reimbursement; and (c) do not opt out of the settlement. The Claim Form shall be available on the settlement website and can be submitted in either hard-copy or online. Claims must be submitted with Supporting Documentation.

2. The Settlement Notice Administrator shall receive the Claims, whether submitted electronically via the settlement website or in paper copy, and the Settlement Claims Administrator shall administer the review and processing of Claims. The Settlement Notice Administrator shall have the authority to determine whether Claim Forms submitted by Class Members are complete and timely.

3. If the Settlement Notice Administrator determines that a Claim is procedurally deficient, the Settlement Notice Administrator shall mail a notice of deficiency letter to the Class Member and email notice to the Class Member if an email address was provided, requesting that the Class Member complete and/or correct the deficiencies and resubmit the Claim Form within sixty (60) days of the date of the letter and/or e-mail from the Settlement Notice Administrator. If the Class Member fails to timely provide the requested documentation or information, then the Settlement Notice Administrator shall mail an appeal letter to the Class Member, and email notice to the Class Member if an email address was provided, stating that no response has been received to the deficiency letter and that the Class Member can disagree with the Settlement Notice Administrator's determination that the Claim is procedurally deficient and/or provide additional documentation or information.

(a) If no response is received within sixty (60) days of the date of the letter and/or e-mail from the Settlement Notice Administrator, then the Class Member's Claim shall be closed, and the Class Member shall not be eligible for reimbursement of any out-of-pocket expense in accordance with this Section.

(b) If a response is received within sixty (60) days of the date of the letter and/or e-mail from the Settlement Notice Administrator, then the Settlement Notice Administrator shall review the response. If the Settlement Notice Administrator determines that the deficiency in the Claim has been rectified, shall submit the Claim to the Settlement Claims Administrator in accordance with Section III.F.4. below. If the Settlement Notice Administrator determines that the claim continues to be procedurally deficient, then the Settlement Notice Administrator shall mail a letter to the Class Member, and email notice to the Class Member if an email address was provided, indicating that the Class Member's Claim has been denied because it is procedurally deficient.

4. The Settlement Notice Administrator shall promptly provide complete and timely Claims to the Settlement Claims Administrator for review and determination of relief. The Settlement Claims Administrator shall use reasonable efforts to complete their review of complete and timely Claims within ninety (90) days of receipt. The Settlement Claims Administrator's review period for submitted Claims shall not be required to commence any earlier than ninety (90) days after the occurrence of the Final Effective Date.

(a) If accepted for payment, the Settlement Claims Administrator shall pay the Claim of the Class Member and shall use reasonable efforts to pay timely, valid, and approved Claims within sixty (60) days after approval of the Claim and the date of Final Effective Date. Toyota shall provide funds to be distributed by the Settlement Claims Administrator as they are requested.

(b) If the Claim is rejected for payment, in whole or in part, the Settlement Claims Administrator shall notify the Settlement Notice Administrator.

The Settlement Notice Administrator shall mail an appeal letter to the Class Member, and email notice to the Class Member if an email address was provided, stating that the Settlement Claims Administrator has determined that the Class Member's Claim, or part of it, is not eligible for payment, that the Class Member can disagree with the determination, and that the Class Member may provide additional documentation or information if they wish to contest the determination of ineligibility within sixty (60) days.

(i) If no response is received with sixty (60) days of the date of the letter and/or e-mail from the Settlement Notice Administrator, then the Class Member's Claim shall be closed, and the Class Member shall not be eligible for reimbursement of any out-of-pocket expense in accordance with this Section.

(ii) If a response is received with sixty (60) days of the date of the letter and/or e-mail from the Settlement Notice Administrator, then the Settlement Claims Administrator shall review the response. If the Settlement Claims Administrator determines that the Class Member's Claim, or any part of it, is eligible for reimbursement, then payment shall be made in accordance with Section III.F.4.a. If the Settlement Claims Administrator determines that the Class Member's Claim, or any part of it, continues to be ineligible for Payment, the Settlement Claims Administrator shall direct the Settlement Notice Administrator to mail a notice of rejection letter to the Class Member and email notice to the Class member if an e-mail address was provided.

(c) If the Claim is rejected because it is procedurally deficient pursuant to Section III.F.3 or it is rejected for payment, in whole or in part, pursuant to Section III.F.4.b the Settlement Notice Administrator and/or the Settlement Claims Administrator shall notify Class Counsel and Toyota's Counsel of said rejection of Class Member's Claim and the reason(s) why within sixty (60) days of the rejection.

(d) The decisions of the Settlement Notice Administrator and the Settlement Claims Administrator shall be final; provided, however, that Class Counsel and Toyota's Counsel may meet and confer to resolve any denied Claims. If Class Counsel and Toyota's Counsel jointly recommend payment of the rejected Claims or payment of a reduced claim amount, then Toyota's Counsel shall inform the Settlement Claims Administrator, who shall instruct Toyota to pay said Claims and the Settlement Notice Administrator to mail a letter to the Class Member, and email notice to the Class member if an e-mail address was provided, notifying them that the Class Member's Claim, or part of it, will be paid.

5. Nothing in this Section limits the right of Toyota, in its sole discretion, to approve all Battery Reimbursement Claims and/or Out-of-Pocket Claims without review by the Settlement Claims Administrator.

6. The Settlement Claims Administrator shall direct the Settlement Notice Administrator to provide status reports to Class Counsel and Toyota's Counsel every six (6) months until the distribution of the last reimbursement check, including copies of all rejection notices. Any Class Member whose Claim is rejected in full shall not receive any payment for the Claim submitted and shall, in all other respects, be bound by the terms of the Settlement Agreement and by the Final Approval Order and Final Judgment entered in the Action. Similarly, any Class

Member whose Claim is approved in part and rejected in part shall not receive any payment for that portion of the Claim that is rejected and shall, in all other respects, be bound by the terms of the Settlement Agreement and by the Final Approval Order and Final Judgment entered in the Action.

7. No person shall have any claim against Toyota, the Settlement Claims Administrator, the Settlement Special Master, Class Representatives, the Class, Plaintiffs' Counsel, Class Counsel, Toyota's Counsel, or the Settlement Notice Administrator based on any eligibility determinations.

8. For any checks that are uncashed by Class Members after ninety (90) days, the Settlement Notice Administrator shall seek to contact the Class Members with the uncashed checks and have them promptly cash the checks, including, but not limited to, by reissuing checks. If the Settlement Notice Administrator is not successful at getting Class Members to cash a check within six (6) months of the issuance of the check, the amount of the check will revert to Toyota.

G. **Duties of the Settlement Claims Administrator**

1. The Settlement Claims Administrator shall carry out the terms and conditions of the Claims Process in this Agreement. The Settlement Claims Administrator shall be responsible for, without limitation: (a) timely and efficiently coordinating with the Settlement Notice Administrator regarding the transfer, receipt and review of the Battery Reimbursement Claims and/or Out-of-Pocket Claims from Claimants; (b) reviewing the Battery Reimbursement Claims and/or Out-of-Pocket Claims; (c) determining whether additional information is needed to process the Battery Reimbursement Claims and/or Out-of-Pocket Claims and instructing the Settlement Notice Administrator to inform the Claimants of said requests; (d) determining if the Battery Reimbursement Claims and/or Out-of-Pocket Claims are valid and entitled to relief; (e) providing a chart of relief awards, if any, for the Battery Reimbursement Claims and/or Out-of-Pocket Claims

received by the Settlement Claims Administrator to the Settlement Notice Administrator; (f) providing such other information that is reasonably requested by the Settlement Notice Administrator and/or the Parties; (g) coordinating with the Parties and the Settlement Notice Administrator to address and resolve issues regarding out-of-pocket reimbursement denials; and (h) coordinating with the Parties, the Settlement Notice Administrator and the Settlement Special Master to address and resolve issues regarding any disputes by Class Member relating to the denial of any benefits under this Settlement.

2. If the Settlement Claims Administrator makes a material or fraudulent misrepresentation to any Party, conceals requested material information, or fails to perform adequately on behalf of Toyota or the Class, the Parties may agree to remove the Settlement Claims Administrator. Disputes regarding the retention or dismissal of the Settlement Claims Administrator shall be referred to the Court for resolution.

3. The Settlement Claims Administrator shall maintain staffing sufficient to perform all duties delegated to the Settlement Claims Administrator in this Settlement Agreement and shall appoint a designated staff member to act as liaison with Class Counsel and Toyota's Counsel.

4. In the event of a communication sent by a Class Member that should have been properly sent to the Settlement Special Master and/or the Party(ies), the Settlement Special Master and the Parties, through their respective counsel, shall promptly, after receipt, provide copies of any correspondence to each other that should properly be delivered to the Settlement Special Master and/or counsel for the other Party.

IV. NOTICE TO THE CLASS

A. Class Notice

1. Class Notice will be accomplished through a combination of Direct Mail Notice, Publication Notice, notice through the settlement website, Long Form Notice, social media notice,

and such other notice as Class Counsel or Toyota, through Toyota's Counsel, believes is required by Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution, and all other applicable statutes, laws and rules, including those described below, as well as those in the Preliminary Approval Order, the Declaration of the Settlement Notice Administrator and the Notice Program (attached hereto as Exhibits 2 and 7), and this Settlement Agreement. The Notice Program shall be carried out in substantially the manner provided in this Settlement Agreement. The costs of the Notice Program, including disseminating the notice and otherwise implementing the notice specified in this Section IV of this Settlement Agreement, shall be paid by Toyota.

B. Direct Mail Notice

1. Consistent with the timeline specified in the Preliminary Approval Order, the Settlement Notice Administrator shall send the Direct Mail Notice, substantially in the form attached hereto as Exhibit 4, by e-mail where a valid Class Member e-mail address is available, or U.S. Mail, proper postage prepaid, to the current and former registered owners of Subject Vehicles, as identified by data to be forwarded to the Settlement Notice Administrator by IHS Markit, now part of S&P Global. The Direct Mail Notice shall inform those persons of how to obtain the Long Form Notice via the settlement website, via regular mail or via a toll-free telephone number, pursuant to Sections IV.D. through IV.F., below. In addition, the Settlement Notice Administrator shall: (a) send a Direct Mail Notice to any Class Member who was initially sent a Direct Mail Notice by e-mail and was subsequently determined to be undeliverable; (b) re-mail any notices returned by the United States Postal Service with a forwarding address; (c) by itself or using one or more address research firms, as soon as practicable following receipt of any returned notices that do not include a forwarding address, research such returned mail for better addresses and promptly mail copies of the applicable notice to any updated addresses so found.

2. The QR code associated with the Direct Mail Notice shall remain active and the link associated with the QR code shall be maintained in proper working order by the Settlement Notice Administrator for the duration of the Customer Support Program.

C. **Publication Notice**

1. Consistent with the timeline specified in the Preliminary Approval Order, the Settlement Notice Administrator shall cause the publication of the Publication Notice, as described in the Notice Program, in such additional newspapers, magazines, and/or other media outlets as shall be agreed upon by the Parties. The form of the Publication Notice agreed upon by the Parties is in the form substantially similar to the one attached to the Agreement as Exhibit 5.

D. **Settlement Website**

1. The Settlement Notice Administrator shall establish a settlement website that will inform Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The website shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Court, including, but not limited to, the Settlement Agreement, the Publication Notice, Frequently Asked Questions and Answers, and Court documents that may be of interest to most Class Members.

E. **Long Form Notice**

1. **Contents of Long Form Notice.**

The Long Form Notice shall be in a form substantially similar to the document attached to this Settlement Agreement as Exhibit 3, and shall advise Class Members of the following:

1. **General Terms:** The Long Form Notice shall contain a plain and concise description of the nature of the Action, the history of the Action, the

preliminary certification of the Class for settlement purposes, and the Settlement Agreement, including information on the identity of Class Members, how the Settlement Agreement would provide relief to the Class and Class Members, the Release under the Settlement Agreement, and other relevant terms and conditions.

2. Opt-Out Rights: The Long Form Notice shall inform Class Members that they have the right to opt out of the settlement. The Long Form Notice shall provide the deadlines and procedures for exercising this right.

3. Objection to Settlement: The Long Form Notice shall inform Class Members of their right to object to the Settlement Agreement, the requested award of Attorneys' Fees, Costs and Expenses, and/or the requested Class Representative service awards, and to appear at the Fairness Hearing. The Long Form Notice shall provide the deadlines and procedures for exercising these rights.

4. Fees and Expenses: The Long Form Notice shall inform Class Members about the amounts being sought by Class Counsel as Attorneys' Fees, Costs and Expenses and individual awards to Class Representatives, and shall explain that Defendant will pay the fees and expenses awarded to Class Counsel and individual awards to Class Representatives in addition to amounts being made available for relief to Class Members by this Settlement Agreement.

2. Dissemination of Long Form Notice.

The Long Form Notice shall be available on the settlement website. The Settlement Notice Administrator shall send, via first-class mail, the Long Form Notice to those persons who request it in writing or through the toll-free telephone number.

F. **Toll-Free Telephone Number**

The Settlement Notice Administrator shall establish a toll-free telephone number that will provide settlement-related information to Class Members.

G. **Internet Banner Notifications**

The Settlement Notice Administrator shall, pursuant to the Parties' agreement, establish banner notifications on the internet and a social media program that will provide settlement-related information to Class Members and shall utilize additional internet-based notice efforts as to be agreed to by the Parties.

H. **Class Action Fairness Act Notice**

The Settlement Notice Administrator shall send to each appropriate State and Federal official, the materials specified in 28 U.S.C. § 1715, and shall otherwise comply with its terms. The identities of such officials and the content of the materials shall be mutually agreeable to the Parties and in all respects comport with statutory obligations.

I. **Duties of the Settlement Notice Administrator**

1. The Settlement Notice Administrator shall be responsible for, without limitation: (a) printing, mailing or arranging for the mailing of the Direct Mail Notice; (b) handling returned mail not delivered to Class Members; (c) attempting to obtain updated address information for any Direct Mail Notices returned without a forwarding address; (d) making any additional mailings required under the terms of this Settlement Agreement; (e) responding to requests for Long Form Notice; (f) receiving and maintaining on behalf of the Court any Class

Member correspondence regarding requests for exclusion and/or objections to the Settlement Agreement; (g) forwarding written inquiries to Class Counsel or their designee for a response, if warranted; (h) establishing a post-office box for the receipt of any correspondence; (i) responding to requests from Class Counsel and Toyota's Counsel; (j) establishing and maintaining a website and toll-free voice response unit with message capabilities to which Class Members may refer for information about the Action and the Settlement Agreement; (k) otherwise implementing and/or assisting with the dissemination of the notice of the Settlement Agreement; (l) coordinating with the Settlement Claims Administrator regarding the forwarding of Claims for reimbursement as part of the Battery Reimbursement Claims and/or the Out-of-Pocket Claims Process, and (m) coordinating with the Parties, the Settlement Claims Administrator and the Settlement Special Master concerning any disputes by Class Members relating to the denial of any benefits under this Settlement. The Settlement Notice Administrator shall also be responsible for, without limitation, implementing the terms of the Claims Process and related administrative activities, as discussed above in this Settlement Agreement. The Settlement Notice Administrator shall be responsible for arranging for the publication of the Publication Notice, establishing internet banner notifications, and for consulting on Class Notice. The Settlement Notice Administrator shall perform their responsibilities so as to minimize costs in effectuating the terms of this Settlement Agreement.

2. If the Settlement Notice Administrator makes a material or fraudulent misrepresentation to any party, conceals requested material information, or fails to perform adequately on behalf of Toyota or the Class, the Parties may agree to remove the Settlement Notice Administrator. Disputes between the Parties regarding the retention or dismissal of the Settlement Notice Administrator shall be referred to the Court for resolution.

3. The Settlement Notice Administrator may retain one or more persons to assist in the completion of his or her responsibilities.

4. Not later than 5 days before the date of the Fairness Hearing, the Settlement Notice Administrator shall file with the Court a list of those persons who sought to exclude themselves from this Settlement and the terms of this Settlement Agreement. Not later than 7 days before the date of the Fairness Hearing, the Settlement Notice Administrator shall file with the Court an affidavit setting forth the details outlining the scope, method, and results of the Notice Program.

5. The Settlement Notice Administrator and the Parties shall, promptly after receipt, provide copies of any requests for exclusion, objections, and/or related correspondence to each other.

J. **Self-Identification**

Persons or entities who believe that they are Class Members, but did not previously receive Direct Mail Notice, may contact Class Counsel or the Settlement Notice Administrator and provide necessary documentation indicating that they wish to be eligible for the relief provided in this Settlement Agreement.

V. **REQUESTS FOR EXCLUSION**

A. Any Class Member who wishes to be excluded from the Class must mail a written request for exclusion to the Settlement Notice Administrator at the address provided in the Long Form Notice, specifying that he or she wants to be excluded and otherwise complying with the terms stated in the Long Form Notice and Preliminary Approval Order. The written request must include:

1. The case name and number of the Action;

2. The excluding Class Member's full name, current residential address, mailing address (if different), telephone number, and e-mail address;

3. An explanation of the basis upon which the excluding Class Member claims to be a Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s);

4. A request that the Class Member wants to be excluded from the Class; and

5. The excluding Class Member's dated, handwritten signature (an electronic signature or attorney's signature is not sufficient).

B. The Settlement Notice Administrator shall forward copies of any written requests for exclusion to Class Counsel and Toyota's Counsel. A list reflecting all timely, valid requests for exclusion shall be filed with the Court by the Settlement Notice Administrator no later than 5 days before the Fairness Hearing. If a potential Class Member files a request for exclusion, he or she may not file an objection under Section VI, below.

C. Any Class Member who does not file a timely, valid written request for exclusion as provided in this Section V shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the Release, Final Judgment, and Final Approval Order in the Action, even if he, she, or it has litigation pending or subsequently initiates litigation against Toyota relating to the claims and transactions released in the Action.

D. Toyota's Counsel shall provide to the Settlement Notice Administrator, within 20 business days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending litigation against Toyota relating to claims involving the Subject Vehicles and/or otherwise covered by the Release.

VI. OBJECTIONS TO SETTLEMENT

A. Any Class Member who has not excluded themselves pursuant to Section V and wishes to object to the Settlement Agreement, the requested award of Attorneys' Fees, Costs, and

Expenses, and/or the requested Class Representative service awards must (1) file their objection electronically with the Court on or before the date specified in the Preliminary Approval Order, or (2) mail their objection to the Clerk of the Court, Class Counsel, and Toyota's counsel with a postmark dated on or before the date specified in the Preliminary Approval Order. For an objection to be considered by the Court, the objection must be received by the Court on or before the deadline established by the Court for submitting objections. For an objection to be considered by the Court, the objection must also set forth:

1. The case name and number of the Action;
2. The objector's full name, current residential address, mailing address (if different), telephone number, and e-mail address;
3. An explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s), and whether the Subject Vehicle is currently owned or currently leased by the Class Member;
4. Whether the objection applies only to the objector, to a specific subset of the Class or to the entire Class, and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence the objector believes supports the objection;
5. The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection to this Settlement, the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;

6. The full name, telephone number, mailing address, and e-mail address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for Attorneys' Fees, Costs and Expenses;

7. The identity of all counsel representing the objector who will appear at the Fairness Hearing;

8. The number of times the objector's counsel has represented an individual or entity on whose behalf counsel has objected to a class action settlement within the five years preceding the date that they have filed the objection, and the caption and case number of each case in which objector's counsel has made such objection and the caption and case number of any related appeal;

9. If the Class Member or his or her counsel have not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection;

10. A list of all persons who will be called to testify at the Fairness Hearing in support of the objection;

11. A statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and

12. The objector's original signature and date of signature. Each objection must be personally signed by the objector (an electronic signature or attorney's signature is not sufficient).

B. Any Class Member who fails to comply with the provisions of Section VI.A., above, shall be deemed to have waived and forfeited any and all rights he or she may have to

appear separately and object, whether by a subsequent objection, intervention, appeal, or any other process, and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Approval Order, and the Final Judgment in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of this Section VI. Without limiting the foregoing, any challenge to the Settlement Agreement, Final Approval Order, or Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through collateral proceedings. Class Members may not both object and request exclusion (opt out).

C. Any Class Member who objects to the Settlement Agreement shall be entitled to all the benefits of the Settlement Agreement if the Settlement Agreement and the terms contained herein are approved, as long as the objecting Class Member complies with all requirements of this Settlement Agreement applicable to Class Members.

VII. RELEASE AND WAIVER

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Approval Order and Final Judgment.

B. In consideration for the relief provided above, Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through, or under them, including their executors, administrators, heirs, assigns, predecessors and successors, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages and relief of any kind and/or type regarding the subject matter of the Action, including, but not limited to, injunctive or declaratory relief, compensatory, exemplary, statutory, punitive, restitutionary damages, civil penalties, and expert or attorneys' fees and costs, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected,

contingent or non-contingent, derivative, vicarious or direct, asserted or un-asserted, including property damage claims allegedly caused by a defect of the Subject Vehicle's battery hold-down assembly, and whether based on federal, state or local law, statute, ordinance, rule, regulation, code, contract, tort, fraud or misrepresentation, common law, violations of any state's or territory's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, any breaches of express, implied or any other warranties, the Magnuson-Moss Warranty Act, or Song-Beverly Act, or any other source, or any claim of any kind, in law or in equity, arising from, related to, connected with, and/or in any way involving the Action.

C. If a Class Member who does not opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.

D. Notwithstanding the Release set forth in Section VII of this Agreement, Plaintiffs and Class Members shall hold Released Parties harmless for all Released Claims that may be asserted by another legal or natural person (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Class Representative or Class Member.

E. The Final Approval Order will reflect these terms of this Release.

F. Class Representatives, on behalf of the other Class Members and through Class Counsel, expressly agree that this Release, the Final Approval Order, and/or the Final Judgment is, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

G. Class Representatives and Class Members shall not now or hereafter institute, maintain, prosecute, assert, investigate, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, claim, and/or proceeding, whether legal, administrative, or otherwise against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this Settlement.

H. In connection with this Agreement, Class Representatives, on behalf of the other Class Members, acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Release herein. Nevertheless, it is the intention of Class Counsel on behalf of the Class Representatives in executing this Agreement fully, finally, and forever to settle, release, discharge, acquit, and hold harmless all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Action, provided, however, that Class Representatives and the other Class Members are not releasing claims for personal injury or wrongful death.

I. Class Representatives expressly understand and acknowledge that all Class Representatives and Class Members will be deemed by the Final Approval Order and Final Judgement to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

Class Representatives expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

J. Class Representatives represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Class Representatives further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Action, including, without limitation, any claim for benefits, proceeds, or value under the Action, and that Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the individual claims that they are releasing under the Settlement Agreement or in any benefits, proceeds, or values in the individual claims that they are releasing under the Settlement Agreement. Class Members submitting a Claim Form shall represent and warrant therein that they are the sole and exclusive owners of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions.

K. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs, or any other

fees, costs, and/or disbursements incurred by any attorneys, Class Counsel, Plaintiffs' Counsel, Class Representatives, or other Class Members who claim to have assisted in conferring the benefits under this Settlement upon the Class.

L. Class Representatives, Plaintiffs' Counsel, Class Counsel, and any other attorneys who receive Attorneys' Fees, Costs, and Expenses from this Settlement Agreement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

M. Pending final approval of this Settlement via issuance by the Court of the Final Approval Order and Final Judgment, the Parties agree that any and all outstanding pleadings, discovery, deadlines, and other pretrial requirements are hereby stayed and suspended as to Toyota in regard to the Action. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Approval Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements as to Toyota.

N. Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.

O. Class Representatives and Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Settlement Agreement and shall be included in any Final Approval Order and Final Judgment entered by the Court.

VIII. ATTORNEYS' FEES, COSTS, AND EXPENSES AND CLASS REPRESENTATIVE SERVICE AWARDS

A. At the conclusion of the Parties reaching agreement on the substantive material terms of this Settlement Agreement, the Parties mediated attorneys' fees, costs, and expenses and individual Class Representative service awards with the assistance of Settlement Special Master Patrick A. Juneau. Following a series of intensive negotiations between the Parties and the Settlement Special Master Juneau which spanned five days, Settlement Special Master Juneau proposed a mediator's number of \$13,250,000 for Class Counsel's attorneys' fees. The Parties subsequently agreed and accepted Settlement Special Master Juneau's mediator number.

B. Additionally, as a result of additional negotiations, Class Counsel agreed to limit any petition for an award of costs and expenses in the Action to \$350,000.00.

C. The Parties also agreed that Class Counsel may petition the Court for Class Representative service awards of up to \$5,000 for each of the Class Representatives.

D. Separate and apart from the consideration for this Settlement, following application to the Court and subject to Court approval, the Attorneys' Fees, Costs, and Expenses and Class Representative service awards actually awarded by the Court will be paid to an account specified by Class Counsel within thirty (30) days of the Final Effective Date.

E. The Attorneys' Fees, Costs, and Expenses actually awarded by the Court shall be the sole compensation paid by Defendants for all Plaintiffs' Counsel in the Action and/or for work incurred that inured to the benefit of the Class.

F. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Attorneys' Fees, Costs, and Expenses awarded by the Court to Class Counsel, or concerning the amounts of Class Representative service awards that are awarded by the Court to Class Representatives, shall affect whether the Final Order and Final

Judgment are final and shall not constitute grounds for cancellation or termination of the Settlement.

IX. PRELIMINARY APPROVAL ORDER, FINAL APPROVAL ORDER, FINAL JUDGMENT, AND RELATED ORDERS

A. The Parties shall seek from the Court a Preliminary Approval Order in a form substantially similar to Exhibit 1. The Preliminary Approval Order shall, among other things:

1. Certify a nationwide settlement-only Class, approve Class Representatives as Class Representatives, and appoint Class Counsel as counsel for the Class, pursuant to Fed. R. Civ. P. 23;
2. Preliminarily approve the Settlement Agreement;
3. Require the dissemination of the Notice and the taking of all necessary and appropriate steps to accomplish this task;
4. Determine that Class Notice and the Notice Program comply with all legal requirements, including, but not limited to, Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution;
5. Schedule a date and time for a Fairness Hearing to determine whether the Settlement Agreement should be finally approved by the Court, and whether the requested Attorneys' Fees, Costs and Expenses and Class Representative service awards should be granted;
6. Require Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion as directed in this Settlement Agreement and Long Form Notice and provide that a failure to do so shall bind those Class Members who remain in the Class;

7. Require Class Members who wish to object to this Settlement Agreement to submit an appropriate and timely written statement as directed in this Settlement Agreement and Long Form Notice;

8. Require attorneys representing Class Members objecting to the Settlement Agreement, at such Class Members' expense, to file a timely notice of appearance with the Court as directed in the Long Form Notice;

9. Issue a preliminary injunction and stay all other actions, pending final approval by the Court;

10. Issue a preliminary injunction enjoining potential Class Members, pending the Court's determination of whether the Settlement Agreement should be given final approval, from challenging in any action or proceeding any matter covered by this Settlement Agreement, except for proceedings in this Court to determine whether the Settlement Agreement will be given final approval;

11. Appoint the Settlement Notice Administrator and the Settlement Claims Administrator;

12. Authorize Toyota to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement; and

13. Issue other related orders to effectuate the preliminary approval of the Settlement Agreement.

B. After the Fairness Hearing, the Parties shall seek to obtain from the Court a Final Approval Order and Final Judgment in the forms substantially similar to Exhibits 8 and 9, respectively. The Final Judgment and Final Approval Order shall, among other things:

1. Find that the Court has personal jurisdiction over all Class Members, that the Court has subject matter jurisdiction over the claims asserted in the Action, and that venue is proper;
2. Confirm the certification of the Class for settlement purposes only, pursuant to Fed. R. Civ. P. 23;
3. Finally approve the Settlement Agreement, pursuant to Fed. R. Civ. P. 23;
4. Find that the Class Notice and the Notice Program comply with all laws, including, but not limited to, Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution;
5. Dismiss the Action with prejudice and without costs (except as provided for herein as to costs);
6. Incorporate the Release set forth in the Agreement and make the Release effective as of the date of the Final Approval Order and Final Judgment;
7. Issue a permanent injunction;
8. Authorize the Parties to implement the terms of the Settlement Agreement;
9. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement, the Final Approval Order and Final Judgment, and for any other necessary purpose; and
10. Issue related Orders to effectuate the final approval of the Settlement Agreement and its implementation.

X. MODIFICATION OR TERMINATION OF THIS SETTLEMENT AGREEMENT

A. The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Approval Order and Final Judgment, the Parties may by written

agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Approval Order and Final Judgment and do not limit the rights of Class Members under this Settlement Agreement.

B. This Settlement Agreement shall terminate at the discretion of either Toyota or Class Representatives, through Class Counsel, if: (1) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of the Settlement Agreement that the terminating party reasonably determine(s) is material, including, without limitation, the terms of relief, the findings, or conclusions of the Court, the provisions relating to notice, the definition of the Class, and/or the terms of the Release; or (2) the Court, or any appellate court(s), does not enter or completely affirm, or alters, narrows or expands, any portion of the Final Approval Order and Final Judgment, or any of the Court's findings of fact or conclusions of law, that the terminating party reasonably determine(s) is material. The terminating party must exercise the option to withdraw from and terminate this Settlement Agreement, as provided in this Section X.B., only after meeting and conferring in good faith with the opposing Party(ies) as to alternatives to terminating the Settlement Agreement, by a signed writing served on the other Parties no later than 20 days after receiving notice of the event prompting the termination. The Parties will be returned to their positions status quo ante.

C. If an option to withdraw from and terminate this Settlement Agreement arises under Section X.B. above, neither Toyota nor Class Representatives, through Class Counsel, are required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

D. If, but only if, this Settlement Agreement is terminated pursuant to Section X.B., above, then:

1. This Settlement Agreement shall be null and void and shall have no force or effect, and no Party to this Settlement Agreement shall be bound by any of its terms, except for the terms of this Section X.D.;

2. The Parties will petition the Court to have any stay orders entered pursuant to this Settlement Agreement lifted;

3. All of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Toyota, Class Representatives, or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Settlement Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;

4. Class Representatives, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, and on behalf of the Class, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of action, or remedies that have been or might later be asserted in the Action including, without limitation, any argument concerning class certification, and treble or other damages;

5. Toyota and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, and arguments in support of, all defenses to the causes of action or remedies that have been sought or might be later asserted in the actions, including without limitation, any argument or position opposing class certification, liability, or damages;

6. Neither the fact of the Settlement Agreement having been made, the negotiations leading to it, nor any discovery or action taken by a Party or Class Member pursuant to this Settlement Agreement shall be admissible or entered into evidence for any purpose whatsoever, except to the extent the Settlement Agreement is filed with the Court, it can be referenced in the Action and any related appeal;

7. Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Settlement Agreement shall be deemed vacated and shall be without any force or effect;

8. All costs incurred in connection with the Settlement Agreement, including, but not limited to, notice, publication, claims administration and customer communications are the responsibility of Toyota and will be paid by Toyota. Neither Class Representatives nor Class Counsel shall be responsible for any of these costs or other settlement-related costs; and

9. Notwithstanding the terms of this paragraph, if the Settlement is not consummated, Class Counsel may include any time spent in settlement efforts as part of any fee petition filed at the conclusion of the case, and Toyota reserves the right to object to the reasonableness of such requested fees.

XI. GENERAL MATTERS AND RESERVATIONS

A. Toyota has denied and continues to deny each and all of the claims and contentions alleged in the Action, and has denied and continues to deny that it has committed any violation of law or engaged in any wrongful act that was alleged, or that could have been alleged, in the Action. Toyota believes that it has valid and complete defenses to the claims asserted against them in the Action and denies that it committed any violations of law, engaged in any unlawful act or conduct, or that there is any basis for liability for any of the claims that have been, are, or might have been alleged in the Action. Nonetheless, Toyota has concluded that it is desirable that the Action be

fully and finally settled in the matter and upon the terms and conditions set forth in this Settlement Agreement.

B. The obligation of the Parties to conclude the Settlement Agreement is and shall be contingent upon each of the following:

1. Entry by the Court of the Final Approval Order and Final Judgment approving the Settlement Agreement, from which the time to appeal has expired or which has remained unmodified after any appeal(s); and

2. Any other conditions stated in this Settlement Agreement.

C. The Parties and their counsel agree to keep the existence and contents of this Settlement Agreement confidential until the date on which the Motion for Preliminary Approval is filed; provided, however, that this Section shall not prevent Toyota from disclosing such necessary information from this Settlement Agreement, prior to the date on which the Motion for Preliminary Approval is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers, or attorneys. Nor shall it prevent the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made to effectuate the terms and conditions of this Settlement Agreement.

D. Class Representatives and Class Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that neither Class Representatives nor their counsel may disclose it to third parties (other than experts or consultants retained by Class Representatives in connection with the Action); that it not be the subject of public comment; that it not be used by Class Representatives or Class Counsel in any way in this litigation or otherwise should the Settlement Agreement not be

achieved, and that it is to be returned if a settlement is not concluded; provided, however, that nothing contained herein shall prohibit Class Representatives from seeking such information through formal discovery if not previously requested through formal discovery or from referring to the existence of such information in connection with the settlement of the Action.

E. Information provided by Toyota and/or Toyota's Counsel to Class Representatives, Class Counsel, Plaintiffs' Counsel, any individual Class Member, counsel for any individual Class Member, and/or administrators, pursuant to the negotiation and implementation of this Settlement Agreement, includes trade secrets and highly confidential and proprietary business information and shall be deemed "Highly Confidential" pursuant to the protective orders that have been or will be entered in the Action, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon Toyota's request, be promptly returned to Toyota's Counsel, and there shall be no implied or express waiver of any privileges, rights, and defenses.

F. Within ninety (90) days after the Final Effective Date (unless the time is extended by agreement of the Parties), Class Counsel, Plaintiffs' Counsel, and any expert or other consultant employed by them in such capacity or any other individual with access to documents provided by Toyota and/or Toyota's Counsel shall either: (i) return to Toyota's Counsel all such documents and materials (and all copies of such documents in whatever form made or maintained), physical evidence, and/or tangible items produced during the settlement process by Toyota and/or Toyota's Counsel and any and all handwritten notes summarizing, describing or referring to such documents; or (ii) certify to Toyota's Counsel that all such documents, physical evidence, tangible items, and/or materials (and all copies of such documents in whatever form made or maintained) produced by Toyota and/or Toyota's Counsel and any and all handwritten notes summarizing, describing or referring to such documents have been destroyed, provided, however, that this

Section XI.F. shall not apply to any documents made part of the record in connection with a Claim for reimbursement as part of the Battery Reimbursement Claim and/or the Out-of-Pocket Claims Process, nor to any documents made part of a Court filing, nor to Class Counsel's and Plaintiffs' Counsel's work-product. Nothing in this Settlement Agreement shall affect any confidentiality order or protective order in the Action.

G. Toyota's execution of this Settlement Agreement shall not be construed to release – and Toyota expressly does not intend to release – any claim Toyota may have or make against any insurer for any cost or expense incurred in connection with this Settlement Agreement, including, without limitation, for Attorneys' Fees, Costs, and Expenses.

H. Class Counsel represent that: (1) they are authorized by Class Representatives to enter into this Settlement Agreement with respect to the claims in this Action; and (2) they are seeking to protect the interests of the Class.

I. Class Counsel further represent that Class Representatives: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact-finding; (3) have read the pleadings in the Action or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Class Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Settlement Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Class Counsel and/or Plaintiffs' Counsel and have agreed to its terms; (6) have consulted with Class Counsel about the Action and this Settlement Agreement and the obligations imposed on representatives of the Class; (7) have authorized Class Counsel to execute this Settlement Agreement on their behalf; and (8) shall

remain and serve as representatives of the Class until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance with its terms, or the Court at any time determines that said Class Representatives cannot represent the Class.

J. The Parties acknowledge and agree that no opinion concerning the tax consequences of the Settlement Agreement to Class Members is given or will be given by the Parties, nor are any representations or warranties in this regard made by virtue of this Settlement Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

K. Toyota represents and warrants that the individual(s) executing this Settlement Agreement is authorized to enter into this Settlement Agreement on behalf of Toyota.

L. This Settlement Agreement, complete with its exhibits, sets forth the sole and entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Class Counsel and Toyota's Counsel on behalf of Toyota. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed in this Settlement Agreement exist among or between them, and that in deciding to enter into this Settlement Agreement, they rely solely upon their judgment and knowledge. This Settlement Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Settlement Agreement.

M. This Settlement Agreement and any amendments thereto shall be governed by and interpreted according to the law of the State of Texas notwithstanding its conflict-of-laws provisions.

N. For the purposes of settlement only, Toyota consents to the personal jurisdiction of the United States District Court for the Eastern District of Texas and any disagreement and/or action to enforce this Settlement Agreement shall be commenced and maintained only in the United States District Court for the Eastern District of Texas. However, Toyota reserves the right to contest personal jurisdiction if the Court does not approve the Settlement.

O. Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays, and Federal Holidays) express delivery service as follows:

1. If to Toyota, then to:

John P. Hooper
King & Spalding LLP
1185 Avenue of the Americas
34th Floor
New York, NY 10036
Tel.: (212) 556-2220
E-mail: Jhooper@kslaw.com

2. If to the Class, then to:

Kimberly A. Justice
Freed Kanner London & Millen LLC
923 Fayette Street
Conshohocken, PA 19428
Telephone: (610) 234-6487
kjustice@fklmlaw.com

P. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a Federal Holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have

made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section “Federal Holiday” includes New Year’s Day, Birthday of Martin Luther King, Jr., Presidents’ Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Patriot’s Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President, the Congress of the United States, or the Clerk of the United States District Court for the Eastern District of Texas.

Q. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

R. The Class, Class Representatives, Class Counsel, Toyota, and/or Toyota’s Counsel shall not be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties during extensive arm’s length negotiations.

S. The Parties expressly acknowledge and agree that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Settlement Agreement, any of its provisions, or any negotiations, statements, or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory, or other proceeding, except in a proceeding to enforce this Settlement

Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as, or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, Class Representatives, or the Class or as a waiver by the Released Parties, Class Representatives, or the Class of any applicable privileges, claims, or defenses.

T. Class Representatives, through their counsel, expressly affirm that the allegations contained in the Amended Consolidated Complaint and all prior complaints filed in the Action were made in good faith, but consider it desirable for the Action to be settled and dismissed because of the substantial benefits that the Settlement Agreement will provide to Class Members.

U. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Settlement Agreement in good faith, and to act in good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement.

V. The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.

W. If one Party to this Settlement Agreement considers another Party to be in breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Settlement Agreement.

X. The Parties, their successors and assigns, and their counsel agree to publicly support this Settlement Agreement, to cooperate fully with one another in seeking Court approval of this

Settlement Agreement and to use their best efforts to affect the prompt consummation of the Settlement Agreement.

Y. This Settlement Agreement may be signed with an electronic and/or scanned signature and in counterparts, each of which shall constitute a duplicate original.

Z. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if Toyota’s Counsel, on behalf of Toyota, and Class Counsel, on behalf of Class Representatives and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

AA. This Settlement Agreement shall be binding upon and inure to the benefit of, the successors and assigns of the Class and Toyota.

Agreed to on the date indicated below.

AGREED TO BY CLASS REPRESENTATIVES

BY:  _____
Juliet Murphy

DATE: 03/22/2024, 2024

BY: _____
Ranay Flowers

DATE: _____, 2024

BY: _____
Penni Lavoot

DATE: _____, 2024

Settlement Agreement and to use their best efforts to affect the prompt consummation of the Settlement Agreement.

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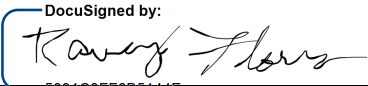
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Agreed to on the date indicated below.

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BY: _____
Juliet Murphy

DATE: _____, 2024

BY:  _____
Ranay Flowers

DATE: 03/21 _____, 2024

BY: _____
Penni Lavoot

DATE: _____, 2024

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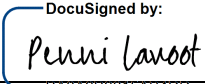
AGREED TO BY CLASS REPRESENTATIVES

BY: _____
Juliet Murphy

DATE: _____, 2024

BY: _____
Ranay Flowers

DATE: _____, 2024

BY:  _____
Penni Lavoot

DATE: March 24 _____, 2024

DocuSigned by:
Paola Guevara
BY: _____
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Paola Guevara

DATE: March 28, 2024

BY: _____
James Charles

DATE: _____, 2024

BY: _____
Angela Charles

DATE: _____, 2024

BY: _____
Lee Krukowski

DATE: _____, 2024

BY: _____
Jennifer Cardelli

DATE: _____, 2024

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Pamela Woodman

DATE: _____, 2024

BY: _____
Kris Huchteman

DATE: _____, 2024

BY: _____
Melissa Willis

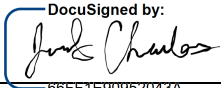
DATE: _____, 2024

BY: _____
Maria Mora

DATE: _____, 2024

BY: _____
Paola Guevara

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BY:  _____
James Charles

DATE: March 25 _____, 2024

BY: _____
Angela Charles

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Lee Krukowski

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Jennifer Cardelli

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Maria Mora

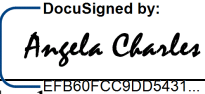
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Paola Guevara

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James Charles

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Angela Charles

DATE: _____, 2024

Lee Krukowski was unreachable, *see* discussion
on page 10, *supra* and attached Affidavit
BY: of Greg Coleman _____
Lee Krukowski

DATE: _____, 2024

BY: _____
Jennifer Cardelli

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Pamela Woodman

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Kris Huchteman

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BY: *Jennifer Cardelli*
Jennifer Cardelli

DATE: 03/23/2024 , 2024

BY: _____
Pamela Woodman

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Kris Huchteman

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Pamela Woodman

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Kris Huchteman

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Melissa Willis

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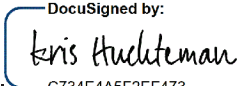
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BY: _____
Jennifer Cardelli

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Pamela Woodman

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Kris Huchteman

DATE: 03-28-2024 _____, 2024

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Melissa Willis

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Maria Mora

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Paola Guevara

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Lee Krukowski

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Jennifer Cardelli

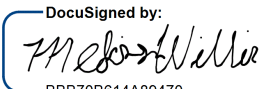
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Pamela Woodman

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Kris Huchteman

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Melissa Willis

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Maria Mora

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Paola Guevara

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James Charles

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Angela Charles

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Lee Krukowski

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Jennifer Cardelli

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Pamela Woodman

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Kris Huchteman

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Melissa Willis

DATE: _____, 2024

BY: _____
Maria Mora

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MARIA MORA
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DATE: 03/22, 2024

DocuSigned by:

BY: _____
Nicole Sylva
22F1DBD9718547C...

DATE: March 22, 2024

APPROVED AND AGREED TO BY CLASS COUNSEL
AS AUTHORIZED BY CLASS REPRESENTATIVES

BY: _____
Kimberly Justice

DATE: _____, 2024

BY: _____
David Wright

DATE: _____, 2024

BY: _____
Bruce Steckler

DATE: _____, 2024

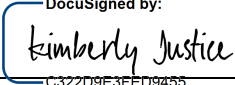
BY: _____
Todd Walburg

DATE: _____, 2024

BY: _____
Nicole Sylva

DATE: _____, 2024

APPROVED AND AGREED TO BY CLASS COUNSEL
AS AUTHORIZED BY CLASS REPRESENTATIVES

BY:  _____
Kimberly Justice

DATE: March 22, 2024

BY: _____
David Wright

DATE: _____, 2024

BY: _____
Bruce Steckler

DATE: _____, 2024

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Todd Walburg

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BY: _____
Nicole Sylva

DATE: _____, 2024

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BY: _____
Kimberly Justice

DATE: _____, 2024

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David Wright

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DAVID WRIGHT
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DATE: March 22, 2024

BY: _____
Bruce Steckler

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Todd Walburg

DATE: _____, 2024

BY: _____
Nicole Sylva

DATE: _____, 2024

APPROVED AND AGREED TO BY CLASS COUNSEL
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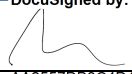
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Kimberly Justice

DATE: _____, 2024

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David Wright

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BY: _____
Bruce Steckler

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DATE: March 22 _____, 2024

BY: _____
Todd Walburg

DATE: _____, 2024

BY: _____
Nicole Sylva

DATE: _____, 2024

APPROVED AND AGREED TO BY CLASS COUNSEL
AS AUTHORIZED BY CLASS REPRESENTATIVES

BY: _____
Kimberly Justice

DATE: _____, 2024

BY: _____
David Wright

DATE: _____, 2024

BY: _____
Bruce Steckler

DATE: _____, 2024

BY: _____
Todd Walburg

DocuSigned by:
Todd Walburg
A76AE7E830C2414...

DATE: March 22 _____, 2024

APPROVED AND AGREED TO BY TOYOTA

BY  _____

DATE: March 21, 2024

ELIZABETH GIBSON
Deputy General Counsel, Vice President
Product & Legal Risk Support
Toyota Motor North America, Inc.

APPROVED AND AGREED TO AS TO FORM
BY TOYOTA'S COUNSEL AS AUTHORIZED BY TOYOTA

BY  _____

DATE: March 21, 2024

JOHN P. HOOPER
KING & SPALDING LLP

Exhibit 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

JULIET MURPHY, individually and on
behalf of all others similarly situated
individuals,

Plaintiffs,

vs.

TOYOTA MOTOR CORPORATION;
TOYOTA MOTOR SALES, U.S.A., INC.;
TOYOTA MOTOR NORTH AMERICA,
INC.; TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA,
INC.; AND DOES 1-50, inclusive,

Defendants.

Case No. 4:21-cv-00178-ALM

Hon. Amos L. Mazzant, III

[PROPOSED] PRELIMINARY APPROVAL ORDER

WHEREAS, a putative class action is pending in this Court styled *Murphy v. Toyota Motor Corporation, et al.*, Case No. 4:21-cv-00178-ALM (E.D. Tex.) (the “Action”);

WHEREAS, Plaintiffs and Defendants have determined to settle all claims asserted in this Action and dismiss the case with prejudice on the terms and conditions set forth in the Settlement Agreement and Release dated March 28, 2024 (the “Settlement Agreement”) subject to approval of this Court (the “Settlement”);

WHEREAS, Plaintiffs have made an application, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only, and allowing notice to Class Members as more fully described herein (the “Motion”);

WHEREAS, the Court finds that it has jurisdiction over the Action and each of the parties for purposes of the Settlement and asserts jurisdiction over the Class Members for purposes of effectuating the Settlement and releasing their claims;

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

WHEREAS, unless otherwise defined herein, all capitalized words contained herein shall have the same meanings as they have in the Settlement Agreement;

IT IS HEREBY ORDERED AS FOLLOWS:

**Preliminary Class Certification for Settlement Purposes Only and Appointment of
Class Representatives and Class Counsel**

1. In deciding whether to preliminarily certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class—*i.e.*, all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied—except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997); *In re Chinese-Manufactured Drywall Prod. Liab. Litig.*, 424 F. Supp. 3d 456, 481 (E.D. La. 2020).

2. The Court finds, for settlement purposes, that the Rule 23 factors are satisfied, and that preliminary certification of the proposed Class is appropriate under Rule 23. The Court, therefore, preliminarily certifies the following Class for settlement purposes only:

All individuals or legal entities who, at any time as of the occurrence of the Initial Notice Date, own(ed), purchase(d), or lease(d) Subject Vehicles in any of the fifty States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions. Excluded from the Class are: (a) Toyota, its officers, directors and employees; (b) Plaintiffs' Counsel; (c) the Court and associated court staff assigned to this case and their immediate family members. In addition, persons or entities are not Class Members once they timely and properly exclude themselves

from the Class, as provided in the Settlement Agreement, and once the exclusion request is finally approved by the Court.

The “Subject Vehicles” means model year 2013-2018 Toyota RAV4 vehicles, which were identified as part of Recall 23V-734 submitted to NHTSA on or about November 1, 2023. Note: hybrid vehicles are not included in the Recall or the Settlement.

3. Specifically, the Court finds, for settlement purposes, that the Class, for preliminary approval only, satisfies the following factors of Rule 23:

(a) Numerosity: The Court preliminarily finds that the Settlement Class is ascertainable from Toyota’s confirmatory discovery as well as from other objective criteria, and the members of the Settlement Class, who are the current and former owners and lessees of approximately 1.854 million vehicles, are so numerous that their joinder before the Court would be impracticable. Thus, the Rule 23(a)(1) numerosity requirement is met.

(b) Commonality: The commonality requirement of Rule 23(a)(2) is satisfied for settlement purposes because there are multiple questions of law and fact that center on Toyota’s manufacturing and sale of Subject Vehicles equipped with a battery retention system, as alleged and/or described in the Amended Consolidated Complaint, which are common to the Class.

(c) Typicality: The Class Representatives’ claims are typical of the other Class Members’ claims for purposes of Settlement because they concern the same alleged Toyota conduct, arise from the same legal theories, and allege the same types of harm and entitlement to relief. Rule 23(a)(3) is therefore satisfied.

(d) Adequacy: The Court preliminarily finds that the Class Representatives will fairly and adequately protect the interests of the Settlement Class in that: (i) the Class Representatives’ interests and the nature of claims alleged are consistent with those of the members

of the Settlement Class; (ii) there appear to be no conflicts between or among the Class Representatives and the Settlement Class; and (iii) the Class Representatives and the members of the Settlement Class are represented by qualified, reputable counsel who are experienced in preparing and prosecuting complex class actions. Rule 23(a)(4) is therefore satisfied.

(e) Predominance and Superiority: Rule 23(b)(3) is satisfied for settlement purposes as well because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for Class Members in a single, coordinated proceeding is superior to individual lawsuits addressing the same legal and factual issues.

4. The Court appoints the following persons as Class Representatives: Juliet Murphy, Penni Lavoot, Ranay Flowers, Paola Guevara, James Charles, Angela Charles, Jennifer Cardelli, Pamela Woodman, Kris Huchteman, Melissa Willis, Maria Mora, and Nicole Sylva.

5. The Court appoints the following persons and entities as Class Counsel: Kimberly A. Justice of Freed Kanner London & Millen LLC; David C. Wright of McCune Law Group APC; Todd A. Walburg of Bailey & Glasser LLP; and Bruce W. Steckler of Steckler Wayne Cherry & Love PLLC.

Preliminary Approval of the Settlement

6. Pursuant to Rule 23(e)(2), in order to grant preliminary approval, the Court must find that the proposed Settlement is “fair, reasonable, and adequate” after considering whether: (a) the class representatives and class counsel have adequately represented the class; (b) the proposal was negotiated at arm’s length; (c) the relief provided for the class is adequate—taking into account the (i) costs, risks, and delay of trial and appeal, (ii) the effectiveness of any the proposed

methods of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (d) the proposal treats class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2) (amended Dec. 2018); *Cone v. Vortens, Inc.*, No. 4:17-CV-001-ALM-KPJ, 2019 WL 2517835, at *2 (E.D. Tex. Apr. 25, 2019) report and recommendation adopted, No. 4:17-CV-001-ALM-KPJ, 2019 WL 1970545 (E.D. Tex. May 3, 2019); *C.C. v. Scott*, No. 4:18-CV-828-SDJ, 2022 U.S. Dist. LEXIS 174005, at *5 (E.D. Tex. Sep. 26, 2022); *In re Chinese-Manufactured Drywall Prod. Liab. Litig.*, 424 F. Supp. 3d. at 485.

7. Preliminary approval is appropriate where “the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible [judicial] approval.” Manual for Complex Litigation, Second § 30.44 (1985). *See, e.g.*, Herbert B. Newberg & Alba Conte, *Newberg on Class Actions*, §§ 11.24–11.25 (3rd ed. 1992); *In re Corrugated Container Antitrust Litig.*, 643 F.2d 195, 212 (5th Cir. 1981); *Claudet v. Cytec Ret. Plan*, No. 2:17-cv-10027, 2020 WL 3128611, at *3 (E.D. La. June 12, 2020); *C.C. v. Scott*, No. 4:18-CV-828-SDJ, 2022 U.S. Dist. LEXIS 174005, at *8 (E.D. Tex. Sep. 26, 2022); *Duncan v. JPMorgan Chase Bank, N.A.*, No. SA-14-CA-00912-FB, 2015 WL 11623393, at *3 (W.D. Tex. Oct. 21, 2015).

8. The Court preliminarily approves the Settlement Agreement and the exhibits appended to the Motion as fair, reasonable, and adequate under Rule 23(e)(2), after taking into account that the class representatives and class counsel have adequately represented the class; the Settlement was reached in the absence of collusion and is the product of informed, good-faith,

arm's-length negotiations between the Parties and their capable and experienced counsel that were overseen by the Court-appointed mediator, Patrick A. Juneau; the relief provided is adequate given (i) the costs, risks and delay of trial and appeal, (ii) Notice is sufficient to notify the Class, (iii) the terms of the proposed attorney's fees and timing of payment; and (iv) the remaining terms of the Settlement Agreement. The Court also finds that the Parties have submitted sufficient information for the Court to support that Notice should be disseminated as "the proposed settlement will likely earn final approval." *See* Fed R. Civ. P. 23(e) Advisory Committee Notes to 2018 Amendments.

9. The Court finds that the Settlement, including exhibits appended to the Motion, is fair, reasonable, adequate, and in the best interest of the Class as a whole. The Court further approves "the proposed notices designed to alert all class members of their rights and responsibilities with respect to the Settlement," and the Court will schedule a Fairness Hearing to assist the Court in determining whether to grant final approval to the Settlement and enter Final Judgment. *See Claudet*, No. CV 17-10027, 2020 WL 3128611, at *2.

Approval of Notice Program and Direction to Effectuate the Notice

10. The Court approves the form and content of the notices to be provided to the Class, substantially in the forms appended as Exhibits 3, 4, and 5 to the Settlement Agreement. The Court further finds that the Notice Program, described in Section IV of the Settlement Agreement, is the best practicable under the circumstances. The Notice Program is reasonably calculated under the circumstances to apprise the Class of the pendency of the Action, class certification for settlement purposes only, the terms of the Settlement, their rights to opt-out of the Class and object to the Settlement, Class Counsel's Fee Application, and the request for Class Representative service awards. The notices and Notice Program constitute sufficient notice to all persons and entities entitled to notice. The notices and Notice Program satisfy all applicable requirements of law,

including, but not limited to, Rule 23 and the constitutional requirement of due process. The Court finds that the forms of notice are written in simple terminology, are readily understandable by Class Members and comply with the Federal Judicial Center's illustrative class action notices. The Court orders that the notices be disseminated to the Class as per the Notice Program.

11. The Court directs that Patrick A. Juneau, as the Settlement Special Master, pursuant to Federal Rule of Civil Procedure 53, shall proceed with all reasonable diligence and shall faithfully undertake the responsibilities as per the terms of the Settlement Agreement; the Settlement Special Master may appoint additional administrative personnel to assist in administering and managing this matter. The Court further directs that the Settlement Special Master shall be compensated by Toyota as per the terms of the Settlement Agreement.

12. The Court directs that Patrick A. Juneau and Patrick Hron of Juneau David, APLC be appointed by the Court to serve as the Settlement Claims Administrator to carry out the Claims Process in the Settlement Agreement.

13. The Court directs that Epiq Systems act as the Settlement Notice Administrator.

14. The Settlement Notice Administrator shall implement the Notice Program, as set forth in the Settlement, using substantially the forms of notice appended as Exhibits 3, 4, and 5 to the Settlement Agreement and approved by this Order. Notice shall be provided to the Class Members pursuant to the Notice Program appended as Exhibit 7, as specified in Section IV of the Settlement Agreement and approved by this Order.

15. The Settlement Notice Administrator shall send the Direct Mail Notice, substantially in the form attached to the Settlement Agreement as Exhibit 4 by U.S. Mail, proper postage prepaid to Class Members, as identified by data to be forwarded to the Settlement Notice

Administrator by S&P Global Automotive, formerly known as Polk (“S&P”). The mailings of the Direct Mail Notice to the persons and entities identified by S&P shall be substantially completed in accordance with the Notice Program. The Settlement Notice Administrator is hereby ordered to obtain such vehicle registration information through S&P, which specializes in obtaining such information, from, inter alia, the applicable Departments of Motor Vehicles.

16. The Court authorizes the Settlement Notice Administrator, through data aggregators or otherwise, to request, obtain and utilize vehicle registration information from the Department of Motor Vehicles for the various states for the purposes of identifying the identity of and contact information for purchasers and lessees of Class Vehicles. Vehicle registration information includes, but is not limited to, owner/lessee name and address information, registration date, year, make, and model of the vehicle.

Fairness Hearing, Opt-Outs, and Objections

17. The Court directs that a Fairness Hearing shall be scheduled for November 19, 2024, at [REDACTED] [a.m. or p.m.], to assist the Court in determining whether to grant final approval to the Settlement Agreement, certify the Class, and enter the Final Order and Final Judgment, and whether Class Counsel’s Fee Application and request for Class Representative service awards should be granted.

18. Any Class Member who wishes to be excluded from the Class must mail a written request for exclusion to the Settlement Notice Administrator at the address provided in the Long Form Notice, specifying that he or she wants to be excluded and otherwise complying with the terms stated in the Long Form Notice and the Preliminary Approval Order. The Settlement Notice

Administrator shall forward copies of any written requests for exclusion to Class Counsel and Toyota's Counsel. A list reflecting all requests for exclusion shall be filed with the Court by the Settlement Notice Administrator no later than 20 days before the Fairness Hearing. If a potential Class Member files a request for exclusion, he, she or it may not file an objection under Section VI. of the Settlement Agreement.

19. Any Class Member who does not file a timely written request for exclusion as provided in Section V. of the Settlement Agreement shall be bound by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, Final Order and Final Judgment in the Action, even if he, she or it has litigation pending or subsequently initiates litigation against Toyota relating to the claims and transactions released in the Action. Toyota's Counsel shall provide to the Settlement Notice Administrator, within 20 business days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending litigation against Toyota relating to claims involving the Subject Vehicles and/or otherwise covered by the Release.

20. The Opt-Out Deadline shall be specified in the Direct Mail Notice, Publication Notice, and Long Form Notice. All persons and entities within the Class definition who do not timely and validly opt out of the Class shall be bound by all determinations and judgments in the Action concerning the Settlement, including, but not limited to, the Releases set forth in Section VII. of the Settlement.

21. The Court further directs that any person or entity in the Class who does not opt out of the Class may object, directly or through a lawyer at his, her or its expense, to the Settlement Agreement, the Fee Application and/or the requested service awards to the Class Representatives.

Objections must be filed electronically with the Court, or mailed to the Clerk of the Court, Class Counsel, and counsel for Toyota at the following addresses:

(a) Clerk of the Court

Clerk of Court
United States District Court
Eastern District of Texas
101 East Pecan Street
Sherman, Texas 75090
Murphy, Case No. 4:21-cv-00178-ALM-RSP

(b) Class Counsel

Kimberly A. Justice
Freed Kanner London & Millen LLC
923 Fayette Street
Conshohocken, PA 19428
Telephone: (610) 234-6487
E-mail: kjustice@fkmlaw.com

(c) Counsel for Toyota

John P. Hooper
KING & SPALDING LLP
1185 Avenue of the Americas
34th Floor
New York, New York 10036
Telephone: (212) 556-2220
E-mail: jhooper@kslaw.com

22. For an objection to be considered by the Court, the objection must be received by the Court on or before the deadline established by the Court for submitting objections and must set forth:

- (a) The case name and number of the Action;
- (b) The objector's full name, current residential address, mailing address (if different), telephone number, and e-mail address;

- (c) An explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s), and whether the Subject Vehicle is currently owned or currently leased by the Class Member;
- (d) Whether the objection applies only to the objector, to a specific subset of the Class or to the entire Class, and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence the objector believes supports the objection;
- (e) The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection to this Settlement, the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- (f) The full name, telephone number, mailing address, and e-mail address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for Attorneys' Fees, Costs and Expenses;
- (g) The identity of all counsel representing the objector who will appear at the Fairness Hearing;
- (h) The number of times the objector's counsel has represented an individual or entity on whose behalf counsel has objected to a class action settlement within the five years preceding the date that they have filed the objection, and the caption and case

number of each case in which objector’s counsel has made such objection and the caption and case number of any related appeal;

- (i) If the Class member or his or her counsel have not made any such prior objection on behalf of an individual or entity, the Class Member shall affirmatively so state in the written materials provided with the objection;
- (j) A list of all persons who will be called to testify at the Fairness Hearing in support of the objection;
- (k) A statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and
- (l) The objector’s signature and date of signature. Each objection must be personally signed by the objector (an electronic signature or attorney’s signature is not sufficient).

23. Any objection that fails to satisfy these requirements, as also specified in the Long Form Notice, shall not be considered by the Court.

Settlement Deadlines

24. The Settlement deadlines are as follows:

EVENT	DEADLINES
Initial Class Notice to be Disseminated	No later than June 25, 2024
Direct Mail Notice to be Substantially Completed	No later than September 23, 2024
Plaintiffs’ Motion, Memorandum of Law and Other Materials in Support of their Requested Award of Attorneys’ Fees, Reimbursement of Expenses, and Request for Class Representatives’ Service Awards to be Filed with the Court	September 30, 2024

Deadline for Receipt by the Clerk of All Objections Filed and/or Mailed by Class Members	September 30, 2024
Class Members and/or their Personal Attorneys who Want to be Heard at Fairness Hearing Must File Notice of Intent to Appear with the Clerk of the Court	October 21, 2024
Postmark Deadline for Class Members to Mail their Request to Exclude Themselves (Opt-Out) to Settlement Notice Administrator	October 21, 2024
Parties' Motion, Memoranda of Law, and Other Materials in Support of Final Approval to be Filed with the Court	October 21, 2024
Settlement Notice Administrator Shall File List of Opt-Outs and the Results of the Dissemination of the Notice with the Court	November 14, 2024
Parties' Supplemental Memorandum of Law in Further Support of the Settlement to be Filed with the Court	November 14, 2024
Fairness Hearing	November 19, 2024 at _____ [a.m. or p.m.] -

Effect of Failure to Approve the Settlement or Termination

25. In the event the Settlement is not approved by the Court, or for any reason the Parties fail to obtain a Final Order and Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- (a) The Settlement Agreement shall be null and void and shall have no force or effect, and no Party to the Settlement Agreement shall be bound by any of its terms, except for the terms of Section X(D) therein;
- (b) The Parties will petition the Court to have any stay orders entered pursuant to the Settlement Agreement lifted;
- (c) All of its provisions, and all negotiations, statements, and proceedings relating to it

shall be without prejudice to the rights of Toyota, Class Representatives, or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of the Settlement Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;

- (d) Toyota and the other Released Parties expressly and affirmatively reserve all defenses, arguments, and motions as to all claims that have been or might later be asserted in the Action, including, without limitation, the argument that the Action may not be litigated as a class action;
- (e) Class Representatives, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, and on behalf of the Class, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of action, or remedies that have been or might later be asserted in the Action including, without limitation, any argument concerning class certification, and treble or other damages;
- (f) Toyota and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, and arguments in support of, all defenses to the causes of action or remedies that have been sought or might be later asserted in the actions, including without limitation, any argument or position opposing class certification, liability or damages;
- (g) Neither this Settlement Agreement, the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or Class

Member pursuant to this Settlement Agreement shall be admissible or entered into evidence for any purpose whatsoever, except to the extent the Settlement Agreement is filed with the Court, it can be referenced in the Action and any related appeal;

- (h) Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Settlement Agreement shall be deemed vacated and shall be without any force or effect;
- (i) All costs incurred in connection with the Settlement Agreement, including, but not limited to, notice, publication, claims administration and customer communications are the sole responsibility of Toyota and will be paid by Toyota. Neither the Class Representatives nor Class Counsel shall be responsible for any of these costs or other settlement-related costs; and
- (j) Notwithstanding the terms of this paragraph, if the Settlement is not consummated, Class Counsel may include any time spent in settlement efforts as part of any fee petition filed at the conclusion of the case, and Toyota reserves the right to object to the reasonableness of such requested fees.

Stay/Bar of Other Proceedings

26. Pending the Fairness Hearing and the Court's decision whether to finally approve the Settlement, no Class Member, either directly, representatively, or in any other capacity (even those Class Members who validly and timely elect to be excluded from the Class, with the validity of the opt out request to be determined by the Court only at the Fairness Hearing), shall commence, continue or prosecute against any of the Released Parties (as that term is defined in the Settlement Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims

or causes of action that are to be released in the Settlement Agreement. Pursuant to the All Writs Act, 28 U.S.C. § 1651(a), and the exceptions to the Anti-Injunction Act, 28 U.S.C. § 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action. Upon final approval of the Settlement, all Class Members who do not timely and validly exclude themselves from the Class shall be forever enjoined and barred from asserting any of the matters, claims or causes of action released pursuant to the Settlement Agreement against any of the Released Parties, and any such Class Member shall be deemed to have forever released any and all such matters, claims, and causes of action against any of the Released Parties as provided for in the Settlement Agreement.

General Provisions

27. The terms and provisions of the Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Order and Final Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Order and Final Judgment and do not limit the rights of Class Members under the Settlement Agreement.

28. Any confidential information made available to Class Representatives and Class Counsel through the settlement process shall not be disclosed to third parties (other than experts or consultants retained by Class Representatives in connection with the Action); shall not be the subject of public comment; shall not be used by Class Representatives or Class Counsel in any

way in this litigation or otherwise should the Settlement Agreement not be achieved; and shall be returned if a settlement is not concluded.

SO ORDERED this ____ day of _____ 2024.

HONORABLE AMOS L. MAZZANT, III
UNITED STATES DISTRICT JUDGE

Exhibit 2

Murphy v. Toyota Motor Sales Settlement Notice Plan

This Notice Plan document describes the Settlement Notice Plan (“Notice Plan” or “Notice Program”) proposed here for *Murphy v. Toyota Motor Corporation, et al.*, Case No. 4:21-cv-00178-ALM pending in the United States District Court for the Eastern District of Texas. Epiq designed this Notice Plan based on our extensive prior experience and research into the notice issues particular to this case. We designed a proposed Notice Plan that is the best notice practicable under the circumstances to provide notice to the Class.

It is my understanding from reviewing the Parties’ Settlement Agreement that the following Class will be certified for settlement purposes only.

All individuals or legal entities who, at any time as of the occurrence of the Initial Notice Date, own(ed), purchase(d), or lease(d) Subject Vehicles in any of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions.

“Subject Vehicles” are defined as, 2013-2018 RAV4 vehicles, which were identified as part of Toyota’s Recall. Note: hybrid vehicles are not included in the Recall or this Settlement.

“Recall” is defined as Toyota’s recall of the Subject Vehicles, namely, Toyota’s Recall 23V-734 submitted to NHTSA on or about November 01, 2023.

Excluded from the Class are: (a) Toyota, its officers, directors and employees; (b) Plaintiffs’ Counsel; and (c) the Court and associated court staff assigned to this case and their immediate family members. In addition, persons or entities are not Class Members once they timely and properly exclude themselves from the Class, as provided in this Settlement Agreement, and once the exclusion request is finally approved by the Court.

Given our experience with similar notice efforts, we expect that the proposed Notice Plan will reach over 90% of the identified Class Members with a frequency of three times. The reach will be further enhanced by, among others, a print publication notice, a targeted online media effort, an informational release, and a Settlement website. Based on experience, the projected reach of the Notice Plan is consistent with other court approved notice plans, is the best notice practicable under the circumstances of this case and has been designed to satisfy the requirements of due process, including its “desire to actually inform” requirement.¹

The proposed Notice Program includes the following components:

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

- Direct Notice via email and/or postcard sent by first-class U.S. mail to reasonably identifiable Class Members;
- Publication Notice in eight newspapers and their associated websites covering Puerto Rico and other U.S. Territories;
- Social media and online display advertising nationwide through the *Google Display Network*, *Facebook*, and *Instagram* in English and Spanish;
- An informational website will be established and will contain important deadlines, notices (including the Long Form Notice), the Settlement Agreement and its exhibits, significant Court documents, information and instructions on how to submit claim, and other important case information;
- To facilitate locating the settlement website, sponsored search listings will be acquired on the three most frequently visited internet search engines: *Google*, *Yahoo!*, and *Bing*;
- A toll-free information line will be established for Class Members;
- An informational release will be distributed nationwide in English and Spanish on PR Newswire; and
- CAFA Notice will be sent to appropriate state, federal, and U.S. Territory government officials.

NOTICE PLAN METHODOLOGY

Federal Rules of Civil Procedure, Rule 23 directs that notice must be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort” and that “the notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”² The proposed Notice Plan satisfies these requirements.

NOTICE PLAN DETAIL

Data Acquisition. Epiq will be provided with the list of applicable Vehicle Identification Numbers (“VIN LIST”) from Toyota. Epiq will send the VIN LIST to S&P Global Automotive, formerly known as Polk (“Polk”), to purchase data containing identifying information and last known mailing addresses corresponding with the VINs provided by Toyota.³

² Fed. R. Civ. P. 23(c)(2)(B).

³ For Polk to obtain and/or release this type of information for purposes of sending notice to Class Members, a Court Order authorizing Polk to obtain Subject Vehicle owner information from the relevant state DMVs is needed because the Driver’s Privacy Protection Act (“DPPA”), 18 U.S.C. § 2721, *et seq.*, requires states to protect the privacy of personal information contained in a person’s motor vehicle record.

Polk collects and analyzes automotive related data, and to the extent Polk does not already have the needed Class Members' vehicle and contact information in its existing database, Polk will use the VINs to be provided by Toyota to request and obtain Subject Vehicle and owner contact information from the respective state Departments of Motor Vehicles (collectively "State DMVs").⁴

After receipt of the name and address data from Polk, Epiq will utilize reliable third-party look-up service to obtain corresponding email addresses for as many identified Class Members as possible.

The Class Member data will be used to provide individual notice to identified Class Members. An Email Notice will be sent to all Class Members for whom an email address can be obtained. A postcard notice will be sent via United States Postal Service ("USPS") first class mail to all identified Class Members for whom an email address is not available or is undeliverable after multiple attempts ("Postcard Notice").

INDIVIDUAL NOTICE

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

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

Individual Notice – Direct Mail. Epiq will send a Postcard Notice to all identified Class Members with an associated physical mailing address and no valid email address, or the email notice was

⁴ Based on Epiq's experience with handling other automotive class action cases, Epiq anticipates that up to 90 days will be needed to obtain the Class Members' respective vehicle and contact information through Polk. This is from the date Epiq receives the VINs from Toyota, and the required Court order authorizing Polk to obtain Class Member contact and vehicle information from the relevant State DMVs.

undeliverable after multiple attempts. The Postcard Notice will be sent via USPS first class mail. The Postcard Notice will clearly and concisely summarize the legal rights of the Class Members. The Postcard Notice will also direct the recipients to the settlement website where they can access additional information.

Prior to sending the Postcard Notices, all mailing addresses will be checked against the National Change of Address (“NCOA”) database maintained by the USPS to ensure Class Member address information is up-to-date and accurately formatted for mailing.⁵ In addition, the addresses will be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the ZIP code, and will be verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

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

PAID MEDIA NOTICE

Internet advertising has become a standard component in legal notice programs. The internet has proven to be an efficient and cost-effective method to target and provide measurable reach of persons covered by a settlement. According to MRI-Simmons data,⁶ 97% of Adults aged 18+ in the United States are online and 85% of all Adults aged 18+ use social media.⁷

The proposed Notice Program includes targeted digital advertising on the selected advertising network *Google Display Network*, which represents thousands of digital properties across all major content categories (“Digital Notice”). The Digital Notices will also be placed on the social media

⁵ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (“COA”) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery point coded addresses, for matches made to the NCOA file for individual, family, and business moves.

⁶ MRI-Simmons is a leading source of publication readership and product usage data for the communications industry. MRI-Simmons is a joint venture of GfK Mediamark Research & Intelligence, LLC (“MRI”) and Simmons Market Research. MRI-Simmons offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from a single sample. As the leading U.S. supplier of multimedia audience research, the company 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-Simmons’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 United States.

⁷ MRI-Simmons 2022 Survey of the American Consumer®.

sites *Facebook* and *Instagram*. *Facebook* is the leading social networking site in the United States with 175 million users and *Instagram* has 143 million active users in the United States.⁸

The Digital Notices will be targeted to selected audiences nationwide who have shown an interest or affinity for content related to Toyota and/or Toyota RAV4. Additionally, a List Activation campaign will also be utilized to reach Class Members by matching online consumer profiles with the known emails of Class Members. The Digital Notice will then be served directly to those individuals.

The Digital Notices will be designed to encourage participation by Class Members—by linking directly to the settlement website, allowing visitors easy access to relevant information and documents. Consistent with best practices, the Digital Notices will use language from the Long Form Notice headline, which will allow users to identify themselves as potential Class Members. All Digital Notices will appear on desktop, mobile, and tablet devices. Digital Notices will also be targeted (remarketed) to people who click on a Digital Notice.

More details regarding the target audiences, distribution, and specific ad sizes of the Digital Notices, are included in the following table.

<i>Network/Property</i>	<i>Target/Distribution</i>	<i>Ad Sizes</i>	<i>Planned Impressions</i>
<i>Google Display Network</i>	Adults 18+ and Affinity Target for Toyota RAV4 and/or Toyota	300x250, 728x90, 300x600, 970x250	500,000
<i>Google Display Network</i>	Adults 18+ and Intent Target for Toyota RAV4 and/or Toyota	300x250, 728x90, 300x600, 970x250	500,000
<i>Google Display Network</i>	List Activation Targeting	300x250, 728x90, 300x600, 970x250	5,000,000
<i>Facebook</i>	Adults 18+ and interest in Toyota RAV4 and/or Toyota	Newsfeed & RHC	5,000,000
<i>Instagram</i>	Adults 18+ and interest in Toyota RAV4 and/or Toyota	Newsfeed	3,850,000
TOTAL			14,850,000

Combined, approximately 14.8 million targeted impressions will be generated by the Digital Notices.⁹ The Digital Notices will run for approximately thirty days. Clicking on the Digital Notices will link the reader to the settlement website, where they can easily obtain detailed information about the Settlement.

⁸ Statista Digital 2023: Global Overview Report. Statista, founded in 2007, is a leading provider of worldwide market and consumer data and is trusted by thousands of companies around the world for data. Statista.com consolidates statistical data on over 80,000 topics from more than 22,500 sources and makes it available in German, English, French and Spanish.

⁹ The third-party ad management platform, ClickCease will be used to audit the Digital Notice ad placements. This type of platform tracks all Digital Notice ad clicks to provide real-time 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.).

U.S. TERRITORY TARGETING

A Publication Notice will be placed in eight newspapers and their associated websites, where available, covering Puerto Rico and other U.S. Territories. The Publication Notice will range from a one-eighth to a one-sixth page ad unit depending on the dimensions of each newspaper and will be placed in either English or Spanish. The Publication Notice will run one-time in each printed newspaper and the Digital Notice will run for approximately thirty days on their associated websites. The eight newspapers include: *El Nuevo Dia*, *El Vocero De Puerto Rico*, *Primera Hora*, *Pacific Daily News*, *Saipan Tribune*, *San Juan Daily Star*, *Samoa News*, and *the Virgin Island Daily News*.

SPONSORED SEARCH LISTINGS

To facilitate locating the settlement website, sponsored search listings will be acquired on the three most frequently visited internet search engines: Google, Yahoo! and Bing. When search engine visitors search on selected common keyword combinations related to the Settlement, the sponsored search listing created for the Settlement will be generally displayed at the top of the visitor's website page prior to the search results or in the upper right-hand column of the web-browser screen. The sponsored search listings will be targeted nationwide and include Puerto Rico and other U.S. Territories. All sponsored search listings will link directly to the settlement website.

INFORMATIONAL RELEASE

An informational release in English and Spanish will be issued nationwide via PR newswire to both traditional (print, radio, TV) media outlets and online news sources. The informational release will include the address of the settlement website and the toll-free telephone number. The informational release will serve a valuable role by providing additional notice exposures beyond that which was provided by the paid media.

SETTLEMENT WEBSITE

Epiq will create and maintain a dedicated website for the Settlement with an easy to remember domain name. Relevant documents, including the Settlement Agreement, Long Form Notice, Complaint, Preliminary Approval Order, Motion for Approval of Attorneys' Fees and Costs (when available), and other Court documents, will be posted on the Settlement website. In addition, the Settlement website will include relevant dates, answers to frequently asked questions ("FAQs"), instructions for how Class Members may opt-out (request exclusion) from or object to the Settlement, contact information for the Settlement Claims Administrator and the Settlement Notice Administrator, and how to obtain other case-related information. Class Members will also be able to file a Claim Form on the settlement website. The Settlement website address will be prominently displayed in all notice documents.

