UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

GLEN GRAYSON, DOREEN MAZZANTI, DANIEL LEVY, DAVID MEQUET and LAUREN HARRIS, individually and on behalf of themselves and all others similarly situated, Plaintiffs, v. GENERAL ELECTRIC COMPANY, Defendant.	No. 3:13-cv-01799-WWE (Consolidated Docket No.)

PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS, APPROVAL OF SETTLEMENT NOTICE AND SCHEDULING OF FINAL APPROVAL HEARING

Plaintiffs Glen Grayson, Doreen Mazzanti, Daniel Levy, David Mequet, and Lauren Harris (collectively, "Plaintiffs"), individually and on behalf of the Settlement Class (as defined in the Settlement Agreement, submitted as Exhibit A to the accompanying Declaration of Seth R. Klein), respectfully move this Court for preliminary approval of a class action settlement and related relief (as set forth below).

This is a long-pending litigation that has been thoroughly litigated and negotiated. On May 11, 2018, during the pendency of settlement negotiations, this Court (Eginton, J.)

administratively closed the case pending the results of the settlement discussion, and directed the parties file appropriate papers regarding approval of the settlement if an agreement was reached (or to move to reopen the case if discussions were unsuccessful). *See* [ECF No. 355]. The parties are pleased to report that their negotiations were ultimately successful, as set forth in more detail in the accompanying memorandum of law.

Accordingly, Plaintiffs respectfully move the Court for entry of an order:

(1) Preliminarily approving the Settlement[1] as set forth in the Settlement Agreement;

(2) Preliminarily certifying the Class for settlement purposes;

(3) Preliminarily appointing Plaintiffs Glen Grayson, Doreen Mazzanti, Daniel Levy, David Mequet, and Lauren Harris as the Settlement Class Representatives;

(4) Preliminarily appointing Hassan A. Zavareei, Esq. and Anna C. Haac, Esq. of Tycko & Zavareei LLP and Robert A. Izard, Jr., Esq., Seth R. Klein, Esq., and Mark P. Kindall, Esq. of Izard Kindall & Raabe LLP as Settlement Class Counsel;

(5) Approving the proposed Settlement Notice;

(6) Appointing Epiq Class Action & Claims Solutions, Inc. as Settlement Administrator;

[1] Capitalized terms used herein are defined in Paragraphs 1-33 of the Settlement Agreement.

(7) Preliminarily appointing Antonio C. Robaina (retired Connecticut Superior Court Judge) of McElroy, Deutsch, Mulvaney & Carpenter LLP, Hartford, Connecticut, as the Neutral Evaluator and

(8) Scheduling a Final Approval Hearing.

In connection with Preliminary Approval, Plaintiffs respectfully request that the following schedule be set:

EVENT	**SCHEDULED DATE**
Notice mailing deadline	60 days after entry of Preliminary Approval Order (Settlement Agreement at ¶ 38.b.)
Briefs in support of (i) Final Approval and of (ii) Attorneys' Fees and Costs	75 days after entry of Preliminary Approval Order
Last day for Class Members to opt-out of Settlement	120 days after entry of Preliminary Approval Order (Settlement Agreement at ¶ 38.h)
Last day for objections to the Settlement to be filed with the Court	120 days after entry of Preliminary Approval Order (Settlement Agreement at ¶ 38.i)
Settlement Administrator to file Declaration of Compliance regarding completion of notice and opt-out requests received	134 days after entry of Preliminary Approval Order
Parties file responses to any filed objections	141 days after entry of Preliminary Approval Order
Final Approval Hearing	At the convenience of the Court, not less than 151 days after entry of Preliminary Approval Order

In support of this Motion, Plaintiffs have filed a Memorandum of Law, a supporting affidavit by Seth R. Klein (including the Settlement Agreement and other Exhibits), and a proposed Preliminary Approval Order (attached hereto as Exhibit A).

Dated: December 5, 2019

Respectfully submitted,

PLAINTFFS

By: /s/ _Seth R. Klein_____

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CERTIFICATE OF SERVICE

I, Seth R. Klein, hereby certify that on this 5th day of December, 2019, the foregoing was filed electronically. Notice of this filing will be sent by email to all parties by operation of the court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access these documents though the court's CM/ECF system.

/s/ Seth R. Klein
Seth R. Klein

Exhibit A

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

GLEN GRAYSON, DOREEN MAZZANTI, DANIEL LEVY, DAVID MEQUET and LAUREN HARRIS, individually and on behalf of themselves and all others similarly situated, Plaintiffs, v. GENERAL ELECTRIC COMPANY, Defendant.	No. 3:13-cv-01799-WWE (Consolidated Docket No.)

[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

This action is pending before this Court as a certified class action (the "Civil Action"). Plaintiffs' Motion for Preliminary Approval of Class Action Settlement came before this Court. The Court, having considered the Class Action Settlement Agreement and Release and the Exhibits attached thereto (hereafter collectively, the "Settlement Agreement"); having considered the Motion for Preliminary Approval and Memorandum of Law in support thereof and exhibits thereto (with all supporting documents); and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms defined herein shall have the same meaning in this Order as set forth in the Settlement Agreement. This Order supersedes and amends the Court's Order of March 7, 2017, certifying a litigation class (Doc. 257).
2. The Court preliminarily finds that the requirements for class certification under Fed. R. Civ. P. 23(a), 23(b)(3) and 23(c)(4) are satisfied with respect to the Class, for largely the

same reasons that the Court stated in its prior order certifying a litigation class (Doc. 257). To the extent that the Court previously ruled that damages issues required an individualized inquiry, the proposed Settlement Agreement adequately addresses the Court's concerns by enabling individual Class Members to make their own individual claims for payments under the terms of the Settlement Agreement, which will be evaluated individually in the settlement process as provided for in the Settlement Agreement, with disputes to be resolved by the Neutral Evaluator. To the extent that Class Members wish to pursue their own damages claims in court rather than through this process, they will have the opportunity to opt out of the Class. To the extent that the proposed Class for settlement purposes is nationwide rather than limited to certain states, the Court is satisfied by Plaintiffs' memorandum of law that, notwithstanding any differences in state law, for purposes of the proposed Settlement Class, common questions of fact predominate related to Plaintiffs' claim that the microwaves are defectively designed and whether defendant concealed the allegedly known defect.

3. The Court finds that the proposed Settlement Class is so numerous that the joinder of all members is impracticable, given that approximately 68,000 subject microwave ovens were manufactured. The Court also finds that the claims of the Plaintiffs are typical of the claims of the Class, and that the Plaintiffs and Settlement Class Counsel have throughout this litigation and will continue to fairly and adequately protect the interests of the Class. Furthermore, the Court finds that the questions of law or fact common to the Class Members predominate over any questions affecting only individual Class Members. Therefore, for settlement purposes only, the Court grants conditional certification of the following "Class":

> All persons (other than retailers, resellers, or wholesalers) residing in the United States of America who purchased or owned a microwave oven bearing the GE Profile or GE Monogram brand, and bearing a model number beginning with JEB1090, JEB1095, ZMC1090, or ZMC1095, at any time during the period from January 1, 1995 through the date of the entry of this Order.

4. This Court has personal jurisdiction over the defendant, General Electric Company ("GE") because GE does business in Connecticut, had its principal place of business in Connecticut at the time this suit was filed, and has consented to this Court's jurisdiction. This Court has subject matter jurisdiction over this action under the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because there is diversity of citizenship between at least some Settlement Class Members and GE, and the amount in controversy exceeds $5 million.
5. The Court appoints Glen Grayson, Doreen Mazzanti, Daniel Levy, David Mequet, and Lauren Harris as Settlement Class Representatives for settlement purposes only.
6. The Court appoints Epiq Class Action & Claims Solutions, Inc., an experienced class action settlement administration firm, as the Settlement Administrator, responsible for performing the obligations of the Settlement Administrator under the Settlement Agreement.
7. The Court appoints Hassan A. Zavareei, Esq. and Ann Haac, Esq. of Tycko & Zavareei LLP and Robert A. Izard, Jr., Esq., Seth R. Klein, Esq., and Mark P. Kindall, Esq.,of Izard Kindall & Raabe LLP as Settlement Class Counsel for settlement purposes only.
8. The Court appoints Antonio C. Robaina (retired Connecticut Superior Court Judge) of McElroy, Deutsch, Mulvaney & Carpenter LLP, Hartford, Connecticut, as the Neutral Evaluator.

9. The Court preliminarily approves the Settlement Agreement as fair, adequate, and reasonable and preliminarily approves the terms of the Settlement Agreement.

10. The Court hereby approves on a preliminary basis the compensation to the participating Settlement Class Members provided for in the Settlement Agreement. It appears to the Court on a preliminary basis that the settlement terms are fair, adequate and reasonable as to all Class Members when balanced against the probable outcome of further litigation. It further appears that counsel for the Parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Civil Action. It also appears that the Settlement has been reached as the result of lengthy, intensive, serious and non-collusive, arms' length negotiations, after years of litigation.

11. The Court approves the form and content of the proposed Settlement Notices attached as Exhibits A, B, C and D to the Settlement Agreement, and the notice plan described in Paragraph 38 of the Settlement Agreement. The Court also approves the form and content of the Claim Forms attached as Exhibit E to the Settlement Agreement.

12. The Court finds that the distribution of the Settlement Notice in the manner and form set forth in the Settlement Agreement: (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Civil Action and of their right to object or to exclude themselves from the proposed Settlement; and (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice. The Court directs the

Settlement Administrator to send the Settlement Notice to the Class Members in accordance with the Settlement Agreement.

13. The Settlement Notice shall be mailed, e-mailed and disseminated by the other means described in the Settlement Agreement to the Class Members, and the Settlement Administrator shall establish the settlement website no later than 60 days from the date of this Order. If any Settlement Notice that is mailed is returned undeliverable, the Settlement Administrator shall make a reasonable effort to find an updated address for the Class Member and promptly re-mail the Settlement Notice to the new address. In the event that any mailed notice is returned as undeliverable a second time, no further mailing shall be required. The Settlement Administrator shall not be required to attempt to find updated e-mail addresses if an e-mail is returned undeliverable.

14. Any Class Member may opt out of the Settlement by submitting an opt-out request to the Settlement Administrator as instructed in the Settlement Notice by mail, postmarked no later than 120 days from the date of this Order. All opt-out requests must be submitted as provided in the Settlement Notice and Paragraph 38(h) of the Settlement Agreement. In accordance with the Settlement Agreement, any Class Member who submits a valid and timely opt-out request shall not be a Settlement Class Member, shall be barred from participating in the Settlement, shall have no right to object to the Settlement, and shall receive no benefit from the Settlement.

15. If a Final Order and Judgment is entered approving the Settlement, Class Members who have not submitted a valid and timely opt-out request shall be bound by all determinations of the Court, the Settlement Agreement (including but not limited to the Releases therein) and Judgment, even if such Settlement Class Member never submitted a

Claim Form. If a Final Order and Judgment is entered approving the Settlement, all Settlement Class Members who have not made timely, written requests for exclusion shall be conclusively deemed to have fully and finally released all of the Released Persons from any and all Released Claims.

16. Any Class Member who does not opt out of the Class may mail an objection to the settlement to the Clerk of Court as instructed in the Settlement Notice, or may file a motion to intervene. All written objections and supporting papers must: (1) clearly identify the case name and number (Grayson v. General Electric Company, Case No. 3:13-cv-01799-WWE), (2) identify the objector's full name, address, email address, and telephone number; (3) provide an explanation of the basis upon which the objector claims to be a Settlement Class Member; (4) identify all grounds for the objection, accompanied by any legal support for the objection; (5) include the identity of all counsel who represent the objector, including any former or current counsel who may seek compensation for any reason related to the objection to the Settlement, the fee application, or the application for Service Awards; (6) include a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; (7) include a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; (8) include all documentary evidence that will be offered at the Final Approval Hearing in support of the objection; (9) identify all counsel representing the objector who will appear at the Final Approval Hearing; (10) include the objector's signature (an attorney's signature is not sufficient); (11) be submitted to the Court either by mailing them to the Clerk of Court, Brien McMahon Federal Building, United States District Court, 915 Lafayette Boulevard, Bridgeport, CT

06604, or by filing them in person at any location of the United States District Court for the District of Connecticut, with a copy to GE Counsel and Settlement Class Counsel; and (12) be filed or postmarked on or before 120 days after entry of this Order.

17. Any Class Member who fails to submit timely written objections and/or file a motion to intervene with the Clerk of Court in the manner specified in the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Any Class Member who fails to submit a timely written objection in accordance with the Settlement Agreement (as specified in Paragraph 16 above) may not be heard to oppose the Settlement at the Final Approval Hearing unless otherwise ordered by the Court.

18. Settlement Class Members have the right to exclude themselves from the Settlement and pursue a separate and independent remedy against GE by complying with the exclusion provisions set forth herein. Settlement Class Members who object to the Settlement shall remain Settlement Class Members, and have voluntarily waived their right to pursue an independent remedy against GE. To the extent any Settlement Class Member objects to the Settlement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Order and Judgment of the Court.