TOLL-FREE TELEPHONE NUMBER & CONTACT INFORMATION

A toll-free telephone number will be established for the case. Class Members will be able to call for additional information, listen to answers to FAQs, and request that a Long Form Notice be mailed to them. Callers will also have the option to connect with a live operator. The toll-free telephone number

will be prominently displayed in all notice documents. The automated telephone system will be available 24 hours per day, 7 days per week.

A postal mailing address will be established, providing Class Members with the opportunity to request additional information or ask questions.

PLAIN LANGUAGE NOTICE DESIGN

The proposed Notices are designed to be “noticed,” reviewed, and—by presenting the information in plain language—understood by Class Members. The design of the Notices follows the principles embodied in the Federal Judicial Center’s (“FJC”) illustrative “model” notices posted at www.fjc.gov. Many courts, and the FJC itself, have approved notices that we have written and designed in a similar fashion. The proposed Notices contain substantial, albeit easy-to-read summaries of all key information about Class Members’ rights and options. Consistent with our normal practice, all notice documents will undergo a final edit prior to actual mailing and display for grammatical errors and accuracy.

The proposed Long Form Notice will provide substantial information to Class Members. The proposed Long Form Notice includes details regarding the Class Members’ ability to opt-out and the deadline to do so, among other information.

CAFA NOTICE

Pursuant to the Settlement Agreement, Epiq will provide notice of the proposed Settlement under CAFA, 28 U.S.C. §1715(b), to appropriate state, federal, and U.S. Territory government officials.

DATA PRIVACY AND SECURITY

Epiq has procedures in place to protect the security of class data, including Personal Identifiable Information (“PII”) and Vehicle Identification Numbers (“VINs”). As with all cases, Epiq will maintain extensive data security and privacy safeguards in its official capacity as the Settlement Notice Administrator for this Action. A Services Agreement, which formally retains Epiq as the Settlement Notice Administrator, will govern Epiq’s administration responsibilities for the action. Service changes or modification beyond the original contract scope will require formal contract addendum or modification. Epiq maintains adequate insurance in case of errors.

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

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

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

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

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

Epiq holds several industry certifications including: Trusted Information Security Assessment Exchange ("TISAX"), Cyber Essentials, Privacy Shield, and ISO 27001. In addition to retaining these certifications, we are aligned to Health Insurance Portability and Accountability Act ("HIPAA"), National Institute of Standards and Technology ("NIST"), and Federal Information Security Management Act ("FISMA") frameworks. Epiq follows local, national, and international privacy regulations. To support our business and staff, Epiq has a dedicated team to facilitate and monitor compliance with privacy policies. Epiq is also committed to a culture of security mindfulness. All employees routinely undergo cybersecurity trainings to ensure that safeguarding information and cybersecurity vigilance is a core practice in all aspects of the work our teams complete.

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

Exhibit 3

Toyota RAV4 Battery Class Action Settlement Notice

A federal court authorized this Notice. This is not a solicitation from a lawyer.

Cash Payments and Other Benefits Are Available for Eligible Current and Former Owners and Lessees of 2013-2018 Toyota RAV4 Vehicles

There is a proposed settlement (the “Settlement”) in a class action lawsuit against the Toyota Defendants¹ concerning 2013-2018 Toyota RAV4 vehicles, which were identified as part of Recall 23V-734 (known as the “Subject Vehicles”). Note: hybrid vehicles are not included in the Recall or the Settlement. If you are included in the Settlement, you have legal rights and options and deadlines by which you must exercise them.

The Settlement provides a Consumer Support Program that provides an Inspection Program and reimbursement of certain unreimbursed out-of-pocket expenses as further discussed in this Settlement notice.

The case is currently pending before Judge Amos L. Mazzant, III in the United States District Court for the Eastern District of Texas, Sherman Division, in an action titled *Murphy v. Toyota Motor Corp. et al.* (Case No. 4:21-cv-00178). Plaintiffs allege that the battery terminal equipped in the Subject Vehicles are vulnerable to battery failure which can lead the automobile to lose electrical power, experience vehicle stalling, and potentially cause a fire in the engine compartment. Toyota denies the allegations brought against it in the lawsuit but has agreed to the Settlement to resolve the case. The Court has not decided who is right. The purpose of this notice is to provide you with important information about the Settlement so you may decide what to do.

If the Court grants final approval, the Settlement will provide compensation and other benefits to eligible current and former owners and lessees of Subject Vehicles through a Customer Support Program. The Customer Support Program benefits include:

- An Inspection Program;
- A Battery Replacement Reimbursement Program that provides partial reimbursement to replace a Group 26R battery with a Group 35 battery in Subject Vehicles;
- An Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program that provides reimbursement for (i) unreimbursed repairs or parts

¹ Capitalized terms have the meaning assigned to them in the Settlement Agreement, unless otherwise noted.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT [www.\[website\]](#)

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- replacements of the battery hold-down assembly of the Subject Vehicle and (ii) related reasonable rental and/or towing expenses; and
- An Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program that provides:
 - (i) unreimbursed out-of-pocket damages to the Subject Vehicle and/or property damage caused by a Unique Thermal Event caused by the alleged defect to the Subject Vehicle’s battery hold-down assembly; and
 - (ii) related reasonable rental and/or towing expenses.

You may be eligible for these benefits if you own, lease, or previously owned or leased a Subject Vehicle and file a timely and valid Claim. The Subject Vehicles are 2013–2018 RAV4 vehicles.

To determine whether your vehicle is part of the Class, please visit the Settlement website, [www.\[website\]](#), which contains a Vehicle Identification Number (VIN) lookup tool to check the eligibility of your vehicle.

For their work in securing this Settlement, the attorneys representing the Class (known as “Class Counsel”) will request up to \$13.6 million in attorneys’ fees, costs, and expenses. Class Counsel will also request service awards of up to \$5,000 for each of the Class Representatives. If approved by the Court, the attorneys’ fees, costs, and expenses, and Class Representative service awards, will be paid by Toyota.

This notice provides a summary of the Settlement, and it is important that you review it carefully to understand your legal rights. The full details of the Settlement, including the Settlement Agreement and other important case documents, are available at [www.\[website\].com](#). Please visit the website regularly for further updates about the Settlement.

What This Notice Contains

[Insert Table of Contents]

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT [www.\[website\]](#)
PLEASE CONTINUE TO CHECK THE WEBSITE REGULARLY FOR IMPORTANT SETTLEMENT UPDATES
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

A. BASIC INFORMATION

1. What is this Notice about?

A federal court authorized this notice to inform you of a proposed class action settlement. You are NOT being sued. This notice explains the litigation, the proposed Settlement, and your legal rights. Judge Amos L. Mazzant, III of the United States District Court for the Eastern District of Texas, Sherman Division is overseeing this case and has exclusive jurisdiction over the Settlement. This litigation is known as *Murphy v. Toyota Motor Sales, U.S.A., Inc.*, Case No. 4:21-cv-00178.

If you have any questions, please visit [www.\[website\]](http://www.[website]) or contact the Settlement Notice Administrator at [\[phone number\]](tel:[phone number]).

2. What are my options?

The table below summarizes your options under the proposed Settlement. **Please review this information carefully because your legal rights may be affected even if you do not take any action.**

OBTAIN AN INSPECTION OF THE SUBJECT VEHICLE	Authorized Toyota Dealers will perform an inspection the Subject Vehicle to confirm that the Subject Vehicle’s battery is the correct size. If certain components used to secure the battery in place are found to be damaged or missing during this inspection, they will be replaced at no cost to the Class Member, as long as the correct size battery is installed at the time of the inspection. Repairs will not be made to fix any damage caused by a collision involving the Subject Vehicle. You may receive an inspection regardless of whether you had previously obtained an inspection by an authorized Toyota Dealer as part of Consumer Advisory 21TG01.
FILE A CLAIM FOR REIMBURSEMENT	<p>You will be able to submit a claim for reimbursement at www.[website] for the following programs:</p> <ul style="list-style-type: none"> • Battery Replacement Reimbursement Program which provides partial reimbursement to replace a Group 26R battery with a Group 35 battery in Subject Vehicles. The deadline to submit claims is [DATE]. • Unreimbursed Out-of-Pocket Repair/Reimbursement Expense Reimbursement Program which provides reimbursement for costs incurred prior to [DATE] of (i) unreimbursed repairs or parts replacements of the battery hold-down assembly of the Subject Vehicle and (ii) related reasonable rental and/or towing expenses. The deadline to submit such claims is December 1, 2024. • Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program that provides reimbursement for costs incurred prior to [DATE] or 30 days after the date the Recall

QUESTIONS? CALL TOLL FREE 1-[\[number\]](tel:[number]) OR VISIT [www.\[website\]](http://www.[website])

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	<p>Remedy is available, whichever date is earlier, of: (i) unreimbursed out-of-pocket damages to the Subject Vehicle and/or property damage caused by a Unique Thermal Event caused by the alleged defect to the Subject Vehicle’s battery hold-down assembly and (ii) related reasonable rental and/or towing expenses. The deadline to submit such claims will be July 1, 2025.</p> <p>Please refer to Questions 12–17 below for more information about the eligible out-of-pocket expenses.</p> <p>If you incurred out-of-pocket expenses related to the costs above, you may submit a claim for reimbursement at www.[website]. Please refer to Question 15 for details on how to submit a claim.</p>
<p>OBJECT</p>	<p>You may write to the Court to explain why you do not like the Settlement. If you object to the Settlement, you are expressing your views about the Settlement, but you will remain a member of the Class (if you are otherwise eligible) and you will still release the claims covered by this Settlement. If you make an objection, you must still submit a claim to receive compensation under the Settlement. Please refer to Questions 24-25 below for further details on objecting to the Settlement. You must object by [Objection Deadline]. You cannot both exclude yourself from and object to the Settlement.</p>
<p>EXCLUDE YOURSELF</p>	<p>If you wish to exclude yourself from the Settlement, you must submit a request to exclude yourself from, or “opt out” of, the Settlement. If you do so, you will not receive any of the Settlement benefits, but you will preserve your rights to sue Toyota separately over the claims being resolved by this Settlement. You cannot both exclude yourself from and object to the Settlement.</p> <p>Please refer to Questions 19-21 below for details on excluding yourself from the Settlement. Your request for exclusion must be postmarked on or before [Opt-Out Deadline].</p>
<p>APPEAR IN THE LAWSUIT OR GO TO THE FAIRNESS HEARING</p>	<p>You are not required to appear before the Court to participate in the Settlement. If you object to the Settlement as described above, you may ask to speak in Court about the fairness of the Settlement. Please refer to Questions 24 and 26-28 for further details. The fairness hearing is set for [DATE] at [TIME].</p>
<p>DO NOTHING</p>	<p>If you are a member of the Class and choose to do nothing, you will not receive certain benefits provided under the Settlement, and you will give up the right to sue Toyota about the issues in the lawsuit.</p>

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT [www.\[website\]](http://www.[website])
PLEASE CONTINUE TO CHECK THE WEBSITE REGULARLY FOR IMPORTANT SETTLEMENT UPDATES
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3. What is this lawsuit about?

This lawsuit alleges that Toyota designed and sold 2013-2018 RAV4 vehicles with a defective battery terminal. The battery terminal includes a battery clamp sub-assembly, battery tray, and positive terminal cover that holds the battery in place while the vehicle is in use. Plaintiffs allege that the battery defect can cause a failure of the battery leading the automobile to lose electrical power, experience vehicle stalling, and potentially cause a fire in the engine compartment.

Toyota denies all claims and allegations of wrongdoing and denies that they violated any law or duty that would give rise to liability. The Court has not decided who is right.

4. Which Vehicles Are Included in the Settlement?

The Settlement applies to 2013-2018 Toyota RAV4 vehicles, which were identified as part of Recall 23V-734 submitted to NHTSA on or about November 1, 2023 (“Subject Vehicles”). Note: hybrid 2013-2018 RAV4 vehicles are not included in the Recall or the Settlement.

To determine whether your vehicle is part of the Settlement, please visit [www.\[website\].com](http://www.[website].com) and use the VIN lookup tool to check the eligibility of your vehicle. If you do not know your VIN, please check the driver’s side dashboard and/or driver’s side door post, which will contain the 17-digit VIN for your vehicle. You should take a photo of the VIN with your phone, so you have easy access to the number when you’re filing a claim or registering for a residual payment.

5. What is a Class Action?

In a class action, people called “class representatives” sue on behalf of other people who have similar claims. All of these people together are known as the “Class” or “Class Members,” and the Court must approve this procedure. When a class action is settled, the Court resolves the issues in the lawsuit for all class members, except for those who request to be excluded from (or “opt out” of) the class. Opting out means that you will not receive benefits under the Settlement. The opt out process is described in Questions 19-21 below.

6. Why is there a Settlement?

Both sides in the lawsuit agreed to the Settlement to avoid the cost and risk of further litigation, including a potential trial. The Settlement provides benefits to Class Members in exchange for releasing Toyota from liability. The Settlement does not mean that Toyota broke any laws or did anything wrong, and the Court did not decide which side was right. The Class Representatives and the lawyers representing the Class believe that the Settlement is in the best interests of all Class Members.

This notice summarizes the essential terms of the Settlement. The Settlement Agreement sets forth in greater detail the rights and obligations of the parties. To access the Settlement Agreement and other important case documents, please visit [www.\[website\].com](http://www.[website].com).

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT [www.\[website\]](http://www.[website])

PLEASE CONTINUE TO CHECK THE WEBSITE REGULARLY FOR IMPORTANT SETTLEMENT UPDATES

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B. WHO IS IN THE SETTLEMENT?

7. Am I included in the Settlement?

You are included in the Class if as of **[INSERT Initial Notice Date]** you own, lease, or previously owned or leased a Subject Vehicle (as defined in Question 4 above) in any of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions.

To check whether you have a Subject Vehicle, please enter your Vehicle Identification Number in the VIN lookup tool available at **www.[Website]**.

8. Is anyone excluded from the Settlement?

The following entities and individuals are **excluded** from the Class:

- Toyota, its officers, directors, and employees;
- Plaintiffs' counsel;
- the Court and associated court staff assigned to this case and their immediate family members; and
- Persons or entities who or which timely and properly exclude themselves from the Class and the exclusion request is finally approved by the Court.

For more information, please review the Settlement Agreement available at **www.[website].com**.

9. I am not sure if I am included in the Settlement. How do I obtain more information?

If you are not sure whether you are included in the Class, you may contact the Settlement Notice Administrator at 1-**[number]** or visit **[Website].com**, which contains further information and a VIN lookup tool to determine if your vehicle is part of the Class.

C. THE SETTLEMENT BENEFITS —WHAT YOU GET AND HOW TO GET IT

10. What does the Settlement provide?

Plaintiffs and Toyota have agreed to a Customer Support Program which consists of:

- An Inspection Program to confirm that the Subject Vehicle's battery is the correct size and make certain repairs (described in Question 11 below);

QUESTIONS? CALL TOLL FREE 1-[number]** OR VISIT **www.[website]****

PLEASE CONTINUE TO CHECK THE WEBSITE REGULARLY FOR IMPORTANT SETTLEMENT UPDATES

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- A Battery Replacement Reimbursement Program (described in Question 12 below);
- An Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program (described in Question 13 below); and
- An Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program (described in Question 14 below).

To receive the compensation benefits, you must submit a claim by the deadlines specified in the Questions 12-14. If you do nothing, you may not receive certain benefits from the Settlement, and, as a Class Member, you will not be able to sue Toyota about the issues in the lawsuit.

11. How does the Inspection Program work?

Toyota shall institute a Settlement Inspection Program where authorized Toyota Dealers will perform an inspection the Subject Vehicle to confirm that the Subject Vehicle's battery is the correct size. If certain components used to secure the battery in place are found to be damaged or missing during this inspection, they will be replaced at no cost to the Class Member, as long as the correct size battery is installed at the time of the inspection. Repairs will not be made to fix any damage caused by a collision involving the Subject Vehicle.

You may participate in the Inspection Program if:

- (a) Your Subject Vehicle had not previously been inspected by an authorized Toyota Dealer as part of the Consumer Advisory 21TG01 ("Consumer Advisory"); or
- (b) Your Subject Vehicle had previously been inspected by a Toyota Dealer as part of the Consumer Advisory, but you request a second inspection be performed.

12. How does the Battery Replacement Reimbursement Program work?

Toyota will implement a Battery Replacement Reimbursement Program that permits Class Members to submit a claim for a partial reimbursement to replace a Group 26R battery with a Group 35 battery in a Subject Vehicle. The amount of reimbursement will be as follows:

- For Class Members that already received a \$32 discount pursuant to Consumer Advisory 21TG01, the Class Member may submit a claim to receive a \$43 reimbursement.
- For Class Members that purchased a battery prior to [the Initial Notice Date] but had not received a \$32 discount pursuant to the Consumer Advisory, the Class Member may submit a claim to receive a \$75 reimbursement.
- For Class Members that purchase a battery at an authorized Toyota Dealer after [the Initial Notice Date], the Class Member may submit a claim to receive a \$75 reimbursement.
- Class Members that have not previously received a discount pursuant to the Consumer Advisory and purchase a battery after [the Initial Notice Date] from a source other than an authorized Toyota Dealer will not be eligible for reimbursement.

Class Members may submit claims under the Battery Replacement Reimbursement Program until [INSERT ONE YEAR FOLLOWING INITIAL NOTICE DATE].

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT [www.\[website\]](#)

PLEASE CONTINUE TO CHECK THE WEBSITE REGULARLY FOR IMPORTANT SETTLEMENT UPDATES

PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

13. How does the Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program work?

Toyota will implement an Out-of-Pocket Repair/Replacement Expense Reimbursement Program that permits Class Members to submit Out-of-Pocket Claims for reimbursement for (i) unreimbursed repairs or parts replacements of the battery hold-down assembly of the Subject Vehicle and (ii) related reasonable rental and/or towing expenses.

Expenses for claims submitted as part of the Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program must have been incurred prior to the Initial Notice Date.

Claims for the Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program must be submitted by December 1, 2024.

Expenses that are not the result of the alleged defect to the Subject Vehicle's battery hold-down assembly, but rather are the result of collision, misuse and/or abuse will not be eligible for reimbursement.

14. How does the Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program work?

Toyota will implement an Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program that permits Class Members to submit Out-of-Pocket Claims for reimbursement for (i) unreimbursed out-of-pocket damages to the Subject Vehicle and/or property damage caused by a Unique Thermal Event caused by the alleged defect to the Subject Vehicle's battery hold-down assembly and (ii) related reasonable rental and/or towing expenses.

The amount reimbursed for a Claim is limited to the actual unreimbursed out-of-pocket expense actually incurred by the Class Member. For the avoidance of doubt, where a claim was made pursuant to a Class Member's insurance policy, reimbursement is limited to the deductible actually paid by the Class Member.

Expenses for claims submitted as part of the Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program must have been incurred within a year following the Initial Notice Date or 30 days after the Recall Remedy is available to the Class Member, whichever is earlier.

Claims for the Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program must be submitted by July 1, 2025.

Expenses that are not the result of the alleged defect to the Subject Vehicle's battery hold-down assembly, but rather are the result of collision, misuse, and/or abuse will not be eligible for reimbursement.

15. How do I submit my claim for out-of-pocket expenses?

The claims process is easy to complete and will require basic documentation to show your out-of-pocket expenses, such as a receipt, invoice, credit card statement, canceled check, an associated towing or rental car

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rental expense, an associated damage related to the battery hold-down assembly unit, and other reasonable and practicable evidence. To submit your claim, please visit [www.\[website\]](#), input your Vehicle Identification Number (VIN), and fill out the Claim Form.

If you would prefer to submit your Claim Form and supporting documentation by mail, you can download and print forms from the Settlement website or request a hardcopy form to be mailed to you by calling [\[Phone\]](#). **For faster claims processing, you should submit your claim online at the website below, rather than by mail.**

Submit claims online: [\[website\]](#)

Submit claims via mail: [\[Address\]](#)

16. When will my claim for out-of-pocket expenses be paid?

The Settlement Special Administrator will begin issuing payments on a rolling basis within 60 days after the Court grants final approval of the Settlement and any appeals of that final approval order are resolved. Payments will continue on a rolling basis as claims are submitted and approved. Please check [www.\[website\].com](#) for updates on Settlement payments.

17. I have multiple Subject Vehicles. How many claims for out-of-pocket expenses may I submit?

You may submit a claim for out-of-pocket expenses for each Subject Vehicle you own(ed) or lease(d), as long your out-of-pocket expenses are not duplicative. For example, if you have two Subject Vehicles, you may submit a separate claim for each vehicle, but you may not seek reimbursement twice for the same out-of-pocket expense.

18. What am I giving up in exchange for the Settlement benefits?

If the Settlement becomes final and you do not exclude yourself, you will release Toyota and the Released Parties from liability and will not be able to sue Toyota about the issues in the lawsuit.

Under the Settlement, you are not releasing any claims for personal injury or wrongful death.

The Settlement Agreement at Section VII and Appendix A of this Long Form Notice describes the released claims in necessary legal terminology, so read it carefully. The Settlement Agreement is available at [www.\[website\].com](#). You can talk to one of the lawyers listed in Question 22 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

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D. EXCLUDING YOURSELF FROM THE SETTLEMENT

19. If I exclude myself, can I get anything from this Settlement?

If you wish to keep the right to sue or continue to sue Toyota over the legal issues in this lawsuit, then you must take steps to exclude yourself from the Settlement. This is also known as “opting out” of the Class.

If you exclude yourself, you will not receive any Settlement benefits and you will not be bound by anything that happens in this lawsuit. If you ask to be excluded, you also cannot object to the Settlement because you will no longer be part of the Class.

20. If I exclude myself, can I sue later?

If you timely and properly request exclusion from the Settlement, you will not release your claims resolved under the Settlement and will retain the right to sue Toyota about the issues in this lawsuit.

21. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a written request stating that you want to be excluded from the settlement. Your written request must include:

- The case name “*Murphy v. Toyota Motor Corp. et. al.*” and number of the Action, No. 4:21-cv-00178;
- Your full name, current residential address, mailing address (if different), telephone number, and e-mail address;
- An explanation of the basis upon which you claim to be a Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s);
- A request that you want to be excluded from the Class; and
- Your dated, handwritten signature (an electronic signature or attorney’s signature is not sufficient).

You cannot ask to be excluded over the phone or at the settlement website. You **must** mail your letter with your exclusion request to:

[Settlement Notice Administrator contact and address]

Your letter with your exclusion request must be postmarked no later than [date], to be considered by the Court. The deadlines found in this notice may be changed by the Court. Please check [www.\[website\].com](http://www.[website].com) regularly for updates regarding the Settlement.

E. THE LAWYERS REPRESENTING YOU

22. Do I have a lawyer in the case?

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT [www.\[website\]](http://www.[website].com)
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Yes. The Court has appointed lawyers from the law firms Freed Kanner London & Millen LLC, McCune Law Group APC, Bailey & Glasser LLP, and Steckler Wayne Cherry & Love PLLC. These lawyers are called “Class Counsel.” Their contact information is as follows:

Kimberly A. Justice Freed Kanner London & Millen LLC 923 Fayette Street Conshohocken, PA 19428 Telephone: (610) 234-6487 kjustice@fklmlaw.com	David C. Wright McCune Law Group APC 3281 E. Guasti, Road, Suite 100 Ontario, California 91761 Telephone: (909) 557-1250 dcw@mccunewright.com
Bruce Steckler Steckler Wayne Cherry & Love PLLC 12720 Hillcrest Road Dallas, Texas 75230 Telephone: (972) 387-4040 bruce@swclaw.com	Todd A. Walburg Bailey & Glasser, LLP 1999 Harrison Street, Suite 660 Oakland, California 94612 Telephone: (510) 272-8000 twalburg@baileyglasser.com

If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

23. How will the lawyers be paid?

Class Counsel will ask the Court to award the attorneys representing the Class up to \$13.6 million to compensate them for their attorneys’ fees, costs and expenses in litigating this case and securing this nationwide Settlement for the Class. Class Counsel will also ask the Court to award each of the Settlement Class Representatives a service award of up to \$5,000 each for their work in this litigation.

The Court must approve Class Counsel’s requests for fees, costs and expenses, and Settlement Class Representative service awards. Class Counsel will submit their request by [DATE], and that document will be available at www.[website].com shortly after it is filed with the Court. Class Members will have an opportunity to comment on and/or object to the request for attorneys’ fees, costs and expenses and Settlement Class Representative service awards, as explained further in Question 24.

Please check www. [website].com regularly for updates regarding Class Counsel’s request for attorneys’ fees, costs, and expenses.

F. OBJECTING TO THE SETTLEMENT

24. How do I tell the Court if I do not like the Settlement?

If you do not exclude yourself from the Settlement, you may object to it. The Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, no settlement

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payments will be sent, and the lawsuit will continue. To comment on or to object to the Settlement or to Class Counsel's request for attorneys' fees, costs, and expenses, and the request for Settlement Class Representative service awards, you or your attorney must submit your written objection to the Court with the following information:

- The case name "*Murphy v. Toyota Motor Corp. et. al.*" and number of the Action, No. 4:21-cv-00178;
- Your full name, current residential address, mailing address (if different), telephone number, and e-mail address;
- An explanation of the basis upon which you claim to be a Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s), and whether the Subject Vehicle is currently owned or currently leased by you;
- Whether the objection applies only to you, to a specific subset of the Class or to the entire Class, and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence you believe supports the objection;
- The number of times you have objected to a class action settlement within the five years preceding the date that you file the objection to this Settlement, the caption and case number of each case in which you have made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon your prior such objections that were issued by the trial and appellate courts in each listed case;
- If you have not made any such prior objection, you shall affirmatively so state in the written materials provided with the objection;
- A list of all persons who will be called to testify at the Fairness Hearing in support of the objection;
- A statement confirming whether you intend to personally appear and/or testify at the Fairness Hearing; and
- Your original signature and date of signature (an electronic signature or attorney's signature is not sufficient).

If an objection is made through a lawyer, the objection must also include (in addition to the above items):

- The full name, telephone number, mailing address, and e-mail address of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for attorneys' fees, costs and expenses;
- The identity of all counsel representing you who will appear at the Fairness Hearing; and
- The number of times your counsel has represented an individual or entity on whose behalf counsel has objected to a class action settlement within the five years preceding the date that they have filed the

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objection, and the caption and case number of each case in which your counsel has made such objection and the caption and case number of any related appeal.

The lawyer(s) asserting the objection must also:

- File a notice of appearance with the Court before the deadline to submit objections;
- File a sworn declaration attesting to his or her representation of each Class Member on whose behalf the objection is being filed, and specify the number of times during the prior five-year period that the lawyer or their law firm has objected to a class action settlement; and
- Comply with the written objection requirements described in Section VI.A. of the Settlement Agreement.

You must file your objection electronically with the Court on or before [Insert objection deadline] or mail your objection to the Clerk of the Court, Class Counsel and Toyota’s counsel with a postmark of on or before [DATE].:

Court	Class Counsel	Toyota’s Counsel
Clerk of Court United States District Court Eastern District of Texas, Sherman Division 101 East Pecan Street, Room 216 Sherman, Texas 75090	Kimberly A. Justice Freed Kanner London & Millen LLC 923 Fayette Street Conshohocken, PA 19428	John P. Hooper King & Spalding LLP 1185 Avenue of the Americas 34th Floor New York, New York 10036

If you intend to appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, you or your attorney(s) who intend to appear must also deliver a notice of intention to appear to Class Counsel and to Toyota’s Counsel at the addresses listed above, and file that notice with the Court, at least [#] days before the Fairness Hearing. See Question 28 for more information.

25. What is the difference between objecting and excluding yourself?

Excluding yourself is telling the Court that you do not want to be part of the Class and do not want to receive any benefits under the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you. Objecting is telling the Court that you do not like something about the settlement, the requested fees, costs, and expenses, and/or Settlement Class Representative service awards. You may object only if you stay in the Class. If you make an objection, you must still submit a claim to receive compensation under the Settlement.

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G. THE COURT'S FAIRNESS HEARING

26. When and where will the Court decide whether to grant final approval of the Settlement?

The Court will hold the final approval or "Fairness Hearing" at [TIME] on [DATE], at the United States District Courthouse, Eastern District of Texas, 101 East Pecan Street, Paul Brown United States Courthouse, Sherman, Texas 75090. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to approve the request for attorneys' fees, costs, and expenses, and the request for Class Representative service awards. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing (*see* Question 24 above). The Court will decide whether to grant final approval of the settlement, and, if so, how much to pay the lawyers representing you and the Class. We do not know how long these decisions will take. The Court may reschedule the Fairness Hearing, so check the Settlement website (www.[website]) for further updates.

27. Do I have to come to the hearing?

No, you do not need to attend the Fairness Hearing. Class Counsel will answer any questions the Court may have. If you wish to attend the hearing, you are welcome to come at your own expense. If you submit an objection to the Settlement, you do not have to come to Court to talk about it, but you have the option to do so if you provide advance notice of your intention to appear (*see* Question 24 above). As long as you submitted a written objection with all of the required information on time with the Court, the Court will consider it. You may have your own lawyer attend at your expense, but it is not required.

28. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file with the Court a written notice of your intent to appear by [DATE], and send a copy of that notice to Class Counsel and to Toyota's Counsel at the addresses listed in Question 24 above.

Anyone who has requested permission to speak must be present at the start of the Fairness hearing at [TIME] on [DATE]. The Court may reschedule the Fairness Hearing, so check the Settlement website (www.[website]) for further updates.

H. GETTING MORE INFORMATION

29. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a

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copy of the Settlement Agreement and other documents and information about the Settlement at [www.\[website\].com](http://www.[website].com). You can also call the toll-free number, **[phone number]**.

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Appendix A – Section VII from the Settlement Agreement – Release and Waiver

- A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Approval Order and Final Judgment.
- B. In consideration for the relief provided above, Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through, or under them, including their executors, administrators, heirs, assigns, predecessors and successors, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages and relief of any kind and/or type regarding the subject matter of the Action, including, but not limited to, injunctive or declaratory relief, compensatory, exemplary, statutory, punitive, restitutionary damages, civil penalties, and expert or attorneys' fees and costs, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative, vicarious or direct, asserted or un-asserted, including property damage claims allegedly caused by a defect of the Subject Vehicle's battery hold-down assembly, and whether based on federal, state or local law, statute, ordinance, rule, regulation, code, contract, tort, fraud or misrepresentation, common law, violations of any state's or territory's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, any breaches of express, implied or any other warranties, the Magnuson-Moss Warranty Act, or Song-Beverly Act, or any other source, or any claim of any kind, in law or in equity, arising from, related to, connected with, and/or in any way involving the Action.
- C. If a Class Member who does not opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.
- D. Notwithstanding the Release set forth in Section VII of th[e] Agreement, Plaintiffs and Class Members shall hold Released Parties harmless for all Released Claims that may be asserted by another legal or natural person (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Class Representative or Class Member.
- E. The Final Approval Order will reflect these terms of this Release.
- F. Class Representatives, on behalf of the other Class Members and through Class Counsel, expressly agree that this Release, the Final Approval Order, and/or the Final Judgment is, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.
- G. Class Representatives and Class Members shall not now or hereafter institute, maintain, prosecute, assert, investigate, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, claim, and/or proceeding, whether legal, administrative, or otherwise against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this Settlement.
- H. In connection with this Agreement, Class Representatives, on behalf of the other Class Members, acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Release herein. Nevertheless, it is the intention of Class Counsel on behalf of the Class Representatives in executing this Agreement fully, finally, and forever to settle, release, discharge, acquit, and hold harmless all such matters, and all existing and potential claims

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against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Action, provided, however, that Class Representatives and the other Class Members are not releasing claims for personal injury or wrongful death.

- I. Class Representatives expressly understand and acknowledge that all Class Representatives and Class Members will be deemed by the Final Approval Order and Final Judgement to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

Class Representatives expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

- J. Class Representatives represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Class Representatives further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Action, including, without limitation, any claim for benefits, proceeds, or value under the Action, and that Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the individual claims that they are releasing under the Settlement Agreement or in any benefits, proceeds, or values in the individual claims that they are releasing under the Settlement Agreement. Class Members submitting a Claim Form shall represent and warrant therein that they are the sole and exclusive owners of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions.
- K. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs, or any other fees, costs, and/or disbursements incurred by any attorneys, Class Counsel, Plaintiffs' Counsel, Class Representatives, or other Class Members who claim to have assisted in conferring the benefits under this Settlement upon the Class.
- L. Class Representatives, Plaintiffs' Counsel, Class Counsel, and any other attorneys who receive Attorneys' Fees, Costs, and Expenses from this Settlement Agreement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

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- M. Pending final approval of this Settlement via issuance by the Court of the Final Approval Order and Final Judgment, the Parties agree that any and all outstanding pleadings, discovery, deadlines, and other pretrial requirements are hereby stayed and suspended as to Toyota in regard to the Action. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Approval Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements as to Toyota.
- N. Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.
- O. Class Representatives and Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Settlement Agreement and shall be included in any Final Approval Order and Final Judgment entered by the Court.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT [www.\[website\]](#)

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Exhibit 4

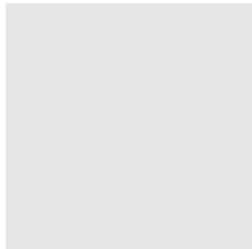
Direct Mail Notice to Class Members

Front:

THIS IS A COURT-APPROVED LEGAL CLASS SETTLEMENT NOTICE

Murphy v. Toyota Motor Corp., et al.
Case No. 4:21-cv-00178 (E.D. Tex.)
c/o Settlement Notice Administrator
[Address]
[City, State ZIP Code]

To access the official Settlement Website,
scan this QR Code.



[Class Member Name]
[Address]
[City, State, Zip]

Back:

You are receiving this notice because you may be a Class Member in a proposed class action settlement alleging that 2013-2018 Toyota RAV4 vehicles (“Subject Vehicles”) contain a defective battery terminal that can cause the automobile to lose electrical power, experience vehicle stalling, and potentially cause a fire. Toyota denies the allegations brought against it in the lawsuit, and the Court has not decided who is right. **This notice is to inform you about the Settlement and help you understand your options.**

Who’s Included in the Settlement? You are included in the Settlement if you are a current or former owner/lessee of a 2013-2018 RAV4 vehicle (“Subject Vehicle”). Subject Vehicles are subject to NHTSA Recall No. 23V-734 (“Recall”). Note: hybrid vehicles are not included in the Recall or the Settlement. You will be provided additional notice by Toyota when your vehicle is able to have the Recall performed (“Recall Remedy”).

What Are the Settlement Benefits? The proposed Settlement provides a Customer Support Program that includes: (1) an Inspection Program; (2) a Battery Replacement Reimbursement Program which provides partial reimbursement to replace a Group 26R battery with a Group 35 battery; (3) an Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program providing reimbursement for certain unreimbursed costs incurred prior to [DATE] related to a repair or parts replacement of the battery hold-down assembly unit and related reasonable rental and/or towing expenses; and (4) an Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program which provides reimbursements for certain unreimbursed out-of-pocket costs incurred prior to [DATE] or 30 days after the date the Recall Remedy is available, whichever is earlier, related to a Unique Thermal Event caused by the alleged defect to the battery hold-down assembly unit. You can access the Settlement website by scanning the QR code on this Notice, where you can (i) view settlement documents, (ii) determine whether you are included in the Settlement, and (iii) submit a claim. This Settlement does not resolve any claims for personal injury or wrongful death.

What Do I Need to Do? To participate, you must submit a timely and valid claim to receive a Settlement payment. Claims for (i) the Battery Replacement Reimbursement Program must be submitted by [DATE]; (ii) the Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program must be submitted by December 1, 2024; and (iii) the Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program must be submitted by July 1, 2025. You may submit a claim by visiting the Settlement website, scanning the QR code, or by submitting a claim by mail.

How Will the Attorneys Be Paid? The attorneys representing the class will request attorneys’ fees, costs, and expenses up to \$13.6 million to compensate them for their work litigating this case and securing the Settlement. Service awards up to \$5,000 for each of the Class Representatives will also be requested. For more information, visit the Settlement website or call the toll-free number below.

What Are My Rights? You may object to or exclude yourself from the Settlement by [Deadline]. If you exclude yourself, you will not release any of the legal claims resolved in this Settlement or be bound by the Court’s orders in this class action, but you will not be eligible for any benefits from the Settlement. If you wish to object to the Settlement, the Court will consider your views. You cannot both exclude yourself from and object to the Settlement. For more information visit the Settlement website.

When is the Fairness Hearing? The Court will hold a hearing on [Date], 2024, at [## a./p.m.], to consider whether to grant final approval to the Settlement. The hearing date may change, so please check the Settlement website regularly for updates. You do not need to attend but may attend at your own expense.

Questions? Please Call [Number] or Visit [www.\[Website\].com](http://www.[Website].com)

Exhibit 5

2013-2018 Toyota RAV4 Class Action Settlement Publication Notice

A federal court authorized this Notice

A Customer Support Program and Other Benefits Are Available for Eligible Current and Former Owners and Lessees of 2013-2018 Toyota RAV4 Vehicles

Toyota has agreed to a class action settlement to resolve claims that 2013-2018 Toyota RAV4 vehicles (“Subject Vehicles”) contain a defective battery terminal. The Settlement provides an Inspection Program and reimbursement for certain expenses.

What is this lawsuit about? Plaintiffs allege that the Subject Vehicles contain a defective battery terminal that can cause the automobile to lose electrical power, experience vehicle stalling, and potentially cause a fire. Toyota denies the allegations brought against it in the lawsuit but has agreed to the Settlement to resolve the case. The Court has not decided who is right.

Who is Included in the Settlement? You may be included in the Settlement if you currently own or lease or previously owned or leased a 2013-2018 RAV4 vehicle (“Subject Vehicle”). Subject Vehicles are subject to NHTSA Recall No. 23V-734, the “Recall.” Note: hybrid vehicles are not included in the Recall or this Settlement.

What Are the Settlement Benefits? The proposed Settlement provides a Customer Support Program that includes: (1) an Inspection Program; (2) a Battery Replacement Reimbursement Program; (3) an Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program; and (4) an Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program. You can find more information on the Settlement by accessing the website where you can (i) view settlement documents, (ii) determine whether you are included in the Settlement, and (iii) submit a claim. This Settlement does not resolve any claims for personal injury or wrongful death.