19. The Court further finds that the Class Action Fairness Act Notice provided by the Settlement Administrator on behalf of GE pursuant to the Settlement Agreement, as verified in the Declaration of _____, was in compliance with 28 U.S.C. § 1715(b), and that the Class Action Fairness Act Notice was given more than 90 days prior to any order of final approval, in accordance with 28 U.S.C. § 1715(d).

20. A Final Approval Hearing is scheduled for _____ in Courtroom __ of the United States Courthouse, **[insert address]** to determine all necessary matters concerning the Settlement, including: (a) whether the proposed Settlement of the Civil Action on the terms and conditions provided for in the Settlement Agreement is fair, adequate and reasonable and should be finally approved by the Court; (b) whether an Order and Final Judgment, as provided in the Settlement Agreement, should be entered herein; (c) whether the compensation to the participating Settlement Class Members contained in the Settlement Agreement should be approved as fair, adequate, and reasonable to the participating Settlement Class Members; and (d) to make, in the Court's discretion, an award of attorneys' fees and expenses to Settlement Class Counsel and Service Awards to the Settlement Class Representatives (all subject to the limitations of Paragraph 46 of the Settlement Agreement). The date of the Final Approval Hearing may be changed by the Court, with notice provided only on the Court's docket on PACER (http://ecf.ctd.uscourts.gov) and the settlement website.
21. Settlement Class Counsel shall file their Motion for Final Approval, any papers in support of final approval of the Settlement, and any papers in support of their requested award of attorneys' fees and expenses and the Settlement Class Representatives' Service Awards no later than 75 days from the date of this Order.
22. Counsel for the Parties shall serve and file any response to any objections to the Settlement no later than 141 days from the date of this Order.
23. The Settlement Agreement is not a concession or admission, and shall not be used against GE or any of the Released Entities as an admission or indication with respect to any claim of any fault or omission by GE or any of the Released Entities. In the event the

Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement Agreement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Settlement Agreement. Whether or not the Settlement Agreement is finally approved, neither the Settlement Agreement, nor any document, statement, proceeding or conduct related to the Settlement Agreement, nor any reports or accounts thereof, shall in any event be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by GE or any of the Released Entities or of the truth of any of the claims or allegations contained in Complaint; and evidence thereof shall not be discoverable or used directly or indirectly by the Class or any third party, in any way for any purpose, except that the provisions of this Agreement may be used by the Parties to enforce its terms, whether in this action or in any other action or proceeding.

24. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

25. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

26. To facilitate administration of the Settlement Agreement pending final approval, the Court hereby enjoins all Settlement Class Members from filing or prosecuting any claims, suits, or administrative proceedings regarding claims released by the Settlement

Agreement unless and until such Settlement Class Members have submitted valid opt-out requests.

27. The Court orders the following schedule for further proceedings:

a. The Settlement Administrator will mail, email and otherwise distribute the Settlement Notice to the Class Members, conduct the Internet/social media notice and launch the Settlement website on or before _____ (60 days from entry of this Order).

b. Settlement Class Counsel will file motions for (i) award of attorneys' fees, reimbursement of litigation expenses, and Settlement Class Representative Service Awards; and (ii) Final Approval of the Settlement on or before _____ (75 days from entry of this Order).

c. Opt-out notices and objections must be mailed to the Settlement Administrator as provided in the Settlement Notice and postmarked no later than _____ (120 days from entry of this Order).

d. The Settlement Administrator will file a declaration of compliance regarding completion of notice, and the number and names of opt outs, on or before _____ (134 days from entry of this Order).

e. The Parties will file any response(s) to any objections on or before _____ (141 days from entry of this Order).

f. The Final Approval Hearing will be held on _____ at _____ a.m./p.m. in Courtroom __ of the United States Courthouse, [insert address] (at the convenience of the Court, not less than 151 days from entry of this Order).

28. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all dates set forth above per the Settlement Agreement without further notice to Class Members except on the Court's docket available on PACER (http://ecf.ctd.uscourts.gov) and the settlement website. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

DATED: _____ _____

United States District Judge

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

GLEN GRAYSON, DOREEN MAZZANTI, DANIEL LEVY, DAVID MEQUET and LAUREN HARRIS, individually and on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

GENERAL ELECTRIC COMPANY,

Defendant.

No. 3:13-cv-01799-WWE

(Consolidated Docket No.)

PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS, APPROVAL OF SETTLEMENT NOTICE AND SCHEDULING OF FINAL APPROVAL HEARING

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Plaintiffs Glen Grayson, Doreen Mazzanti, Daniel Levy, David Mequet, and Lauren Harris (collectively, "Plaintiffs"), individually and on behalf of the Settlement Classes (as defined in the Settlement Agreement),[1] respectfully submit this memorandum of law in support of their motion for preliminary approval of class action settlement, certification of settlement classes, approval of notice plan and setting of a final approval hearing. A copy of the Settlement Agreement, setting forth the complete terms of the Settlement, is attached as Exhibit A to the Declaration of Seth R. Klein ("Klein Decl.").

I. INTRODUCTION

Plaintiffs' claim against the General Electric Company ("GE" or "Defendant") in their Amended Consolidated Class Action Complaint [ECF No. 157] (the operative "Complaint") is straightforward. Plaintiffs allege that GE's 1090/1095 microwaves ("MWOs") all have a uniform defect that causes the metal spring door hinge to rub against the glass surface over time, eventually causing the glass door to spontaneously shatter. *See* Complaint at ¶¶ 25-50. Defendant denies the existence of a design defect.

This case has been extensively litigated in the six years since it was filed in December 2013. As detailed below, Defendant has filed and Plaintiffs have responded to motions to dismiss and for summary judgment; Plaintiffs moved to certify the class and, following the granting of that motion and additional Class Member discovery, Defendant moved to *de*certify the class and filed a Rule 23(f) petition in the Second Circuit; the parties have also engaged in extensive briefing of discovery disputes and disputes concerning the sealing of produced information (including an interlocutory appeal to the Second Circuit); both parties submitted

[1] Capitalized terms used herein are defined in the Settlement Agreement.

multiple expert reports, rebuttal reports, and supplemental reports, as well as extensive briefing concerning motions to strike those reports; Defendant produced and Plaintiffs reviewed nearly 70,000 pages of internal GE documents; and the parties conducted depositions of 30 individuals (sometimes more than once), including senior GE personnel, third parties (including a representative of the third-party manufacturer of the subject microwaves), the Class Representatives, and multiple individual Class Members. In short, this case has been thoroughly litigated. Although Plaintiffs continue to believe Defendant's liability is clear, Plaintiffs also understand that there is substantial risk associated with continued litigation, as detailed below. Accordingly, given that these microwaves are no longer being manufactured by GE (indeed, they were last manufactured in 2007) and in light of the continued costs of litigation and appeal, Plaintiffs believe that the proposed Settlement, which was reached after extensive negotiations lasting nearly one year (followed by many months of work finalizing the formal Settlement and then retaining a Settlement Administrator and devising a suitable notice plan) is in the best interests of the Class.

Under the terms of the Settlement, any consumer whose 1090/1095 microwave oven door spontaneously shattered prior to the date of settlement (or that shatters up to 90 days after the date of final approval) may file a claim to receive $300 in compensation. Settlement Agreement at ¶ 39.a. For microwaves that are at least twelve, and up to twenty-four, years old, this is an outstanding result. Other Class Members who still own their covered MWOs but whose microwaves have ***not*** experienced door shattering may file a claim to receive a $5 payment, which Plaintiffs believe is fair given the age of the affected microwave units and the lack of manifestation of the alleged defect. *Id.* at ¶ 39.b. Finally, even consumers who purchased or owned a 1090/1095 MWO and did not experience glass door shattering, and ***who no longer have***

the MWO (and thus are no longer in a position to suffer a glass shattering incident) may file a claim for a $5 rebate on the purchase of another GE microwave oven. *Id.* at ¶ 39.c. In addition, GE has agreed to pay separately the costs of the Settlement Administrator, attorneys' fees and expenses of Settlement Class Counsel (within certain limitations, as specified in the Settlement Agreement) and Service Awards for the named Plaintiffs (within certain limitations, as specified in the Settlement Agreement), as described in further detail below.

Plaintiffs now request that the Court preliminarily certify a Settlement Class and preliminarily approve the proposed Settlement, permitting the Settlement Class to be given notice of the terms of the Settlement so that they can make an informed decision as to its merits. As explained in detail below, the Settlement is fair, reasonable, and adequate. The Settlement successfully resolves a large, complex case involving long-discontinued microwave ovens that otherwise would likely continue to be litigated for several more years, and gives Class Members who were most directly impacted by the alleged design defect a substantial $300 cash benefit while also fairly compensating other Class Members who did not actually suffer a shattering incident. Accordingly, Plaintiffs move the Court for entry of an order:

(1) Preliminarily approving the Settlement as set forth in the Settlement Agreement;

(2) Preliminarily certifying the Settlement Class;[2]

[2] As discussed below, the Settlement Class as defined in the Settlement Agreement expands upon the Class as previously certified by this Court in its ruling on Plaintiffs' Motion for Class Certification [ECF No. 257].

(3) Preliminarily appointing Plaintiffs Glen Grayson, Doreen Mazzanti, Daniel Levy, David Mequet, and Lauren Harris as the Settlement Class Representatives;

(4) Preliminarily appointing Hassan A. Zavareei, Esq. and Anna C. Haac, Esq. of Tycko & Zavareei LLP and Robert A. Izard, Jr., Esq., Seth R. Klein, Esq., and Mark P. Kindall, Esq. of Izard Kindall & Raabe LLP as Settlement Class Counsel;

(5) Approving the proposed Settlement Notice;

(6) Appointing Epiq Class Action & Claims Solutions, Inc. as Settlement Administrator;

(7) Preliminarily appointing Antonio C. Robaina (retired Connecticut Superior Court Judge) of McElroy, Deutsch, Mulvaney & Carpenter LLP, Hartford, Connecticut, as the Neutral Evaluator; and

(8) Scheduling a Final Approval Hearing.

II. BACKGROUND

A. Summary of Claims and Defenses

Plaintiffs, on behalf of themselves and all others similarly situated, brought this consumer protection class action to remedy dangerous defects in certain GE-branded microwave oven models manufactured between 1995 and 2007 (specifically, model numbers JEB 1090, JEB 1095, ZMC 1090 and ZMC 1095). *See* Complaint at ¶ 2. Plaintiffs alleged that these models were defectively designed and/or manufactured such that the glass on the MWO doors can suddenly and spontaneously shatter (including when the microwave is not in use). *Id.* at ¶¶ 25-34; *see generally id.* at ¶¶ 35-50. Plaintiffs further allege that GE knew that these MWO models

were defective since at least 2002, specifically identifying the root cause of the defect as being interference between the inside surface of the glass and the hinge spring inside the door assembly. *Id.* at ¶ 53. Plaintiffs allege, however, that despite this knowledge, Defendant actively and intentionally concealed these defects from Plaintiffs and the putative class. *See generally id.* at ¶¶ 51-61.

Defendant denies and disputes these allegations. *See generally* Defendant's Answer [ECF No. 109]. Moreover, Defendant has raised several substantive defenses that could undermine Plaintiffs' ability to establish liability and/or damages, including, among others, that the MWOs have already outlived their reasonable useful life (*see, e.g.*, [ECF No. 265] at 3); that Plaintiffs have failed to adduce sufficient evidence of a design defect (*see, e.g., id* at 36-46); and that even under Plaintiffs' own argument, only 1% to 2% of MWOs are expected ever to manifest the alleged defect (*i.e.*, have a glass shattering incident), which at most constitutes a reasonable manufacturing variance (*see, e.g.*, [ECF No. 351] at 25-28).

B. Procedural History and Discovery

1. *This Case Has Been Extensively Litigated*

Since Plaintiffs filed their initial Complaint on December 4, 2013 (*see* [ECF No. 1]), every aspect of this case has been thoroughly litigated.[3] Plaintiffs filed their First Amended Complaint on January 7, 2014. Defendant filed a motion to dismiss that complaint on February 28, 2014 [ECF No. 14], Plaintiffs filed their opposition on April 18, 2014 [ECF No. 26], and

[3] The initial complaint in this litigation was filed by Betty Harkey. *See* [ECF No. 1]. Ms. Harkey voluntarily withdrew her personal action on June 17, 2014. *See* [ECF No. 32]. At that time and thereafter, various of the current Plaintiffs joined this litigation, either directly or through consolidation of their claims. For the sake of simplicity and clarity, this memo simply refers to "Plaintiffs" throughout when discussing the procedural history of this matter.

Defendant filed its reply on May 2, 2014 [ECF No. 27]. Plaintiffs then voluntarily filed a Second Amended Complaint on July 14, 2014 [ECF No. 99], which Defendant moved to dismiss on July 28, 2014 [ECF No. 38]. Plaintiffs filed their opposition on August 21, 2014 [ECF No. 55], and GE filed its reply on September 3, 2014 [ECF No. 66]. The Court issued its order granting in part and denying in part Defendant's motion on April 30, 2015, while granting Plaintiffs leave to file an amended complaint [ECF No. 103].