What are my options?

<p>FILE A CLAIM</p>	<p>You will be able to submit a claim for reimbursement at www.[website] for the following programs:</p> <ul style="list-style-type: none"> • Battery Replacement Reimbursement Program which provides partial reimbursement to replace a Group 26R battery with a Group 35 battery in Subject Vehicles. Deadline to submit such claims is [DATE]. • Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program which provides reimbursement for certain costs incurred prior to [DATE] related to repairs or parts replacements of the battery hold-down assembly and related reasonable rental and/or towing expenses. Deadline to submit such claims is December 1, 2024. • Unreimbursed Out-of-Pocket Unique Thermal Events Reimbursement Program, which provides reimbursement for costs incurred prior to [DATE] or 30 days after the date the Recall Remedy is available, whichever date is earlier, for unreimbursed out-of-pocket damages to the Subject Vehicle and/or property damage related to a Unique Thermal Event caused by the alleged battery hold-down assembly defect and related reasonable rental and/or towing expenses. The deadline to submit such claims is July 1, 2025.
<p>OBJECT</p>	<p>You may write to the Court to explain why you do not like the Settlement. If you object to the Settlement you will remain a member of the Class (if you are otherwise</p>

	eligible) and you will still release the claims covered by this Settlement.
EXCLUDE	If you wish to exclude yourself from the Settlement and not receive settlement benefits, you must submit a request to exclude yourself from, or “opt out” of, the Settlement. If you do so, you will preserve your rights to sue Toyota.
GO TO THE FAIRNESS HEARING	The Court will hold a hearing on [DATE, at TIME], to consider whether to grant final approval to the Settlement, including attorneys’ fees, costs, and expenses up to \$13.6 million and Class Representative Service Awards of up to \$5,000 each. The hearing date may change, so please check the Settlement website regularly for updates. You do not need to attend, but are welcome to at your own expense.
DO NOTHING	If you are a member of the Class and do nothing, you will not receive the benefits provided under the Settlement, and you will give up the right to sue Toyota about the issues in the lawsuit.

For more information, call [insert Settlement number] or visit www.[website].

1-8XX-XXX-XXXX

www.[website]

Exhibit 6

CLAIM FORM

Murphy v. Toyota Motor Corporation, et al.

Use this Claim Form only if:

- You are own(ed), purchase(d), or lease(d) a 2013-2018 RAV4 Vehicle, which were identified as part of Recall 23V-734 submitted to NHTSA on or about November 1, 2023. Note: hybrid vehicles are not included in this Recall or the Settlement.

AND

- You replaced a Group 26R battery with a Group 35 battery in your Subject Vehicle. Such claims must be submitted by [DATE].

OR

- You incurred out of pocket expenses to repair or replace parts of the battery hold down assembly of the Subject Vehicle, and for which you were not otherwise reimbursed, and the costs were incurred prior to the Initial Notice Date. Such claims must be submitted by December 1, 2024.

OR

- You incurred out-of-pocket damages to the Subject Vehicle or property due to a thermal event caused by a short circuit in the battery assembly unit of your Subject Vehicle (for example, a fire), and for which you were not otherwise reimbursed, and the costs were incurred within (1) a year of the Initial Notice Date; or (2) 30 days after the Recall Remedy was available for your Subject Vehicle, whichever is earlier. Such claims must be submitted by July 1, 2025.

You may be eligible for compensation if you are not excluded from the Class and you otherwise meet the terms and conditions specified in this Claim Form and the Settlement Agreement. For more information regarding the class action settlement, please first visit [www.\[#\].com](http://www.[#].com). If you still have questions regarding the claims process, call 1-[phone number].

INSTRUCTIONS FOR COMPLETING THIS CLAIM FORM

- 1) You can complete the Claim Form online at [www.\[#\].com](http://www.[#].com), or on paper. Check the Claim Form carefully to make sure all of the information is correct, complete and legible. Provide **all** requested information to complete and submit this Claim Form, attach Supporting Documentation, as specified below, and sign the Claim Form.
- 2) If you wish to submit claims for multiple vehicles, you must submit a separate claim for each VIN. The fastest way to do this is through the Settlement website.
- 3) Capitalized terms in this Claim Form have the same meaning as provided in the Settlement Agreement, which is available at [www.\[#\].com](http://www.[#].com). No funds will be paid

out unless and until the settlement is finally approved by the Court, including the resolution of any appeals in favor of upholding the settlement.

- 4) If you print this Claim Form, type or print legibly in blue or black ink. Do not use any highlighters. Provide **all** requested information to complete and submit this Claim Form, attach Supporting Documentation, as specified below, and sign the Claim Form.
- 5) **You must submit your completed Claim Form and any Supporting Documentation by mail or electronically no later than the deadlines indicated at the beginning of this Claim Form. Please check the settlement website, [www.\[#\].com](http://www.[#].com), which will be periodically updated. The completed Claim Form and any Supporting Documentation, can be submitted online at [www.\[#\].com](http://www.[#].com) or mailed to:**

[Settlement Notice Administrator Address]

Important: Keep a copy of your completed Claim Form and the Supporting Documentation. Any documents you submit with your Claim Form will not be returned. Do not send original documents. If your claim is rejected for any reason, you will be notified.

If you fail to timely and fully complete this Claim Form and submit the required Supporting Documentation, your Claim may be denied. If your Claim is denied, you will not receive a cash payment for your Claim. The Settlement Claims Administrator has the right to request verification of eligibility to participate in this Settlement.

Please provide your name and contact information below. Correspondence concerning this claim will be directed to the address you provide below. You must notify the Settlement Notice Administrator at [\[email\]](#) or [\[phone\]](#) if your contact information changes after your claim is submitted.

SECTION I – CLASS MEMBER AND COVERED VEHICLE INFORMATION															
Name:															
<i>Last</i>				<i>First</i>				<i>Middle Initial</i>							
<i>Vehicle Identification Number (VIN): (COMPLETE THIS BOX FIRST AS IT MAY POPULATE OTHER BOXES IN THIS CLAIM FORM AND BE SURE TO CORRECT ANY WRONG INFORMATION)</i>															
<i>Make</i>				<i>Model</i>				<i>Model Year of Vehicle</i>							
Your Address:															

Street Address : _____
City: _____ State: _____ Zip Code: _____
Phone Number: (_____) _____ - _____
E-mail Address: _____@_____._____

SECTION II – ELIGIBILITY

- 1. Did you replace a Group 26R battery in your Subject Vehicle with a Group 35 battery prior to [Initial Notice Date]?
 - No
 - Yes

If you answered “Yes” to question 1, please complete Sections 3, 6, and 7 of this Claim Form.

Please proceed to question 2 whether you answered “no” or “yes” to question 1.

- 2. Did you replace a Group 26R battery in your Subject Vehicle with a Group 35 battery purchased after [Initial Notice Date] from a Toyota dealership?
 - No
 - Yes

If you answered “Yes” to question 2, please complete Sections 3, 6, and 7 of this Claim Form.

Please proceed to question 3 whether you answered “no” or “yes” to question 2.

- 3. Did you incur out of pocket expenses to repair or replace parts of the battery hold down assembly of the Subject Vehicle, and for which you were not otherwise reimbursed, and the costs were incurred prior to [Initial Notice Date]?
 - No
 - Yes

If you answered “Yes” to question 3, please complete Section 4, 6, and 7 of this Claim Form.

Please proceed to question 4 whether you answered “no” or “yes” to question 4.

4. Did you incur out of pocket damages to the Subject Vehicle or property due to a thermal event caused by a short circuit in the battery assembly unit of your Subject Vehicle (for example, a fire), and for which you were not otherwise reimbursed, and the costs were incurred [within (1) a year of [Initial Notice Date]]; or (2) 30 days after the Recall Remedy was available for your Subject Vehicle, whichever is earlier?

- No
- Yes

If you answered “Yes” to question 4, please complete Section 5, 6, and 7 of this Claim Form.

If you answered “No” to questions 1, 2, 3, and 4, you are not eligible to submit a Claim Form.

SECTION III – BATTERY REPLACEMENT REIMBURSEMENT

Please complete this Section if you answered “Yes” to questions 1 or 2. The Settlement Claims Administrator will review your claim and any supporting documentation you provide to determine your eligibility for reimbursement.

<i>Date of Purchase of Battery:</i>
____ / ____ / ____
<i>Details of Battery Replaced (including brand and battery type):</i>
<i>Details of Battery Purchased (including brand and battery type):</i>
<i>Name, City and State of Business/Dealership Where Battery Was Purchased:</i>
Business/Delaership Name: _____ Street Address: _____ City: _____ State: _____ Zip Code: _____
<i>Did you receive a discount on the Group 35 battery you purchased?</i>

<input type="checkbox"/> No <input type="checkbox"/> Yes
<i>If "yes" please detail the discount you received (for example, the value of the discount and the reasons for the discount)</i>

SECTION IV – UNREIMBURSED OUT-OF-POCKET REPAIR/REPLACEMENT EXPENSE

Please complete this Section if you answered "Yes" to question 3. The Settlement Claims Administrator will review your claim and any supporting documentation you provide to determine your eligibility for reimbursement.

<i>Date of Repair or Replacement of the battery hold-down assembly of the Subject Vehicle:</i>
____/____/____
<i>Details of Repair including any specific parts that were replaced</i>
<i>Name, City and State of Business/Dealership Where Repair was completed:</i>
Business/Delaership Name: _____ Street Address: _____ City: _____ State: _____ Zip Code: _____
<i>What were the costs incurred, and what were the costs associated with?</i>
<i>Have you received any reimbursement for these costs? If so, detail what the amount and what kind of reimbursement</i>

SECTION V – UNREIMBURSED OUT-OF-POCKET EXPENSES RELATED TO UNIQUE THERMAL EXPENSES

Please complete this Section if you answered “Yes” to question 4. The Settlement Claims Administrator will review your claim and any supporting documentation you provide to determine your eligibility for reimbursement.

<i>Date and Details of of Unique Thermal Event (Fire)</i>
<i>Details of repair and/or damages sustained</i>
<i>Name, City and State of Business/Dealership Where Repair was completed:</i>
Business/Delaership Name: _____
Street Address: _____
City: _____ State: _____ Zip Code: _____
<i>What were the costs incurred, and what were the costs associated with?</i>
<i>Have you received any reimbursement for these costs? If so, detail what the amount and what kind of reimbursement</i>

SECTION VI – DOCUMENTATION

The best way to show that you are eligible to receive compensation is to provide copies of any documentation you have that support the expenses you listed in Sections III and/or IV, above. Support documentation may include, for example, proof of ownership/lease of a Subject Vehicle, receipts, invoices, credit card statement, canceled check, service records, repair orders, or any other documents that show:

- Proof of ownership or lease, which includes VIN, make and model
- Date the expense was incurred

- Details of the expense being claimed (for example, details of battery replacement, rental car expenses, towing expenses, or repairs)
- Details of the battery purchased
- Proof of payment and total amount paid
- Facility name, address and phone number where the purchase / repair occurred.

The court-appointed Settlement Claims Administrator will review your claim and supporting documentation to determine whether you are eligible for reimbursement and may request additional documentation. All claim decisions from the Settlement Claims Administrator are final.

SECTION VII – ATTESTATION

By signing this Claim Form, you affirm that you **HAVE NOT** already been reimbursed for any of the above services except as reflected on the documents you have submitted. If you were only partially reimbursed, please enclose the document(s) that show how much you were reimbursed.

I affirm under the laws of the United States of America, that the information in this Claim Form is true and correct to the best of my knowledge, information and belief. I understand that my Claim Form may be subject to audit, verification and the Settlement Claims Administrator and Court review.

Signature _____

Date _____

SECTION VIII – CLAIM FORM COMPLETION AND SUBMISSION CHECKLIST

- Be sure that your completed Claim Form includes your current name, address, telephone number, contact information and the vehicle identification number (VIN) of your Subject Vehicle.
- Provide receipts or other evidence for the battery replacement purchase and/ or out-of-pocket expenses, as instructed above.
- Keep a copy of your completed Claim Form (plus documentation submitted) for your records.
- Sign and date your Claim Form.
- Finally, you must submit your Claim Form and any Supporting Documentation, no later than:
 - [DATE] for Claims submitted as part of the Battery Replacement Reimbursement Program.
 - December 1, 2024 for Claims submitted as part of the Unreimbursed Out-of-Pocket Repair/Replacement Expense Reimbursement Program
 - July 1, 2025 for Claims submitted as part of the Unreimbursed Out-of-Pocket Unique Thermal Expense Reimbursement Program
- The completed claim form and documentation can be submitted online at [www.\[#\].com](http://www.[#].com) or mailed to:

[Settlement Notice Administrator Address]

Toyota, the Settlement Claims Administrator, and/or the Settlement Notice Administrator are not responsible for any misdelivered, lost, illegible, damaged, destroyed, or otherwise not received mail or e-mail.

Claim Forms will be processed and approved in accordance with the terms of the Settlement Agreement. Please check the settlement website, [www.\[#\].com](http://www.[#].com), for updates.

Exhibit 7

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

JULIET MURPHY, individually and on
behalf of similarly situated individuals,

Plaintiff,

v.

TOYOTA MOTOR CORPORATION, ET AL.,

Defendant.

No.: 4:21-cv-00178

Hon. Amos L. Mazzant, III

DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING CLASS NOTICE PLAN

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

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

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

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

4. Epiq is an industry leader in class action administration, having implemented more than a thousand successful class action notice and settlement administration matters. Epiq has been involved with some of the most complex and significant notice programs in recent history, examples of which are discussed below. My team and I have experience with legal noticing in more than 575 cases, including more than 70 multidistrict litigation settlements, and have prepared notices that have appeared in 53 languages and been distributed in almost every country, territory,

and dependency in the world. Courts have recognized and approved numerous notice plans developed by Epiq, and those decisions have invariably withstood appellate review.

RELEVANT EXPERIENCE

5. Epiq has handled numerous automotive settlements, many of which I have served as a notice expert and have been recognized and appointed by courts to design and provide notice:

Automotive Case List
<i>In re Takata Airbag Products Liability Litigation</i> , 1:15-md-02599 (S.D. Fla.) (BMW, Mazda, Subaru, Toyota, Honda, Nissan, Ford, and Volkswagen regarding Takata airbags)
<i>In re Takata Airbag Class Action Settlement - Australia Settlement</i> , [2021] NSWSC 1153 (Toyota, Lexus, Subaru, Honda, BMW, Nissan, and Mazda regarding Takata airbags)
<i>Louise Haselhurst v. Toyota Motor Corporation Australia Limited</i> , 2017/00340824
<i>Kimley Wisson v. Subaru (Aust) Pty Limited</i> , 2017/00353017
<i>Akuratiya Kularathne v. Honda Australia Pty Limited</i> , 2017/00378526
<i>Owen Brewster v. BMW Australia Ltd</i> , 2018/00009555
<i>Jaydan Bond v. Nissan Motor Co (Australia) Pty Limited</i> , 2018/00009565
<i>Camilla Coates v. Mazda Australia Pty Limited</i> , 2018/00042244
<i>Canadian Takata Airbag Products Liability Litigation</i> (Mazda, Subaru, and Toyota regarding Takata airbags):
<i>Stevenson, et al. v. Mazda Motor Corporation, et al.</i> , CV-18-00607848-00CP (Sup. Ct. J. Ontario)
<i>Hall v. Takata Corporation, et al.</i> , CV BG.1284of2015 (QB Saskatchewan)
<i>Vitoratos, et al, v. Takata Corporation, et al.</i> , 500-06-000723-144 (Sup. Ct. Québec)
<i>Rai v. Takata Corporation, et al.</i> , S148694 (Sup. Ct. BC)
<i>Callaway v. Mercedes-Benz USA, LLC</i> , 14-cv-2011 (C.D. Cal.) (seat heater equipment)
<i>Coffeng et al. v. Volkswagen Group of America, Inc.</i> , 17-cv-01825 (N.D. Cal.) (Audi and Volkswagen engine water pumps)
<i>In Re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Products Liability Litigation</i> , MDL 2672 (N.D. Cal.) (Volkswagen, Audi, Porsche, and Bentley CO2 software)
<i>Sager et al. v. Volkswagen Group of America, Inc. et al.</i> , 18-cv-13556 (D.N.J.) (Audi cooling pumps)
<i>Falco et al. v. Nissan North America, Inc. et al.</i> , 2:13-cv-0686 (C.D. Cal.) (Nissan timing chains)
<i>Wilson et al. v. Volkswagen Group of America, Inc., et al.</i> , 17-cv-23033 (S.D. Fla.) (Volkswagen tire wear)
<i>In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Product Liability Litigation</i> , MDL No. 2672 (N.D. Cal.) (Bosch Settlement for emissions test software; notice only)
<i>In re: Hyundai and Kia Engine Litigation</i> , 8:17-CV-00838 (C.D. Cal.) (Kia and Hyundai gas injection engines)

Automotive Case List
<i>Flaherty v. Hyundai Motor Company, Inc., et al.</i> , 18-cv-02223 (C.D. Cal.) (Kia and Hyundai gas injection engines)
<i>Tuchman v. Volvo Cars of North America Inc.</i> , BER-L-1808-97 (Sup. Ct, Bergen Cnty., N.J.) (Volvo tires)
<i>Eisen v. Porsche Cars North America, Inc.</i> , 11-cv-09405 (C.D. Cal.) (Porsche Boxster and Porsche 911 engines)
<i>Robinson, et al. v. Kia Motors America Inc., et al.</i> , 13-cv-0006 (D.N.J.) (Kia Sorrento engine balancers)
<i>Chan, et al. v. Porsche Cars North America Inc.</i> , 2:15-cv-02106, consolidated with <i>Jones, et al. v. Porsche Cars North America Inc., et al.</i> , 2:15-cv-05766 (D.N.J.) (Porsche windshields)
<i>Kia & Hyundai – Nationwide Canada Settlement</i> , (Kia Optima, Kia Sorrento, and Kia Sportage engines):
<i>Asselstine v. Kia Canada Inc., et al.</i> , 19-00001302-00OT (Sup. Ct. J. Ontario)
<i>Papp v. Kia Motors America Inc., et al.</i> , QBG 795/19 (QB Saskatchewan)
<i>Killoran v. Hyundai Auto Canada Corp., et al.</i> , S-194327 (Sup. Ct. BC)
<i>Pelletant v. Hyundai Auto Canada Corp., et al.</i> , 500-06-0010103-198 (Sup. Ct. Québec)
<i>Collado, et al. v. Toyota Motor Sales, U.S.A., Inc.</i> , 2:10-cv-3113, consolidated with <i>Fixler v. Toyota Motor Sales, U.S.A., Inc.</i> , 2:10-cv-03124 (C.D. Cal.) (Toyota Prius headlights)
<i>Garcia, et al. v. General Motors Corporation</i> , L-4394-95 (Sup. Ct. Bergen Cnty., N.J.) (General Motors caliper pins)
<i>Bishop v. General Motors Corporation</i> , L-01756-95 (Sup. Ct. Bergen Cnty., N.J.) (General Motors caliper pins)

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

7. In forming expert opinions, my team and I draw from our in-depth class action case experience, as well as our educational and related work experiences. I am an active member of the Oregon State Bar, having received my Bachelor of Science from Willamette University and my Juris Doctor from Northwestern School of Law at Lewis and Clark College. I have served as the Director of Legal Notice for Epiq since 2008 and have overseen the detailed planning of virtually all of our court-approved notice programs during that time. Overall, I have more than 23 years of experience

in the design and implementation of legal notification and claims administration programs, having been personally involved in hundreds of successful notice programs.

8. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues under my direction and control in the ordinary course of my business at Epiq.

OVERVIEW

9. This declaration and the attached Notice Plan describe the Settlement Notice Plan (“Notice Plan” or “Notice Program”) proposed here for *Murphy v. Toyota Motor Corporation, et al.*, Case No. 4:21-cv-00178-ALM pending in the United States District Court for the Eastern District of Texas. Epiq designed this Notice Plan based on our extensive prior experience and research into the notice issues particular to this case. We designed a proposed Notice Plan that is the best notice practicable under the circumstances to provide notice to the Class.

NOTICE PLAN METHODOLOGY

10. Federal Rule of Civil Procedure 23 directs that notice must be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort” and that “the notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”¹ The proposed Notice Plan satisfies these requirements.

NOTICE PLAN DETAIL

11. It is my understanding from reviewing the Parties’ Settlement Agreement that the following Class will be certified for settlement purposes only.

[A]ll individuals or legal entities who, at any time as of the occurrence of the Initial Notice Date, own(ed), purchase(d), or lease(d) Subject Vehicles in any of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions.

“Subject Vehicles” are defined as, 2013-2018 RAV4 vehicles, which were identified as part of Toyota’s Recall. Note: hybrid vehicles are not

¹ Fed. R. Civ. P. 23(c)(2)(B).

included in the Recall or this Settlement.

“Recall” is defined as Toyota’s recall of the Subject Vehicles, namely, Toyota’s Recall 23V-734 submitted to NHTSA on or about November 1, 2023.

Excluded from the Class are: (a) Toyota, its officers, directors and employees; (b) Plaintiffs’ Counsel; and (c) the Court and associated court staff assigned to this case and their immediate family members. In addition, persons or entities are not Class Members once they timely and properly exclude themselves from the Class, as provided in this Settlement Agreement, and once the exclusion request is finally approved by the Court.

12. Given our experience with similar notice efforts, we expect the proposed Notice Plan will reach over 90% of the identified Class Members with a frequency of three times. The reach will be further enhanced by, among others, print publication notice, a targeted online media effort, an informational release, and a settlement website. In my experience, the projected reach of the Notice Plan is consistent with other court approved notice plans, is the best notice practicable under the circumstances of this case and has been designed to satisfy the requirements of due process, including its “desire to actually inform” requirement.² Epiq’s Notice Plan is included as **Attachment 2**.

CONCLUSION

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

² *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .”).

14. The attached Notice Plan includes individual notice to identified Class Members and supplemental media. I reasonably expect the proposed Notice Program will reach over 90% of the identified Class with individual notice via email and/or mail. The reach will be further enhanced by, among others, print publication notice, a targeted online media effort, an informational release, and a Settlement website. In 2010, the Federal Judicial Center (“FJC”) issued a Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide, which is illustrative for class actions in state court, states that, “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.” Here, we have developed a Notice Program that will readily achieve a reach at the high end of that standard.

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

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

16. The proposed Notice Program described in this declaration provides for the best notice practicable under the circumstances of this case, conforms to all aspects of Federal Rules of Civil Procedure, Rule 23 regarding notice, and comports with the guidance for effective notice articulated in the Manual for Complex Litigation 4th Ed, and follows the FJC’s Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide (2010).

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

I declare under penalty of perjury that the foregoing is true and correct. Executed on March 27, 2024.



Cameron R. Azari, Esq.

Attachment 1

HILSOFT NOTIFICATIONS

Hilsoft Notifications (“Hilsoft”) is a leading provider of legal notice services for large-scale class action and bankruptcy matters. We specialize in providing quality, expert, notice plan development. Our notice programs satisfy due process requirements and withstand judicial scrutiny. Hilsoft is a business unit of Epiq Class Action & Claims Solutions, Inc. (“Epiq”). Hilsoft has been retained by defendants or plaintiffs for more than 575 cases, including more than 70 MDL case settlements, with notices appearing in more than 53 languages and in almost every country, territory, and dependency in the world. For more than 25 years, Hilsoft’s notice plans have been approved and upheld by courts. Case examples include:

- Hilsoft implemented an extensive notice program for a \$190 million data breach settlement. Notice was sent to more than 93.6 million settlement class members by email or mail. The individual notice efforts reached approximately 96% of the identified settlement class members and were enhanced by a supplemental media plan that included banner notices and social media notices (delivering more than 123.4 million impressions), sponsored search, and a settlement website. ***In Re: Capital One Consumer Data Security Breach Litigation*** MDL No. 2915, 1:19-md-02915 (E.D. Va.).
- Hilsoft designed and implemented an extensive notice plan for a \$85 million privacy settlement involving Zoom, the most popular videoconferencing platform. Notice was sent to more than 158 million class members by email or mail and millions of reminder notices were sent to stimulate claim filings. The individual notice efforts reached approximately 91% of the class and were enhanced by supplemental media provided with regional newspaper notice, nationally distributed digital and social media notice (delivering more than 280 million impressions), sponsored search, an informational release, and a settlement website. ***In Re: Zoom Video Communications, Inc. Privacy Litigation*** 3:20-cv-02155 (N.D. Cal.).
- Hilsoft designed and implemented several notice programs to notify retail purchasers of disposable contact lenses regarding four settlements with different settling defendants totaling \$88 million. For each notice program more than 1.98 million email or postcard notices were sent to potential class members and a comprehensive media plan was implemented, with a well-read nationwide consumer publication, internet banner notices (delivering more than 312.9 million – 461.4 million impressions per campaign), sponsored search listings, and a case website. ***In re: Disposable Contact Lens Antitrust Litigation*** 3:15-md-02626 (M.D. Fla.).
- For a \$21 million settlement that involved The Coca-Cola Company, fairlife, LLC, and other defendants regarding allegations of false labeling and marketing of fairlife milk products, Hilsoft designed and implemented a media based notice plan. The plan included a consumer print publication notice, targeted banner notices, and social media (delivering more than 620.1 million impressions in English and Spanish nationwide). Combined with individual notice to a small percentage of the class, the notice plan reached approximately 80.2% of the class. The reach was further enhanced by sponsored search, an informational release, and a website. ***In re: fairlife Milk Products Marketing and Sales Practices Litigation*** 1:19-cv-03924 (N.D. Ill.).
- For a \$60 million settlement for Morgan Stanley Smith Barney’s account holders in response to “Data Security Incidents,” Hilsoft designed and implemented an extensive individual notice program. More than 13.8 million email or mailed notices were delivered, reaching approximately 90% of the identified potential settlement class members. The individual notice efforts were supplemented with nationwide newspaper notice and a settlement website. ***In re Morgan Stanley Data Security Litigation*** 1:20-cv-05914 (S.D.N.Y.).
- Hilsoft designed and implemented numerous monumental notice campaigns to notify current or former owners or lessees of certain BMW, Mazda, Subaru, Toyota, Honda, Nissan, Ford, and Volkswagen vehicles as part of \$1.91 billion in settlements regarding Takata airbags. The Notice Plans included mailed notice to more than 61.8 million potential class members and notice via consumer publications, U.S. Territory newspapers, radio, internet banners, mobile banners, and behaviorally targeted digital media. Combined, the notice plans reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle, 4.0 times each. ***In re: Takata Airbag Products Liability Litigation*** MDL No. 2599 (S.D. Fla.).

- Hilsoft designed and implemented a notice plan for a false advertising settlement. The notice plan included a nationwide media plan with a consumer print publication, digital notice and social media (delivering more than 231.6 million impressions nationwide in English and Spanish) and was combined with individual notice via email or postcard to more than 1 million identified class members. The notice plan reached approximately 79% of Adults, Aged 21+ in the U.S. who drink alcoholic beverages, an average of 2.4 times each. The reach was further enhanced by internet sponsored search listings, an informational release, and a website. ***Browning et al. v. Anheuser-Busch, LLC*** 20-cv-00889 (W.D. Mo.).
- For a \$63 million settlement, Hilsoft designed and implemented a comprehensive, nationwide media notice effort using magazines, digital banners and social media (delivering more than 758 million impressions), and radio (traditional and satellite), among other media. The media notice reached at least 85% of the class. In addition, more than 3.5 million email notices and/or postcard notices were delivered to identified class members. The individual notice and media notice were supplemented with outreach to unions and associations, sponsored search listings, an informational release, and a website. ***In re: U.S. Office of Personnel Management Data Security Breach Litigation*** MDL No. 2664, 15-cv-01394 (D.D.C.).
- For a \$50 million settlement on behalf of certain purchasers of Schiff Move Free® Advanced glucosamine supplements, nearly 4 million email notices and 1.1 million postcard notices were sent. The individual notice efforts sent by Hilsoft were delivered to approximately 98.5% of the identified class sent notice. A media campaign with banner notices and sponsored search combined with the individual notice efforts reached at least 80% of the class. ***Yamagata et al. v. Reckitt Benckiser LLC*** 3:17-cv-03529 (N.D. Cal.).
- In response to largescale municipal water contamination in Flint, Michigan, Hilsoft's expertise was relied upon to design and implement a comprehensive notice program. Direct mail notice packages and reminder email notices were sent to identified class members. In addition, Hilsoft implemented a media plan with local newspaper publications, online video and audio ads, local television and radio ads, sponsored search, an informational release, and a website. The media plan also included banner notices and social media notices geo-targeted to Flint, Michigan and the state of Michigan. Combined, the notice program individual notice and media notice efforts reached more than 95% of the class. ***In re Flint Water Cases*** 5:16-cv-10444, (E.D. Mich.).
- Hilsoft implemented an extensive notice program for several settlements alleging improper collection and sharing of personally identifiable information (PII) of drivers on certain toll roads in California. The settlements provided benefits of more than \$175 million, including penalty forgiveness. Combined, more than 13.8 million email or postcard notices were sent, reaching approximately 93% - 95% of class members across all settlements. Individual notice was supplemented with banner notices and publication notices in select newspapers all geo-targeted within California. Sponsored search listings and a settlement website further extended the reach of the notice program. ***In re Toll Roads Litigation*** 8:16-cv-00262 (C.D. Cal.).
- For a landmark \$6.05 billion settlement reached by Visa and MasterCard, Hilsoft implemented an extensive notice program with more than 19.8 million direct mail notices together with insertions in more than 1,500 newspapers, consumer magazines, national business publications, and trade and specialty publications, with notices in multiple languages, and an online banner notice campaign that generated more than 770 million impressions. Sponsored search listings and a website in eight languages expanded the notice efforts. For a subsequent, \$5.54 billion settlement reached by Visa and MasterCard, Hilsoft implemented a notice program with more than 16.3 million direct mail notices, more than 354 print publication insertions, and banner notices that generated more than 689 million impressions. ***In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*** MDL No. 1720, 1:05-md-01720, (E.D.N.Y.). The Second Circuit affirmed the settlement approval. See No. 20-339 *et al.*, — F.4th —, 2023 WL 2506455 (2d Cir. Mar. 15, 2023).
- Hilsoft provided notice for the \$113 million lithium-ion batteries antitrust litigation settlements with individual notice via email to millions of class members, banner and social media ads, an informational release, and a website. ***In re: Lithium Ion Batteries Antitrust Litigation*** MDL No. 2420, 4:13-md-02420, (N.D. Cal.).
- For a \$26.5 million settlement, Hilsoft implemented a notice program targeted to people aged 13+ in the U.S. who exchanged or purchased in-game virtual currency for use within *Fortnite* or *Rocket League*. More than 29 million email notices and 27 million reminder notices were sent to class members. In addition, a targeted media notice program was implemented with internet banner and social media notices, *Reddit* feed ads, and *YouTube* pre-roll ads, generating more than 350.4 million impressions. Combined, the notice efforts reached approximately 93.7% of the class. ***Zanca et al. v. Epic Games, Inc.*** 21-CVS-534 (Sup. Ct. Wake Cnty., N.C.).

- Hilsoft developed an extensive media-based notice program for a settlement regarding Walmart weighted goods pricing. Notice consisted of highly visible national, consumer print publications and targeted digital banner notices and social media. The banner notices generated more than 522 million impressions. Sponsored search, an informational release, and a settlement website further expanded the reach. The notice program reached approximately 75% of the class an average of 3.5 times each. ***Kukorinis v. Walmart, Inc.*** 1:19-cv-20592 (S.D. Fla.).
- For a \$250 million settlement with approximately 4.7 million class members, Hilsoft designed and implemented a notice program with individual notice via postcard or email to approximately 1.43 million class members and a robust publication program that reached 78.8% of all U.S. adults aged 35+, approximately 2.4 times each. ***Hale v. State Farm Mutual Automobile Insurance Company et al.*** 3:12-cv-00660 (S.D. Ill.).
- Hilsoft designed and implemented an extensive individual notice program for a \$32 million settlement. Notice efforts included 8.6 million double-postcard notices and 1.4 million email notices sent to inform class members of the settlement. The individual notice efforts reached approximately 93.3% of the settlement class. An informational release, geo-targeted publication notice, and a website further enhanced the notice efforts. ***In re: Premera Blue Cross Customer Data Security Breach Litigation*** MDL No. 2633, 3:15-md-2633 (D. Ore.).
- For a \$20 million Telephone Consumer Protection Act (“TCPA”) settlement, Hilsoft created a notice program with mail or email notice to more than 6.9 million class members and media notice via newspaper and internet banners, which combined reached approximately 90.6% of the class. ***Vergara et al., v. Uber Technologies, Inc.*** 1:15-cv-06972 (N.D. Ill.).
- An extensive notice effort was designed and implemented by Hilsoft for asbestos personal injury claims and rights as to Debtors’ Joint Plan of Reorganization and Disclosure Statement. The notice program included nationwide consumer print publications, trade and union labor publications, internet banner ads, an informational release, and a website. ***In re: Kaiser Gypsum Company, Inc. et al.*** 16-cv-31602 (Bankr. W.D. N.C.).
- A comprehensive notice program within the *Volkswagen Emissions Litigation* provided individual notice to more than 946,000 vehicle owners via first class mail and to more than 855,000 vehicle owners via email. A targeted internet campaign further enhanced the notice efforts. ***In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)*** MDL No. 2672 (N.D. Cal.).
- Hilsoft handled a large asbestos bankruptcy bar date notice effort with individual notice, national consumer publications, hundreds of local and national newspapers, Spanish newspapers, union labor publications, and digital media to reach the target audience. ***In re: Energy Future Holdings Corp. et al.*** 14-10979 (Bankr. D. Del.).
- For overdraft fee class action settlements from 2010-2020, Hilsoft developed programs integrating individual notice, and in some cases paid media notice efforts for more than 20 major U.S. commercial banks. ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.).
- For one of the largest and most complex class action cases in Canadian history, Hilsoft designed and implemented groundbreaking notice to disparate, remote Indigenous people for this multi-billion-dollar settlement. ***In re: Residential Schools Class Action Litigation*** 00-cv-192059 CPA (Ont. Super. Ct.).
- For BP’s \$7.8 billion settlement related to the Deepwater Horizon oil spill, possibly the most complex class action case in U.S. history, Hilsoft opined on all forms of notice and designed and implemented a dual notice program for “Economic and Property Damages” and “Medical Benefits.” The notice program reached at least 95% of Gulf Coast region adults with more than 7,900 television spots, 5,200 radio spots, 5,400 print insertions in newspapers, consumer publications and trade journals, digital media, and individual notice. Hilsoft also implemented one of the largest claim deadline notice campaigns, with a combined measurable paid print, television, radio, and internet notice effort, reaching in excess of 90% of adults aged 18+ in the 26 identified DMAs covering the Gulf Coast Areas, an average of 5.5 times each. ***In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010*** MDL No. 2179 (E.D. La.).
- A point of sale notice effort with 100 million notices distributed to Lowe’s purchasers during a six-week period regarding a Chinese drywall settlement. ***Vereen v. Lowe’s Home Centers*** SU10-cv-2267B (Ga. Super. Ct.).

LEGAL NOTICING EXPERTS

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

Cameron Azari, Esq. has more than 22 years of experience in the design and implementation of legal notice and claims administration programs. He is a nationally recognized expert in the creation of class action notice campaigns in compliance with FRCP Rule 23(c)(2) (d)(2) and (e) and similar state class action statutes. Cameron has been responsible for hundreds of legal notice and advertising programs. During his career, he has been involved in an array of high profile class action matters, including *In Re: Zoom Video Communications, Inc. Privacy Litigation*, *In re: Takata Airbag Products Liability Litigation*, *In re: fairlife Milk Products Marketing and Sales Practices Litigation*, *In re: Disposable Contact Lens Antitrust Litigation*, *In re Flint Water Cases*, *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (MasterCard & Visa), *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation* (Bosch Settlement), *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010*, *In re: Checking Account Overdraft Litigation*, and *In re: Residential Schools Class Action Litigation*. He is an active author and speaker on a broad range of legal notice and class action topics ranging from FRCP Rule 23 notice requirements, email noticing, response rates, and optimizing settlement effectiveness. Cameron is an active member of the Oregon State Bar. He received his B.S. from Willamette University and his J.D. from Northwestern School of Law at Lewis and Clark College. Cameron can be reached at caza@legalnotice.com.

Kyle Bingham, Director – Epiq Legal Noticing

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

Stephanie Fiereck, Esq., Director of Legal Noticing

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

Lauran Schultz, Epiq Managing Director

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

ARTICLES AND PRESENTATIONS

- **Cameron Azari** Chair, “Panel Discussion: Class Actions Case Management.” Global Class Actions Symposium 2022, Amsterdam, The Netherlands, Nov. 17, 2022.
- **Cameron Azari** Speaker, “Driving Claims in Consumer Settlements: Notice/Claim Filing and Payments in the Digital Age.” Mass Torts Made Perfect Bi-Annual Conference, Las Vegas, NV, Oct. 12, 2022.
- **Cameron Azari** Chair, “Panel Discussion: Class Actions Case Management.” Global Class Actions Symposium 2021, London, UK, Nov. 16, 2021.
- **Cameron Azari** Speaker, “Mass Torts Made Perfect Bi-Annual Conference.” Class Actions Abroad, Las Vegas, NV, Oct. 13, 2021.
- **Cameron Azari** Speaker, “Virtual Global Class Actions Symposium 2020, Class Actions Case Management Panel.” Nov. 18, 2020.
- **Cameron Azari** Speaker, “Consumers and Class Action Notices: An FTC Workshop.” Federal Trade Commission, Washington, DC, Oct. 29, 2019.
- **Cameron Azari** Speaker, “The New Outlook for Automotive Class Action Litigation: Coattails, Recalls, and Loss of Value/Diminution Cases.” ACI’s Automotive Product Liability Litigation Conference, American Conference Institute, Chicago, IL, July 18, 2019.
- **Cameron Azari** Moderator, “Prepare for the Future of Automotive Class Actions.” Bloomberg Next, Webinar-CLE, Nov. 6, 2018.
- **Cameron Azari** Speaker, “The Battleground for Class Certification: Plaintiff and Defense Burdens, Commonality Requirements and Ascertainability.” 30th National Forum on Consumer Finance Class Actions and Government Enforcement, Chicago, IL, July 17, 2018.
- **Cameron Azari** Speaker, “Recent Developments in Class Action Notice and Claims Administration.” PLI’s Class Action Litigation 2018 Conference, New York, NY, June 21, 2018.
- **Cameron Azari** Speaker, “One Class Action or 50? Choice of Law Considerations as Potential Impediment to Nationwide Class Action Settlements.” 5th Annual Western Regional CLE Program on Class Actions and Mass Torts, Clyde & Co LLP, San Francisco, CA, June 22, 2018.
- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, *A Practical Guide to Chapter 11 Bankruptcy Publication Notice*. E-book, published, May 2017.
- **Cameron Azari** Featured Speaker, “Proposed Changes to Rule 23 Notice and Scrutiny of Claim Filing Rates.” DC Consumer Class Action Lawyers Luncheon, Dec. 6, 2016.
- **Cameron Azari** Speaker, “Recent Developments in Consumer Class Action Notice and Claims Administration.” Berman DeValerio Litigation Group, San Francisco, CA, June 8, 2016.
- **Cameron Azari** Speaker, “2016 Cybersecurity & Privacy Summit. Moving From ‘Issue Spotting’ To Implementing a Mature Risk Management Model.” King & Spalding, Atlanta, GA, Apr. 25, 2016.
- **Stephanie Fiereck** Author, “Tips for Responding to a Mega-Sized Data Breach.” *Law360*, May 2016.
- **Cameron Azari** Speaker, “Live Cyber Incident Simulation Exercise.” Advisen’s Cyber Risk Insights Conference, London, UK, Feb. 10, 2015.
- **Cameron Azari** Speaker, “Pitfalls of Class Action Notice and Claims Administration.” PLI’s Class Action Litigation 2014 Conference, New York, NY, July 9, 2014.

- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, “What You Need to Know About Frequency Capping In Online Class Action Notice Programs.” *Class Action Litigation Report*, June 2014.
- **Cameron Azari** Speaker, “Class Settlement Update – Legal Notice and Court Expectations.” PLI's 19th Annual Consumer Financial Services Institute Conference, New York, NY, Apr. 7-8, 2014.
- **Cameron Azari** Speaker, “Class Settlement Update – Legal Notice and Court Expectations.” PLI's 19th Annual Consumer Financial Services Institute Conference, Chicago, IL, Apr. 28-29, 2014.
- **Stephanie Fiereck** Author, “Planning For The Next Mega-Sized Class Action Settlement.” *Law360*, Feb. 2014.
- **Cameron Azari** Speaker, “Legal Notice in Consumer Finance Settlements - Recent Developments.” ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 29-30, 2014.
- **Cameron Azari** Speaker, “Legal Notice in Building Products Cases.” HarrisMartin's Construction Product Litigation Conference, Miami, FL, Oct. 25, 2013.
- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, “Class Action Legal Noticing: Plain Language Revisited.” *Law360*, Apr. 2013.
- **Cameron Azari** Speaker, “Legal Notice in Consumer Finance Settlements Getting your Settlement Approved.” ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 31-Feb. 1, 2013.
- **Cameron Azari** Speaker, “Perspectives from Class Action Claims Administrators: Email Notices and Response Rates.” CLE International's 8th Annual Class Actions Conference, Los Angeles, CA, May 17-18, 2012.
- **Cameron Azari** Speaker, “Class Action Litigation Trends: A Look into New Cases, Theories of Liability & Updates on the Cases to Watch.” ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 26-27, 2012.
- **Lauran Schultz** Speaker, “Legal Notice Best Practices: Building a Workable Settlement Structure.” CLE International's 7th Annual Class Action Conference, San Francisco, CA, May 2011.
- **Cameron Azari** Speaker, “Data Breaches Involving Consumer Financial Information: Litigation Exposures and Settlement Considerations.” ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 2011.
- **Cameron Azari** Speaker, “Notice in Consumer Class Actions: Adequacy, Efficiency and Best Practices.” CLE International's 5th Annual Class Action Conference: Prosecuting and Defending Complex Litigation, San Francisco, CA, 2009.
- **Lauran Schultz** Speaker, “Efficiency and Adequacy Considerations in Class Action Media Notice Programs.” Chicago Bar Association, Chicago, IL, 2009.
- **Cameron Azari** Author, “Clearing the Five Hurdles of Email - Delivery of Class Action Legal Notices.” *Thomson Reuters Class Action Litigation Reporter*, June 2008.
- **Cameron Azari** Speaker, “Planning for a Smooth Settlement.” ACI: Class Action Defense – Complex Settlement Administration for the Class Action Litigator, Phoenix, AZ, 2007.
- **Cameron Azari** Speaker, “Structuring a Litigation Settlement.” CLE International's 3rd Annual Conference on Class Actions, Los Angeles, CA, 2007.
- **Cameron Azari** Speaker, “Noticing and Response Rates in Class Action Settlements.” Class Action Bar Gathering, Vancouver, British Columbia, 2007.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements.” Skadden Arps Slate Meagher & Flom, LLP, New York, NY, 2006.

- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements.” Bridgeport Continuing Legal Education, Class Action and the UCL, San Diego, CA, 2006.
- **Stephanie Fiereck** Author, “Consultant Service Companies Assisting Counsel in Class-Action Suits.” *New Jersey Lawyer*, Vol. 14, No. 44, Oct. 2005.
- **Stephanie Fiereck** Author, “Expand Your Internet Research Toolbox.” The American Bar Association, *The Young Lawyer*, Vol. 9, No. 10, July/Aug. 2005.
- **Stephanie Fiereck** Author, “Class Action Reform: Be Prepared to Address New Notification Requirements.” BNA, Inc. The Bureau of National Affairs, Inc. *Class Action Litigation Report*, Vol. 6, No. 9, May 2005.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements.” Stoel Rives Litigation Group, Portland, OR / Seattle, WA / Boise, ID / Salt Lake City, UT, 2005.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements.” Stroock & Stroock & Lavan Litigation Group, Los Angeles, CA, 2005.
- **Stephanie Fiereck** Author, “Bankruptcy Strategies Can Avert Class Action Crisis.” TMA - *The Journal of Corporate Renewal*, Sept. 2004.
- **Cameron Azari** Author, “FRCP 23 Amendments: Twice the Notice or No Settlement.” Current Developments – Issue II, Aug. 2003.
- **Cameron Azari** Speaker, “A Scientific Approach to Legal Notice Communication.” Weil Gotshal Litigation Group, New York, NY, 2003.

JUDICIAL COMMENTS

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

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

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

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

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

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

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

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

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

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

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

Notice given to Class Members and all other interested parties pursuant to this Court's order of October 31, 2022, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as defined, the terms of the Settlement Agreement, Class Members rights to be represented by private counsel, at their own costs, and Class Members' rights to appear in Court to have their objections heard, and to afford persons or entities within the Class definition an opportunity to exclude themselves from the Class. Such notice complied with all requirements of the federal and state constitutions, including the Due Process Clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as defined..."

Judge Dale S. Fischer, *DiFlauro, et al. v. Bank of America, N.A.* (Dec. 19, 2022) 2:20-cv-05692 (C.D. Cal.):

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

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

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

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

The Court preliminarily approved the Amended Settlement Agreement on July 7, 2022, and directed that notice be sent to the Class. ECF No. 34. The Notice explained the policy election options afforded to class members, how they could communicate with Class Counsel about the Amended Settlement Agreement, their rights and options thereunder, how they could examine certain information on a website that was set up as part of the settlement process, and their right to object to the proposed settlement and opt out of the proposed case. Class members were also informed that they could contact independent counsel of their choice for advice.

In assessing the adequacy of the Notice, as well as the fairness of the settlement itself, it is important that, according to the record, as of November 1, 2022, the Notice reached more than 99% of the more than 352,000 class members.

All things considered, the Notice is adequate under the applicable law....

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Between November 19, 2021, and January 3, 2022, notice was sent to 158,203,160 class members by email (including reminder emails to those who did not submit a claim form) and 189,003 by mail. Of the emailed notices, 14,303,749 were undeliverable, and of that group, Epiq mailed notice to 296,592 class members for whom a physical address was available. Of the mailed notices, efforts were made to ensure address accuracy and currency, and as of March 10, 2022, 11,543 were undeliverable. In total, as of March 10, 2022, notice was accomplished for 144,242,901 class members, or 91% of the total. Additional notice efforts were made by newspaper ... social media, sponsored search, an informational release, and a Settlement Website. Epiq and Class Counsel also complied with the court's prior request that best practices related to the security of class member data be implemented.

[T]he Settlement Administrator provided notice to the class in the form the court approved previously. The notice met all legal prerequisites: it was the best notice practicable, satisfied the requirements of Rule 23(c)(2), adequately advised class members of their rights under the settlement agreement, met the requirements of due process, and complied with the court's order regarding court notice. The forms of notice fairly, plainly, accurately, and reasonably provided class members with all required information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judge A. Graham Shirley, *Zanca et al. v. Epic Games, Inc.* (Nov. 16, 2021) 21-CVS-534 (Sup. Ct. Wake Cnty., N.C.):

Notice has been provided to all members of the Settlement Class pursuant to and in the manner directed by the Preliminary Approval Order. The Notice Plan was properly administered by a highly experienced third-party Settlement Administrator. Proof of the provision of that Notice has been filed with the Court and full opportunity to be heard has been offered to all Parties to the Action, the Settlement Class, and all persons in interest. The form and manner of the Notice is hereby determined to have been the best notice practicable under the circumstances and to have been given full compliance with each of the requirements of North Carolina Rule of Civil Procedure 23, due process, and applicable law.

Judge Judith E. Levy, *In re Flint Water Cases* (Nov. 10, 2021) 5:16-cv-10444 (E.D. Mich.):

(1) a “Long Form Notice packet [was] mailed to each Settlement Class member ... a list of over 57,000 addresses—[and] over 90% of [the mailings] resulted in successful delivery;” (2) notices were emailed “to addresses that could be determined for Settlement Class members;” and (3) the “Notice Administrator implemented a comprehensive media notice campaign.” ... The media campaign coupled with the mailing was intended to reach the relevant audience in several ways and at several times so that the class members would be fully informed about the settlement and the registration and objection process.

The media campaign included publication in the local newspaper ... local digital banners ... television ... and radio spots ... banner notices and radio ads placed on Pandora and SoundCloud; and video ads placed on YouTube [T]his settlement has received widespread media attention from major news outlets nationwide.

Plaintiffs submitted an affidavit signed by Azari that details the implementation of the Notice plan The affidavit is bolstered by several documents attached to it, such as the declaration of Epiq Class Action and Claims Solutions, Inc.’s Legal Notice Manager, Stephanie J. Fiereck. Azari declared that Epiq “delivered individual notice to approximately 91.5% of the identified Settlement Class” and that the media notice brought the overall notice effort to “in excess of 95%.” The Court finds that the notice plan was implemented in an appropriate manner.

In conclusion, the Court finds that the Notice Plan as implemented, and its content, satisfies due process.

Judge Vince Chhabria, *Yamagata et al. v. Reckitt Benckiser LLC* (Oct. 28, 2021) 3:17-cv-03529 (N.D. Cal.):

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

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

Judge Otis D. Wright, II, *Silveira v. M&T Bank* (Oct. 12, 2021) 2:19-cv-06958 (C.D. Cal.):

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

Judge Timothy J. Korrigan, *Smith v. Costa Del Mar, Inc.* (Sept. 21, 2021) 3:18-cv-01011 (M.D. Fla.):

Following preliminary approval, the settlement administrator carried out the notice program The settlement administrator sent a summary notice and long-form notice to all class members, sent CAFA notice to federal and state officials ... and established a website with comprehensive information about the settlement Email notice was sent to class members with email addresses, and postcards were sent to class members with only physical addresses Multiple attempts were made to contact class members in some cases, and all notices

directed recipients to a website where they could access settlement information A paid online media plan was implemented for class members for whom the settlement administrator did not have data When the notice program was complete, the settlement administrator submitted a declaration stating that the notice and paid media plan reached at least seventy percent of potential class members [N]otices had been delivered via postcards or email to 939,400 of the 939,479 class members to whom the settlement administrator sent notice—a ninety-nine and a half percent deliverable rate....

Notice was disseminated in accordance with the Preliminary Approval Order Federal Rule of Civil Procedure 23(c)(2)(B) requires that notice be “the best notice that is practicable under the circumstances.” Upon review of the notice materials ... and of Azari’s Declaration ... regarding the notice program, the Court is satisfied with the way in which the notice program was carried out. Class notice fully complied with Rule 23(c)(2)(B) and due process, constituted the best notice practicable under the circumstances, and was sufficient notice to all persons entitled to notice of the settlement of this lawsuit.

Judge Jose E. Martinez, *Kukorinis v. Walmart, Inc.* (Sept. 20, 2021) 1:19-cv-20592 (S.D. Fla.):

[T]he Court approved the appointment of Epiq Class Action and Claims Solutions, Inc. as the Claims Administrator with the responsibility of implementing the notice requirements approved in the Court’s Order of Approval The media plan included various forms of notice, utilizing national consumer print publications, internet banner advertising, social media, sponsored search, and a national informational release According to the Azari Declaration, the Court-approved Notice reached approximately seventy-five percent (75%) of the Settlement Class on an average of 3.5 times per Class Member

Pertinently, the Claims Administrator implemented digital banner notices across certain social media platforms, including Facebook and Instagram, which linked directly to the Settlement Website ... the digital banner notices generated approximately 522.6 million adult impressions online [T]he Court finds that notice was “reasonably calculated, under the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.”

Judge Steven L. Tiscione, *Fiore et al. v. Ingenious Designs, LLC* (Sept. 10, 2021) 1:18-cv-07124 (E.D.N.Y.):

Following the Court’s Preliminary Approval of the Settlement, the Notice Plan was effectuated by the Parties and the appointed Claims Administrator, Epiq Systems. The Notice Plan included a direct mailing to Class members who could be specifically identified, as well as nationwide notice by publication, social media and retailer displays and posters. The Notice Plan also included the establishment of an informational website and toll-free telephone number. The Court finds the Parties completed all settlement notice obligations imposed in the Order Preliminarily Approving Settlement. In addition, Defendants through the Class Administrator, sent the requisite CAFA notices to 57 federal and state officials. The class notices constitute “the best notice practicable under the circumstances,” as required by Rule 23(c)(2).

Judge John S. Meyer, *Lozano v. CodeMetro, Inc.* (Sept. 8, 2021) 37-2020-00022701 (Sup. Ct. Cal. Cnty. of San Diego):

The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Settlement, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

Judge Mae A. D’Agostino, *Thompson et al. v. Community Bank, N.A.* (Sept. 8, 2021) 8:19-cv-0919 (N.D.N.Y.):

Prior to distributing Notice to the Settlement Class members, the Settlement Administrator established a website, ... as well as a toll-free line that Settlement Class members could access or call for any questions or additional information about the proposed Settlement, including the Long Form Notice. Once Settlement Class members were identified via Defendant’s business records, the Notices attached to the Agreement and approved by the Court were sent to each Settlement Class member. For Current Account Holders who have elected to receive bank communications via email, Email Notice was delivered. To Past Defendant Account Holders, and Current Account Holders who have not elected to receive communications by email or for whom

the Defendant does not have a valid email address, Postcard Notice was delivered by U.S. Mail. The Settlement Administrator mailed 36,012 Postcard Notices and sent 16,834 Email Notices to the Settlement Class, and as a result of the Notice Program, 95% of the Settlement Class received Notice of the Settlement.

Judge Anne-Christine Massullo, *UFCW & Employers Benefit Trust v. Sutter Health et al.* (Aug. 27, 2021) CGC 14-538451 consolidated with CGC-18-565398 (Sup. Ct. of Cal., Cnty. of San Fran.):

The notice of the Settlement provided to the Class constitutes due, adequate and sufficient notice and the best notice practicable under the circumstances, and meets the requirements of due process, the laws of the State of California, and Rule 3.769(f) of the California Rules of Court.

Judge Graham C. Mullen, *In re: Kaiser Gypsum Company, Inc. et al.* (July 27, 2021) 16-cv-31602 (W.D.N.C.):

[T]he Declaration of Cameron R. Azari, Esq. on Implementation of Notice Regarding the Joint Plan of Reorganization of Kaiser Gypsum Company, Inc. and Hanson Permanente Cement, Inc. ... (the "Notice Declaration") was filed with the Bankruptcy Court on July 1, 2020, attesting to publication notice of the Plan.

[T]he Court has reviewed the Plan, the Disclosure Statement, the Disclosure Statement Order, the Voting Agent Declaration, the Affidavits of Service, the Publication Declaration, the Notice Declaration, the Memoranda of Law, the Declarations, the Truck Affidavits and all other pleadings before the Court in connection with the Confirmation of the Plan, including the objections filed to the Plan. The Plan is hereby confirmed in its entirety

Judge Anne-Christine Massullo, *Morris v. Provident Credit Union* (June 23, 2021) CGC-19-581616 (Sup. Ct. Cal. Cnty. of San Fran.):

The Notice approved by this Court was distributed to the Classes in substantial compliance with this Court's Order Certifying Classes for Settlement Purposes and Granting Preliminary Approval of Class Settlement ("Preliminary Approval Order") and the Agreement. The Notice met the requirements of due process and California Rules of Court, rules 3.766 and 3.769(f). The notice to the Classes was adequate.

Judge Esther Salas, *Sager et al. v. Volkswagen Group of America, Inc. et al.* (June 22, 2021) 18-cv-13556 (D.N.J.):

The Court further finds and concludes that Class Notice was properly and timely disseminated to the Settlement Class in accordance with the Class Notice Plan set forth in the Settlement Agreement and the Preliminary Approval Order (Dkt. No. 69). The Class Notice Plan and its implementation in this case fully satisfy Rule 23, the requirements of due process and constitute the best notice practicable under the circumstances.

Judge Josephine L. Staton, *In re: Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc. et al.* (June 10, 2021) 8:17-cv-00838 and 18-cv-02223 (C.D. Cal.):

The Class Notice was disseminated in accordance with the procedures required by the Court's Orders ... in accordance with applicable law, and satisfied the requirements of Rule 23(e) and due process and constituted the best notice practicable for the reasons discussed in the Preliminary Approval Order and Final Approval Order.

Judge Harvey Schlesinger, *In re: Disposable Contact Lens Antitrust Litigation (ABB Concise Optical Group, LLC)* (May 31, 2021) 3:15-md-02626 (M.D. Fla.):

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

Judge Haywood S. Gilliam, Jr. *Richards et al. v. Chime Financial, Inc.* (May 24, 2021) 4:19-cv-06864 (N.D. Cal.):

The Court finds that the notice and notice plan previously approved by the Court was implemented and

complies with Rule 23(c)(2)(B) ... The Court ordered that the third-party settlement administrator send class notice via email based on a class list Defendant provided ... Epiq Class Action & Claims Solutions, Inc., the third-party settlement administrator, represents that class notice was provided as directed Epiq received a total of 527,505 records for potential Class Members, including their email addresses If the receiving email server could not deliver the message, a “bounce code” was returned to Epiq indicating that the message was undeliverable Epiq made two additional attempts to deliver the email notice As of March 1, 2021, a total of 495,006 email notices were delivered, and 32,499 remained undeliverable In light of these facts, the Court finds that the parties have sufficiently provided the best practicable notice to the Class Members.

Judge Henry Edward Autrey, *Pearlstone v. Wal-Mart Stores, Inc.* (Apr. 22, 2021) 4:17-cv-02856 (C.D. Cal.):

The Court finds that adequate notice was given to all Settlement Class Members pursuant to the terms of the Parties’ Settlement Agreement and the Preliminary Approval Order. The Court has further determined that the Notice Plan fully and accurately informed Settlement Class Members of all material elements of the Settlement, constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule 23(c)(2) and 23(e)(1), applicable law, and the Due Process Clause of the United States Constitution.

Judge Lucy H. Koh, *Grace v. Apple, Inc.* (Mar. 31, 2021) 17-cv-00551 (N.D. Cal.):

Federal Rule of Civil Procedure 23(c)(2)(B) requires that the settling parties provide class members with “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).” The Court finds that the Notice Plan, which was direct notice sent to 99.8% of the Settlement Class via email and U.S. Mail, has been implemented in compliance with this Court’s Order (ECF No. 426) and complies with Rule 23(c)(2)(B).

Judge Gary A. Fenner, *In re: Pre-Filled Propane Tank Antitrust Litigation* (Mar. 30, 2021) MDL No. 2567, 14-cv-02567 (W.D. Mo.):

Based upon the Declaration of Cameron Azari, on behalf of Epiq, the Administrator appointed by the Court, the Court finds that the Notice Program has been properly implemented. That Declaration shows that there have been no requests for exclusion from the Settlement, and no objections to the Settlement. Finally, the Declaration reflects that AmeriGas has given appropriate notice of this settlement to the Attorney General of the United States and the appropriate State officials under the Class Action Fairness Act, 28 U.S.C. § 1715, and no objections have been received from any of them.

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

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

Judge James D. Peterson, *Fox et al. v. Iowa Health System d.b.a. UnityPoint Health* (Mar. 4, 2021) 18-cv-00327 (W.D. Wis.):

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

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

Judge Larry A. Burns, *Trujillo et al. v. Ametek, Inc. et al.* (Mar. 3, 2021) 3:15-cv-01394 (S.D. Cal.):

The Class has received the best practicable notice under the circumstances of this case. The Parties' selection and retention of Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 181-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement's terms. The Settlement Notices informed the Class of Plaintiffs' intent to seek attorneys' fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members' rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing The Settlement Notices fully satisfied all notice requirements under the law, including the Federal Rules of Civil Procedure, the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.

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

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

Judge James V. Selna, *Alvarez v. Sirius XM Radio Inc.* (Feb. 9, 2021) 2:18-cv-08605 (C.D. Cal.):

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

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

"Epiq implemented the notice plan precisely as set out in the Settlement Agreement and as ordered by the Court." ECF No. 162 at 9-10. Epiq sent initial notice by email to 8,777 Class Members and by U.S. Mail to the remaining 1,244 Class members. Id. at 10. The Notice informed Class Members about all aspects of the Settlement, the date and time of the fairness hearing, and the process for objections. ECF No. 155 at 28-37. Epiq then mailed notice to the 2,696 Class Members whose emails were returned as undeliverable. Id. "Of the 10,021 Class Members identified from Defendants' records, Epiq was unable to deliver the notice to only 35 Class Members. Accordingly, the reach of the notice is 99.65%." Id. (citation omitted). Epiq also created and maintained a settlement website and a toll-free hotline that Class Members could call if they had questions about the settlement. Id.

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

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

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

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

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

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

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

Judge Christopher C. Conner, 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-02262 (S.D.N.Y.):

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

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

The Class has received the best practicable notice under the circumstances of this case. The Parties' selection and retention of Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 129-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement's terms. The Settlement Notices informed the Class of Plaintiffs' intent to seek attorneys' fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members' rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing ... The Settlement Notices fully satisfied all notice requirements under the law, including the Federal Rules of Civil Procedure, the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.

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

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

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

The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order prior to remand, and a second notice campaign thereafter. (See Dkt. No. 2571.) The class received direct and indirect notice through several methods – email notice, mailed notice upon request, an informative settlement website, a telephone support line, and a vigorous online campaign. Digital banner advertisements were targeted specifically to settlement class members, including on Google and Yahoo's ad networks, as well as

Facebook and Instagram, with over 396 million impressions delivered. Sponsored search listings were employed on Google, Yahoo and Bing, resulting in 216,477 results, with 1,845 clicks through to the settlement website. An informational release was distributed to 495 media contacts in the consumer electronics industry. The case website has continued to be maintained as a channel for communications with class members. Between February 11, 2020 and April 23, 2020, there were 207,205 unique visitors to the website. In the same period, the toll-free telephone number available to class members received 515 calls.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judge George H. Wu, *Lusnak v. Bank of America, N.A.* (Aug. 10, 2020) 14-cv-01855 (C.D. Cal.):

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

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

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

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

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

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

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

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

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

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

Pursuant to the Preliminary Approval Order, the Settlement Notice was mailed, emailed and disseminated by the other means described in the Settlement Agreement to the Class Members. This Court finds that this notice procedure was (i) the best practicable notice; (ii) reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of the Civil Action and of their right to object to or exclude themselves from the proposed Settlement; and (iii) reasonable and constitutes due, adequate, and sufficient notice to all entities and persons entitled to receive notice.

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

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

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

The Court finds that mailed and publication notice previously given to Class Members in the Action was the best notice practicable under the circumstances, and satisfies the requirements of due process and FED. R. CIV. P. 23. The Court further finds that, because (a) adequate notice has been provided to all Class Members and (b) all Class Members have been given the opportunity to object to, and/or request exclusion from, the Settlement, it has jurisdiction over all Class Members. The Court further finds that all requirements of statute

(including but not limited to 28 U.S.C. § 1715), rule, and state and federal constitutions necessary to effectuate this Settlement have been met and satisfied.

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

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

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

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

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

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

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

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

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

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

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

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

Judge Michael H. Simon, *In re: Premera Blue Cross Customer Data Security Breach Litigation* (Mar. 2, 2020) MDL No. 2633, 3:15-md-2633 (D. Ore.):

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

Judge Maxine M. Chesney, *McKinney-Drobnis et al. v. Massage Envy Franchising* (Mar. 2, 2020) 3:16-cv-06450 (N.D. Cal.):

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

Judge Harry D. Leinenweber, *Albrecht v. Oasis Power, LLC d/b/a Oasis Energy* (Feb. 6, 2020) 1:18-cv-01061 (N.D. Ill.):

The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

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

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

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

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

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

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

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

Judge Margo K. Brodie, *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (Dec. 13, 2019) MDL No. 1720, 05-md-01720 (E.D.N.Y.):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judge Karon Owen Bowdre, *In re: Community Health Systems, Inc. Customer Data Security Breach Litigation* (Aug. 22, 2019) MDL No. 2595, 2:15-cv-00222 (N.D. Ala.):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Pursuant to the Preliminary Approval Order, the notice documents were sent to Settlement Class Members by email or by first-class mail, and further notice was achieved via publication in People magazine, internet banner notices, and internet sponsored search listings. The Court finds that the manner and form of notice (the "Notice Program") set forth in the Settlement Agreement was provided to Settlement Class Members. The Court finds that the Notice Program, as implemented, was the best practicable under the circumstances. The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, and their rights to opt-out of the Settlement Class

and object to the Settlement, Class Counsel's fee request, and the request for Service Award for Plaintiff. The Notice and Notice Program constituted sufficient notice to all persons entitled to notice. The Notice and Notice Program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the constitutional requirement of due process.

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

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

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

These multiple efforts at notification far exceed the due process requirement that the class representative provide the best practical notice.... Following this extensive notice campaign reaching over 1.6 million potential class member accounts, Class counsel have received just two objections to the settlement and only 24 opt outs.

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

The Court finds that the Notice Plan ... fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.

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

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

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

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

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

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

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

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

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

The Notice given to Class Members complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and provided due and adequate notice to the Class.

Judge Alison J. Nathan, *Pantelyat et al. v. Bank of America, N.A. et al.* (Jan. 31, 2019) 16-cv-08964 (S.D.N.Y.):

The Class Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice. The notice fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules.

Judge Kenneth M. Hoyt, *Al's Pals Pet Card, LLC et al. v. Woodforest National Bank, N.A. et al.* (Jan. 30, 2019) 4:17-cv-3852 (S.D. Tex.):

[T]he Court finds that the class has been notified of the Settlement pursuant to the plan approved by the Court. The Court further finds that the notice program constituted the best practicable notice to the class under the circumstances and fully satisfies the requirements of due process, including Fed. R. Civ. P. 23(e)(1) and 28 U.S.C. § 1715.

Judge Robert M. Dow, Jr., *In re: Dealer Management Systems Antitrust Litigation* (Jan. 23, 2019) MDL No. 2817, 18-cv-00864 (N.D. Ill.):

The Court finds that the Settlement Administrator fully complied with the Preliminary Approval Order and that the form and manner of providing notice to the Dealership Class of the proposed Settlement with Reynolds was the best notice practicable under the circumstances, including individual notice to all members of the Dealership Class who could be identified through the exercise of reasonable effort. The Court further finds that the notice program provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715(b), and constitutional due process.

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

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

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

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

Judge Jesse M. Furman, *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.* (Nov. 13, 2018) 14-cv-07126 (S.D.N.Y.):

The mailing and distribution of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice efforts described in the Motion for Final Approval, as provided for in the Court's June 26, 2018 Preliminary Approval Order, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.

Judge William L. Campbell, Jr., Ajose et al. v. Interline Brands, Inc. (Oct. 23, 2018) 3:14-cv-01707 (M.D. Tenn.):

The Court finds that the Notice Plan, as approved by the Preliminary Approval Order: (i) satisfied the requirements of Rule 23(c)(3) and due process; (ii) was reasonable and the best practicable notice under the circumstances; (iii) reasonably apprised the Settlement Class of the pendency of the action, the terms of the Agreement, their right to object to the proposed settlement or opt out of the Settlement Class, the right to appear at the Final Fairness Hearing, and the Claims Process; and (iv) was reasonable and constituted due, adequate, and sufficient notice to all those entitled to receive notice.

Judge Joseph C. Spero, Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN (Oct. 15, 2018) 3:16-cv-05486 (N.D. Cal.):

[T]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 proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Judge Beth Labson Freeman, Gergetz v. Telenav, Inc. (Sept. 27, 2018) 5:16-cv-04261 (N.D. Cal.):

The Court finds that the Notice and Notice Plan implemented pursuant to the Settlement Agreement, which consists of individual notice sent via first-class U.S. Mail postcard, notice provided via email, and the posting of relevant Settlement documents on the Settlement Website, has been successfully implemented and was the best notice practicable under the circumstances and: (1) constituted notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause, and the Rules of this Court.

Judge M. James Lorenz, Farrell v. Bank of America, N.A. (Aug. 31, 2018) 3:16-cv-00492 (S.D. Cal.):

The Court therefore finds that the Class Notices given to Settlement Class members adequately informed Settlement Class members of all material elements of the proposed Settlement and constituted valid, due, and sufficient notice to Settlement Class members. The Court further finds that the Notice Program satisfies due process and has been fully implemented.

Judge Dean D. Pregerson, Falco et al. v. Nissan North America, Inc. et al. (July 16, 2018) 2:13-cv-00686 (C.D. Cal.):

Notice to the Settlement Class as required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, and such Notice by first-class mail was given in an adequate and sufficient manner, and constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

Judge Lynn Adelman, In re: Windsor Wood Clad Window Product Liability Litigation (July 16, 2018) MDL No. 2688, 16-md-02688 (E.D. Wis.):

The Court finds that the Notice Program was appropriately administered, and was the best practicable notice to the Class under the circumstances, satisfying the requirements of Rule 23 and due process. The Notice Program, constitutes due, adequate, and sufficient notice to all persons, entities, and/or organizations entitled to receive notice; fully satisfied the requirements of the Constitution of the United States (including the Due

Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law; and is based on the Federal Judicial Center's illustrative class action notices.

Judge Stephen K. Bushong, *Surrett et al. v. Western Culinary Institute et al.* (June 18, 2018) 0803-03530 (Ore. Cir. Cnty. of Multnomah):

This Court finds that the distribution of the Notice of Settlement ... fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.

Judge Jesse M. Furman, *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.* (June 1, 2018) 14-cv-07126 (S.D.N.Y.):

The mailing of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice distribution efforts described in the Motion for Final Approval, as provided for in the Court's October 24, 2017 Order Providing for Notice to the Settlement Class and Preliminarily Approving the Plan of Distribution, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.

Judge Brad Seligman, *Larson v. John Hancock Life Insurance Company (U.S.A.)* (May 8, 2018) RG16813803 (Sup. Ct. Cal.):

The Court finds that the Class Notice and dissemination of the Class Notice as carried out by the Settlement Administrator complied with the Court's order granting preliminary approval and all applicable requirements of law, including, but not limited to California Rules of Court, rule 3.769(f) and the Constitutional requirements of due process, and constituted the best notice practicable under the circumstances and sufficient notice to all persons entitled to notice of the Settlement.

[T]he dissemination of the Class Notice constituted the best notice practicable because it included mailing individual notice to all Settlement Class Members who are reasonably identifiable using the same method used to inform class members of certification of the class, following a National Change of Address search and run through the LexisNexis Deceased Database.

Judge Federico A. Moreno, *Masson v. Tallahassee Dodge Chrysler Jeep, LLC* (May 8, 2018) 17-cv-22967 (S.D. Fla.):

The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Chancellor Russell T. Perkins, *Morton v. GreenBank* (Apr. 18, 2018) 11-135-IV (20th Jud. Dist. Tenn.):

The Notice Program as provided or in the Agreement and the Preliminary Amended Approval Order constituted the best notice practicable under the circumstances, including individual notice to all Settlement Class members who could be identified through reasonable effort. The Notice Plan fully satisfied the requirements of Tennessee Rule of Civil Procedure 23.03, due process and any other applicable law.

Judge James V. Selna, *Callaway v. Mercedes-Benz USA, LLC* (Mar. 8, 2018) 8:14-cv-02011 (C.D. Cal.):

The Court finds that the notice given to the Class was the best notice practicable under the circumstances of this case, and that the notice complied with the requirements of Federal Rule of Civil Procedure 23 and due process.

The notice given by the Class Administrator constituted due and sufficient notice to the Settlement Class, and adequately informed members of the Settlement Class of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement Agreement and how to object to the Settlement.

The Court has considered and rejected the objection ... [regarding] the adequacy of the notice plan. The notice given provided ample information regarding the case. Class members also had the ability to seek additional information from the settlement website, from Class Counsel or from the Class Administrator.

Judge Thomas M. Durkin, Vergara et al., v. Uber Technologies, Inc. (Mar. 1, 2018) 1:15-cv-06972 (N.D. Ill.):

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

Judge Federico A. Moreno, In re: Takata Airbag Products Liability Litigation (Honda & Nissan) (Feb. 28, 2018) MDL No. 2599 (S.D. Fla.):

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

Judge Susan O. Hickey, Larey v. Allstate Property and Casualty Insurance Company (Feb. 9, 2018) 4:14-cv-04008 (W.D. Kan.):

Based on the Court's review of the evidence submitted and argument of counsel, the Court finds and concludes that the Class Notice and Claim Form was mailed to potential Class Members in accordance with the provisions of the Preliminary Approval Order, and together with the Publication Notice, the automated toll-free telephone number, and the settlement website: (i) constituted, under the circumstances, the most effective and practicable notice of the pendency of the Lawsuit, this Stipulation, and the Final Approval Hearing to all Class Members who could be identified through reasonable effort; and (ii) met all requirements of the Federal Rules of Civil Procedure, the requirements of due process under the United States Constitution, and the requirements of any other applicable rules or law.

Judge Muriel D. Hughes, Glaske v. Independent Bank Corporation (Jan. 11, 2018) 13-009983 (Cir. Ct. Mich.):

The Court-approved Notice Plan satisfied due process requirements ... The notice, among other things, was calculated to reach Settlement Class Members because it was sent to their last known email or mail address in the Bank's files.

Judge Naomi Reice Buchwald, Orlander v. Staples, Inc. (Dec. 13, 2017) 13-cv-00703 (S.D.N.Y.):

The Notice of Class Action Settlement ("Notice") was given to all Class Members who could be identified with reasonable effort in accordance with the terms of the Settlement Agreement and Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and the terms and conditions of the proposed Settlement met the requirements of Federal Rule of Civil Procedure 23 and the Constitution of the United States (including the Due Process Clause); and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

Judge Lisa Godbey Wood, T.A.N. v. PNI Digital Media, Inc. (Dec. 1, 2017) 2:16-cv-132 (S.D. Ga.):

Notice to the Settlement Class Members required by Rule 23 has been provided as directed by this Court in the Preliminary Approval Order, and such notice constituted the best notice practicable, including, but not limited to, the forms of notice and methods of identifying and providing notice to the Settlement Class Members, and satisfied the requirements of Rule 23 and due process, and all other applicable laws.

Judge Robin L. Rosenberg, *Gottlieb v. Citgo Petroleum Corporation* (Nov. 29, 2017) 9:16-cv-81911 (S.D. Fla.):

The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Judge Donald M. Middlebrooks, *Mahoney v. TT of Pine Ridge, Inc.* (Nov. 20, 2017) 9:17-cv-80029 (S.D. Fla.):

Based on the Settlement Agreement, Order Granting Preliminary Approval of Class Action Settlement Agreement, and upon the Declaration of Cameron Azari, Esq. (DE 61-1), the Court finds that Class Notice provided to the Settlement Class was the best notice practicable under the circumstances, and that it satisfied the requirements of due process and Federal Rule of Civil Procedure 23(e)(1).

Judge Gerald Austin McHugh, *Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric et al.* (Nov. 8, 2017) 2:14-cv-04464 (E.D. Pa.):

Notice has been provided to the Settlement Class of the pendency of this Action, the conditional certification of the Settlement Class for purposes of this Settlement, and the preliminary approval of the Settlement Agreement and the Settlement contemplated thereby. The Court finds that the notice provided was the best notice practicable under the circumstances to all persons entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation (BMW, Mazda, Toyota, & Subaru)* (Nov. 1, 2017) MDL No. 2599 (S.D. Fla.):

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

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

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

Judge Rebecca Brett Nightingale, *Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma et al.* (May 15, 2017) CJ-2015-00859 (Dist. Ct. Okla.):

*The Court-approved Notice Plan satisfies Oklahoma law because it is "reasonable" (12 O.S. § 2023(E)(I)) and it satisfies due process requirements because it was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Shutts*, 472 U.S. at 812 (quoting *Mullane*, 339 U.S. at 314-15).*

Judge Joseph F. Bataillon, *Klug v. Watts Regulator Company* (Apr. 13, 2017) 8:15-cv-00061 (D. Neb.):

The court finds that the notice to the Settlement Class of the pendency of the Class Action and of this settlement, as provided by the Settlement Agreement and by the Preliminary Approval Order dated December

7, 2017, constituted the best notice practicable under the circumstances to all persons and entities within the definition of the Settlement Class, and fully complied with the requirements of Federal Rules of Civil Procedure Rule 23 and due process. Due and sufficient proof of the execution of the Notice Plan as outlined in the Preliminary Approval Order has been filed.

Judge Yvonne Gonzalez Rogers, *Bias v. Wells Fargo & Company et al.* (Apr. 13, 2017) 4:12-cv-00664 (N.D. Cal.):

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

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

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

Judge Carlos Murguía, *Whitton v. Deffenbaugh Industries, Inc. et al.* (Dec. 14, 2016) 2:12-cv-02247 and **Gary, LLC v. Deffenbaugh Industries, Inc. et al.** 2:13-cv-02634 (D. Kan.):

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

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

The Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all other applicable laws.

Judge Timothy D. Fox, *Miner v. Philip Morris USA, Inc.* (Nov. 21, 2016) 60CV03-4661 (Ark. Cir. Ct.):

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

Judge Eileen Bransten, *In re: HSBC Bank USA, N.A., as part of In re: Checking Account Overdraft Litigation* (Oct. 13, 2016) 650562/2011 (Sup. Ct. N.Y.):

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

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

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

Judge Marcia G. Cooke, *Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.* (Apr. 11, 2016) 14-cv-23120 (S.D. Fla.):

Pursuant to the Court's Preliminary Approval Order, the Settlement Administrator, Epiq Systems, Inc. [Hilsoft Notifications], has complied with the approved notice process as confirmed in its Declaration filed with the

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

Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation* (Mar. 22, 2016) MDL No. 2420, 4:13-md-02420 (N.D. Cal.):

From what I could tell, I liked your approach and the way you did it. I get a lot of these notices that I think are all legalese and no one can really understand them. Yours was not that way.

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

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

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

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

The court also finds that the Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of: (1) the pendency of this class action; (2) their right to exclude themselves from the Settlement Class and the proposed Settlement; (3) their right to object to any aspect of the proposed Settlement (including final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed Settlement, the adequacy of the Settlement Class's representation by Named Plaintiffs or Class Counsel, or the award of attorney's and representative fees); (4) their right to appear at the fairness hearing (either on their own or through counsel hired at their own expense); and (5) the binding and preclusive effect of the orders and Final Order and Judgment in this Action, whether favorable or unfavorable, on all Persons who do not request exclusion from the Settlement Class. As such, the court finds that the Notice fully satisfied the requirements of the Federal Rules of Civil Procedure, including Federal Rule of Civil Procedure 23(c)(2) and (e), the United States Constitution (including the Due Process Clause), the rules of this court, and any other applicable law, and provided sufficient notice to bind all Class Members, regardless of whether a particular Class Member received actual notice.

Judge Robert W. Gettleman, *Adkins et al. v. Nestlé Purina PetCare Company et al.* (June 23, 2015) 1:12-cv-02871 (N.D. Ill.):

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

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

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

Judge Rya W. Zobel, *Gulbankian et al. v. MW Manufacturers, Inc.* (Dec. 29, 2014) 1:10-cv-10392 (D. Mass.):

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

Judge Edward J. Davila, *Rose v. Bank of America Corporation et al.* (Aug. 29, 2014) 5:11-cv-02390 & 5:12-cv-00400 (N.D. Cal.):

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

Judge James A. Robertson, II, *Wong et al. v. Alacer Corp.* (June 27, 2014) CGC-12-519221 (Sup. Ct. Cal.):

Notice to the Settlement Class has been provided in accordance with the Preliminary Approval Order. Based on the Declaration of Cameron Azari dated March 7, 2014, such Class Notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies the requirements of California Civil Code Section 1781, California Civil Code of Civil Procedure Section 382, Rules 3.766 of the California Rules of Court, and due process.

Judge John Gleeson, *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (Dec. 13, 2013) MDL No. 1720, 05-md-01720 (E.D.N.Y.):

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

Judge Lance M. Africk, *Evans et al. v. TIN, Inc. et al.* (July 7, 2013) 2:11-cv-02067 (E.D. La.):

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

Judge Edward M. Chen, *Marolda v. Symantec Corporation* (Apr. 5, 2013) 3:08-cv-05701 (N.D. Cal.):

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

Judge Ann D. Montgomery, *In re: Zurn Pex Plumbing Products Liability Litigation* (Feb. 27, 2013) MDL No. 1958, 08-md-01958 (D. Minn.):

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

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

Magistrate Judge Stewart, Gessele et al. v. Jack in the Box, Inc. (Jan. 28, 2013) 3:10-cv-00960 (D. Ore.):

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

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

Through August 9, 2012, 366,242 individual notices had been sent to potential [Medical Benefits] Settlement Class Members by postal mail and 56,136 individual notices had been e-mailed. Only 10,700 mailings—or 3.3%—were known to be undeliverable. (Azari Decl. ¶¶ 8, 9.) Notice was also provided through an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, highly-trafficked websites, and Sunday local newspapers (via newspaper supplements). Notice was also provided in non-measured trade, business and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The combined measurable paid print, television, radio, and Internet effort reached an estimated 95% of adults aged 18+ in the Gulf Coast region an average of 10.3 times each, and an estimated 83% of all adults in the United States aged 18+ an average of 4 times each. (Id. ¶¶ 8, 10.) All notice documents were designed to be clear, substantive, and informative. (Id. ¶ 5.)

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

Judge Carl J. Barbier, In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Economic and Property Damages Settlement) (Dec. 21, 2012) MDL No. 2179 (E.D. La.):

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

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

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

Judge Alonzo Harris, *Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.* (Aug. 17, 2012) 12-C-1599 (27th Jud. D. Ct. La.):

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

Judge James Lawrence King, *Sachar v. Iberiabank Corporation* (Apr. 26, 2012) as part of ***In re: Checking Account Overdraft*** MDL No. 2036 (S.D. Fla):

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

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

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

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

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

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

Judge John D. Bates, *Trombley v. National City Bank* (Dec. 1, 2011) 1:10-cv-00232 (D.D.C.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

The form, content, and method of dissemination of Notice given to the Settlement Class were in full compliance with the Court's January 11, 2011 Order, the requirements of Fed. R. Civ. P. 23(e), and due process. The notice was adequate

and reasonable, and constituted the best notice practicable under the circumstances. In addition, adequate notice of the proceedings and an opportunity to participate in the final fairness hearing were provided to the Settlement Class.

Judge Robert M. Dow, Jr., *Schulte v. Fifth Third Bank* (July 29, 2011) 1:09-cv-06655 (N.D. Ill.):

The Court has reviewed the content of all of the various notices, as well as the manner in which Notice was disseminated, and concludes that the Notice given to the Class fully complied with Federal Rule of Civil Procedure 23, as it was the best notice practicable, satisfied all constitutional due process concerns, and provided the Court with jurisdiction over the absent Class Members.

Judge Ellis J. Daigle, *Williams v. Hammerman & Gainer Inc.* (June 30, 2011) 11-C-3187-B (27th Jud. D. Ct. La.):

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

Judge Stefan R. Underhill, *Mathena v. Webster Bank, N.A.* (Mar. 24, 2011) 3:10-cv-01448 (D. Conn.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

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

Judge Ted Stewart, *Miller v. Basic Research, LLC* (Sept. 2, 2010) 2:07-cv-00871 (D. Utah):

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

Judge Sara Loi, *Pavlov v. Continental Casualty Co.* (Oct. 7, 2009) 5:07-cv-02580 (N.D. Ohio):

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

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

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

LEGAL NOTICE CASES

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

<i>In Re Juul Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation</i>	N.D. Cal., No. 19-md-02913
<i>Rogowski et al. v. State Farm Life Insurance Company et al. (Whole Life or Universal Life Insurance)</i>	W.D. Mo., No. 4:22-cv-00203
<i>Ingram v. Jamestown Import Auto Sales, Inc. d/b/a Kia of Jamestown (TCPA)</i>	W.D.N.Y., No. 1:22-cv-00309
<i>In re: Midwestern Pet Foods Marketing, Sales Practices and Product Liability Litigation</i>	S.D. Ind., No. 3:21-cv-00007
<i>Meier v. Prosperity Bank (Bank Fees & Overdraft)</i>	239th Jud. Dist., Brazoria Cnty, Tex., No. 109569-CV
<i>Middleton et al. v. Liberty Mutual Personal Insurance Company et al. (Auto Insurance Claims Sales Tax)</i>	S.D. Ohio, No. 1:20-cv-00668
<i>Checchia v. Bank of America, N.A. (Bank Fees)</i>	E.D. Penn., No. 2:21-cv-03585
<i>McCullough v. True Health New Mexico, Inc. (Data Breach)</i>	2nd Dist. Ct, N.M., No. D-202-CV-2021-06816
<i>Sonterra Capital Master Fund Ltd. v. Credit Suisse Group AG et al. (Swiss Franc LIBOR-Based Derivatives)</i>	S.D.N.Y., No. 1:15-cv-00871
<i>Duggan et al. v. Wings Financial Credit Union (Bank Fees)</i>	Dist. Ct., Dakota Cnty., Minn., No. 19AV-cv-20-2163
<i>Miller v. Bath Saver, Inc. et al. (TCPA)</i>	M.D. Penn., No. 1:21-cv-01072
<i>Chapman v. Insight Global Inc. (Data Breach)</i>	M.D. Penn., No. 1:21-cv-00824
<i>Thomsen et al. v. Morley Cos., Inc. (Data Breach)</i>	E.D. Mich., No. 1:22-cv-10271
<i>In re Scripps Health Data Incident Litigation (Data Breach)</i>	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2021-00024103
<i>In Re Robinhood Outage Litigation (Trading Outage)</i>	N.D. Cal., No. 3:20-cv-01626
<i>Walker v Highmark BCBS Health (TCPA)</i>	W.D. Penn., No. 20-cv-01975
<i>Dickens et al. v. Thinx, Inc. (Consumer Product)</i>	S.D.N.Y., No. 1:22-cv-04286
<i>Service et al. v. Volkswagen Group of America et al. (Data Breach)</i>	Sup. Ct. Cal. Cnty. of Contra Costa, No. C22-01841
<i>Paris et al. v. Progressive American et al. & South v. Progressive Select Insurance Company (Automobile Total Loss)</i>	S.D. Fla., No. 19-cv-21761 & 19-cv-21760
<i>Wenston Desue et al. v. 20/20 Eye Care Network, Inc. et al. (Data Breach)</i>	S.D. Fla., No. 21-cv-61275
<i>Rivera v. IH Mississippi Valley Credit Union (Overdraft)</i>	Cir. Ct 14th Jud. Cir., Rock Island Cnty., Ill., No. 2019 CH 299
<i>Guthrie v. Service Federal Credit Union (Overdraft)</i>	Sup. Ct. Rockingham Cnty, N.H., No. 218-2021-CV-00160
<i>Opelousas General Hospital Authority. v. Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana (Medical Insurance)</i>	27th Jud. D. Ct. La., No. 16-C-3647
<i>Churchill et al. v. Bangor Savings Bank (Overdraft)</i>	Maine Bus. & Consumer Ct., No. BCD-CIV-2021-00027
<i>Brower v. Northwest Community Credit Union (Bank Fees)</i>	Ore. Dist. Ct. Multnomah Cnty., No. 20CV38608
<i>Kent et al. v. Women's Health USA, Inc. et al. (IVF Antitrust Pricing)</i>	Sup. Ct. Jud. Dist. of Stamford/Norwalk, Conn., No. FST-CV-21-6054676-S

<i>In re: U.S. Office of Personnel Management Data Security Breach Litigation</i>	D.D.C., No. MDL No. 2664, 15-cv-01394
<i>In re: fairlife Milk Products Marketing and Sales Practices Litigation (False Labeling & Marketing)</i>	N.D. Ill., No. MDL No. 2909, No. 1:19-cv-03924
<i>In Re: Zoom Video Communications, Inc. Privacy Litigation</i>	N.D. Cal., No. 3:20-cv-02155
<i>Browning et al. v. Anheuser-Busch, LLC (False Advertising)</i>	W.D. Mo., No. 20-cv-00889
<i>Callen v. Daimler AG and Mercedes-Benz USA, LLC (Interior Trim)</i>	N.D. Ga., No. 1:19-cv-01411
<i>In re: Disposable Contact Lens Antitrust Litigation (Alcon Laboratories, Inc. and Johnson & Johnson Vision Care, Inc.) (Unilateral Pricing Policies)</i>	M.D. Fla., No. 3:15-md-02626
<i>Ford et al. v. [24]7.ai, Inc. (Data Breach - Best Buy Data Incident)</i>	N.D. Cal., MDL No. 2863, No. 5:18-cv-02770
<i>In re Takata Airbag Class Action Settlement - Australia Settlement Louise Haselhurst v. Toyota Motor Corporation Australia Limited Kimley Whisson v. Subaru (Aust) Pty Limited Akuratiya Kularathne v. Honda Australia Pty Limited Owen Brewster v. BMW Australia Ltd Jaydan Bond v. Nissan Motor Co (Australia) Pty Limited Camilla Coates v. Mazda Australia Pty Limited</i>	Australia; NSWSC, No. 2017/00340824 No. 2017/00353017 No. 2017/00378526 No. 2018/00009555 No. 2018/00009565 No. 2018/00042244
<i>In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPs) (Smithfield Foods, Inc.)</i>	D. Minn., No. 0:18-cv-01776
<i>Jackson v. UKG Inc., f/k/a The Ultimate Software Group, Inc. (Biometrics)</i>	Cir. Ct. of McLean Cnty., Ill., No. 2020L31
<i>In Re: Capital One Consumer Data Security Breach Litigation</i>	E.D. Va., MDL No. 2915, No. 1:19-md-02915
<i>Aseltine v. Chipotle Mexican Grill, Inc. (Food Ordering Fees)</i>	Cir. Ct. Cal. Alameda Cnty., No. RG21088118
<i>In re Morgan Stanley Data Security Litigation</i>	S.D.N.Y., No. 1:20-cv-05914
<i>DiFlauro et al. v. Bank of America, N.A. (Mortgage Bank Fees)</i>	C.D. Cal., No. 2:20-cv-05692
<i>In re: California Pizza Kitchen Data Breach Litigation</i>	C.D. Cal., No. 8:21-cv-01928
<i>Breda v. Cellco Partnership d/b/a Verizon Wireless (TCPA)</i>	D. Mass., No. 1:16-cv-11512
<i>Snyder et al. v. The Urology Center of Colorado, P.C. (Data Breach)</i>	2nd Dist. Ct. Cnty. of Denver Col., No. 2021CV33707
<i>Dearing v. Magellan Health Inc. et al. (Data Breach)</i>	Sup. Ct. Cnty. of Maricopa, Ariz., No. CV2020-013648
<i>Torretto et al. v. Donnelley Financial Solutions, Inc. and Mediant Communications Inc. (Data Breach)</i>	S.D.N.Y., No. 1:20-cv-02667
<i>In Re: Takata Airbag Products Liability Litigation (Volkswagen)</i>	S.D. Fla., MDL No. 2599, No. 1:15-md-02599
<i>Beiswinger v. West Shore Home, LLC (TCPA)</i>	M.D. Fla., No. 3:20-cv-01286
<i>Arthur et al. v. McDonald's USA, LLC et al.; Lark et al. v. McDonald's USA, LLC et al. (Biometrics)</i>	Cir. Ct. St. Clair Cnty., Ill., Nos. 20-L-0891; 1-L-559
<i>Kostka et al. v. Dickey's Barbecue Restaurants, Inc. et al. (Data Breach)</i>	N.D. Tex., No. 3:20-cv-03424
<i>Scherr v. Rodan & Fields, LLC; Gorzo et al. v. Rodan & Fields, LLC (Lash Boost Mascara Product)</i>	Sup. Ct. of Cal., Cnty. San Bernadino, No. CJC-18-004981; Sup. Ct. of Cal., Cnty. of San Francisco, Nos. CIVDS 1723435 and CGC-18-565628
<i>Cochran et al. v. The Kroger Co. et al. (Data Breach)</i>	N.D. Cal., No. 5:21-cv-01887

<i>Fernandez v. Rushmore Loan Management Services LLC (Mortgage Loan Fees)</i>	C.D. Cal., No. 8:21-cv-00621
<i>Abramson v. Safe Streets USA LLC (TCPA)</i>	E.D.N.C., No. 5:19-cv-00394
<i>Stoll et al. v. Musculoskeletal Institute, Chartered d/b/a Florida Orthopaedic Institute (Data Breach)</i>	M.D. Fla., No. 8:20-cv-01798
<i>Mayo v. Affinity Plus Federal Credit Union (Overdraft)</i>	4th Jud. Dist. Ct. Minn., No. 27-cv-11786
<i>Johnson v. Moss Bros. Auto Group, Inc. et al. (TCPA)</i>	C.D. Cal., No. 5:19-cv-02456
<i>Muransky et al. v. The Cheesecake Factory, Inc. et al. (FACTA)</i>	Sup. Ct. Cal. Cnty. of Los Angeles, No. 19 stcv43875
<i>Haney v. Genworth Life Ins. Co. (Long Term Care Insurance)</i>	E.D. Va., No. 3:22-cv-00055
<i>Halcom v. Genworth Life Ins. Co. (Long Term Care Insurance)</i>	E.D. Va., No. 3:21-cv-00019
<i>Mercado et al. v. Verde Energy USA, Inc. (Variable Rate Energy)</i>	N.D. Ill., No. 1:18-cv-02068
<i>Fallis et al. v. Gate City Bank (Overdraft)</i>	East Cent. Dist. Ct. Cass Cnty. N.D., No. 09-2019-cv-04007
<i>Sanchez et al. v. California Public Employees' Retirement System et al. (Long Term Care Insurance)</i>	Sup. Ct. Cal. Cnty. of Los Angeles, No. BC 517444
<i>Hameed-Bolden et al. v. Forever 21 Retail, Inc. et al. (Data Breach for Payment Cards)</i>	C.D. Cal., No. 2:18-cv-03019
<i>Wallace v. Wells Fargo (Overdraft Fees on Uber and Lyft One-Time Transactions)</i>	Sup. Ct. Cal. Cnty. of Santa Clara, No. 17-cv-317775
<i>In re Turkey Antitrust Litigations (Commercial and Institutional Indirect Purchaser Plaintiffs' Action – CIIPPs) Sandee's Bakery d/b/a Sandee's Catering Bakery & Deli et al. v. Agri Stats, Inc.</i>	N.D. Ill., No. 1:20-cv-02295
<i>Coleman v. Alaska USA Federal Credit Union (Retry Bank Fees)</i>	D. Alaska, No. 3:19-cv-00229
<i>Fiore et al. v. Ingenious Designs, L.L.C. and HSN, Inc. (My Little Steamer)</i>	E.D.N.Y., No. 1:18-cv-07124
<i>In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) (JBS USA Food Company, JBS USA Food Company Holdings)</i>	D. Minn., No. 0:18-cv-01776
<i>Lozano v. CodeMetro Inc. (Data Breach)</i>	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2020-00022701
<i>Yamagata et al. v. Reckitt Benckiser LLC (Schiff Move Free® Advanced Glucosamine Supplements)</i>	N.D. Cal., No. 3:17-cv-03529
<i>Cin-Q Automobiles, Inc. et al. v. Buccaneers Limited Partnership (TCPA)</i>	M.D. Fla., No. 8:13-cv-01592
<i>Thompson et al. v. Community Bank, N.A. (Overdraft)</i>	N.D.N.Y., No. 8:19-cv-00919
<i>Bleachtech L.L.C. v. United Parcel Service Co. (Declared Value Shipping Fees)</i>	E.D. Mich., No. 2:14-cv-12719
<i>Silveira v. M&T Bank (Mortgage Fees)</i>	C.D. Cal., No. 2:19-cv-06958
<i>In re Toll Roads Litigation; Borsuk et al. v. Foothill/Eastern Transportation Corridor Agency et al. (OCTA Settlement - Collection & Sharing of Personally Identifiable Information)</i>	C.D. Cal., No. 8:16-cv-00262
<i>In Re: Toll Roads Litigation (3M/TCA Settlement - Collection & Sharing of Personally Identifiable Information)</i>	C.D. Cal., No. 8:16-cv-00262
<i>Pearlstone v. Wal-Mart Stores, Inc. (Sales Tax)</i>	C.D. Cal., No. 4:17-cv-02856
<i>Zanca et al. v. Epic Games, Inc. (Fortnite or Rocket League Video Games)</i>	Sup. Ct. Wake Cnty. N.C., No. 21-CVS-534

<i>In re: Flint Water Cases</i>	E.D. Mich., No. 5:16-cv-10444
<i>Kukorinis v. Walmart, Inc. (Weighted Goods Pricing)</i>	S.D. Fla., No. 1:19-cv-20592
<i>Grace v. Apple, Inc. (Apple iPhone 4 and iPhone 4S Devices)</i>	N.D. Cal., No. 17-cv-00551
<i>Alvarez v. Sirius XM Radio Inc.</i>	C.D. Cal., No. 2:18-cv-08605
<i>In re: Pre-Filled Propane Tank Antitrust Litigation</i>	W.D. Mo., No. MDL No. 2567, No. 14-cv-02567
<i>In re: Disposable Contact Lens Antitrust Litigation (ABB Concise Optical Group, LLC) (Unilateral Pricing Policies)</i>	M.D. Fla., No. 3:15-md-02626
<i>Morris v. Provident Credit Union (Overdraft)</i>	Sup. Ct. Cal. Cnty. of San Fran., No. CGC-19-581616
<i>Pennington v. Tetra Tech, Inc. et al. (Property)</i>	N.D. Cal., No. 3:18-cv-05330
<i>Maldonado et al. v. Apple Inc. et al. (Apple Care iPhone)</i>	N.D. Cal., No. 3:16-cv-04067
<i>UFCW & Employers Benefit Trust v. Sutter Health et al. (Self-Funded Payors)</i>	Sup. Ct. of Cal., Cnty. of San Fran., No. CGC 14-538451 Consolidated with CGC-18-565398
<i>Fitzhenry v. Independent Home Products, LLC (TCPA)</i>	D.S.C., No. 2:19-cv-02993
<i>In re: Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc. et al.</i>	C.D. Cal., Nos. 8:17-cv-00838 & 18-cv-02223
<i>Sager et al. v. Volkswagen Group of America, Inc. et al.</i>	D.N.J., No. 18-cv-13556
<i>Bautista v. Valero Marketing and Supply Company</i>	N.D. Cal., No. 3:15-cv-05557
<i>Richards et al. v. Chime Financial, Inc. (Service Disruption)</i>	N.D. Cal., No. 4:19-cv-06864
<i>In re: Health Insurance Innovations Securities Litigation</i>	M.D. Fla., No. 8:17-cv-02186
<i>Fox et al. v. Iowa Health System d.b.a. UnityPoint Health (Data Breach)</i>	W.D. Wis., No. 18-cv-00327
<i>Smith v. Costa Del Mar, Inc. (Sunglasses Warranty)</i>	M.D. Fla., No. 3:18-cv-01011
<i>AI's Discount Plumbing et al. v. Viega, LLC (Building Products)</i>	M.D. Pa., No. 19-cv-00159
<i>Rose v. The Travelers Home and Marine Insurance Company et al.</i>	E.D. Pa., No. 19-cv-00977
<i>Eastwood Construction LLC et al. v. City of Monroe The Estate of Donald Alan Plyler Sr. et al. v. City of Monroe</i>	Sup. Ct. N.C., Nos. 18-CVS-2692 & 19-CVS-1825
<i>Garvin v. San Diego Unified Port District</i>	Sup. Ct. Cal., No. 37-2020-00015064
<i>Consumer Financial Protection Bureau v. Siringoringo Law Firm</i>	C.D. Cal., No. 8:14-cv-01155
<i>Robinson v. Nationstar Mortgage LLC</i>	D. Md., No. 8:14-cv-03667
<i>Drazen v. GoDaddy.com, LLC and Bennett v. GoDaddy.com, LLC (TCPA)</i>	S.D. Ala., No. 1:19-cv-00563
<i>In re: Libor-Based Financial Instruments Antitrust Litigation</i>	S.D.N.Y., MDL No. 2262, No. 1:11-md-2262
<i>Izor v. Abacus Data Systems, Inc. (TCPA)</i>	N.D. Cal., No. 19-cv-01057
<i>Cook et al. v. South Carolina Public Service Authority et al.</i>	Ct. of Com. Pleas. 13 th Jud. Cir. S.C., No. 2019-CP-23-6675

<i>K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals</i>	30th Jud. Dist. Tenn., No. CH-13-04871-1
<i>In re: Roman Catholic Diocese of Harrisburg</i>	Bank. Ct. M.D. Pa., No. 1:20-bk-00599
<i>Denier et al. v. Taconic Biosciences, Inc.</i>	Sup Ct. N.Y., No. 00255851
<i>Robinson v. First Hawaiian Bank (Overdraft)</i>	Cir. Ct. of First Cir. Haw., No. 17-1-0167-01
<i>Burch v. Whirlpool Corporation</i>	W.D. Mich., No. 1:17-cv-00018
<i>Armon et al. v. Washington State University (Data Breach)</i>	Sup. Ct. Wash., No. 17-2-23244-1 consolidated with No. 17-2-25052-0
<i>Wilson et al. v. Volkswagen Group of America, Inc. et al.</i>	S.D. Fla., No. 17-cv-23033
<i>Prather v. Wells Fargo Bank, N.A. (TCPA)</i>	N.D. Ill., No. 1:17-cv-00481
<i>In re: Wells Fargo Collateral Protection Insurance Litigation</i>	C.D. Cal., No. 8:17-ml-02797
<i>Ciuffitelli et al. v. Deloitte & Touche LLP et al.</i>	D. Ore., No. 3:16-cv-00580
<i>Coffeng et al. v. Volkswagen Group of America, Inc.</i>	N.D. Cal., No. 17-cv-01825
<i>Audet et al. v. Garza et al.</i>	D. Conn., No. 3:16-cv-00940
<i>In re: Disposable Contact Lens Antitrust Litigation (CooperVision, Inc.) (Unilateral Pricing Policies)</i>	M.D. Fla., No. 3:15-md-02626
<i>Hyder et al. v. Consumers County Mutual Insurance Company</i>	D. Ct. of Travis Cnty. Tex., No. D-1-GN-16-000596
<i>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</i>	E.D. Tex., No. 4:19-cv-00248
<i>In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation</i>	D.S.C., MDL No. 2613, No. 6:15-MN-02613
<i>Liggio v. Apple Federal Credit Union</i>	E.D. Va., No. 1:18-cv-01059
<i>Garcia v. Target Corporation (TCPA)</i>	D. Minn., No. 16-cv-02574
<i>Albrecht v. Oasis Power, LLC d/b/a Oasis Energy</i>	N.D. Ill., No. 1:18-cv-01061
<i>McKinney-Drobnis et al. v. Massage Envy Franchising</i>	N.D. Cal., No. 3:16-cv-06450
<i>In re: Optical Disk Drive Products Antitrust Litigation</i>	N.D. Cal., MDL No. 2143, No. 3:10-md-02143
<i>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</i>	E.D. Tex., No. 4:17-cv-00001
<i>In re: Kaiser Gypsum Company, Inc. et al. (Asbestos)</i>	Bankr. W.D. N.C., No. 16-31602
<i>Kuss v. American HomePatient, Inc. et al. (Data Breach)</i>	M.D. Fla., No. 8:18-cv-02348
<i>Lusnak v. Bank of America, N.A.</i>	C.D. Cal., No. 14-cv-01855
<i>In re: Premera Blue Cross Customer Data Security Breach Litigation</i>	D. Ore., MDL No. 2633, No. 3:15-md-02633
<i>Elder v. Hilton Worldwide Holdings, Inc. (Hotel Stay Promotion)</i>	N.D. Cal., No. 16-cv-00278
<i>Grayson et al. v. General Electric Company (Microwaves)</i>	D. Conn., No. 3:13-cv-01799

Harris et al. v. Farmers Insurance Exchange and Mid Century Insurance Company	Sup. Ct. Cal., No. BC 579498
Lashambae v. Capital One Bank, N.A. (Overdraft)	E.D.N.Y., No. 1:17-cv-06406
Trujillo et al. v. Ametek, Inc. et al. (Toxic Leak)	S.D. Cal., No. 3:15-cv-01394
Cox et al. v. Ametek, Inc. et al. (Toxic Leak)	S.D. Cal., No. 3:17-cv-00597
Pirozzi et al. v. Massage Envy Franchising, LLC	E.D. Mo., No. 4:19-cv-00807
Lehman v. Transbay Joint Powers Authority et al. (Millennium Tower)	Sup. Ct. Cal., No. GCG-16-553758
In re: FCA US LLC Monostable Electronic Gearshift Litigation	E.D. Mich., MDL No. 2744 & No. 16-md-02744
Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A., as part of In re: Checking Account Overdraft	S.D. Fla., No. 1:10-cv-22190, as part of MDL No. 2036
Behfarin v. Pruco Life Insurance Company et al.	C.D. Cal., No. 17-cv-05290
In re: Renovate America Finance Cases (Tax Assessment Financing)	Sup. Ct., Cal., Cnty. of Riverside, No. RICJCCP4940
Nelson v. Roadrunner Transportation Systems, Inc. (Data Breach)	N.D. Ill., No. 1:18-cv-07400
Skochin et al. v. Genworth Life Insurance Company et al.	E.D. Va., No. 3:19-cv-00049
Walters et al. v. Target Corp. (Overdraft)	S.D. Cal., No. 3:16-cv-01678
Jackson et al. v. Viking Group, Inc. et al.	D. Md., No. 8:18-cv-02356
Waldrup v. Countrywide Financial Corporation et al.	C.D. Cal., No. 2:13-cv-08833
Burrow et al. v. Forjas Taurus S.A. et al.	S.D. Fla., No. 1:16-cv-21606
Henrikson v. Samsung Electronics Canada Inc.	Ontario Super. Ct., No. 2762-16cp
In re: Comcast Corp. Set-Top Cable Television Box Antitrust Litigation	E.D. Pa., No. 2:09-md-02034
Lightsey et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA et al.	Ct. of Com. Pleas., S.C., No. 2017-CP-25-335
Rabin v. HP Canada Co. et al.	Quebec Ct., Dist. of Montreal, No. 500-06-000813-168
Di Filippo v. The Bank of Nova Scotia et al. (Gold Market Instrument)	Ontario Sup. Ct., No. CV-15-543005-00CP & No. CV-16-551067-00CP
McIntosh v. Takata Corporation et al.; Vitoratos et al. v. Takata Corporation et al.; and Hall v. Takata Corporation et al.	Ontario Sup Ct., No. CV-16-543833-00CP; Quebec Sup. Ct. of Justice, No. 500-06-000723-144; & Court of Queen's Bench for Saskatchewan, No. QBG. 1284 or 2015
Adlouni v. UCLA Health Systems Auxiliary et al.	Sup. Ct. Cal., No. BC589243
Lloyd et al. v. Navy Federal Credit Union	S.D. Cal., No. 17-cv-01280
Luib v. Henkel Consumer Goods Inc.	E.D.N.Y., No. 1:17-cv-03021
Zaklit et al. v. Nationstar Mortgage LLC et al. (TCPA)	C.D. Cal., No. 5:15-cv-02190
In re: HP Printer Firmware Update Litigation	N.D. Cal., No. 5:16-cv-05820
In re: Dealer Management Systems Antitrust Litigation	N.D. Ill., MDL No. 2817, No. 18-cv-00864

Mosser v. TD Bank, N.A. and Mazzadra et al. v. TD Bank, N.A., as part of In re: Checking Account Overdraft	E.D. Pa., No. 2:10-cv-00731, S.D. Fla., No. 10-cv-21386 and S.D. Fla., No. 1:10-cv-21870, as part of S.D. Fla., MDL No. 2036
Naiman v. Total Merchant Services, Inc. et al. (TCPA)	N.D. Cal., No. 4:17-cv-03806
In re: Valley Anesthesiology Consultants, Inc. Data Breach Litigation	Sup. Ct. of Maricopa Ariz., No. CV2016-013446
Parsons v. Kimpton Hotel & Restaurant Group, LLC (Data Breach)	N.D. Cal., No. 3:16-cv-05387
Stahl v. Bank of the West	Sup. Ct. Cal., No. BC673397
37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)	S.D.N.Y., No. 15-cv-09924
Tashica Fulton-Green et al. v. Accolade, Inc.	E.D. Pa., No. 2:18-cv-00274
In re: Community Health Systems, Inc. Customer Data Security Breach Litigation	N.D. Ala., MDL No. 2595, No. 2:15-cv-00222
Al's Pals Pet Card, LLC et al. v. Woodforest National Bank, N.A. et al.	S.D. Tex., No. 4:17-cv-03852
Cowen v. Lenny & Larry's Inc.	N.D. Ill., No. 1:17-cv-01530
Martin v. Trott (MI - Foreclosure)	E.D. Mich., No. 2:15-cv-12838
Knapper v. Cox Communications, Inc. (TCPA)	D. Ariz., No. 2:17-cv-00913
Dipuglia v. US Coachways, Inc. (TCPA)	S.D. Fla., No. 1:17-cv-23006
Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN (TCPA)	N.D. Cal., No. 3:16-cv-05486
First Impressions Salon, Inc. et al. v. National Milk Producers Federation et al.	S.D. Ill., No. 3:13-cv-00454
Raffin v. Medcredit, Inc. et al.	C.D. Cal., No. 15-cv-04912
Gergetz v. Telenav, Inc. (TCPA)	N.D. Cal., No. 5:16-cv-04261
Ajose et al. v. Interline Brands Inc. (Plumbing Fixtures)	M.D. Tenn., No. 3:14-cv-01707
Underwood v. Kohl's Department Stores, Inc. et al.	E.D. Pa., No. 2:15-cv-00730
Surrett et al. v. Western Culinary Institute et al.	Ore. Cir., Ct. Cnty. of Multnomah, No. 0803-03530
Vergara et al., v. Uber Technologies, Inc. (TCPA)	N.D. Ill., No. 1:15-cv-06972
Watson v. Bank of America Corporation et al.; Bancroft-Snell et al. v. Visa Canada Corporation et al.; Bakopanos v. Visa Canada Corporation et al.; Macaronies Hair Club and Laser Center Inc. operating as Fuze Salon v. BofA Canada Bank et al.; Hello Baby Equipment Inc. v. BofA Canada Bank and others (Visa and Mastercard Canadian Interchange Fees)	Sup. Ct. of B.C., No. VLC-S-S-112003; Ontario Sup. Ct., No. CV-11-426591; Sup. Ct. of Quebec, No. 500-06-00549-101; Ct. of QB of Alberta, No. 1203-18531; Ct. of QB of Saskatchewan, No. 133 of 2013
In re: Takata Airbag Products Liability Litigation (OEMs – BMW, Mazda, Subaru, and Toyota)	S.D. Fla., MDL No. 2599
In re: Takata Airbag Products Liability Litigation (OEMs – Honda and Nissan)	S.D. Fla., MDL No. 2599
In re: Takata Airbag Products Liability Litigation (OEM – Ford)	S.D. Fla., MDL No. 2599
Poseidon Concepts Corp. et al. (Canadian Securities Litigation)	Ct. of QB of Alberta, No. 1301-04364

Callaway v. Mercedes-Benz USA, LLC (Seat Heaters)	C.D. Cal., No. 8:14-cv-02011
Hale v. State Farm Mutual Automobile Insurance Company et al.	S.D. Ill., No. 3:12-cv-00660
Farrell v. Bank of America, N.A. (Overdraft)	S.D. Cal., No. 3:16-cv-00492
In re: Windsor Wood Clad Window Products Liability Litigation	E.D. Wis., MDL No. 2688, No. 16-md-02688
Wallace et al. v. Monier Lifetile LLC et al.	Sup. Ct. Cal., No. SCV-16410
In re: Parking Heaters Antitrust Litigation	E.D.N.Y., No. 15-MC-00940
Pantelyat et al. v. Bank of America, N.A. et al. (Overdraft / Uber)	S.D.N.Y., No. 16-cv-08964
Falco et al. v. Nissan North America, Inc. et al. (Engine – CA & WA)	C.D. Cal., No. 2:13-cv-00686
Alaska Electrical Pension Fund et al. v. Bank of America N.A. et al. (ISDAfix Instruments)	S.D.N.Y., No. 14-cv-07126
Larson v. John Hancock Life Insurance Company (U.S.A.)	Sup. Ct. Cal., No. RG16813803
Larey v. Allstate Property and Casualty Insurance Company	W.D. Kan., No. 4:14-cv-04008
Orlander v. Staples, Inc.	S.D.N.Y., No. 13-cv-00703
Masson v. Tallahassee Dodge Chrysler Jeep, LLC (TCPA)	S.D. Fla., No. 1:17-cv-22967
Gordon et al. v. Amadeus IT Group, S.A. et al.	S.D.N.Y., No. 1:15-cv-05457
Alexander M. Rattner v. Tribe App., Inc., and Kenneth Horsley v. Tribe App., Inc.	S.D. Fla., Nos. 1:17-cv-21344 & 1:14-cv-02311
Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric et al.	E.D. Pa., No. 2:14-cv-04464
Mahoney v. TT of Pine Ridge, Inc.	S.D. Fla., No. 9:17-cv-80029
Ma et al. v. Harmless Harvest Inc. (Coconut Water)	E.D.N.Y., No. 2:16-cv-07102
Reilly v. Chipotle Mexican Grill, Inc.	S.D. Fla., No. 1:15-cv-23425
The Financial Oversight and Management Board for Puerto Rico as representative of Puerto Rico Electric Power Authority (“PREPA”) (Bankruptcy)	D. Puerto Rico, No. 17-cv-04780
In re: Syngenta Litigation	4th Jud. Dist. Minn., No. 27-cv-15-3785
T.A.N. v. PNI Digital Media, Inc.	S.D. Ga., No. 2:16-cv-00132
Lewis v. Flue-Cured Tobacco Cooperative Stabilization Corporation (n/k/a United States Tobacco Cooperative, Inc.)	N.C. Gen. Ct. of Justice, Sup. Ct. Div., No. 05 CVS 188, No. 05 CVS 1938
McKnight et al. v. Uber Technologies, Inc. et al.	N.D. Cal., No. 14-cv-05615
Gottlieb v. Citgo Petroleum Corporation (TCPA)	S.D. Fla., No. 9:16-cv-81911
Farnham v. Caribou Coffee Company, Inc. (TCPA)	W.D. Wis., No. 16-cv-00295
Jacobs et al. v. Huntington Bancshares Inc. et al. (FirstMerit Overdraft Fees)	Ohio C.P., No. 11CV000090
Morton v. Greenbank (Overdraft Fees)	20th Jud. Dist. Tenn., No. 11-135-IV

Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma et al. (Overdraft Fees)	Dist. Ct. Okla., No. CJ-2015-00859
Klug v. Watts Regulator Company (Product Liability)	D. Neb., No. 8:15-cv-00061
Bias v. Wells Fargo & Company et al. (Broker's Price Opinions)	N.D. Cal., No. 4:12-cv-00664
Greater Chautauqua Federal Credit Union v. Kmart Corp. et al. (Data Breach)	N.D. Ill., No. 1:15-cv-02228
Hawkins v. First Tennessee Bank, N.A. et al. (Overdraft Fees)	13th Jud. Cir. Tenn., No. CT-004085-11
In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)	N.D. Cal., MDL No. 2672
In re: HSBC Bank USA, N.A.	Sup. Ct. N.Y., No. 650562/11
Glasko v. Independent Bank Corporation (Overdraft Fees)	Cir. Ct. Mich., No. 13-009983
MSPA Claims 1, LLC v. IDS Property Casualty Insurance Company	11th Jud. Cir. Fla, No. 15-27940-CA-21
In re: Lithium Ion Batteries Antitrust Litigation	N.D. Cal., MDL No. 2420, No. 4:13-md-02420
Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.	S.D. Fla., No. 14-cv-23120
Small v. BOKF, N.A.	D. Colo., No. 13-cv-01125
Forgione v. Webster Bank N.A. (Overdraft Fees)	Sup. Ct. Conn., No. X10-UWY-cv-12-6015956-S
Swift v. BancorpSouth Bank, as part of In re: Checking Account Overdraft	N.D. Fla., No. 1:10-cv-00090, as part of S.D. Fla, MDL No. 2036
Whitton v. Deffenbaugh Industries, Inc. et al.	D. Kan., No. 2:12-cv-02247
Gary, LLC v. Deffenbaugh Industries, Inc. et al.	D. Kan., No. 2:13-cv-02634
In re: Citrus Canker Litigation	11th Jud. Cir., Fla., No. 03-8255 CA 13
In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation	D.N.J., MDL No. 2540
In re: Shop-Vac Marketing and Sales Practices Litigation	M.D. Pa., MDL No. 2380
Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.	27 th Jud. D. Ct. La., No. 12-C-1599
Opelousas General Hospital Authority v. PPO Plus, L.L.C. et al.	27th Jud. D. Ct. La., No. 13-C-5380
Russell Minoru Ono v. Head Racquet Sports USA	C.D. Cal., No. 2:13-cv-04222
Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.	27th Jud. D. Ct. La., No. 13-C-3212
Gattinella v. Michael Kors (USA), Inc. et al.	S.D.N.Y., No. 14-cv-05731
In re: Energy Future Holdings Corp. et al. (Asbestos Claims Bar Notice)	Bankr. D. Del., No. 14-10979
Dorothy Williams d/b/a Dot's Restaurant v. Waste Away Group, Inc.	Cir. Ct., Lawrence Cnty., Ala., No. 42-cv-2012- 900001.00
Kota of Sarasota, Inc. v. Waste Management Inc. of Florida	12th Jud. Cir. Ct., Sarasota Cnty., Fla., No. 2011-CA-008020NC
Steen v. Capital One, N.A., as part of In re: Checking Account Overdraft	E.D. La., No. 2:10-cv-01505 and 1:10-cv-22058, as part of S.D. Fla., MDL No. 2036
Childs et al. v. Synovus Bank et al., as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036

<i>In re: MI Windows and Doors Inc. Products Liability Litigation (Building Products)</i>	D.S.C., MDL No. 2333
<i>Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank, as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Scharfstein v. BP West Coast Products, LLC</i>	Ore. Cir., Cnty. of Multnomah, No. 1112-17046
<i>Adkins et al. v. Nestlé Purina PetCare Company et al.</i>	N.D. Ill., No. 1:12-cv-02871
<i>Smith v. City of New Orleans</i>	Civil D. Ct., Parish of Orleans, La., No. 2005-05453
<i>Hawthorne v. Umpqua Bank (Overdraft Fees)</i>	N.D. Cal., No. 11-cv-06700
<i>Gulbankian et al. v. MW Manufacturers, Inc.</i>	D. Mass., No. 1:10-cv-10392
<i>Costello v. NBT Bank (Overdraft Fees)</i>	Sup. Ct. Del Cnty., N.Y., No. 2011-1037
<i>In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)</i>	E.D.N.Y., MDL No. 2221, No. 11-md-2221
<i>Wong et al. v. Alacer Corp. (Emergen-C)</i>	Sup. Ct. Cal., No. CGC-12-519221
<i>Mello et al. v. Susquehanna Bank, as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>In re: Plasma-Derivative Protein Therapies Antitrust Litigation</i>	N.D. Ill., No. 09-cv-07666
<i>Simpson v. Citizens Bank (Overdraft Fees)</i>	E.D. Mich., No. 2:12-cv-10267
<i>George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC et al. v. Bestcomp, Inc. et al.</i>	27th Jud. D. Ct. La., No. 09-C-5242-B
<i>Simmons v. Comerica Bank, N.A., as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>McGann et al., v. Schnuck Markets, Inc. (Data Breach)</i>	Mo. Cir. Ct., No. 1322-CC00800
<i>Rose v. Bank of America Corporation et al. (TCPA)</i>	N.D. Cal., Nos. 5:11-cv-02390 & 5:12-cv-00400
<i>Johnson v. Community Bank, N.A. et al. (Overdraft Fees)</i>	M.D. Pa., No. 3:12-cv-01405
<i>National Trucking Financial Reclamation Services, LLC et al. v. Pilot Corporation et al.</i>	E.D. Ark., No. 4:13-cv-00250
<i>Price v. BP Products North America</i>	N.D. Ill., No. 12-cv-06799
<i>Yarger v. ING Bank</i>	D. Del., No. 11-154-LPS
<i>Glube et al. v. Pella Corporation et al. (Building Products)</i>	Ont. Super. Ct., No. CV-11-4322294-00CP
<i>Fontaine v. Attorney General of Canada (Mistassini Hostels Residential Schools)</i>	Qué. Super. Ct., No. 500-06-000293-056 & No. 550-06-000021-056
<i>Miner v. Philip Morris Companies, Inc. et al. (Light Cigarettes)</i>	Ark. Cir. Ct., No. 60CV03-4661
<i>Williams v. SIF Consultants of Louisiana, Inc. et al.</i>	27th Jud. D. Ct. La., No. 09-C-5244-C
<i>Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.</i>	27th Jud. D. Ct. La., No. 12-C-1599-C
<i>Evans et al. v. TIN, Inc. et al. (Environmental)</i>	E.D. La., No. 2:11-cv-02067
<i>Casayuran v. PNC Bank, as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036

Anderson v. Compass Bank, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Eno v. M & I Marshall & Ilsley Bank as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Blahut v. Harris, N.A., as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
In re: Zurn Pex Plumbing Products Liability Litigation	D. Minn., MDL No. 1958, No. 08-md-1958
Saltzman v. Pella Corporation (Building Products)	N.D. Ill., No. 06-cv-04481
In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (Mastercard & Visa)	E.D.N.Y., MDL No. 1720, No. 05-md-01720
RBS v. Citizens Financial Group, Inc., as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Gessele et al. v. Jack in the Box, Inc.	D. Ore., No. 3:10-cv-00960
Vodanovich v. Boh Brothers Construction (Hurricane Katrina Levee Breaches)	E.D. La., No. 05-cv-04191
Marolda v. Symantec Corporation (Software Upgrades)	N.D. Cal., No. 3:08-cv-05701
In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Medical Benefits Settlement)	E.D. La., MDL No. 2179
In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Economic & Property Damages Settlement)	E.D. La., MDL No. 2179
Opelousas General Hospital Authority v. FairPay Solutions	27th Jud. D. Ct. La., No. 12-C-1599-C
Fontaine v. Attorney General of Canada (Stirland Lake and Cristal Lake Residential Schools)	Ont. Super. Ct., No. 00-cv-192059 CP
Nelson v. Rabobank, N.A. (Overdraft Fees)	Sup. Ct. Cal., No. RIC 1101391
Case v. Bank of Oklahoma, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Harris v. Associated Bank, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Wolfgeher v. Commerce Bank, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
McKinley v. Great Western Bank, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Lawson v. BancorpSouth (Overdraft Fees)	W.D. Ark., No. 1:12-cv-01016
LaCour v. Whitney Bank (Overdraft Fees)	M.D. Fla., No. 8:11-cv-01896
Sachar v. Iberiabank Corporation, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Williams v. S.I.F. Consultants (CorVel Corporation)	27th Jud. D. Ct. La., No. 09-C-5244-C
Gwiazdowski v. County of Chester (Prisoner Strip Search)	E.D. Pa., No. 2:08-cv-04463
Williams v. Hammerman & Gainer, Inc. (SIF Consultants)	27th Jud. D. Ct. La., No. 11-C-3187-B
Williams v. Hammerman & Gainer, Inc. (Risk Management)	27th Jud. D. Ct. La., No. 11-C-3187-B
Williams v. Hammerman & Gainer, Inc. (Hammerman)	27th Jud. D. Ct. La., No. 11-C-3187-B
Gunderson v. F.A. Richard & Assocs., Inc. (First Health)	14th Jud. D. Ct. La., No. 2004-002417

<i>Delandro v. County of Allegheny (Prisoner Strip Search)</i>	W.D. Pa., No. 2:06-cv-00927
<i>Mathena v. Webster Bank, N.A., as part of In re: Checking Account Overdraft</i>	D. Conn, No. 3:10-cv-01448, as part of S.D. Fla., MDL No. 2036
<i>Vereen v. Lowe's Home Centers (Defective Drywall)</i>	Ga. Super. Ct., No. SU10-cv-2267B
<i>Trombley v. National City Bank, as part of In re: Checking Account Overdraft</i>	D.D.C., No. 1:10-cv-00232, as part of S.D. Fla., MDL No. 2036
<i>Schulte v. Fifth Third Bank (Overdraft Fees)</i>	N.D. Ill., No. 1:09-cv-06655
<i>Satterfield v. Simon & Schuster, Inc. (Text Messaging)</i>	N.D. Cal., No. 06-cv-02893
<i>Coyle v. Hornell Brewing Co. (Arizona Iced Tea)</i>	D.N.J., No. 08-cv-02797
<i>Holk v. Snapple Beverage Corporation</i>	D.N.J., No. 3:07-cv-03018
<i>In re: Heartland Data Payment System Inc. Customer Data Security Breach Litigation</i>	S.D. Tex., MDL No. 2046
<i>Weiner v. Snapple Beverage Corporation</i>	S.D.N.Y., No. 07-cv-08742
<i>Gunderson v. F.A. Richard & Assocs., Inc. (Cambridge)</i>	14th Jud. D. Ct. La., No. 2004-002417
<i>Miller v. Basic Research, LLC (Weight-loss Supplement)</i>	D. Utah, No. 2:07-cv-00871
<i>In re: Countrywide Customer Data Breach Litigation</i>	W.D. Ky., MDL No. 1998
<i>Boone v. City of Philadelphia (Prisoner Strip Search)</i>	E.D. Pa., No. 05-cv-01851
<i>Little v. Kia Motors America, Inc. (Braking Systems)</i>	N.J. Super. Ct., No. UNN-L-0800-01
<i>Opelousas Trust Authority v. Summit Consulting</i>	27th Jud. D. Ct. La., No. 07-C-3737-B
<i>Steele v. Pergo (Flooring Products)</i>	D. Ore., No. 07-cv-01493
<i>Pavlov v. Continental Casualty Co. (Long Term Care Insurance)</i>	N.D. Ohio, No. 5:07-cv-02580
<i>Dolen v. ABN AMRO Bank N.V. (Callable CD's)</i>	Ill. Cir. Ct., Nos. 01-L-454 & 01-L-493
<i>In re: Department of Veterans Affairs (VA) Data Theft Litigation</i>	D.D.C., MDL No. 1796
<i>In re: Katrina Canal Breaches Consolidated Litigation</i>	E.D. La., No. 05-cv-04182

Hilsoft-cv-148

Attachment 2

Murphy v. Toyota Motor Sales Settlement Notice Plan

This Notice Plan document describes the Settlement Notice Plan (“Notice Plan” or “Notice Program”) proposed here for *Murphy v. Toyota Motor Corporation, et al.*, Case No. 4:21-cv-00178-ALM pending in the United States District Court for the Eastern District of Texas. Epiq designed this Notice Plan based on our extensive prior experience and research into the notice issues particular to this case. We designed a proposed Notice Plan that is the best notice practicable under the circumstances to provide notice to the Class.

It is my understanding from reviewing the Parties’ Settlement Agreement that the following Class will be certified for settlement purposes only.

All individuals or legal entities who, at any time as of the occurrence of the Initial Notice Date, own(ed), purchase(d), or lease(d) Subject Vehicles in any of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and/or possessions.

“Subject Vehicles” are defined as, 2013-2018 RAV4 vehicles, which were identified as part of Toyota’s Recall. Note: hybrid vehicles are not included in the Recall or this Settlement.

“Recall” is defined as Toyota’s recall of the Subject Vehicles, namely, Toyota’s Recall 23V-734 submitted to NHTSA on or about November 01, 2023.

Excluded from the Class are: (a) Toyota, its officers, directors and employees; (b) Plaintiffs’ Counsel; and (c) the Court and associated court staff assigned to this case and their immediate family members. In addition, persons or entities are not Class Members once they timely and properly exclude themselves from the Class, as provided in this Settlement Agreement, and once the exclusion request is finally approved by the Court.

Given our experience with similar notice efforts, we expect that the proposed Notice Plan will reach over 90% of the identified Class Members with a frequency of three times. The reach will be further enhanced by, among others, a print publication notice, a targeted online media effort, an informational release, and a Settlement website. Based on experience, the projected reach of the Notice Plan is consistent with other court approved notice plans, is the best notice practicable under the circumstances of this case and has been designed to satisfy the requirements of due process, including its “desire to actually inform” requirement.¹

The proposed Notice Program includes the following components:

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

- Direct Notice via email and/or postcard sent by first-class U.S. mail to reasonably identifiable Class Members;
- Publication Notice in eight newspapers and their associated websites covering Puerto Rico and other U.S. Territories;
- Social media and online display advertising nationwide through the *Google Display Network*, *Facebook*, and *Instagram* in English and Spanish;
- An informational website will be established and will contain important deadlines, notices (including the Long Form Notice), the Settlement Agreement and its exhibits, significant Court documents, information and instructions on how to submit claim, and other important case information;
- To facilitate locating the settlement website, sponsored search listings will be acquired on the three most frequently visited internet search engines: *Google*, *Yahoo!*, and *Bing*;
- A toll-free information line will be established for Class Members;
- An informational release will be distributed nationwide in English and Spanish on PR Newswire; and
- CAFA Notice will be sent to appropriate state, federal, and U.S. Territory government officials.

NOTICE PLAN METHODOLOGY

Federal Rules of Civil Procedure, Rule 23 directs that notice must be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort” and that “the notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”² The proposed Notice Plan satisfies these requirements.

NOTICE PLAN DETAIL

Data Acquisition. Epiq will be provided with the list of applicable Vehicle Identification Numbers (“VIN LIST”) from Toyota. Epiq will send the VIN LIST to S&P Global Automotive, formerly known as Polk (“Polk”), to purchase data containing identifying information and last known mailing addresses corresponding with the VINs provided by Toyota.³

² Fed. R. Civ. P. 23(c)(2)(B).

³ For Polk to obtain and/or release this type of information for purposes of sending notice to Class Members, a Court Order authorizing Polk to obtain Subject Vehicle owner information from the relevant state DMVs is needed because the Driver’s Privacy Protection Act (“DPPA”), 18 U.S.C. § 2721, *et seq.*, requires states to protect the privacy of personal information contained in a person’s motor vehicle record.

Polk collects and analyzes automotive related data, and to the extent Polk does not already have the needed Class Members' vehicle and contact information in its existing database, Polk will use the VINs to be provided by Toyota to request and obtain Subject Vehicle and owner contact information from the respective state Departments of Motor Vehicles (collectively "State DMVs").⁴

After receipt of the name and address data from Polk, Epiq will utilize reliable third-party look-up service to obtain corresponding email addresses for as many identified Class Members as possible.

The Class Member data will be used to provide individual notice to identified Class Members. An Email Notice will be sent to all Class Members for whom an email address can be obtained. A postcard notice will be sent via United States Postal Service ("USPS") first class mail to all identified Class Members for whom an email address is not available or is undeliverable after multiple attempts ("Postcard Notice").

INDIVIDUAL NOTICE

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

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

Individual Notice – Direct Mail. Epiq will send a Postcard Notice to all identified Class Members with an associated physical mailing address and no valid email address, or the email notice was

⁴ Based on Epiq's experience with handling other automotive class action cases, Epiq anticipates that up to 90 days will be needed to obtain the Class Members' respective vehicle and contact information through Polk. This is from the date Epiq receives the VINs from Toyota, and the required Court order authorizing Polk to obtain Class Member contact and vehicle information from the relevant State DMVs.

undeliverable after multiple attempts. The Postcard Notice will be sent via USPS first class mail. The Postcard Notice will clearly and concisely summarize the legal rights of the Class Members. The Postcard Notice will also direct the recipients to the settlement website where they can access additional information.

Prior to sending the Postcard Notices, all mailing addresses will be checked against the National Change of Address (“NCOA”) database maintained by the USPS to ensure Class Member address information is up-to-date and accurately formatted for mailing.⁵ In addition, the addresses will be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the ZIP code, and will be verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

Postcard Notices returned as undeliverable will be re-mailed to any new address available through USPS information, for example, to the address provided by the USPS on returned pieces for which the automatic forwarding order has expired, but which is still during the period in which the USPS returns the piece with the address indicated, or to better addresses that may be found using a third-party lookup service. Upon successfully locating better addresses, Postcard Notices will be promptly re-mailed.

PAID MEDIA NOTICE

Internet advertising has become a standard component in legal notice programs. The internet has proven to be an efficient and cost-effective method to target and provide measurable reach of persons covered by a settlement. According to MRI-Simmons data,⁶ 97% of Adults aged 18+ in the United States are online and 85% of all Adults aged 18+ use social media.⁷

The proposed Notice Program includes targeted digital advertising on the selected advertising network *Google Display Network*, which represents thousands of digital properties across all major content categories (“Digital Notice”). The Digital Notices will also be placed on the social media

⁵ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (“COA”) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery point coded addresses, for matches made to the NCOA file for individual, family, and business moves.

⁶ MRI-Simmons is a leading source of publication readership and product usage data for the communications industry. MRI-Simmons is a joint venture of GfK Mediamark Research & Intelligence, LLC (“MRI”) and Simmons Market Research. MRI-Simmons offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from a single sample. As the leading U.S. supplier of multimedia audience research, the company 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-Simmons’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 United States.

⁷ MRI-Simmons 2022 Survey of the American Consumer®.

sites *Facebook* and *Instagram*. *Facebook* is the leading social networking site in the United States with 175 million users and *Instagram* has 143 million active users in the United States.⁸

The Digital Notices will be targeted to selected audiences nationwide who have shown an interest or affinity for content related to Toyota and/or Toyota RAV4. Additionally, a List Activation campaign will also be utilized to reach Class Members by matching online consumer profiles with the known emails of Class Members. The Digital Notice will then be served directly to those individuals.

The Digital Notices will be designed to encourage participation by Class Members—by linking directly to the settlement website, allowing visitors easy access to relevant information and documents. Consistent with best practices, the Digital Notices will use language from the Long Form Notice headline, which will allow users to identify themselves as potential Class Members. All Digital Notices will appear on desktop, mobile, and tablet devices. Digital Notices will also be targeted (remarketed) to people who click on a Digital Notice.

More details regarding the target audiences, distribution, and specific ad sizes of the Digital Notices, are included in the following table.

<i>Network/Property</i>	<i>Target/Distribution</i>	<i>Ad Sizes</i>	<i>Planned Impressions</i>
<i>Google Display Network</i>	Adults 18+ and Affinity Target for Toyota RAV4 and/or Toyota	300x250, 728x90, 300x600, 970x250	500,000
<i>Google Display Network</i>	Adults 18+ and Intent Target for Toyota RAV4 and/or Toyota	300x250, 728x90, 300x600, 970x250	500,000
<i>Google Display Network</i>	List Activation Targeting	300x250, 728x90, 300x600, 970x250	5,000,000
<i>Facebook</i>	Adults 18+ and interest in Toyota RAV4 and/or Toyota	Newsfeed & RHC	5,000,000
<i>Instagram</i>	Adults 18+ and interest in Toyota RAV4 and/or Toyota	Newsfeed	3,850,000
TOTAL			14,850,000

Combined, approximately 14.8 million targeted impressions will be generated by the Digital Notices.⁹ The Digital Notices will run for approximately thirty days. Clicking on the Digital Notices will link the reader to the settlement website, where they can easily obtain detailed information about the Settlement.

⁸ Statista Digital 2023: Global Overview Report. Statista, founded in 2007, is a leading provider of worldwide market and consumer data and is trusted by thousands of companies around the world for data. Statista.com consolidates statistical data on over 80,000 topics from more than 22,500 sources and makes it available in German, English, French and Spanish.

⁹ The third-party ad management platform, ClickCease will be used to audit the Digital Notice ad placements. This type of platform tracks all Digital Notice ad clicks to provide real-time 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.).

U.S. TERRITORY TARGETING

A Publication Notice will be placed in eight newspapers and their associated websites, where available, covering Puerto Rico and other U.S. Territories. The Publication Notice will range from a one-eighth to a one-sixth page ad unit depending on the dimensions of each newspaper and will be placed in either English or Spanish. The Publication Notice will run one-time in each printed newspaper and the Digital Notice will run for approximately thirty days on their associated websites. The eight newspapers include: *El Nuevo Dia*, *El Vocero De Puerto Rico*, *Primera Hora*, *Pacific Daily News*, *Saipan Tribune*, *San Juan Daily Star*, *Samoa News*, and *the Virgin Island Daily News*.

SPONSORED SEARCH LISTINGS

To facilitate locating the settlement website, sponsored search listings will be acquired on the three most frequently visited internet search engines: Google, Yahoo! and Bing. When search engine visitors search on selected common keyword combinations related to the Settlement, the sponsored search listing created for the Settlement will be generally displayed at the top of the visitor's website page prior to the search results or in the upper right-hand column of the web-browser screen. The sponsored search listings will be targeted nationwide and include Puerto Rico and other U.S. Territories. All sponsored search listings will link directly to the settlement website.

INFORMATIONAL RELEASE

An informational release in English and Spanish will be issued nationwide via PR newswire to both traditional (print, radio, TV) media outlets and online news sources. The informational release will include the address of the settlement website and the toll-free telephone number. The informational release will serve a valuable role by providing additional notice exposures beyond that which was provided by the paid media.

SETTLEMENT WEBSITE

Epiq will create and maintain a dedicated website for the Settlement with an easy to remember domain name. Relevant documents, including the Settlement Agreement, Long Form Notice, Complaint, Preliminary Approval Order, Motion for Approval of Attorneys' Fees and Costs (when available), and other Court documents, will be posted on the Settlement website. In addition, the Settlement website will include relevant dates, answers to frequently asked questions ("FAQs"), instructions for how Class Members may opt-out (request exclusion) from or object to the Settlement, contact information for the Settlement Claims Administrator and the Settlement Notice Administrator, and how to obtain other case-related information. Class Members will also be able to file a Claim Form on the settlement website. The Settlement website address will be prominently displayed in all notice documents.

TOLL-FREE TELEPHONE NUMBER & CONTACT INFORMATION

A toll-free telephone number will be established for the case. Class Members will be able to call for additional information, listen to answers to FAQs, and request that a Long Form Notice be mailed to them. Callers will also have the option to connect with a live operator. The toll-free telephone number

will be prominently displayed in all notice documents. The automated telephone system will be available 24 hours per day, 7 days per week.

A postal mailing address will be established, providing Class Members with the opportunity to request additional information or ask questions.

PLAIN LANGUAGE NOTICE DESIGN

The proposed Notices are designed to be “noticed,” reviewed, and—by presenting the information in plain language—understood by Class Members. The design of the Notices follows the principles embodied in the Federal Judicial Center’s (“FJC”) illustrative “model” notices posted at www.fjc.gov. Many courts, and the FJC itself, have approved notices that we have written and designed in a similar fashion. The proposed Notices contain substantial, albeit easy-to-read summaries of all key information about Class Members’ rights and options. Consistent with our normal practice, all notice documents will undergo a final edit prior to actual mailing and display for grammatical errors and accuracy.

The proposed Long Form Notice will provide substantial information to Class Members. The proposed Long Form Notice includes details regarding the Class Members’ ability to opt-out and the deadline to do so, among other information.

CAFA NOTICE

Pursuant to the Settlement Agreement, Epiq will provide notice of the proposed Settlement under CAFA, 28 U.S.C. §1715(b), to appropriate state, federal, and U.S. Territory government officials.

DATA PRIVACY AND SECURITY

Epiq has procedures in place to protect the security of class data, including Personal Identifiable Information (“PII”) and Vehicle Identification Numbers (“VINs”). As with all cases, Epiq will maintain extensive data security and privacy safeguards in its official capacity as the Settlement Notice Administrator for this Action. A Services Agreement, which formally retains Epiq as the Settlement Notice Administrator, will govern Epiq’s administration responsibilities for the action. Service changes or modification beyond the original contract scope will require formal contract addendum or modification. Epiq maintains adequate insurance in case of errors.

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

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

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

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

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

Epiq holds several industry certifications including: Trusted Information Security Assessment Exchange ("TISAX"), Cyber Essentials, Privacy Shield, and ISO 27001. In addition to retaining these certifications, we are aligned to Health Insurance Portability and Accountability Act ("HIPAA"), National Institute of Standards and Technology ("NIST"), and Federal Information Security Management Act ("FISMA") frameworks. Epiq follows local, national, and international privacy regulations. To support our business and staff, Epiq has a dedicated team to facilitate and monitor compliance with privacy policies. Epiq is also committed to a culture of security mindfulness. All employees routinely undergo cybersecurity trainings to ensure that safeguarding information and cybersecurity vigilance is a core practice in all aspects of the work our teams complete.

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

Exhibit 8

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

JULIET MURPHY, individually and on behalf
of all other similarly situated individuals,

Plaintiffs,

vs.

TOYOTA MOTOR CORPORATION;
TOYOTA MOTOR SALES, U.S.A., INC.;
TOYOTA MOTOR NORTH AMERICA,
INC.; TOYOTA MOTOR ENGINEERING &
MANUFACTURING NORTH AMERICA,
INC.; AND DOES 1-50, inclusive,

Defendants.

Case No. 4:21-cv-00178-ALM

Hon. Amos L. Mazzant, III

**[PROPOSED] FINAL ORDER APPROVING CLASS ACTION
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

WHEREAS, the Court, having considered the Settlement Agreement filed March 28, 2024 (the “Settlement Agreement”) between and among Class Representatives, through Class Counsel, and Defendants Toyota Motor Corporation Toyota Motor Sales, U.S.A., Inc., Toyota Motor North America, Inc., Toyota Engineering and Manufacturing North America, Inc., and their affiliates (collectively “Toyota”), the Court’s _____, 2024 Order Granting Preliminary Approval of the Class Settlement, Directing Notice to the Class, and Scheduling Fairness Hearing (Dkt. No. _____) (the “Preliminary Approval Order”), having held a Fairness Hearing on _____, 2024, and having considered all of the submissions and arguments with respect to the Settlement Agreement, and otherwise being fully informed, and good cause appearing therefore (all capitalized terms as defined in the Settlement Agreement);

IT IS HEREBY ORDERED AS FOLLOWS:

1. This Final Order Approving Class Action Settlement and Certifying Settlement Class (“Final Order”) incorporates herein and makes a part hereof, the Settlement Agreement and its exhibits and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement Agreement and Preliminary Approval Order shall have the same meanings for purposes of this Final Order and accompanying Final Judgment.

2. The Court has personal jurisdiction over all parties in the Action, including, but not limited to all Class Members, and has subject matter jurisdiction over the Action, including without limitation, jurisdiction to approve the Settlement Agreement, grant final certification of the Class, to settle and release all claims released in the Settlement Agreement, and to dismiss claims asserted against Toyota in the Action with prejudice and enter final judgment with respect to Toyota in the Action. Further, venue is proper in this Court.

I. THE SETTLEMENT CLASS

3. Based on the record before the Court, including all submissions in support of the settlement set forth in the Settlement Agreement, objections and responses thereto and all prior proceedings in the Action, as well as the Settlement Agreement itself and its related documents and exhibits, the Court hereby confirms the certification of the following nationwide Class (the “Class”) for settlement purposes only:

All individuals or legal entities who, at any time as of the occurrence of the Initial Notice Date, own(ed), purchase(d), or lease(d) Subject Vehicles in any of the fifty States, the District of Columbia, Puerto Rico and all other United States territories and/or possessions. Excluded from the Class are: (a) Toyota, its officers, directors and employees; (b) Plaintiffs’ Counsel; (c) the Court and associated court staff assigned to this case and their immediate family members. In addition, persons or entities are not Class Members once they timely and properly exclude themselves

from the Class, as provided in this Settlement Agreement, and once the exclusion request is finally approved by the Court.

Subject Vehicles are defined in the Settlement Agreement as model year 2013-2018 Toyota RAV4 vehicles, which were identified as part of Recall 23V-734 submitted to NHTSA on or about November 1, 2023.

4. The Court finds that only those individuals or legal entities listed on Appendix ____ to this Final Order have timely and properly excluded themselves from the Class and, therefore, are not bound by this Final Order or the accompanying Final Judgment.

5. The Court confirms, for settlement purposes and conditioned upon the entry of the Final Order and Final Judgment and upon the occurrence of the Final Effective Date, that the Class meets all the applicable requirements of Fed. R. Civ. P. 23(a) and (b)(3):

a. *Numerosity.* The Class, which is ascertainable, consists of current and former owners and lessees of the approximately 1.854 million Subject Vehicles located throughout the United States, its territories and possessions, and satisfies the numerosity requirement of Fed. R. Civ. P. 23(a)(1). Joinder of these widely dispersed, numerous Class Members into one suit would be impracticable.

b. *Commonality.* There are questions of law or fact common to the Class with regard to the alleged activities of Toyota in this case. These issues are sufficient to establish commonality under Fed. R. Civ. P. 23(a)(2).

c. *Typicality.* The claims of Class Representatives are typical of the claims of the Class Members they seek to represent for purposes of settlement.

d. *Adequate Representation.* Class Representatives' interests do not conflict with those of absent members of the Class, and Class Representatives' interests are co-extensive with those of absent Class Members. Additionally, this Court recognizes the experience of Class

Counsel. Class Representatives and their counsel have prosecuted this action vigorously on behalf of the Class. The Court finds that the requirement of adequate representation of the Class has been fully met under Fed. R. Civ. P. 23(a)(4).

e. *Predominance of Common Issues.* The questions of law or fact common to the Class Members predominate over any questions affecting any individual Class Member.

f. *Superiority of the Class Action Mechanism.* The class action mechanism provides a superior procedural vehicle for resolution of this matter compared to other available alternatives. Class certification promotes efficiency and uniformity of judgment because the many Class Members will not be forced to separately pursue claims or execute settlements in various courts around the country.

6. In making all of the foregoing findings, the Court has exercised its discretion in certifying the Class for settlement purposes.

II. NOTICE TO CLASS MEMBERS

7. 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 (Dkt. No. ____). 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, 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 who 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.

8. The Court further finds that Toyota, through the Settlement Notice Administrator, provided notice of the settlement to the appropriate state and federal government officials pursuant to 28 U.S.C. § 1715. Furthermore, the Court has given the appropriate state and federal government officials the requisite ninety (90) day-time period to comment or object to the Settlement Agreement before entering its Final Order and Final Judgment.

III. FINAL APPROVAL OF SETTLEMENT AGREEMENT

9. The Court finds that the Settlement Agreement resulted from extensive arm's-length, good faith negotiations between Class Counsel and Toyota, through experienced counsel and under the guidance of the Court-appointed mediator, Patrick A. Juneau.

10. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves, in all respects, the Settlement as set forth in the Settlement Agreement and finds that the Settlement Agreement, and all other parts of the Settlement are, in all respects, fair, reasonable, and adequate, and in the best interest of the Class and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Class Action Fairness Act, and any other applicable law. The Court hereby declares that the Settlement Agreement is binding on all Class Members, except those identified on Appendix ____, and it is to be preclusive in the Action. The decisions of the Settlement Claims Administrator relating to the review, processing, determination and payment of Claims submitted pursuant to the Agreement are final and not appealable.

11. The Court finds that the Settlement Agreement is fair, reasonable and adequate based on the following factors, among other things: (a) there is no fraud or collusion the Settlement Agreement; (b) the complexity, expense, and likely duration of litigation in the Action favor settlement on behalf of the Class; (c) the stage of the proceedings and the amount of discovery completed favor settlement; (d) the finality of the Settlement and the immediate benefits it provides are superior to the plaintiffs' probability of success on the merits; (e) the Settlement Agreement provides Class Members with an award that falls within the reasonable range of recovery; (f) the opinions of Class Counsel, the Class Representatives, and absent Class Members support settlement; and (g) any and all other applicable factors that favor final approval. *See Reed v. General Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983); *see also In re Chinese-Manufactured Drywall Prod. Liab. Litig.*, 424 F. Supp. 3d 456, 485 (E.D. La. 2020) (noting that in light of the 2018 Amendments to Fed. R. Civ. P. 23, the Court will consider the Rule's requirements as informed by the *Reed* factors); *C.C. v. Scott*, No. 4:18-CV-828-SDJ, 2022 U.S. Dist. LEXIS 174005, at *5 (E.D. Tex. Sep. 26, 2022) (outlining the considerations a court must make to approve a settlement after a hearing and on a finding that is fair, reasonable, and adequate reflecting the 2018 amendment).

12. The Parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Settlement Agreement. In addition, the Parties are authorized to agree to and adopt such amendments and modifications to the Settlement Agreement as: (i) shall be consistent in all material respects with this Final Order, and (ii) do not limit the rights of the Class.

13. The Court has considered all objections, timely and proper or otherwise, to the Settlement Agreement and denies and overrules them as without merit.

V. DISMISSAL OF CLAIMS, RELEASE

14. All claims asserted against Toyota in the Action are hereby dismissed with prejudice on the merits and without costs to any party, except as otherwise provided herein or in the Settlement Agreement.

15. Upon entry of this Final Order and the Final Judgment, Class Representatives, and each Class Member, on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through, or under them, including their executors, administrators, heirs, assigns, predecessors and successors, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages and relief of any kind and/or type regarding the subject matter of the Action, including, but not limited to, injunctive or declaratory relief, compensatory, exemplary, statutory, punitive, restitutionary damages, civil penalties, and expert or attorneys' fees and costs, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative, vicarious or direct, asserted or un-asserted, including property damage claims allegedly caused by a defect of the Subject Vehicle's battery hold-down assembly, and whether based on federal, state or local law, statute, ordinance, rule, regulation, code, contract, tort, fraud or misrepresentation, common law, violations of any state's or territory's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, any breaches of express, implied or any other warranties, the Magnuson-Moss Warranty Act, or Song-Beverly Act, or any other source, or any claim of any kind, in law or in equity, arising from, related to, connected with, and/or in any way involving the

Action. Class Representatives and the other Class Members are not releasing claims for personal injury or wrongful death.

16. By not excluding themselves from the Action and to the fullest extent they may lawfully waive such rights, all Class Representatives and Class Members are deemed to acknowledge and waive Section 1542 of the Civil Code of the State of California and any law of any state or territory that is equivalent to Section 1542. Section 1542 provides that:

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

17. The Court orders that the Settlement Agreement shall be the exclusive remedy for all claims released in the Settlement Agreement for all Class Members not listed on Appendix ____.

18. Therefore, except for those listed on Appendix ____, all Class Representatives, Class Members and their representatives are hereby permanently barred and enjoined from, either directly, through their representatives, or in any other capacity instituting, commencing, filing, maintaining, continuing or prosecuting against any of the Released Parties (as that term is defined in the Settlement Agreement) any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action described. In addition, all Class Representatives, Class Members and all persons in active concert or participation with Class Members are permanently barred and enjoined from organizing Class Members who have not been excluded from the Class into a separate class for purposes of pursuing, as a purported class action, any lawsuit based on or relating to the claims and causes of action in the complaint in the Action, or the facts and circumstances relating thereto or the release in the Settlement Agreement. Pursuant to the All Writs Act, 28 U.S.C. § 1651(a), and the exceptions to the Anti-Injunction Act, 28 U.S.C. § 2283,

the Court finds that issuance of this permanent injunction is necessary and appropriate in aid of its continuing jurisdiction and authority over the Settlement as set forth in the Settlement Agreement, and the Action.

VI. OTHER PROVISIONS

19. Without affecting the finality of this Final Order or the accompanying Final Judgment, the Court retains continuing and exclusive jurisdiction over the Action and all matters relating to the administration, consummation, enforcement and interpretation of the Settlement Agreement and of this Final Order and the accompanying Final Judgment, to protect and effectuate this Final Order and the accompanying Final Judgment, and for any other necessary purpose. The Parties, the Class Representatives, and each Class Member not listed on Appendix ___ are hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this Court, for the purpose of any suit, action, proceeding or dispute arising out of or relating to the Settlement Agreement or the applicability of the Settlement Agreement, including the exhibits thereto, and only for such purposes.

20. In the event that the Final Effective Date does not occur, certification of the Class shall be automatically vacated and this Final Order and the accompanying Final Judgment, and other orders entered in connection with the Settlement Agreement and releases delivered in connection with the Settlement Agreement, shall be vacated and rendered null and void as provided by the Settlement Agreement.

21. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement. Likewise, the Parties may, without further order of the Court, agree to and adopt such amendments to the Settlement Agreement (including exhibits) as are consistent with this Final Order and the

accompanying Final Judgment and do not limit the rights of Class Members under the Settlement Agreement.

22. Nothing in this Final Order or the accompanying Final Judgment shall preclude any action in this Court to enforce the terms of the Settlement Agreement.