Plaintiffs thereafter filed a Third Amended Complaint on May 21, 2015 [ECF No. 106], which Defendant moved to dismiss on August 17, 2015 [ECF No. 119]. Plaintiffs filed their opposition on September 8, 2015 [ECF No. 123], and GE filed its reply memorandum on September 22, 2015 [ECF No. 124]. The Court granted in part and denied in part Defendant's renewed motion on November 30, 2015, and granted leave for Plaintiffs to file another amended complaint [ECF No. 150]. Plaintiffs thereafter filed the operative Amended Consolidated Complaint [ECF No. 157] on December 21, 2015.

On April 1, 2016, Plaintiffs filed their Motion to Certify Class [ECF No. 162]. GE filed its opposition on June 1, 2016 [ECF No. 177], Plaintiffs filed their reply on August 19, 2016 [ECF No. 212], Defendant filed its surreply on December 30, 2016 [ECF No. 243], and, by direction of the Court, Plaintiffs filed their response to certain issues raised in Defendant's surreply on February 2, 2017 [ECF No. 248].[4] The Court issued its ruling on February 7, 2017 [ECF No. 257]. The Court found that Plaintiffs had standing to assert their Class claims and

[4] Defendant moved to strike and otherwise objected to portions of Plaintiff's Reply memorandum on September 1, 2016 [ECF Nos. 215, 216], Plaintiffs responded on September 26, 2019 [ECF Nos. 227, 228], and the Court denied GE's motions on November 30, 2016 [ECF No. 237].

certified a multistate ***liability*** consumer protection law class under Rule 23(c)(4). However, the Court also raised concerns that class damages could raise individualized damages issues and thus declined to certify a ***damages*** class at that time, without prejudice to Plaintiffs renewing their request later in the proceedings. *Id.* at 12, 16-17.[5] On July 28, 2017, the parties submitted competing proposals for Class Notice [ECF Nos. 302, 303], which motions remained pending at the time of Settlement.

On October 4, 2017, GE filed a motion for summary judgment [ECF No. 310]. Plaintiffs filed their opposition on November 1, 2017 [ECF No. 318], and GE filed its reply on December 8, 2017 [ECF No. 331]. In its memorandum in support of its motion, GE raised several potentially dispositive issues, including the argument that several of Plaintiffs' claims were time barred. [ECF No. 311] at 13-32. This motion remained pending at the time of Settlement.

On April 20, 2018, GE filed a Motion to Vacate the Court's class certification order [ECF No. 350], arguing, *inter alia*, that insofar as Plaintiffs' own expert had concluded that at most only 1% to 2% of 1090/1095 MWOs would experience actual glass shattering (*i.e.*, a manifestation of the alleged defect), certification was improper. [ECF No. 351] at 25-28. GE's motion to vacate also remained pending at the time of Settlement.

During much of the above litigation process, and as discussed further below, the parties engaged in continued settlement discussions. On May 11, 2018, the parties jointly moved for a stay pending a mediation of certain unresolved issues. *See* [ECF No. 354]. The Court thereafter closed this case administratively, directing the parties to file appropriate papers with the Court if the matter were successfully settled or refiling the various pending motions discussed above if

[5] Based on the specific classes advanced in Plaintiffs' motion, the Court also held "in abeyance" certification related to the Class' warranty claims. *See* [ECF No. 257] at 2 n.2.

the mediation was unsuccessful. *See* [ECF No. 355]. As discussed below, the parties managed to agree upon the outstanding terms of the Settlement with the assistance of the mediator, although it took additional months to finalize the complete Settlement Agreement, to devise a notice plan, and to retain a Settlement Administrator.

2. *Discovery Has Been Extensive*

Throughout the foregoing proceedings, both parties have conducted extensive discovery in order to thoroughly understand the strengths and weaknesses of their respective claims and defenses. For example, Defendant produced nearly 70,000 pages of documents, many of which are complex, multi-tab spreadsheets. Counsel for Plaintiffs carefully reviewed and analyzed each of these documents. Klein Decl. at ¶ 3.

In addition, the parties conducted extensive expert discovery. Both parties retained glass experts to jointly examine several MWO units, including both unused exemplars and some units where the glass had shattered. On October 15, 2015, Plaintiff served Defendant with three expert reports, including from experts on glass breakage analysis, statistics, and damages. On January 5, 2016, Defendant served plaintiff with three expert reports on the same topics. On March 9 and 23, 2016, Plaintiffs served rebuttal reports by their statistics and damages experts. Defendant moved to strike each of Plaintiffs' expert reports [*see* ECF Nos. 180, 183, 186], which motions the Court denied in all material aspects [ECF No. 258]. Many of these experts also sat for depositions. Klein Decl. at ¶ 4.

In conjunction with the Class Member depositions discussed below, the parties' respective glass experts again examined several additional Class Member microwaves in 2017. On November 15, 2017, Plaintiffs served three additional expert reports, including from their glass and statistics experts and by a regulatory expert. On December 14, 2017, Defendant moved

to strike Plaintiffs' regulatory expert [ECF No. 338] (which motion was still pending at the time of the Settlement; *see* [ECF No. 355]). On March 1 and 2, 2018, Defendant served its own additional expert reports on glass analysis and statistics. As in the earlier round of expert disclosures, several of the experts also sat for depositions. Klein Decl. at ¶ 5.

Indeed, the parties engaged in the depositions of ***30*** individuals (some of whom, including experts, were deposed more than once). The deponents included:

- several senior GE officers;
- a representative of Underwriters Laboratories, Inc., a global independent safety company that certified that the subject MWOs met certain safety standards;
- a representative of Samsung Electronics America, the American affiliate of the Korean company that manufactured the MWOs;
- Plaintiffs' glass, statistics, and damages experts;
- Defendant's glass and statistics experts;
- each of the Plaintiffs; and
- several additional individual Class Members.

Klein Decl. at ¶ 6.

Not only was the discovery in this case very extensive, but it was aggressively litigated by both sides from the beginning of the case. The parties engaged in numerous discovery conferences and negotiations throughout the pendency of the action, and also engaged in extensive discovery motion practice before this Court. *See, e.g.*, [ECF No. 45] (Plaintiffs' Motion to Compel General Electric Company to Produce Additional Microwave Safety Database

Documents), [ECF No. 128] (Motion to Compel or Exclude Evidence).[6] Accordingly, the parties have mutually conducted full discovery in this case.

3. *The Parties Have Engaged in Extensive Arms'-Length Mediations and Negotiations*

From the inception of the litigation, Plaintiffs have repeatedly reached out to Defendant to attempt to negotiate a fair settlement. As discovery proceeded and following many months of preliminary discussions, the parties agreed to a mediation before Judge William I. Garfinkel, which was held on February 22, 2016. Although the parties continued discussions following the mediation, the parties were unable to reach agreement at that time. Klein Decl. at ¶ 7.

Following the Court's certification of a Rule 23(c)(4) liability class, the parties resumed direct negotiations. The parties engaged in protracted settlement negotiations over the following months regarding substantive relief to the Class. However, the parties did not negotiate attorneys' fees until the Class relief had been finalized. The parties ultimately reached agreement on all material monetary terms with respect to class relief on or about January 22, 2018, as discussed above and embodied in the present Settlement Agreement at ¶ 39. Klein Decl. at ¶ 8.

The parties thereafter commenced negotiating attorneys' fees. On May 11, 2018, the parties agreed to proceed with a mediation on attorneys' fees before David Brodsky, an experienced mediator of complex litigation matters. The mediation took place on July 26, 2018, and, with Mr. Brodsky's assistance and pursuant to a "mediator's proposal," the parties agreed

[6] Moreover, Plaintiffs worked hard to ensure that evidence of Defendant's alleged wrongdoing remained public, filing multiple oppositions to Defendants' Motions to Seal the evidence set forth in briefs and affidavits. *See, e.g.* [ECF Nos. 61, 64, 79, 96, 107, 172, 191-94, 222-26, 239, 255, 277].

that GE would pay $1,350,000 total for attorneys' fees, expenses and Service Awards for the Settlement Class Representatives, which amount is separate from, and does not reduce, the awards to Settlement Class Members. *See* Settlement Agreement at ¶ 46. Klein Decl. at ¶ 9.

Although the parties had agreed on the core terms of the Settlement, they spent the next several months in painstaking negotiations of the full Settlement Agreement, including the form of the Settlement Notice to Class Members. The parties signed the Settlement Agreement in August 2019, and following several additional months of work with the selected Settlement Administrator, this Motion for Preliminary Approval followed. Klein Decl. at ¶ 10.

III. OVERVIEW OF THE SETTLEMENT AGREEMENT

The terms and conditions of the Settlement are set forth in the Settlement Agreement (Exhibit A to Klein Declaration). Below is a summary of the Settlement Agreement's terms.

A. The Settlement Class

The Settlement Agreement defines Class Members as "all persons (other than retailers, resellers, or wholesalers) residing in the United States of America who purchased or owned a Covered Microwave at any time during the Settlement Class Period." *See* Settlement Agreement at ¶ 4. Accordingly, and substituting in all defined terms, the Settlement Class is defined as

> All persons (other than retailers, resellers, or wholesalers) residing in the United States of America who purchased or owned a microwave oven bearing the GE Profile or GE Monogram brand, and bearing a model number beginning with JEB1090, JEB1095, ZMC1090, or ZMC1095, at any time during the period from January 1, 1995 through the date of the entry of the Preliminary Approval Order.

See generally Settlement Agreement at Article I.

B. The Settlement Relief

Under the Settlement Agreement, Settlement Class Members whose 1090/1095 microwave oven door spontaneously broke or shattered are entitled to receive $300 in

compensation. Settlement Agreement at ¶ 39.a. Moreover, this amount is solely for the damage to the microwave unit; the Settlement and Release expressly ***excludes*** claims for personal injury, leaving class members who were injured (if any) free to pursue such claims ***in addition*** to the Class award. *Id.* at ¶¶ 19-21.

Class Members who still own their covered MWOs but whose microwaves have ***not*** experienced door shattering may file a claim to receive a $5 payment as compensation for having paid for MWOs with a design defect (even if that defect has not manifested in the 12 to 24 years since the microwaves were manufactured). *Id.* at ¶ 39.b. Similarly, Class Members who purchased or owned a 1090/1095 MWO and did not experience glass door shattering, and ***who no longer have the MWO*** (and thus are no longer in a position to suffer a glass shattering incident at all) may still file a claim for a $5 rebate on the purchase of another GE microwave oven. *Id.* at ¶ 39.c.

Plaintiffs do not believe injunctive relief is necessary in addition to the relief set forth above given the age of the microwaves and that they were last manufactured over 12 years ago.[7]

C. Notice to Class Members

Every Class Member who either (i) submitted a warranty form to Defendant following purchase of a 1090/1095 MWO and so was entered into GE's Product Registration Database, or (ii) contacted GE regarding their 1090/1095 MWO for a variety of potential reasons (including

[7] Samsung Electronics Co, Ltd. ("Samsung"), the manufacturer of the MWOs at issue in this litigation, has agreed to pay the benefits due to Settlement Class Members (as well as, *inter alia,* any fees and expenses awarded to Settlement Class Counsel) on Defendant's behalf pursuant to an "Agreement for Payment of Settlement-Related Payments" between Defendant, Samsung, and Haier US Appliance Solutions, Inc. d/b/a GE Appliances, a Haier Company (which purchased GE's appliance business subsequent to the manufacture of the relevant MWOs). This agreement is formally "acknowledged and consented to" by Settlement Class Counsel. A copy of this agreement is attached to the Klein Decl. as Ex. B.

but not limited to a glass breakage incident) and so were entered into Defendant's Product Safety Database, Factory Service Database, or Oracle Service Cloud will receive individualized postcard notice of the Settlement in the form attached as Exhibit A to the Settlement Agreement. In addition, every Class Member who registered an email address with GE in one of these databases will ***also*** receive email notice of the Settlement in the form attached as Exhibit B to the Settlement Agreement. *See* Settlement Agreement at ¶¶ 22, 38.a, b and c. For Class Members who never registered their U.S. Mail or email addresses with GE, the proposed Settlement Administrator has devised an internet campaign that, taking into account the size of the settlement and the age of the relevant MWOs and in combination with the direct mail and email notice discussed above, reasonably targets and provides notice to at least 70% of Class Members. *See* Declaration of Cameron Azari (Director of Legal Notice for Hilsoft Notifications, a business unit of Epiq Class Action & Claims Solutions, Inc. ("Epiq")) ("Azari Decl.")**)** (attached to the Klein Decl. as Ex. C) at ¶¶ 9-27; Settlement Agreement at ¶ 38.e. In addition, the Settlement Administrator will send a notice to the ten largest distributors of the covered MWOs in that the United States requesting that the distributor post a Distributor Notice (in the form attached to as Exhibit C to the Settlement Agreement) in a public place. Settlement Agreement at ¶ 38.d. Each of the foregoing notices includes the web address of the Settlement website established by the Settlement Administrator and a toll-free number that Class Members can call with their questions.

The Settlement website established by Settlement Administrator will include a link to download the Long Notice (in the form attached to the Settlement Agreement as Exhibit D) as well as links to key documents in the case, a Frequently Asked Questions page, and a link for Class Members to get information about the Settlement in Spanish. *See* Settlement Agreement at

¶ 38.f; Azari Decl. at ¶¶ 23-25; Klein Decl. at ¶ 11. Claim Forms will also be available on the website tailored to each category of relief available to claimants. *See* Exhibit E to the Settlement Agreement; Settlement Agreement at ¶ 38.g. Class Members who previously submitted a complaint about shattering glass (and so who are listed in the Safety Database) will receive unique claimant identifiers on their postcard notices that will automatically provide the appropriate claim form (*i.e.*, the $300 claim form for people who experienced shattered glass). All Class Members can file their claim forms either electronically on the website or by paper. Settlement Agreement at ¶ 38.g; Azari Decl. at ¶ 23.

D. Released Claims

Plaintiffs and Class Members will provide a release to Defendants and the other Released Entities covering the claims that were or could have been asserted in the operative Complaint. *See* Settlement Agreement at ¶¶ 19, 20, and 21. Specifically excluded from the release are claims for personal injury. *Id.* at ¶ 19.

E. Attorneys' Fees and Costs and Settlement Class Representative Service Awards

The Settlement Agreement provides that Settlement Class Counsel may seek an award of attorneys' fees and expenses and Service Awards for the Settlement Class Representatives not to exceed a total of $1,350,000. Settlement Agreement at ¶ 46. This sum, if approved by the Court, will be paid by GE separate from the benefits payable to Settlement Class Members and so will not reduce Settlement Class Member payments. *Id.* Plaintiffs will ask the Court to approve Service Awards (included in the overall $1,350,000 cap) of $5,000 each. The Settlement is not contingent on the Court granting Settlement Class Counsel's request for fees or expenses or Plaintiffs' requests for service awards. *Id.*

IV. PRELIMINARY APPROVAL IS APPROPRIATE

Public policy strongly favors the pretrial settlement of class action lawsuits. *See Strougo v. Bassini*, 258 F. Supp. 2d 254, 257 (S.D.N.Y. 2003); *see also In re Warner Chilcott Ltd. Sec. Litig.*, No. 06 Civ. 11515, 2008 WL 5110904, at *1 (S.D.N.Y. Nov. 20, 2008) ("The settlement of complex class action litigation is favored by the Courts.") (citations omitted); *In re PaineWebber Ltd. Partnerships Litig.*, 147 F3d 132, 138 (2d Cir. 1998); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 116 (2d Cir. 2005). However, Fed. R. Civ. P. 23(e) requires judicial approval for any class-wide compromise of claims, and approval of a proposed settlement is a matter within the district court's discretion. Once a proposed class action settlement is reached, "a court must determine whether the terms of the proposed settlement warrant preliminary approval. In other words, the court must make a 'preliminary evaluation' as to whether the settlement is fair, reasonable and adequate." *In re Currency Conversion Fee Antitrust Litig.*, MDL No. 1409, 2006 WL 3247396, at *5 (S.D.N.Y. Nov. 8, 2006) (citations omitted); *see also In re NASDAQ Market-Makers Antitrust Litig.*, 176 F.R.D. 99, 102 (S.D.N.Y. 1997) ("Preliminary approval of a proposed settlement is the first in a two-step process required before a class action may be settled.").

Under Rule 23, courts considering approval of class action settlements follow a three-step procedure. *See* MANUAL FOR COMPLEX LITIGATION, FOURTH ("MCL"), §§ 21.632 - 21.634 (2015); *see also Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 345 (2011). First, a court must preliminarily approve the proposed settlement. *See* MCL § 21.632. Second, notice of the settlement is disseminated to all affected class members. *Id.* § 21.633. Third, the court holds a hearing at which class members may be heard regarding the settlement, and at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement may be presented. *Id.* §

21.634. This procedure safeguards the due process rights of class members and enables the court to fulfill its role as the guardian of class interests. *See* William B. Rubenstein, NEWBERG ON CLASS ACTIONS § 13.1 (5th ed. updated 2015).

Preliminary approval of the proposed Settlement is appropriate here because it is both procedurally and substantively fair, adequate, and reasonable. *See* Fed. R. Civ. P. 23(e). Effective December 1, 2018, Federal Rule 23 was amended to provide that preliminary approval should be granted, and notice to the class authorized, if "the court will likely be able to . . . approve the proposal under Rule 23(e)(2)." Fed. R. Civ. P. 23(e)(1)(B)(i). Rule 23(e)(2), in turn, now codifies factors to be considered in determining whether a settlement merits final approval:

> (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:
>
> (i) the costs, risks, and delay of trial and appeal;
>
> (ii) the effectiveness of any proposed method 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);[8] and
>
> (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2). This standard is easily met here.

[8] Rule 23(e)(3) requires that "[t]he parties seeking approval must file a statement identifying any agreement made in connection with the proposal." In addition to the Settlement Agreement itself, there is an "Agreement for Payment of Settlement-Related Payments" between Defendant, Samsung, and Haier US Appliance Solutions, Inc. d/b/a GE Appliances, a Haier Company, which is attached to the Klein Decl. Ex. B.

A. The Proposed Settlement Was Negotiated at Arm's Length and Plaintiffs and Class Counsel have Adequately Represented the Class

Where a settlement is reached only after extensive arm's-length negotiations by competent counsel who had more than adequate information regarding the circumstances of the action and the strengths and weaknesses of their respective positions, it is entitled to a "strong initial presumption of fairness." *In re PaineWebber Ltd., P'ships Litig.*, 171 F.R.D. 104, 125 (S.D.N.Y. 1997), *aff'd*, 117 F.3d 721 (2d Cir. 1997). The opinion of experienced counsel supporting the Settlement is entitled to considerable weight in a court's evaluation of a proposed settlement. *In re Michael Milken & Assoc. Sec. Litig.*, 150 F.R.D. 57, 66 (S.D.N.Y. 1993); *see also Edwards v. North American Power & Gas LLC*, No. 14-cv-01714 (VAB), 2018 WL 1582509, at * (D. Conn. March 30, 2018) (granting preliminary approval to class settlement where [t]he parties engaged in extensive settlement discussions" over several years "includ[ing] multiple mediation attempts and private settlement attempts").

Here, Plaintiffs have engaged in extensive litigation, discovery and arms'-length negotiation with Defendant to arrive at the Settlement. As set forth above, this case has been vigorously litigated over the course of several years. The parties engaged in thorough fact and expert discovery (including depositions of GE officers, the parties' respective experts, third parties, and each named Plaintiff); extensive motion practice (including motions to dismiss, for class certification, for summary judgment, to strike expert reports, and other discovery matters); and a multi-year negotiation process, including mediations conducted by both Judge Garfinkel and another respected third-party mediator. Plaintiffs and GE have aggressively represented their interests, and even a cursory review of the over 350 entries in the docket reveals an

aggressively-litigated process. Accordingly, Plaintiffs respectfully submit that there can be no question that this Settlement resulted from serious, informed negotiations.

Moreover, in approving class action settlements, courts often defer to the judgment of experienced counsel who have engaged in arm's-length negotiations. *See In re Aggrenox Antitrust Litig.*, No. 14 Civ. 02516, 2017 WL 4278788, at *3 (D. Conn. Sept. 19, 2017) ("The Court finds that the proposed settlement, which . . . was arrived at by arm's-length negotiations by highly experienced counsel after years of litigation, falls within the range of possibly approvable settlements . . . ."). Here, Class Counsel believe that the Settlement is fair and achieves an excellent result for Class Members. Class Counsel have substantial experience in consumer protection class actions and other complex litigation, have been appointed class counsel in numerous prior cases, including cases against independent energy companies. *See, e.g.*, Klein Decl., Ex. D (Firm Resume of Izard Kindall & Raabe LLP), Ex. E (Firm Resume of Tycko & Zavareei LLP). Further, Class Counsel have vigorously represented the interests of the Class throughout all phases of this three-year, multi-jurisdictional litigation.

B. The Relief Provided is Adequate in Light of the Costs, Risks and Delay of Litigation

The adequacy of the amount offered in settlement must be judged "not in comparison with the possible recovery in the best of all possible worlds, but rather in light of the strengths and weaknesses of plaintiffs' case." *In re "Agent Orange" Prod. Liab. Litig.*, 597 F. Supp. 740, 762 (E.D.N.Y. 1984), *aff'd*, 818 F.2d 145 (2d Cir. Apr. 1987). Moreover, the Court need only determine whether the Settlement falls within a "'range of reasonableness.'" *PaineWebber*, 171 F.R.D. at 130 (citation omitted).

Here, as discussed above, the Settlement awards Class Members $300 if the glass in their MWOs has spontaneously shattered. Moreover, the 1090/1095 MWOs were manufactured between 1995 and 2007 and so, at a minimum, are over twelve years old. GE has argued vigorously, and undoubtedly would continue to argue at any trial, that the relevant microwaves have already well exceeded their useful life. *See e.g.* [ECF No. 265] at 3. Plaintiffs respectfully submit that a $300 recovery for a microwave between 12 and 24 years old which had an original retail price of approximately $800 is an outstanding result, especially insofar as any claims for personal injury are, as discussed above, specifically ***excluded*** from the release.

Although Class Members who have not suffered a glass shattering incident receive a lower award, Plaintiffs respectfully submit the amount is adequate and fair in light of the harm suffered. Absent a glass shattering incident, the only harm suffered by these Class Members is that they paid marginally too much for a product with an alleged design defect that, for them, has remained latent and never manifested. Given, again, the age of the relevant microwaves (between 12 and 24 years old), and thus the extended period of time these Class Members had use of their microwaves without incident (which GE has maintained was in excess of the expected useful life of the product), the award to these claimants is proper and reasonable.[9]

Moreover, in assessing the proposed Settlement, the Court should balance the benefits afforded the Class, including the *immediacy* and *certainty* of a recovery, against the continuing risks of litigation. *Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974). While Class

[9] Courts in this District have routinely approved "claims made" settlements like this one, where the award is based upon a set or formulaic per-person recovery rather than division of an overarching settlement fund. *See, e.g.*, final approval orders in *Sanborn v. Viridian Energy Inc.*, No. 14-cv-01731 (SRU) (D. Conn. June 27, 2018) ([ECF No. 186] on the *Sanborn* docket); *Edwards v. North American Power & Gas, LLC*, No. 14-01714 (VAB) (D. Conn. August 3, 2018) ([ECF No. 133] on *Edwards* docket).

Counsel believe that Plaintiffs' claims are meritorious, Class Counsel are both experienced and realistic and understand that the resolution of liability issues, the results at trial, and the inevitable appeals process are inherently uncertain in terms of outcome and duration. *See In re PaineWebber Ltd. P'ships Litig.*, 171 F.R.D. 104, 126 (S.D.N.Y 1997) ("Litigation inherently involves risks."). Indeed, "the primary purpose of settlement is to avoid the uncertainty of a trial on the merits." *Siler v. Landry's Seafood House–North Carolina, Inc.*, No. 13 Civ. 587, 2014 WL 2945796, at *6 (S.D.N.Y. June 30, 2014).

Here, Plaintiffs and the Class faced a significant risk that they would receive no recovery ***at all*** but for the settlement. As an overarching matter, this Court previously certified a liability-only class, and expressly declined to certify a damages class. *See* [ECF No. 257]. Although this Court entered its ruling without prejudice to Plaintiffs renewing their motion for a damages class at a later time, Plaintiffs plainly faced a substantial risk that the Court would continue to decline to certify a damages class, leaving Class Members at most with a liability judgment regarding 12 to 24 year-old microwaves that they would have to try to enforce on their own.[10]

Even as to the liability-only class certified by the Court, Plaintiff faced substantial hurdles. In addition to GE's "reasonable useful life" argument (based on the age of the affected units), GE has several arguments that, if successful, could foreclose liability altogether (or, if Plaintiffs eventually succeeded in certifying a damages class, could greatly reduce damages). For example, Plaintiffs' ability to prevail on their liability claims will largely come down to a

[10] The Settlement addresses the Court's concern in its Class Certification Order that a damages class may not be feasible due to possible individualized damages issues by enabling individual Class Members to make their own individual claims for damages, which will be evaluated individually in the settlement process, with disputes to be resolved by the Neutral Evaluator. *See* Settlement Agreement at ¶¶ 38-40.

"battle of the experts" between the parties' respective glass analysis experts. Although Plaintiffs are confident in their expert's analysis of the design defect in the 1090/1095 MWO glass door assemblies, his analysis is strongly contested. *See, e.g.*, [ECF No. 180]. GE has submitted its own expert counter-analysis. Absent the settlement, Plaintiffs run the substantial risk that the factfinder would credit GE's expert over Plaintiffs' expert at trial. *See, e.g.*, *Edwards*, 2018 WL 1582509, at *8 (granting preliminary approval to class settlement where "there is no guarantee that the jury would accept any, much less all, of Plaintiff's expert's analysis") (internal quotation marks and edits omitted).

Likewise, as discussed above, GE has argued that Plaintiff's own statistical expert had concluded that at most only 1% to 2% of 1090/1095 MWOs would manifest the defect and experience glass shattering. *See* [ECF No. 351] at 25-28. Although Plaintiffs' expert believes this fact is consistent with the existence of a design defect (that does not always manifest), GE vehemently disagrees (*see, e.g.*, [ECF No. 183]) and has submitted its own expert report to the contrary. Again, absent the Settlement, the factfinder at trial could agree with Defendant's expert.