23. Neither this Final Order nor the accompanying Final Judgment (nor any document related to the Settlement Agreement) is or shall be construed as an admission by the Parties. Neither the Settlement Agreement (or its exhibits), this Final Order, the accompanying Final Judgment, or any document related to the Settlement Agreement shall be offered in any proceeding as evidence against any of the Parties of any fact or legal claim; provided, however, that Toyota and the Released Parties may file any and all such documents in support of any defense that the Settlement Agreement, this Final Order, the accompanying Final Judgment and any other related document is binding on and shall have res judicata, collateral estoppel, and/or preclusive effect in any pending or future lawsuit by any person or entity who is subject to the release described above, in Paragraphs 15–18, asserting a released claim against any of the Released Parties.

SO ORDERED this ____ day of _____ 2024.

HONORABLE AMOS L. MAZZANT, III
UNITED STATES DISTRICT JUDGE

Exhibit 9

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

JULIET MURPHY, individually and on
behalf of similarly situated individuals,

Plaintiff,

v.

TOYOTA MOTOR CORPORATION, et al.,

Defendant.

Case No. 4:21-cv-00178-ALM

[PROPOSED] FINAL JUDGMENT

IT IS on this ____ day of _____ 2024, HEREBY ADJUDGED AND
DECREED PURSUANT TO FEDERAL RULES OF CIVIL PROCEDURE 23 AND 58 AS
FOLLOWS:

(1) On this date, the Court entered a Final Order Approving Class Action Settlement and Certification of Settlement Class (“Final Order”) (Dkt. No. ____); and

(2) For the reasons stated in the Court’s Final Order, judgment is entered in accordance with the Final Order, and the claims in this Action are dismissed with prejudice, without costs to any party, except as otherwise provided in the Final Order or in the Settlement Agreement.

SO ORDERED this ____ day of _____ 2024.

JUDGE AMOS L. MAZZANT, III
UNITED STATES DISTRICT JUDGE

Exhibit 10

TOYOTA MOTOR
NORTH AMERICA

Quality

Toyota Motor Sales, USA, Inc.
6565 Headquarters Drive
Plano, TX 75024
(469) 292-4000

Original Publication Date: November 18, 2021

To: All Toyota Dealer Principals, General Managers, Service Managers, and Parts Managers

CONSUMER ADVISORY 21TG01

Certain 2013 – 2018 Model Year RAV4
12-Volt Battery Size and Installation Inspection

Model / Years	Production Period	Approximate Total Vehicles
2013 – 2018 RAV4	Late November 2012 – Mid-November 2018	1,854,000

Overview

During a recent investigation of reported battery fires in 2013–2018 RAV4 vehicles with gasoline engines (excluding hybrid models), Toyota discovered that many non-Toyota retailers and others who sell or install replacement batteries were recommending a small size battery for replacement. Toyota specifies a particular size replacement battery for the RAV4 that does not include this small size. The smaller battery may not fit securely with the RAV4's battery mounting parts, and, in some cases, can move around when the vehicle is driven, causing a short circuit. Using the wrong size battery, or not installing a replacement battery properly, can cause damage to the battery and the vehicle, and it could cause a vehicle fire.

Consumer Advisory Support

Any authorized Toyota dealer will perform one inspection of the battery to confirm if it is the correct size ***FREE OF CHARGE***. If certain components used to secure the battery in place are damaged or missing during this inspection, they will be replaced ***FREE OF CHARGE*** as long as the correct size battery is installed. We are also enclosing a label and placement instructions along with the owner communication. The label will include battery replacement information that will assist service providers who may replace the battery in the future. If the owner prefers, the dealer can apply the label during this inspection for them ***FREE OF CHARGE***.

NOTE: If previous damage to the mounting location of the battery has occurred (such as crash damage), this may prevent the dealer from properly inspecting and securing a battery. In this case, it will be the owner's responsibility to have the damage repaired.

If the wrong battery size is installed, Toyota recommends that the correct size battery be installed promptly. To support owners, Toyota will offer a discount of \$32 off your dealer's retail price on a Toyota True-2 battery of the correct size. If the owner would prefer to purchase a correct size battery other than through a Toyota dealer, they should have the installer carefully follow the instructions contained on the label provided with the Consumer Advisory to ensure that the correct size battery is installed securely.

Covered Vehicles

There are approximately 1,854,000 vehicles covered by this Consumer Advisory. Approximately 19,900 vehicles involved in this Consumer Advisory were distributed to Puerto Rico.

Consumer Advisory Mailing Date

Toyota will begin to notify owners in mid-December 2021. A sample of the owner advisory letter has been included for your reference.

Toyota makes significant effort to obtain current owner name and address information from each state through industry resources when mailing owner letters. In the event your dealership receives a notice for a vehicle that was sold prior to the Consumer Advisory announcement, it is the dealership's responsibility to forward the owner letter to the customer who purchased the vehicle.

Please note that only owners of the covered vehicles will be notified. If you are contacted by an owner who has not yet received a notification, please **verify eligibility by confirming through TIS prior to performing inspections**. Dealers should perform the inspection as outlined in the Technical Instructions found on TIS.

Dealer Inventory Procedures

Used Vehicles in Dealership Inventory (In-Stock Vehicles)

Toyota believes it is a best practice to inspect the battery condition on all used vehicles. Therefore, we recommend that you perform this inspection and apply the label before selling any used vehicles currently in dealer inventory that are covered by this Consumer Advisory prior to customer delivery.

NOTE: Dealers can identify if any of their used inventory has any open campaigns in the Vehicle Inventory Summary available in Dealer Daily (**Non SET and GST dealers:** <https://dealerdaily.toyota.com/>). The Vehicle Inventory Summary may take up to 4 hours to populate information for newly launched campaigns.

Toyota Certified Used Vehicle (TCUV)

The TCUV policy already prohibits the certification of any vehicle with the incorrect battery size or inadequate hold-down hardware. Thus, no affected units are to be designated, sold, or delivered as a TCUV until the inspection and application of the label under this Consumer Advisory has been completed on that vehicle.

Customer Handling, Parts Ordering, and Remedy Procedures

Customer Contacts

Owners who receive the owner letter may contact your dealership with questions regarding the letter and/or the Consumer Advisory. Please welcome them to your dealership and answer any questions that they may have. A Q&A is provided to assure a consistent message is communicated.

Owners with additional questions or concerns are asked to please contact the Toyota Brand Engagement Center (1-888-270-9371) - Monday through Friday, 8:00 am to 8:00 pm, Saturday 9:00 am to 7:00 pm Eastern Time.

Salvage Title Vehicles

Every attempt should be made to complete this Consumer Advisory when circumstances permit, unless noted otherwise in this dealer letter.

For complete details on this policy, refer to Toyota Warranty Policy [4.17](#), "What Is Not Covered by The Toyota New Vehicle Limited Warranty".

Media Contacts

It is imperative that all media contacts (local and national) receive a consistent message. In this regard, all media contacts must be directed to Ed Hellwig (469) 292-1165 in Toyota Corporate Communications. Please do not provide this number to customers. Please provide this contact only to media.

Parts Ordering Process – Non SET and GST Parts Ordering Process

It is possible that parts for this Consumer Advisory are either required to be ordered in Campaign Part Order Request (CPOR) on Service Lane, or have been placed on Manual Allocation Control (MAC) due to potential limited part availability. Please check the CPOR/MAC report on Dealer Daily for the most up-to-date parts ordering information. Dealers can also identify which parts ordering method to use by reviewing the parts information section of Dealer Daily and checking for a MAC code on the part numbers below. For MAC code C, order through CPOR. For MAC code D, refer to the MAC report for further instructions.

Parts only should be ordered as needed based on specific vehicle inspection.

Part Number	Description	Quantity
74404-0R030	Clamp Sub-Assy, Battery (VINs starting with "2")	1 (as needed)
74404-42190	Clamp Sub-Assy, Battery (VINs starting with "J")	
90119-A0213	Bolt, W/Washer	1 (as needed)
74431-0R040	Tray, Battery	1 (as needed)
74451-10061	Bolt, Battery Clamp (J-Hook)	1 (as needed)
90182-A0027	Nut, W/Washer	1 (as needed)

Additional labels are available through MDC.

NOTE: As of 2/14/2022, these labels can no longer be ordered through the MDC website.

[Click here](#) to open an order request e-mail template, then fill in the required details in the message body and send the email to the MDC.

Part Number	Description	Quantity
0041121001*	Label, Battery Clamp (Group 35)*	1 sheet (10 labels)*

***As needed only. Owners will also receive a label in the Consumer Advisory mailing and may have already applied the label before visiting your dealership for inspection.**

Technician Training Requirements

The inspection and repair quality of covered vehicles is extremely important to Toyota. All dealership technicians performing this Consumer Advisory inspection are required to successfully complete the most current version of the E-Learning course "Safety Recall and Service Campaign Essentials". To ensure that all vehicles have the inspection performed correctly; technicians performing this inspection are required to currently have completed all of the following courses:

- T623 – Toyota Electrical Circuit Diagnosis

Always check which technicians can perform the inspection by logging on. It is the dealership's responsibility to select technicians with the above certification level or greater to perform this inspection. Carefully review your resources, the technician skill level, and ability before assigning technicians to this inspection. It is important to consider technician days off and vacation schedules to ensure there are properly trained technicians available to perform this inspection at all times.

Inspection Procedures

Refer to TIS for Technical Instructions on inspection.

Parts Recovery Procedures

All parts replaced as part of this Consumer Advisory must be turned over to the parts department until appropriate disposition is determined. The parts department must retain these parts until notification via the Parts Recovery System (PRS) is received indicating whether to ship or scrap the parts. These parts are utilized by various departments for defect analysis, quality control analysis, product evaluation, as well as other purposes.

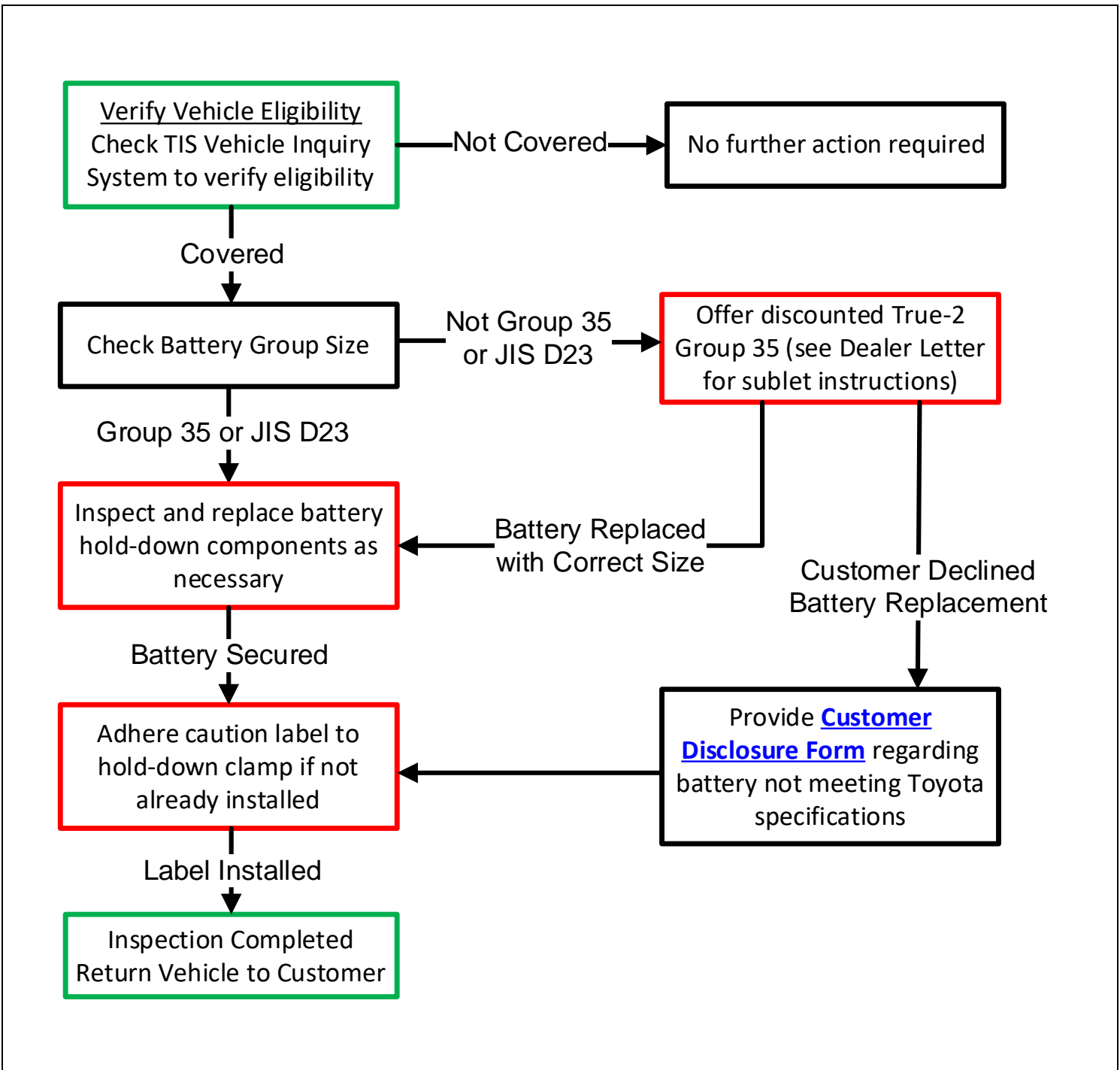
To help minimize dealer storage challenges, Toyota recommends that dealers:

- File the campaign claim accurately and promptly. The time a dealer is required to hold parts is based on when the campaign claim is paid by Toyota.
- Monitor the Warranty Parts Recovery Notifications and Part Scrap Report regularly.

Refer to Warranty Policies [9.3 and 9.6](#) for additional details.

Warranty Reimbursement Procedures

Warranty Reimbursement Procedure



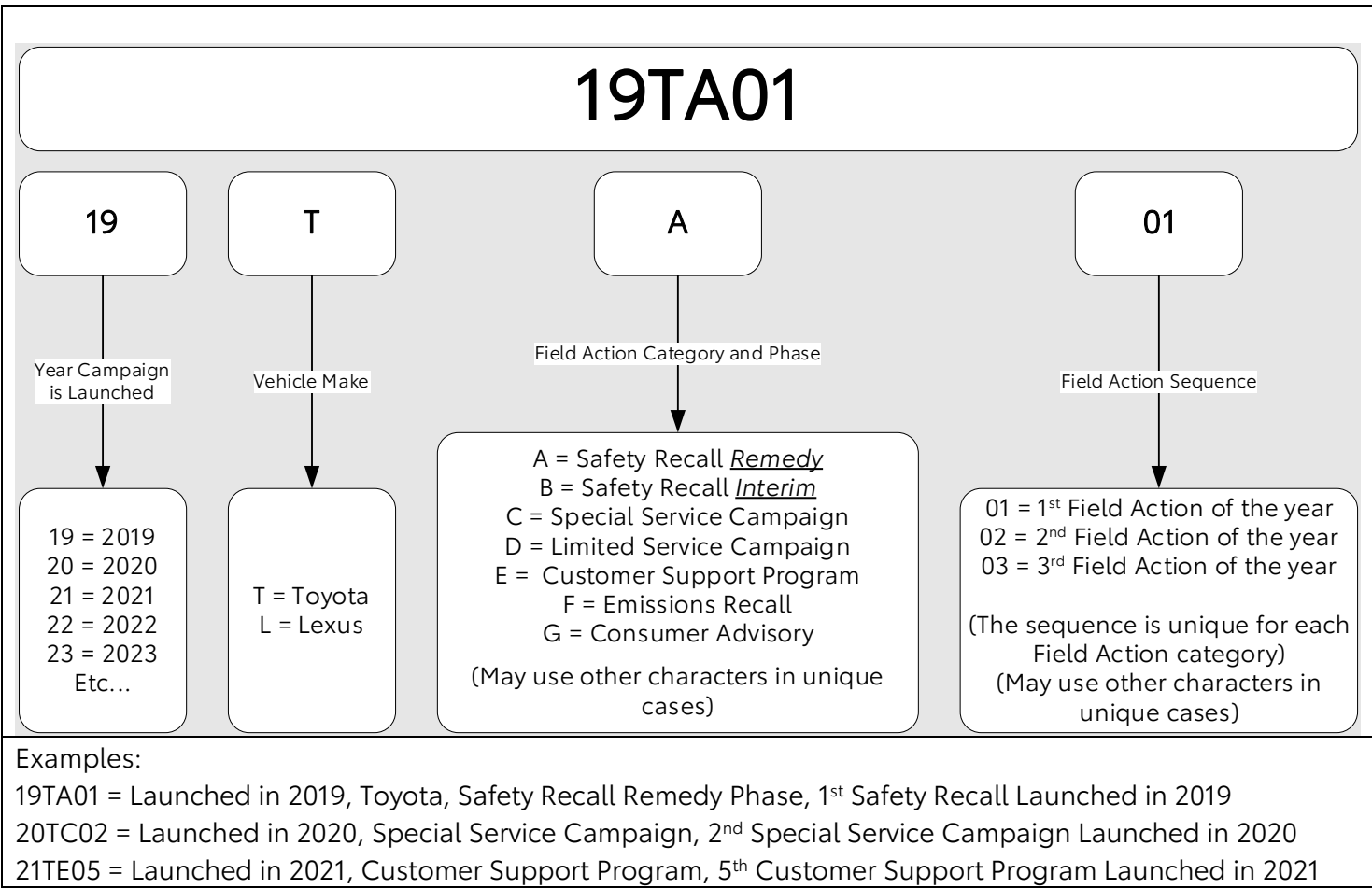
Op Code	Description	Flat Rate Hours
TEC001	Inspect Battery Size - Size Correct, and Confirm Secured (Ok)	0.2
TEC002	Inspect Battery Size - Size Correct, Not Secured Properly, Condition Corrected	0.4
TEC003	Inspect Battery Size - Wrong Battery, Customer declines New battery, Disclosure provided	0.2
TEC004	Inspect Battery Size - Size Correct - Crash damage, Disclosure provided	0.2
TEC005	Inspect Battery Size - Wrong Battery - Crash damage, Disclosure provided	0.2
TEC006	Inspect Battery Size - Wrong Battery, Battery Replaced and Secured	0.4

- The flat rate times include 0.1 hours for administrative cost per unit for the dealership.
- A battery discount of \$32 can be claimed under Op Code TEC006 as sublet type "BA" in the event the customer had the wrong group size battery installed and elects to purchase the correct size True-2 battery from Toyota.
 - **Toyota requires a picture of the RO and the incorrect size battery in the engine bay to be attached to all battery sublet campaign claims.**
- Towing can be claimed under Op Codes TEC001-TEC006 for a maximum of \$250 as sublet type "TW" in the event the customer requests vehicle pickup.
 - **Towing invoice *MUST* be attached to all towing claims. These claims may be subject to debit if towing invoice is not attached.**

Claim Filing Accuracy and Correction Requests

It is the dealer's responsibility to file claims correctly for this Consumer Advisory. This claim filing information is used by Toyota for various government reporting activities; therefore, claim filing accuracy is crucial. If it has been identified that a claim has been filed using an incorrect Op Code or a claim has been filed for an incorrect VIN, refer to Warranty Procedure Bulletin [PRO17-03](#) to correct the claim.

Campaign Designation / Phase Decoder



Please review this entire package with your Service and Parts staff to familiarize them with the proper step-by-step procedures required to implement this Consumer Advisory.

Thank you for your cooperation.
 TOYOTA MOTOR SALES, U.S.A., INC.



CONSUMER ADVISORY 21TG01

Certain 2013–2018 Model Year RAV4 12-Volt Battery Size and Installation Inspection

Frequently Asked Questions

Original Publication Date: November 18, 2021

Q1: What is the advisory for?

A1: During a recent investigation of reported battery fires in 2013–2018 RAV4 vehicles with gasoline engines (excluding hybrid models), Toyota discovered that many non-Toyota retailers and others who sell or install replacement batteries were recommending a small size battery for replacement. Toyota specifies a particular size replacement battery for the RAV4 that does not include this small size. The smaller battery may not fit securely with the RAV4's battery mounting parts, and, in some cases, can move around when the vehicle is driven, causing a short circuit. Using the wrong size battery, or not installing a replacement battery properly, can cause damage to the battery and the vehicle, and it could cause a vehicle fire.

Q2: What is Toyota going to do?

A2: Some RAV4 owners may already have replaced the original battery that was equipped with their vehicle. If you are one of these owners, or if you are unsure if your battery has been replaced in the past, it is important to confirm that you have:

- The correct size battery installed, and;
- That the correct size battery is installed securely.

Toyota wants to help you identify if the correct battery is installed securely in your vehicle. Your Toyota dealer is available to perform one inspection of the battery to confirm if it is the correct size **FREE OF CHARGE**. If certain components used to secure the battery in place are damaged or missing during this inspection, they will be replaced **FREE OF CHARGE** as long as the correct size battery is installed. In addition, your Toyota dealer can also apply the label provided with the Consumer Advisory letter for you during this inspection **FREE OF CHARGE** if you prefer.

NOTE: If previous damage to the mounting location of the battery has occurred (such as crash damage), this may prevent a dealer from properly inspecting and securing a battery. In this case, it will be your responsibility to have the damage repaired.

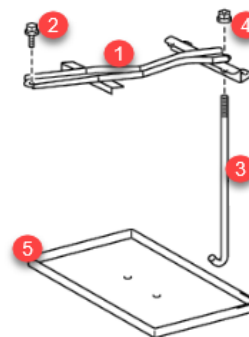
Q2a: *Why can't the dealer replace the components that secure the battery in place if the battery is the wrong size?*

A2a: These components are designed for a specific size battery and may not properly secure the wrong size battery. An improperly secured battery can move around and cause damage to the battery and the vehicle, and it could cause a vehicle fire.

Q2b: *Which parts will Toyota provide FREE of charge during the dealer inspection?*

A2b:

1. The battery clamp (hold-down bracket)
2. The bolt that secures the battery clamp to the vehicle
3. The J-hook bolt
4. The nut that threads onto the J-hook bolt
5. The tray under the battery



Q3: *What if my vehicle has the wrong size battery installed?*

A3: If the wrong battery size is installed in your vehicle, Toyota recommends that the correct size battery be installed promptly. To support owners, Toyota will offer a discount of \$32 off your dealer's retail price on a Toyota True-2 battery of the correct size at the time of inspection. If you would prefer to purchase a correct size battery other than through a Toyota dealer, please have the installer carefully follow the instructions contained on the label that was provided with the Consumer Advisory letter to ensure that the correct size battery is installed securely.

Q3a: *Why isn't Toyota covering the full cost of a correct size battery?*

A3a: Toyota specifies a particular size battery for the RAV4. However, Toyota wants to support owners who may have received the wrong battery size recommendation from other sources. Therefore, Toyota is reducing the price of the Toyota True-2 battery.

Q4: *Can I inspect my battery's condition myself?*

A4: If you prefer to perform this inspection yourself and are comfortable doing so, we have prepared a video that shows you how to inspect the battery size and installation condition. Please be sure to fully read and carefully follow all warnings and instructions provided in the video. To access the video, scan the QR code below with your smartphone camera and follow the link, or navigate to the URL below in your web browser.



<https://youtu.be/w1msmKx2kwg>

Q5: Which and how many vehicles are covered by this Consumer Advisory?

A5: There are approximately 1,854,000 vehicles covered by this Consumer Advisory.

Model Name	Model Year	Production Period
RAV4	2013-2018	Late November 2012 – Mid-November 2018

Q6: How long will the dealer inspection take?

A6: The inspection should be brief but plan to spend approximately 45 minutes at the dealership. However, depending upon the dealer’s work schedule, it may be necessary to make the vehicle available for a longer period of time.

Q7: How does Toyota obtain my mailing information?

A7: Toyota uses an industry provider who works with each state’s Department of Motor Vehicles (DMV) to receive registration or title information, based upon the DMV records. Please make sure your registration or title information is correct.

Q8: What if I have additional questions or concerns?

A8: If you have additional questions or concerns, please contact the Toyota Brand Engagement Center at 1-888-270-9371 Monday through Friday, 8:00 am to 8:00 pm, Saturday 9:00 am to 7:00 pm Eastern Time.

TOYOTA

2013 – 2018 Model Year RAV4 12-Volt Battery Size and Installation Inspection Consumer Advisory

[VIN]

Dear Toyota Owner:

At Toyota, we are dedicated to providing vehicles of outstanding quality and value. As part of our continuing efforts to provide superior customer satisfaction, Toyota is providing this Consumer Advisory, which applies to your vehicle.

You received this notice because our records, which are based primarily on state registration and title data, indicate that you are the current owner.

Consumer Advisory Overview

During a recent investigation of reported battery fires in 2013-2018 RAV4 vehicles with gasoline engines (excluding hybrid models), Toyota discovered that many non-Toyota retailers and others who sell or install replacement batteries were recommending a small size battery for replacement. Toyota specifies a particular size replacement battery for the RAV4 that does not include this small size. The smaller battery may not fit securely with the RAV4's battery mounting parts, and, in some cases, can move around when the vehicle is driven, causing a short circuit. Using the wrong size battery, or not installing a replacement battery properly, can cause damage to the battery and the vehicle, and it could cause a vehicle fire.

Toyota has contacted major retailers and publishers of replacement battery information to request that they no longer recommend the smaller battery. This advisory provides steps you should take to confirm that your battery is the correct size. It also provides other installation information in the event you need to replace your battery in the future.

What should you do?

Some RAV4 owners may already have replaced the original battery that was equipped with their vehicle. If you are one of these owners, or if you are unsure if your battery has been replaced in the past, it is important to confirm that you have:

1. The correct size battery installed, and;
2. That the correct size battery is installed securely.

Please contact any authorized Toyota dealer to make an appointment to have an inspection performed to confirm your vehicle's condition, **FREE OF CHARGE**. This inspection should be brief but plan to spend approximately 45 minutes at the dealership. However, depending on the dealer's work schedule, it may be necessary to make your vehicle available for a longer period of time.

If you prefer to perform this inspection yourself and are comfortable doing so, we have prepared a video

that shows you how to do this. To access the video, scan the QR code below with your smartphone camera and follow the link, or navigate to the URL below in your web browser.



<https://youtu.be/w1msmKx2kwg>

We are also enclosing a label with battery replacement information that will assist service providers who may replace your battery in the future. Please review the instructions and warnings in the attached Label Installation Instruction Sheet.

What will Toyota Do?

Toyota wants to help you identify if the correct battery is installed securely in your vehicle. Your Toyota dealer is available to perform one inspection of the battery to confirm if it is the correct size **FREE OF CHARGE**. If certain components used to secure the battery in place are damaged or missing during this inspection, they will be replaced **FREE OF CHARGE** as long as the correct size battery is installed. In addition, your Toyota dealer can also apply the label provided with the Consumer Advisory letter for you during this inspection **FREE OF CHARGE** if you prefer.

NOTE: If previous damage to the mounting location of the battery has occurred (such as crash damage), this may prevent a dealer from properly inspecting and securing a battery. In this case, it will be your responsibility to have the damage repaired. The proper size battery should be used, and it should be installed securely following the instructions on the enclosed label.

What if my vehicle has the wrong size battery installed?

If the wrong battery size is installed in your vehicle, Toyota recommends that the correct size battery be installed promptly. To support owners, Toyota will offer a discount of \$32 off your dealer's retail price on a Toyota True-2 battery of the correct size at the time of inspection. If you would prefer to purchase a correct size battery other than through a Toyota dealer, please have the installer carefully follow the instructions contained on the enclosed label to ensure that the correct size battery is installed securely.

What if you have other questions?

- *Your local Toyota dealer will be more than happy to answer any of your questions.*
- If you require further assistance, you may contact the Toyota Brand Engagement Center at 1-888-270-9371 Monday through Friday, 8:00 am to 8:00 pm, Saturday 9:00 am to 7:00 pm Eastern Time.

If you would like to update your vehicle ownership or contact information, please visit <https://www.toyota.com/recall/update-info-toyota>. You will need your full 17-digit Vehicle Identification Number (VIN) to input the new information.

If you are a vehicle lessor, please assist us by forwarding this notice to the lessee.

We have sent this notice in the interest of your continued satisfaction with our products, and we sincerely regret any inconvenience this condition may have caused you.

Thank you for driving a Toyota.

Sincerely,

TOYOTA MOTOR SALES, U.S.A., INC.

SAMPLE

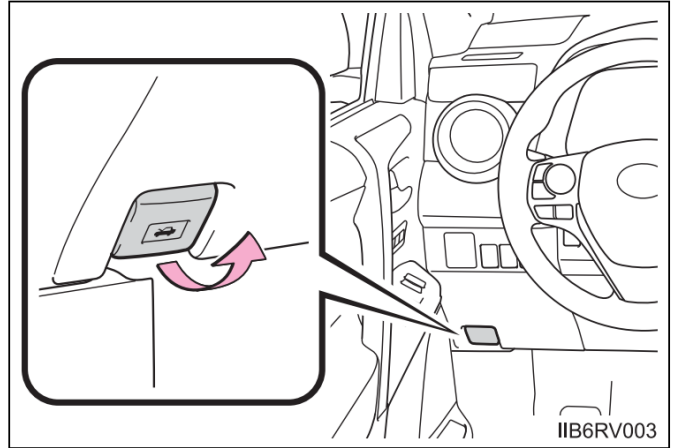
Label Installation Instructions

WARNING

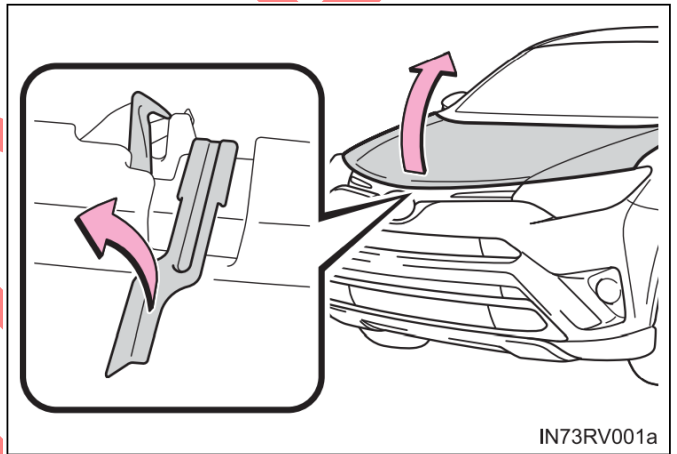
- Install the label while the vehicle is parked in a safe, flat area and the parking brake is engaged.
- DO NOT install the label with the engine running.
- Wear protective gloves and exercise caution as there are sharp, hot, and corrosive components in the engine compartment. If you are unable to wear gloves while installing the label, be extra cautious around the battery clamp (hold-down bracket) as the edges can be sharp.
- DO NOT wear any watches, rings, or other jewelry while working around the engine compartment.
- Be careful around the engine as it and other components in the engine compartment may be hot and could burn you.
- The battery contains poisonous and corrosive acidic electrolyte.
- When working with the battery, always wear safety glasses and take care not to allow any battery fluids (acid) to come into contact with skin, clothing or the vehicle body.
- In the event that battery fluid comes into contact with the skin or eyes, immediately wash the affected area with water and seek medical attention. Place a wet sponge or cloth over the affected area until medical attention can be received.
- Wash your hands immediately after installing the label.
- DO NOT lean over the battery.
- DO NOT allow children near the battery.
- DO NOT touch the positive (+) battery terminal.
- DO NOT smoke or allow any sparks/flames near the battery.

Label installation instructions:

1. Open the hood of the vehicle by releasing the hood latch.



2. Push the auxiliary catch lever to the left and lift the hood.

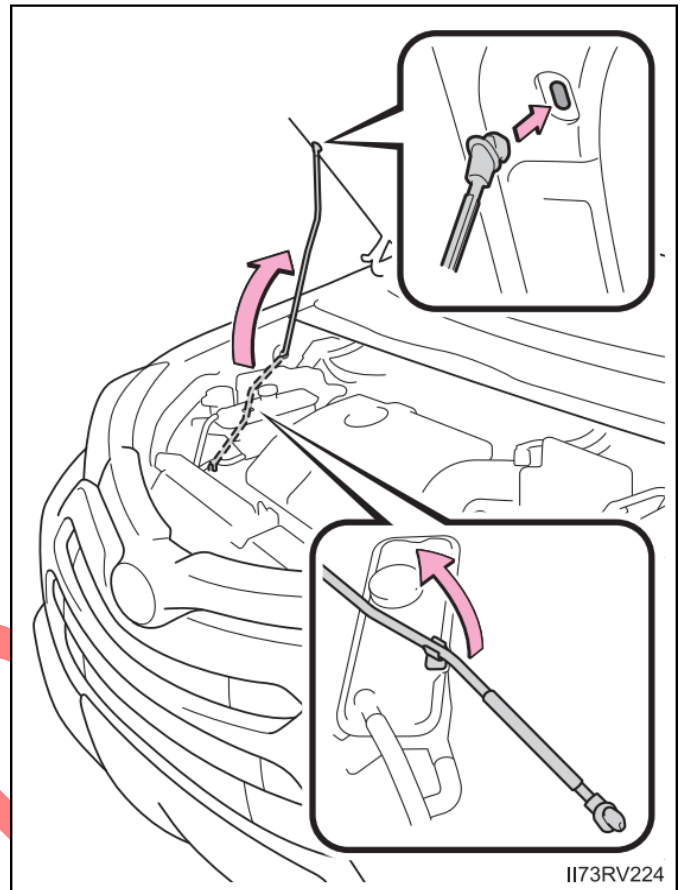


SAMPLE

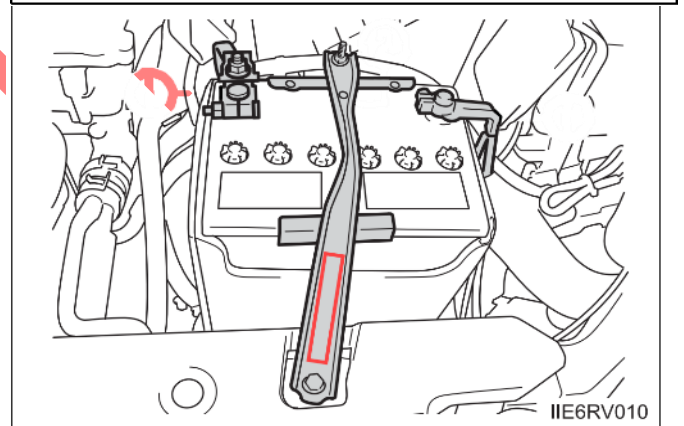
3. Raise the hood and insert the hood support (prop) rod into the slot in the hood.

WARNING

Make sure the rod supports the hood securely from falling down on to your head or body.

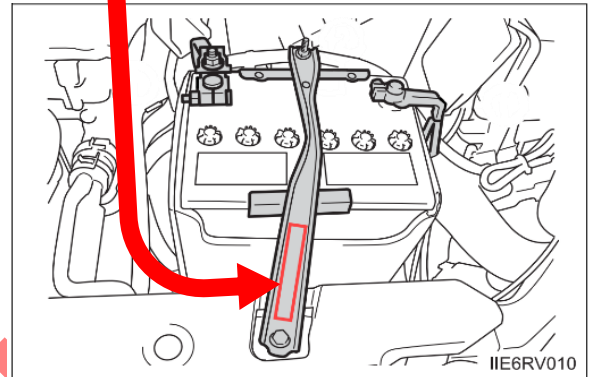
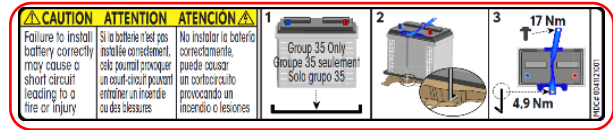


4. Ensure battery hold-down clamp is clean and free of moisture or dirt in the area shown in the image to the right so that the label can properly adhere. If you are unable to sufficiently clean the bracket, contact your Toyota dealer for assistance.



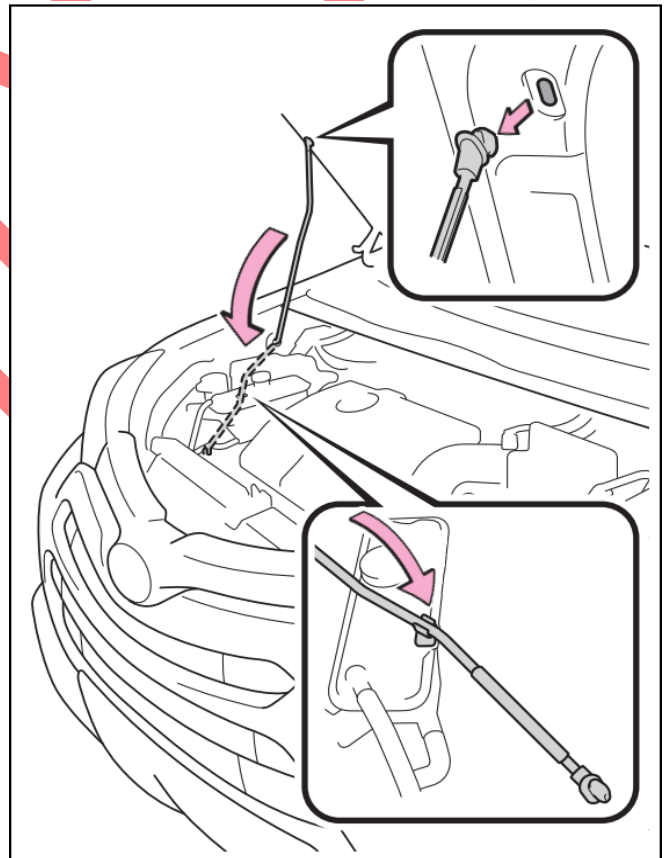
SAFETY

5. Peel the label from the included sheet and adhere it to the battery clamp (hold-down bracket) in the area shown in the illustration to the right.



6. Remove the hood support (prop) rod from the hood and secure it to its retaining clip.

NOTICE
Attempting to close the hood with the support (prop) rod up could cause the hood to bend.



7. Close the hood by dropping it from approximately 6 inches.

WARNING
Be sure to move your fingers out of the way before closing the hood.

8. Ensure that the hood is properly latched by attempting to lift the hood. You should not be able to fit your fingers under the hood.

WARNING

If the hood is not latched properly, it may open while the vehicle is in motion and cause an accident, which may result in death or serious injury.

SAMPLE