Moreover, even if the factfinder accepted the existence of a design defect, and even if the Court ultimately certified a damages class, the Court or jury could conclude that Class Members for whom the defect remained latent (and thus who did not experience a shattered-glass incident) did not suffer damages. Plaintiffs' damages expert has opined that even a latent defect causes damages (because a Class Member who paid for a product with a defect paid too much, as compared to a defect-free product). But the factfinder could agree with Defendant's damages expert and conclude, for example, that a latent defect does not give rise to money damages at all.

In addition to the foregoing substantive risks that Plaintiffs would be unable to prove liability at trial (and would never get certification of a damages class at all), "[t]he expense and possible duration of the litigation are major factors to be considered in evaluating the reasonableness of [a] settlement." *Milstein v. Huck*, 600 F. Supp. 254, 267 (E.D.N.Y. 1984). The costs and risks associated with maintaining this litigation to a verdict, not to mention through the inevitable appeals, will be high, and the process will require significant use of the Court's time and resources. Further, even in the event that the Class could recover a larger judgment after a trial, the additional delay through trial, post-trial motions, and the appellate process could deny the Class any recovery for many years, thus reducing any additional sums potentially recoverable on behalf of the Class. *Edwards*, 2018 WL 1582509, at *8 (granting preliminary approval where "absent settlement, the resulting fact intensive trials will also result in significant expenses to all parties" because "[a]ny judgment will likely be appealed, extending the costs and duration of the litigation"); *Hicks v. Morgan Stanley & Co.*, No. 01 Civ. 10071, 2005 WL 2757792, at *6 (S.D.N.Y. Oct. 24, 2005) ("Further litigation would necessarily involve further costs [and] justice may be best served with a fair settlement today as opposed to an uncertain future settlement or trial of the action."); *Strougo*, 258 F. Supp. 2d at 261 ("even if a shareholder or class member was willing to assume all the risks of pursuing the actions through further litigation . . . the passage of time would introduce yet more risks . . . and would, in light of the time value of money, make future recoveries less valuable than this current recovery").

C. The Settlement Provides an Effective Means of Distributing Relief to Class Members

The amended Fed. R. Civ. P. 23(e)(2)(C)(ii) requires the Court to consider "the effectiveness of any proposed method of distributing relief to the class, including the method of

processing class-member claims." Here, every Class Member who filled out a warranty card for a 1090/1095 microwave or who submitted a report to GE that their MWO glass had spontaneously shattered will receive direct mail notice (and, in addition, direct email notice where email addresses are available). *See* Settlement Agreement at ¶ 38.a, b, and c. The parties have worked with a nationally recognized Settlement Administrator to develop a plan to provide notice to other Class Members (who chose not to submit warranty cards and did not file any complaints or obtain service through GE) through an internet advertising campaign. *See* Azari Decl. at ¶¶ 17-21. The Settlement Agreement includes proposed Claim Forms that specifically request the information that claimants must provide for each category of potential benefit. *See* Claim Forms (attached to the Settlement Agreement as Exhibit E). In the event that there is any dispute about whether a particular claimant is entitled to relief, the Settlement Agreement includes an arbitration process (which GE will pay for) under which any such dispute will be decided by the Honorable Antonio C. Robaina (Ret.), a retired Connecticut state court judge. *See* Settlement Agreement at ¶¶ 15, 40. Accordingly, Plaintiffs respectfully submit that the parties have developed a reasonable and effective means of distributing Settlement proceeds to individual Class Members.

D. The Provisions of the Settlement Related to Attorneys' Fees are Reasonable

The amended Rule 23(e)(2)(C)(iii) requires the Court to consider "the terms of any proposed award of attorney's fees, including timing of payment." Here, Plaintiffs respectfully submit that that the requested attorney's fees are fair and reasonable. Specifically, GE has agreed not to oppose any request by Plaintiffs for an award of up to $1,350,000.00 that includes all attorneys' fees and expenses and Lead Plaintiff service awards. *See* Settlement Agreement at ¶ 46. As discussed above, Plaintiffs and their counsel negotiated this amount under the oversight

of an experienced mediator, and these negotiations occurred only ***after*** the substantive amounts to be paid to Class Members had been finalized. Klein Decl. at ¶¶ 8-9. The $1,350,000 cap is already well under ***half*** of the approximately $3.5 million in current aggregate lodestar of Class Counsel (not even including expenses and the lead plaintiff service award), resulting in a negative fee multiplier of ***0.39***.[11] *See* Klein Decl. at ¶ 9. Moreover, Class Counsel anticipate needing to spend significant additional time on this litigation responding to Class Member inquiries and seeking Final Approval for the Settlement, beyond the time already incorporated into the preset lodestar figure. *Id.*

Nor are Class Members adversely affected by the fees that Class Counsel intend to seek. Pursuant to the Settlement Agreement (at ¶ 46), GE has agreed to pay a maximum of $1,350,000 in fees, expenses and lead plaintiff awards using its own resources, which means that these payments will ***not*** reduce the benefits provided to Class Members. Where, as here, "the parties agree to a fee that is to be paid separately by the Defendant[] rather than one that comes from, and therefore reduces, the Settlement Fund available to the class, the Court's fiduciary role in overseeing the award is greatly reduced because the danger of conflicts of interest between attorneys and class members is diminished." *Kemp-DeLisser v. St. Francis Hospital and*

[11] Class Counsel's current expenses are approximately $400,000. *See* Klein Decl. at ¶ 9. As with Class Counsel's fees, these expenses will only increase as this litigation moves through the final approval process. Precise figures for Class Counsel's lodestar and expenses will be included with Plaintiffs' Motion for Final Approval of the Settlement (should the Court grant Preliminary Approval). Class Counsel also intend to seek a $5,000 Lead Plaintiff service awards for each of the five Lead Plaintiffs, in light of their extensive efforts in this litigation (including sitting for individual depositions). Both expenses and Lead Plaintiffs award will be covered by the $1,350,000 cap and so reduce the amount actually available for Class Counsel fees. Settlement Agreement at ¶ 46.

Medical Center Fin. Committee, No. 15-cv-1113 (VAB), 2016 WL 6542707, at *14 (D. Conn. Nov. 3, 2016) (internal quotation marks and citation omitted).

Moreover, the Settlement is not contingent upon approval of attorneys' fees or any Service Award. Settlement Agreement at ¶ 46. Rather, the Court will separately and independently determine the appropriate amount of fees, costs, and expenses to award to Class Counsel and the appropriate amount of any awards to the Plaintiffs. *Id.*

Accordingly, Plaintiffs respectfully submit that the $1,350,000 amount that GE has agreed to pay for fees, expenses, and a lead plaintiff service award, is fair and reasonable.

E. The Settlement Treats Class Members Equitably Relative to Each Other

The Proposed Settlement treats class members equitably relative to each other, as required by Federal Rule 23(e)(2)(D). The differing amounts awarded to different Class Members is directly related to the harm they suffered (*i.e.,* whether they experienced a spontaneous glass shattering incident) and, if the Class Member did ***not*** suffer glass breakage, whether they still possess a 1090/1095 MWO. Thus, the three tiers of Class Member awards are justified by Class Members' different situations. *See Collins v. Olin Corp.*, 248 F.R.D. 95, 105 (D. Conn. 2008) ("It is very common" for class actions "to involve differing damage awards for different class members") (quotation marks and citation omitted).

As discussed above, Plaintiffs also intend to request named Plaintiff Service Awards not to exceed $5,000 each for their work prosecuting the case on behalf of the Class. Providing named plaintiff case contribution awards to consumers who come forward to represent a class is a necessary and important component of class action practice. *See Hall v. ProSource Technologies, LLC*, No. 14 Civ. 2502 (SIL), 2016 WL 1555128, at *9 (E.D.N.Y. Apr. 11, 2016) ("Courts regularly grant requests for service awards in class actions to compensate plaintiffs for

the time and effort expended in assisting the prosecution of the litigation, the risks incurred by becoming and continuing as a litigant, and any other burdens sustained by the plaintiffs.") (internal quotations and citations omitted); *Viafara v. MCIZ Corp.*, No. 12 Civ. 7452 (RLE), 2014 WL 1777438, at *16 (S.D.N.Y. May 1, 2014); *Elliot v. Leatherstocking Corp.*, No. 10 Civ. 0934 (MAD) (DEP), 2012 WL 6024572, at *7 (N.D.N.Y. Dec. 4, 2012). Accordingly, awarding Plaintiffs an additional sum for personally extending themselves to benefit the Class as a whole is fair, reasonable and equitable.

* * *

In sum, taking into account all factors for consideration, Plaintiffs respectfully submit that the proposed Settlement merits preliminary approval and full consideration by the Settlement Class.

V. THE PROPOSED CLASSES MEET THE PREREQUISITES FOR CLASS CERTIFICATION UNDER FED. R. CIV. P. 23

For settlement purposes only, Plaintiffs seek certification of the following Settlement Class:

> All persons (other than retailers, resellers, or wholesalers) residing in the United States of America who purchased or owned a microwave oven bearing the GE Profile or GE Monogram brand, and bearing a model number beginning with JEB1090, JEB1095, ZMC1090, or ZMC1095, at any time during the period from January 1, 1995 through the date of the entry of the Preliminary Approval Order.

Fed. R. Civ. P. 23(a) sets forth four prerequisites to class certification referred to in the short-hand as: (i) numerosity; (ii) commonality; (iii) typicality; and (iv) adequacy of representation. In addition, a class must meet one of the three requirements of Fed. R. Civ. P. 23(b).

A. Numerosity, Commonality and Typicality

The Class meets the numerosity, commonality, and typicality standards of Fed. R. Civ. P. 23(a)(1)-(3). First, the number of proposed Class Members is such that it is impractical to join all of the Class Members in one lawsuit. *See Cross v. 21st Century Holding Co.*, No. 00 Civ. 4333 (MBM), 2004 WL 307306, at *1 (S.D.N.Y. Feb. 18, 2004) (certifying where the number of persons in the class logically exceeded 100). Here, approximately 68,000 covered 1090/1095 MWOs were sold to Class Members. *See* Klein Decl. at ¶ 12.

Second, there are substantial questions of law and fact common to all Class Members. Plaintiffs' claims all revolve around a core factual allegation: Defendant's 1090/1095 microwaves had a design defect that could cause the glass door to spontaneously shatter. As this Court already noted in certifying a liability class, "common issues exist concerning the microwaves' design or manufacturing defect … and GE's knowledge or concealment of the defect. Common evidence will be essential to each class members' claim of defect, fraudulent concealment, breach of warranty, and violation of consumer protection laws." [ECF No. 257] at 7.

Finally, Plaintiffs' claims are "typical" of other Class Members' claims because they were subjected to a uniform alleged design defect. As this Court has already held, "[P]laintiffs' claims are typical of the class because all of the microwaves at issue are alleged to have the same defect that caused the glass shattering. Further, the alleged concealment by [D]efendant with respect to the defect applies to the claims of the [C]lass." *Id.* at 8. Accordingly, as the Court concluded, "the typicality requirement is met." *Id.*

B. Adequacy of Representation

The adequacy requirement in Fed. R. Civ. P. 23(a)(4) requires Plaintiffs to demonstrate that: (1) there is no conflict of interest between Plaintiffs and the other Class Members; and (2) Class Counsel are qualified, experienced, and capable of conducting the action. *See In re AOL Time Warner ERISA Litigation*, No. 02-8853, 2006 WL 2789862, at *3 (S.D.N.Y. Sept. 27, 2006).

Plaintiffs do not have any claims antagonistic to or in conflict with those of the other Class Members, as Plaintiffs are pursuing the same legal theories as the rest of the Class relating to the same course of GE's conduct. Moreover, named plaintiffs in a class action can settle claims on behalf of Class Members from states where no named plaintiff resides as long as notice is sufficient. *Langan v. Johnson & Johnson Consumer Companies, Inc.* 897 F.3d 88, 92-96 (2d Cir. 2018); *Phillips Petroleum Co. v. Shutts*, 105 S.Ct. 2965, 472 U.S. 797, 806-14 (1985).

With regard to Class Counsel's qualifications, both Class Counsel firms have extensive backgrounds in litigating complex litigation and consumer class actions, have been appointed class counsel in prior cases, and have the resources necessary to prosecute this action to its conclusion. *See, e.g.*, Klein Decl. at Exhibits D (Firm Resume of Izard Kindall & Raabe LLP), E (Firm Resume of Tycko & Zavareei LLP).

C. Predominance of Common Issues and Superiority

Fed. R. Civ. P. 23(b)(3) authorizes class actions to proceed where "questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and [] a class action is superior to other available methods for fair and efficient adjudication of the controversy. The matters pertinent to these findings include: (A) the

class members' interests in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already begun by or against class members; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (D) the likely difficulties in managing a class action." *Id.* The "predominance" and "superiority" provisions were intended "to cover cases 'in which a class action would achieve the economies of time, effort, and expense, and promote . . . uniformity of decision as to persons similarly situated, without sacrificing procedural fairness or bringing about other undesirable results." *In re Lupron Mktg. and Sales Practices Litig.*, 228 F.R.D. 75, 92 (D. Mass. 2005) (citing *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 615 (1997)).

Where, as here, a court is deciding on the certification question ***in the context of a proposed settlement class***, questions regarding the manageability of the case for trial purposes do ***not*** have to be considered. *Amchem*, 521 U.S. at 619.[12] Moreover, predominance "does not require that ***all*** questions of law or fact be common; it only requires that the common questions *predominate* over individual questions." *Dura-Bilt Corp. v. Chase Manhattan Corp.*, 89 F.R.D. 87, 93 (S.D.N.Y. 1981) (emphasis added); *see Myers v. Hertz Corp.*, 624 F.3d 537 (2d Cir. 2010) (predominance is satisfied "if resolution of some of the legal or factual questions that qualify each class member's case as a genuine controversy can be achieved through generalized proof, and if these particular issues are more substantial than the issues subject only to individualized proof."). In addition, predominance focuses on "the conduct of the defendant rather than that of individual plaintiffs, making it particularly susceptible to common,

[12] The remaining elements of Rule 23(b)(3), however, continue to apply in settlement-only certification situations. *Id.* at 619.

generalized proof." *Schwab v. Philip Morris USA, Inc.*, 449 F. Supp. 2d 992, 1115 (E.D.N.Y. 2006).

Moreover, it is well-established that in determining whether common questions predominate, the Court's inquiry should be directed primarily toward the issue of liability. *See McBean v. City of New York*, 228 F.R.D. 487, 502 (S.D.N.Y. 2005). As the Second Circuit held in *Sykes v. Mel S. Harris and Associates LLC*, 780 F.3d 70 (2d Cir. 2015), "[c]ommon issues may predominate when liability can be determined on a class-wide basis, even when there are some individualized damage issues." *Id.* at 81; *see also Mahon v. Chicago Title Ins. Co.*, 296 F.R.D. 63, 75 (D. Conn. 2013) ("In particular, courts should 'focus on the liability issue ... and if the liability issue is common to the class, common questions are held to predominate over individual ones.'") (quoting *Dura-Bilt Corp. v. Chase Manhattan Corp.*, 89 F.R.D. 87, 93 (S.D.N.Y. 1981))

Plaintiffs' theory in this case is that Defendant breached its warranties and various consumer protection statutes by selling microwaves with alleged design defects. Complaint at ¶¶ 62-230 (Counts I through XVI).[13] Either GE did engage in such misconduct or it did not. In either event, the question predominates over any individual issues. Moreover, any state law distinctions in warranty or consumer protections claims between states "do not defeat the commonality and predominance requirements in the settlement context because the state-law distinctions impact trial manageability, which is relevant principally with respect to litigation at trial." *Elkind v. Revlon Cons. Prod. Corp.*, No. 14-2484 (JS)(AKT), 2017 WL 9480894, at *15

[13] As discussed above, in its order certifying a consumer protection class, this Court held "in abeyance certification related to" the Class' warranty claims. *See* [ECF No. 257] at 2 n.2. Accordingly, those warranty claims remain pending in this litigation.

n.3 (E.D.N.Y. March 9, 2017) (magistrate report and recommendation), *adopted in full by Elkind v. Revlon Cons. Prod. Corp.*, No. 14-2484 (JS)(AKT), 2017 WL 1169552, at *2 (E.D.N.Y. March 29, 2017); *Sullivan v. DB Investments, Inc.*, 667 F.3d 273, 303–04 (3d Cir. 2011) ("variations [in state laws] are irrelevant to certification of a settlement class since a settlement would eliminate the principal burden of establishing the elements of liability under disparate laws") (quotations and citations omitted).[14] Even if state law differences were relevant, common questions of fact predominate related to Plaintiffs' claim that the microwaves are defectively designed and whether defendant concealed the allegedly known defect. To the extent that the Court previously ruled that damages issues required an individualized inquiry, the proposed Settlement Agreement adequately addresses the Court's concerns by enabling individual Class Members to make their own individual claims for damages, which will be evaluated individually in the settlement process, with disputes to be resolved by the Neutral Evaluator.

Indeed, the Second Circuit has long acknowledged the propriety of certifying classes solely for settlement purposes. *See Weinberger v. Kendrick*, 698 F.2d 61, 72-73 (2d Cir. 1982). Further, any concerns about variations in state law should be assuaged by the fact that Settlement Class members can opt out of the settlement. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 810–11 (1985). Accordingly, this Court should find the predominance requirement is satisfied.

The superiority requirement of Fed. R. Civ. P. 23(b)(3) is also satisfied. Under this requirement, "maintaining the present action as a class action must be deemed by the court to be superior to other available methods of adjudication. A case will often meet this standard

[14] *See also Simerlein v. Toyota Motor Corp.*, No. 17-cv-1091 (VAB), 2019 WL 1435055, at *6, 7, 12 (D. Conn. Jan. 14, 2019) (granting preliminary approval to nationwide class where only nationwide claim was breach of warranty claim).

when 'common questions of law or fact permit the court to consolidate otherwise identical actions into a single efficient unit.'" *Bynum v. Dist. Of Columbia,* 217 F.R.D. 43, 49 (D.D.C. 2003) (citations omitted); *see also Wells v. Allstate Ins. Co.,* 210 F.R.D. 1, 12 (D.D.C. 2002) (class actions favored "where common questions of law or fact permit the court to 'consolidate otherwise identical actions into a single efficient unit.'").

A class action is not only the most desirable, efficient, and convenient mechanism to resolve Class Members' claims, but it is almost certainly the only fair and efficient means available to adjudicate such claims. *See, e.g., Phillips Petroleum Co. v. Shutts,* 472 U.S. 797, 809 (1985) ("[c]lass actions . . . permit the plaintiffs to pool claims which would be uneconomical to litigate individually . . . [in such a case,] most of the plaintiffs would have no realistic day in court if a class action were not available"). Individual Class Members likely would be unable or unwilling to shoulder the great expense of litigating the claims at issue against Defendant given the age of the 1090/1095 microwaves and the comparatively small size of each individual Class member's claims (especially for Class Members whose microwaves have not experienced spontaneous shattering). Thus, it is desirable to adjudicate this matter as a class action.

In light of the foregoing, all of the requirements of Fed. R. Civ. P. 23(a) and (b)(3) are satisfied, and, thus, the Court should certify this Class for settlement purposes in connection with the present Settlement.

VI. NOTICE

Fed. R. Civ. P. 23(c)(2)(B) requires that notice of a settlement be "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." However, there are no "rigid rules" to apply when

determining the adequacy of notice for a class action settlement; and "the standard for the adequacy of a settlement notice in a class action under either the Due Process Clause or the Federal Rules is measured by reasonableness." *Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.*, 396 F.3d 96, 113-14 (2d Cir. 2005). Further, it is clearly established that "notice need not be perfect, but need be only the best notice practicable under the circumstances, and each and every class member need not receive actual notice, so long as class counsel acted reasonably in choosing the means likely to inform potential class members." *In re Merrill Lynch Tyco Research Sec. Litig.*, 249 F.R.D. 124, 133 (S.D.N.Y. 2008) (*citing Weigner v. City of New York*, 852 F.2d 646, 649 (2d Cir.1988)).

A. Notice Procedures

Plaintiffs propose that Epiq Class Action & Claims Solutions, Inc. ("Epiq"), a leading national Claims Administration firm, be appointed to act as Notice and Claims Administrator. Epiq's extensive qualifications are set out in ¶¶ 4-6 and Attachment 1 of the Azari Decl. Pursuant to the Notice Plan devised in conjunction with Epiq (and set forth in the Azari Decl. at ¶¶ 11-25), individual notice will be sent to all Class Members who submitted warranty cards for their 1090/1095 microwave ovens or who previously submitted glass shattering complaints to GE or otherwise contacted GE such that their contact information is available in relevant GE databases. Azari Decl. at ¶¶ 11-12; *see generally* Part III.C above. Epiq will also use customary search protocols to verify addresses and to obtain current addresses for Settlement Class Members whose notices are returned to sender. Azari Decl. at ¶ 13.

As set forth in Part III.C above, an informational website will also be established and will contain documents and other information regarding the Settlement, including the full notice, that will be available for download. Azari Decl. at ¶ 23. The website will also allow Settlement

Class Members to print claims forms or to fill-out and submit claim forms electronically. *Id.* The Settlement website will also include a link for Class Members to obtain information in Spanish. Klein Decl. at ¶ 11.

Epiq will also establish a toll-free telephone support line. Azari Decl. at ¶ 24. The toll-free number will provide Class Members with access to recorded information that includes answers to frequently-asked questions and directs them to the settlement website. Callers may also request a call-back from a live Epiq agent who can address questions during regular business hours. *Id.*

Epiq will also make available to Class Members contact information for Class Counsel in the full notice and on the website and through phone support, so that Class Members may inquire directly of Class Counsel concerning any questions they have. Klein Decl. at ¶ 13.

B. Contents of Notice

As discussed above, the proposed notices and claim forms are attached as Exhibits A through E to the Settlement Agreement (which in turn is attached to the Klein Decl. at Ex. A). The postcard, email and distributor notice provide overviews of the Settlement, the address for the Settlement website, and a toll-free number to call for additional information. Settlement Agreement at Exhibits A, B, and C. The Long Notice includes a summary of Plaintiffs' and Defendant's respective litigation positions; the general terms of the settlement as set forth in the Settlement Agreement; instructions for how to opt-out of or object to the settlement; the process and instructions for making a claim; and the date, time, and place of the Final Fairness Hearing. Settlement Agreement at Exhibit D.

The content of the proposed notices are more than sufficient because they "fairly apprise the ... members of the class of the terms of the proposed settlement and of the options that are

open to them in connection with [the] proceedings." *See Maywalt v. Parker and Parsley Petroleum Co.*, 67 F.3d 1072, 1079 (2nd Cir. 1995) (internal quotations omitted).

The notices will provide Class Members with information on the Class, the award to which they are entitled upon the filing of a valid claim, the purpose and timing of the fairness hearing, and the deadline and process for filing claims packages. In addition, as discussed above, it will provide a telephone number and website that proposed Class Members may use to the extent they have any questions.

The notices also clearly explain that any member of the Class who wishes to opt out of the Settlement Class must individually sign and timely submit, to the designated Post Office box established for such purpose, a written request clearly manifesting his or her intent to be excluded from the Settlement Class, and the deadline for such a request. The notices similarly clearly explain that any member of the Settlement Class who wishes to object to the settlement must timely file a written statement of objection with the Court, and the deadline for that.

VII. PROPOSED SCHEDULE

As set forth in the Proposed Order submitted with Plaintiffs' Motion for Preliminary Approval, of Class Action Settlement, should this Court grant preliminary approval to the Settlement, Plaintiffs respectfully propose the following schedule for sending notice to the Class and scheduling a final approval hearing:

EVENT	**SCHEDULED DATE**
Notice mailing deadline	60 days after entry of Preliminary Approval Order (Settlement Agreement at ¶ 38.b.)
Briefs in support of (i) Final Approval and of (ii) Attorneys' Fees and Costs	75 days after entry of Preliminary Approval Order

Last day for Class Members to opt-out of Settlement	120 days after entry of Preliminary Approval Order (Settlement Agreement at ¶ 38.h)
Last day for objections to the Settlement to be filed with the Court	120 days after entry of Preliminary Approval Order (Settlement Agreement at ¶ 38.i)
Settlement Administrator to file Declaration of Compliance regarding completion of notice and opt-out requests received	134 days after entry of Preliminary Approval Order
Parties file responses to any filed objections	141 days after entry of Preliminary Approval Order
Final Approval Hearing	At the convenience of the Court, not less than 151 days after entry of Preliminary Approval Order

VIII. CONCLUSION

WHEREFORE, based on foregoing, Plaintiffs respectfully request that the Court enter an Order:

(1) Preliminarily approving the Settlement as set forth in the Settlement Agreement;

(2) Preliminarily certifying the Class for settlement purposes;

(3) Preliminarily appointing Plaintiffs Glen Grayson, Doreen Mazzanti, Daniel Levy, David Mequet, and Lauren Harris as the Settlement Class Representatives;

(4) Preliminarily appointing Hassan A. Zavareei, Esq. and Anna C. Haac, Esq. of Tycko & Zavareei LLP and Robert A. Izard, Jr., Esq., Seth R. Klein, Esq., and Mark P. Kindall, Esq. of Izard Kindall & Raabe LLP as Settlement Class Counsel;

(5) Approving the proposed Settlement Notice;

(6) Appointing Epiq Class Action & Claims Solutions, Inc. as Settlement Administrator;

(7) Preliminarily appointing Antonio C. Robaina (retired Connecticut Superior Court Judge) of McElroy, Deutsch, Mulvaney & Carpenter LLP, Hartford, Connecticut, as the Neutral Evaluator and

(8) Scheduling a Final Approval Hearing.

Dated: December 5, 2019

Respectfully submitted,

PLAINTFFS

By: /s/ Seth R. Klein _____

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CERTIFICATE OF SERVICE

I, Seth R. Klein, hereby certify that on this 5th day of December, 2019, the foregoing was filed electronically. Notice of this filing will be sent by email to all parties by operation of the court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access these documents though the court's CM/ECF system.

/s/ Seth R. Klein
Seth R. Klein

Exhibit A

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

GLEN GRAYSON, DOREEN MAZZANTI, DANIEL LEVY, DAVID MEQUET and LAUREN HARRIS, individually and on behalf of themselves and all others similarly situated, Plaintiffs, v. GENERAL ELECTRIC COMPANY, Defendant.	No. 3:13-cv-01799-WWE (Consolidated Docket No.)

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (the "Agreement") is entered into between the Settlement Class Representatives, on behalf of themselves and the Settlement Class, on the one hand, and GE, on the other hand (together the "Parties"), subject to preliminary and final Court approval as required by Rule 23 of the Federal Rules of Civil Procedure.

WHEREAS, the Civil Action is currently pending in the United States District Court for the District of Connecticut, alleging, inter alia, that certain GE-branded microwave ovens (the "Covered Microwaves") contain defects such that the glass on the doors of these microwave ovens may break or shatter;

WHEREAS, GE denies the allegations in the Civil Action, including without limitation that the Covered Microwaves are defective, asserts numerous legal and factual defenses to the claims made in the Civil Action, and denies any liability whatsoever;

WHEREAS, the Settlement Class Representatives and Settlement Class Counsel have concluded, after discovery and investigation of the facts and after carefully considering the circumstances of the Civil Action, including the claims asserted in the Complaint, the status of the Civil Action and the possible legal, factual and procedural defenses thereto, that it would be in the best interests of the Settlement Class to enter into this Agreement, which interests include the substantial value to be derived from this Settlement and the interest in avoiding the uncertainties of litigation and assuring that the benefits reflected herein are obtained for the Settlement Class; and, further, that Settlement Class Counsel consider the Settlement set forth herein to be fair, reasonable and adequate and in the best interests of the Settlement Class;

WHEREAS, GE, after vigorous, arms-length negotiations, has agreed to payment of certain sums and other relief in settlement for the benefit of the Settlement Class, as provided in this Agreement;

WHEREAS, GE, despite its belief that it has valid and complete defenses to the claims asserted against it in the Civil Action, has nevertheless agreed to enter into this Agreement to reduce and avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and thereby to resolve this controversy.

NOW, THEREFORE, it is agreed by and between the undersigned on behalf of the Parties that any and all claims made or that could have been made against GE or the Released Entities (as defined in Paragraph 21 of this Agreement) by the Settlement Class and/or the Settlement Class Representatives in the Civil Action be settled and compromised and, except as hereafter provided, without costs as to the Settlement Class, Settlement Class Representatives, or GE, subject to the approval of the Settlement Court, on the following terms and conditions.

I. DEFINITIONS

In addition to the terms defined at various points within this Agreement, the following Defined Terms apply throughout this Agreement:

1. The term "Civil Action" means the consolidated action captioned *Glen Grayson, et al. v. General Electric Company*, Case No. 3:13-cv-01799-WWE, originally filed on December 4, 2013 in the United States District Court for the District of Connecticut, inclusive of all other actions consolidated therewith.

2. The term "Claim Form" means the document, which will be appended to the Settlement Notice, that Class Members must complete, sign, and timely submit pursuant to Paragraph 38.g of this Agreement in order to receive an Individual Payment. A copy of the form of Claim Form is attached as Exhibit E hereto.

3. The term "Claimant" means a Person who has submitted a Claim Form or Claim Forms.

4. The term "Class" or "Class Members" means all persons (other than retailers, resellers, or wholesalers) residing in the United States of America who purchased or owned a Covered Microwave at any time during the Settlement Class Period.

5. The term "Complaint" means the Amended Consolidated Class Action Complaint filed on December 21, 2015 in the Civil Action and any subsequent amended versions thereof.

6. The term "Covered Microwave" means a microwave oven bearing the GE Profile or GE Monogram brand, and bearing a model number beginning with JEB1090, JEB1095, ZMC1090, or ZMC1095.

7. The term "Effective Date" has the meaning ascribed to it in Paragraph 43 of this Agreement.

8. The Term "Final Approval Hearing" means the final hearing at which the Settlement Court determines whether to enter the Order and Final Judgment.

9. The term "GE" means General Electric Company.

10. The term "GE Counsel" means Jeffrey J. White, Esq., John H. Kane, Esq., Wystan M. Ackerman, Esq, Kevin P. Daly, Esq., and Robinson & Cole LLP.

11. The term "Individual Payment" means the amount payable or discount to be made available to a particular Class Member determined using the methodology set forth in Paragraph 39 of this Agreement.

12. The term "Invalid Claim" means any Claim Form that is not a Valid Claim.

13. The term "Motion for Final Approval" means the pleading to be filed by the Settlement Class Representatives pursuant to Paragraph 41 of this Agreement seeking entry of an Order and Final Judgment pursuant to Federal Rule of Civil Procedure 23(e).

14. The term "Motion for Preliminary Approval" means the pleading to be filed by the Settlement Class Representatives pursuant to Paragraph 35 of this Agreement, which pleading shall be mutually acceptable to, and may not be modified without the mutual consent of, each of the Parties in their sole and absolute discretion. This Agreement shall be filed with the Motion for Preliminary Approval.

15. The term "Neutral Evaluator" means Hartford Superior Court Judge Antonio C. Robaina (Ret.) or any substitute neutral evaluator appointed by the Court, solely for the purpose of arbitrating disputes in accordance with Paragraph 40 of this Agreement.

16. The term "Order and Final Judgment" means an order of the Settlement Court granting final approval of the Settlement and the corresponding final judgment.

17. The term "Party" or "Parties" means, collectively, the Settlement Class Representatives, acting on behalf of the Settlement Class, and GE.

18. The term "Preliminary Approval Order" means an order issued by the Settlement Court preliminarily approving the Settlement, in accordance with Fed. R. Civ. P. 23(e).

19. The term "Released Claims" means any and all known and Unknown Claims, rights, demands, actions, causes of action, allegations, or suits of whatever kind or nature, whether *ex contractu* or *ex delicto*, statutory, common law, equitable, including but not limited to breach of contract, breach of the implied covenant of good faith and fair dealing, violation of any state or federal statute or regulation (including without limitation any consumer protection statute or regulation), any extracontractual claims, any claims for punitive or exemplary damages, restitution, disgorgement, return or refund of purchase price, out-of-pocket expenses, consequential damages, diminution-in-value damages, benefit-of-the-bargain damages, cost-of-repair damages, cost-of-replacement damages, premium-price damages, attorneys' fees, costs of suit, declaratory relief, injunctive relief, specific performance, reformation, or prejudgment or postjudgment interest, arising from or relating in any way to the breaking or shattering of glass in

the door of a Covered Microwave, or relating in any way to the purchase or ownership of a Covered Microwave. Claims for personal injury are excluded from the Released Claims.

20. The term "Releasors" means any and all Settlement Class Members, as well as their respective present and former heirs, executors, trustees, administrators, assigns, subrogees, agents, attorneys and any of their legal representatives, and any entities or persons on whose behalf the Settlement Class Member is or was authorized to act, and all past and present officers, directors, agents, attorneys, employees, stockholders, successors, assigns, insurers, reinsurers, independent contractors, and legal representatives of any such persons or entities, but only to the extent such other persons or entities listed in this paragraph are acting, or purporting to act, on behalf of, or in the shoes of, a Settlement Class Member.

21. The term "Releasees" or "Released Entities" means (a) GE (as defined in Paragraph 9 above), Haier US Appliance Solutions, Inc. d/b/a GE Appliances, a Haier Company, Samsung Electronics America, Inc. ("SEA"), and Samsung Electronics Co., Ltd. ("SEC") (SEA and SEC are collectively referred to as "Samsung"); (b) all of the past and present divisions, parent entities, affiliates, and subsidiaries of the entities and/or persons listed in Subparagraph 21(a); (c) all distributors, retailers, resellers, wholesalers, component suppliers, and other entities who were or are in the chain of design, testing, manufacture, assembly, distribution, marketing, sale, installation, or servicing of the Covered Microwaves; (d) all past and present officers, directors, agents, attorneys, employees, stockholders, successors, assigns, insurers, reinsurers, independent contractors, and legal representatives of the entities and/or persons listed in Subparagraphs 21(a)-(c); and (e) all of the heirs, estates, successors, assigns, and legal representatives of any of the entities or persons listed in this Paragraph.

22. The term "Product Safety Database" means the database created and maintained by GE compiling information from consumers regarding certain types of issues they have reported to GE with respect to GE products prior to the date of the Preliminary Approval Order. Portions of the Safety Database received by GE up to and including August 9, 2016 relevant to the Covered Microwaves have been produced in the Civil Action in the documents bearing Bates Stamps GE_RC001318, GE_RC063558, GE_RC068171, GE_RC068193, GE_RC068194, GE_RC068195, GE_RC068219.

23. The term "Settlement" means the settlement provided for by this Agreement.

24. The term "Settlement Administrator" means Epiq Class Action & Claims Solutions, Inc. ("Epiq").

25. The term "Settlement Class" or "Settlement Class Member" means all Class Members other than Settlement Class Opt-Outs. The Settlement Class includes the Settlement Class Representatives.

26. The term "Settlement Class Counsel" means Hassan A. Zavareei, Esq., Anna C. Haac, Esq., Tycko & Zavareei, LLP, Robert A. Izard, Jr., Esq., Seth R. Klein, Esq., Mark P. Kindall, Esq., and Izard, Kindall & Raabe, LLP.

27. The term "Settlement Class Opt-Out" means any person or entity falling within the definition of the Class set forth in Paragraph 4 of this Agreement who timely and validly

submits a request for exclusion from the Settlement Class in accordance with the procedures set forth in Paragraph 38.h of this Agreement and the Settlement Notice.

28. The term "Settlement Class Period" means January 1, 1995 through the date of the entry of the Preliminary Approval Order.

29. The term "Settlement Class Representatives" means Glen Grayson, Doreen Mazzanti, Daniel Levy, David Mequet, and Lauren Harris and/or any substitute or additional class representatives later named in the Civil Action with approval of the Court.

30. The term "Settlement Court" or "Court" means the United States District Court for the District of Connecticut.

31. The term "Settlement Notice" means the notice to be provided by the Settlement Administrator to the Class pursuant to Federal Rule of Civil Procedure 23(e)(1). The parties' proposed Settlement Notices are attached as Exhibit A (mailed notice), Exhibit B (email notice), Exhibit C (distributor notice with cover letter), and Exhibit D (long notice available on the settlement website and from the Settlement Administrator upon request) hereto.

32. The term "Unknown Claims" means any claim and its related relief and/or damages arising out of newly discovered facts and/or facts found hereafter to be other than or different from the facts now believed to be true.

33. The term "Valid Claim" means a Claim Form that (1) is timely submitted by a Settlement Class Member in accordance with the requirements of the Preliminary Approval Order, and (2) contains the documentation required by Paragraph 39 of this Agreement and thereby demonstrates that the Settlement Class Member is eligible to receive one or more of the benefits provided under Paragraph 39 of this Agreement.

II. IMPLEMENTATION OF SETTLEMENT

34. Reasonable Best Efforts to Effectuate This Settlement. Consistent with the terms of this Agreement and notwithstanding the rights of the Parties to terminate this Agreement at certain times, the Parties and their counsel agree to use their reasonable best efforts, including all steps and efforts contemplated by this Agreement and any other reasonable steps and efforts that may be necessary or appropriate, by order of the Settlement Court or otherwise, to carry out the terms of this Agreement.

35. Motion for Preliminary Approval. Following the execution of this Agreement, Settlement Class Counsel shall promptly file the Motion for Preliminary Approval, seeking entry of the Preliminary Approval Order.

36. Motion to Certify Class for Settlement Purposes Only. In the Motion for Preliminary Approval, the Settlement Class Representatives shall ask the Court to certify the Class for settlement purposes only, which order will be requested to supersede or amend the Court's order of March 7, 2017, certifying a litigation class. The Parties acknowledge and agree and hereby stipulate that: (i) GE reserves the right to move for decertification of the previously-certified litigation class, and to appeal any of the Court's rulings with respect to class

certification and/or decertification, in the event this Agreement is terminated for any reason; and (ii) this Agreement shall have no precedential effect with regard to any other lawsuit against GE that may be pending now or in the future, other than in a proceeding seeking to enforce this Agreement.

37. Class Action Fairness Act Notice. Within 10 days after the filing of the Motion for Preliminary Approval, the Settlement Administrator shall give notice to the Attorney General of the United States and the Attorney General of each state or territory of the United States, serving on them the documents described in 28 U.S.C. § 1715(b)(1) through (8), as applicable.

38. Notice, Claim Forms, Opt-Outs and Objections.

a. Notice to Class. In the event the Settlement Court enters the Preliminary Approval Order, the Settlement Administrator shall, in accordance with Fed. R. Civ. P. 23(e) and the Preliminary Approval Order, provide each Class Member who has been identified through GE's Product Safety Database, Factory Service Database, Oracle Service Cloud and Product Registration Database with a copy of the Settlement Notice, substantially in the form annexed hereto as Exhibit A. Within 30 days of entry of the Preliminary Approval Order, GE shall prepare a list of the names and last known mailing addresses and email addresses of potential Class Members identified as described above and a list of the ten largest distributors of the Covered Microwaves in each state in which the Settlement Class Members reside. All costs of notice to the Class and fees of the Settlement Administrator shall be paid by GE.

b. Mailing of Notice to Class. Within 60 days of entry of the Preliminary Approval Order, the Settlement Administrator shall make reasonable efforts to update and correct addresses of Class Members provided by GE and then send the Settlement Notice to each Class Member for whom GE has identified a last known mailing address by first-class, postage prepaid U.S. mail addressed to each Class Member's last known address or updated or corrected address identified by the Settlement Administrator. If the mailing to a Class Member is returned undeliverable, the Settlement Administrator will make reasonable efforts to identify a new address for that Class Member and promptly re-send the Settlement Notice to that Class Member. Only one re-mailing shall be required, if a new address can be located. If a re-mailing is returned undeliverable, the Settlement Administrator will not make further attempts.

c. Email Notice to the Class. Within 60 days of entry of the Preliminary Approval Order, the Settlement Administrator shall send the Settlement Notice to the Class Members by email to each Class Member for whom GE has identified a last known email address. The proposed email notice is attached as Exhibit B hereto. All documents constituting the Settlement Notice shall be included in the email as email attachments.

d. Notice to Distributors. Within 60 days of entry of the Preliminary Approval Order, the Settlement Administrator shall send the Settlement Notice with a cover letter. The text of the proposed distributor notice and cover letter are attached as Exhibit C hereto. This notice will be sent to the ten largest distributors of the Covered Microwaves (identified separately with respect to the JEB models and ZMC models) in the United States, as reasonably identified by GE based on reasonably available information, to the extent that GE is able to locate records for the Class Period or a portion thereof.

e. Internet/Social Media Notice. The Settlement Administrator shall place advertisements on a combined ad network comprised of Google, DoubleClick and Yahoo, with a total cost not to materially exceed $124,308. The content of these advertisements shall be approved by both Parties, shall identify the specific microwave models constituting the Covered Microwaves and their years of manufacture, shall make reference to a class action settlement, and shall direct readers to the website described in Paragraph 38.f of this Agreement. The keywords and key phrases used to determine what Google and Facebook searches are populated with the advertisements shall be approved by both Parties and shall be targeted to specific microwave models constituting the Covered Microwaves or to the occurrence of glass breakage in microwave ovens.

f. Website. The Settlement Administrator shall maintain a website, beginning on or before the date on which the Settlement Notice is mailed and through the date of the final disposition of all Individual Payments, that includes copies of any currently operative scheduling order, the Complaint, this Agreement, the Settlement Notice, a copy of the Claim Form, the Motion for Preliminary Approval, the Preliminary Approval Order, any motions filed seeking attorneys' fees or costs for Settlement Class Counsel and/or a Service Award for the Settlement Class Representatives, the Motion for Final Approval, and (after it is entered by the Court) the Order and Final Judgment. The website shall also include a "Frequently Asked Questions" page with content drawn from the Settlement Notice and agreed to by the Parties.

g. Claim Form. In order to participate in the Settlement Class, a Class Member must timely submit to the Settlement Administrator via a Claim Form, along with any supporting documents required pursuant to Paragraph 39 of this Agreement. Class Members may submit an online Claim Form through a website maintained by the Settlement Administrator, or alternatively may submit a Claim Form by U.S. mail to the Settlement Administrator. For those Class Members who receive mailed notice, the website will require them to enter an alphanumeric code printed on their mailed notice in order to access the online Claim Form. Any such Claim Form, in order to be timely, must be postmarked (or, where applicable, submitted online) by the deadline set forth in the Settlement Notice, which shall be at most 90 days after the date of entry of an Order and Final Judgment pursuant to Federal Rule of Civil Procedure 23(e). The Claim Forms are attached to the Settlement Notice. Claim Forms must be submitted individually, by a Class Member, not as or on behalf of a group, class, or subclass, except that a Claim Form may be submitted by a Class Member's legal representative. All Class Members who do not submit a timely Claim Form and do not opt-out of the Settlement will be included in the Settlement Class and shall be bound by this Agreement, and their claims shall be released as provided for herein. Within 14 days after the deadline for submission of Claim Forms, the Settlement Administrator shall determine whether any Claim Forms are illegible. If the Settlement Administrator finds that a Claim Form is illegible, it shall notify Settlement Class Counsel by email, as well as the Class Member by mail (and email if available) within 5 days, who will have 14 days from when the letter from the Settlement Administrator is postmarked to resubmit a Claim Form.

h. Opt-Outs. A Class Member may opt out of the Settlement by submitting an opt-out request as instructed in the Settlement Notice. Any such opt-out request, in order to be timely, must be made in a letter mailed to the Settlement Administrator and postmarked by the deadline set forth in the Settlement Notice, which shall be at most 120 days after entry of the

Preliminary Approval Order. Opt-out requests must be exercised individually by a Class Member, not as or on behalf of a group, class, or subclass, except that such opt-out requests may be submitted by a Class Member's legal representative. A list of Class Members submitting a timely opt-out request shall be submitted to the Court with the Motion for Final Approval. All Class Members who do not timely and properly opt out of the Class shall be bound by this Agreement, and their claims shall be released as provided for herein. A Class Member is not entitled to submit both an opt-out request and a Claim Form. If a Class Member submits both an opt-out request and a Claim Form, the Settlement Administrator will send a letter (and email if email address is available) explaining that the Class Member may not make both of these requests, and asking the Class Member to make a final decision as to whether to opt out or submit a Claim Form and inform the Settlement Administrator of that decision within 10 days from when the letter from the Settlement Administrator is postmarked. If the Class Member does not respond to that communication by letter postmarked or email sent within 10 days after the Settlement Administrator's letter was postmarked (or by the Opt-Out deadline, whichever is later), the Class Member will be treated as having opted out of the Class.

i. Objections. Any Class Member may, as instructed in the Settlement Notice, mail an objection to the Settlement to the Clerk of Court as instructed in the Settlement Notice, or may file a motion to intervene. For an objection to be considered by the Court, the objection must:

(1) clearly identify the case name and number (*Grayson v. General Electric Company*, Case No. 3:13-cv-01799-WWE);

(2) identify the objector's full name, address, email address, and telephone number;

(3) provide an explanation of the basis upon which the objector claims to be a Settlement Class Member;

(4) identify all grounds for the objection, accompanied by any legal support for the objection;

(5) include the identity of all counsel who represent the objector, including any former or current counsel who may seek compensation for any reason related to the objection to the Settlement, the fee application, or the application for Service Awards;

(6) include a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;

(7) include a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection;

(8) include all documentary evidence that will be offered at the Final Approval Hearing in support of the objection;

(9) identify all counsel representing the objector who will appear at the Final Approval Hearing;

(10) include the objector's signature (an attorney's signature is not sufficient);

(11) be submitted to the Court either by mailing them to the Clerk of Court, Brien McMahon Federal Building, United States District Court, 915 Lafayette Boulevard, Bridgeport, CT 06604, or by filing them in person at any location of the United States District Court for the District of Connecticut, with a copy to GE Counsel and Settlement Class Counsel; and

(12) be filed or postmarked on or before the deadline set forth in the Settlement Notice, which shall be at most 120 days after entry of the Preliminary Approval Order.

Any Class Member who has timely filed an objection in compliance with this paragraph may appear at the Final Approval Hearing to be scheduled by the Court, in person or by counsel, and be heard to the extent allowed by the Court, applying applicable law, in opposition to the fairness, reasonableness, and adequacy of the proposed settlement, and on the applications for awards of attorneys' fees and costs and any enhancement award. The right to object to the Settlement or to intervene in the Civil Action must be exercised individually by a Class Member or his or her attorney, and not as a member of a group, class, or subclass, except that an objection or a motion to intervene may be submitted by a Class Member's legally authorized representative.

Class Members who file objections are still entitled to receive benefits under the Settlement if it is approved, but they must submit a timely Claim Form to do so. Submitting a timely Claim Form does not waive an objection to the Settlement.

Class Members have the right to opt out of the Settlement and pursue a separate and independent remedy by submitting an opt-out request as described in Paragraph 38.h of this Agreement. Class Members who object to the Settlement shall remain Class Members, and have voluntarily waived their right to pursue an independent remedy. To the extent any Class Member objects to the Settlement, and such objection is overruled in whole or in part, such Class Member will be forever bound by the Order and Final Judgment. Class Members can avoid being bound by any judgment of the Court by opting out as described in Paragraph 38.h of this Agreement. A Class Member is not entitled to submit both an opt-out request and an objection. If a Class Member submits both an opt-out request and an objection, the Settlement Administrator will send a letter (and email if email address is available) explaining that the Class Member may not make both of these requests, and asking the Class Member to make a final decision as to whether to opt out or object and inform the Settlement Administrator of that decision within 10 days from when the letter from the Settlement Administrator is postmarked. If the Class Member does not respond to that communication by letter postmarked or email sent within 10 days after the Settlement Administrator's letter was postmarked (or by the objection deadline, whichever is later), the Class Member will be treated as having opted out of the Class, and the objection will not be considered, subject to the Court's discretion.

39. Individual Payments. The amount to be paid or discount to be provided (as applicable) to each Settlement Class Member who submits a Valid Claim by the deadline under the terms of this Agreement is as follows:

a. Any Settlement Class Member who sufficiently demonstrates that his or her Covered Microwave oven door experienced glass breakage or shattering at any time prior to the date that is 90 days after the entry of an Order and Final Judgment pursuant to Federal Rule of Civil Procedure 23(e) shall receive $300.

In order to receive the $300 payment, a Settlement Class Member must submit the following proof with his or her Claim Form:

i. If the Settlement Class Member's glass breakage or shattering incident is listed in the Product Safety Database prior to the date of the Preliminary Approval Order, he or she must submit a signed statement under the penalty of perjury pursuant to 28 U.S.C. § 1746 verifying that he or she is the person whose incident is listed in the Product Safety Database (or is a member of the same household as the person who made the report, although only one $300 payment will be made per Covered Microwave and per household; in the event of more than one Valid Claim being submitted for a single household, the $300 will be divided pro rata among each claimant submitting a Valid Claim).

ii. If the Settlement Class Member's glass breakage or shattering incident is not listed in the Product Safety Database prior to the date of the Preliminary Approval Order, he or she must submit (1) a signed statement under the penalty of perjury pursuant to 28 U.S.C. § 1746 verifying that the he or she purchased or owned the Covered Microwave oven and experienced glass breakage or shattering of the Covered Microwave oven door, explaining why the incident was never reported, and describing the incident in detail; (2) a photo of the glass breakage or shattering, or other sufficient proof that GE and Settlement Class Counsel can evaluate; and (3) either a purchase receipt, a photograph of the Covered Microwave oven sufficient to prove current or former ownership, or the serial number of the Covered Microwave oven along with the date of purchase and color of the Covered Microwave oven. For purposes of determining the validity of such claim as set forth in Paragraph 40 below, GE shall in good faith consider whether the Settlement Class Member's claimed glass breakage or shattering incident and/or other required information is included in GE's Factory Service Database, Oracle Service Cloud, and/or Product Registration Database. GE shall not, however, be required to conduct more than one new search of its databases, which shall be conducted for purposes of and at the time of creating the list of potential class members as provided in Paragraph 38(a) above.

b. Any Settlement Class Member who purchased a Covered Microwave and still owns such microwave as of 90 days after the entry of an Order and Final

Judgment pursuant to Federal Rule of Civil Procedure 23(e) and has never experienced glass breakage or shattering of the Covered Microwave oven door shall receive $5. In order to receive the $5 payment, he or she must submit the following proof with his or her Claim Form: (1) a signed statement under the penalty of perjury pursuant to 28 U.S.C. § 1746 verifying that he or she purchased or owned the Covered Microwave oven and still owns the Covered Microwave oven; (2) the Covered Microwave oven's serial number; and (3) either a purchase receipt or a photograph of the Covered Microwave oven (time stamped within thirty days of the date the Claim Form is signed). For purposes of determining the validity of such claim as set forth in Paragraph 40 below, GE shall in good faith consider whether the Settlement Class Member's purchase is supported by information available in GE's Product Safety Database, Factory Service Database, Oracle Service Cloud or Product Registration Database.

c. Any Settlement Class Member who purchased a Covered Microwave and no longer owns such microwave as of the date of the entry of an Order and Final Judgment pursuant to Federal Rule of Civil Procedure 23(e) and has never experienced glass breakage or shattering of the Covered Microwave oven door shall receive a certificate entitling the Settlement Class Member to a $5 rebate on the purchase of a GE microwave oven, good for 180 days after the entry of an Order and Final Judgment. In order to receive the $5 rebate certificate, he or she must submit the following proof with his or her Claim Form: (1) a signed statement under the penalty of perjury pursuant to 28 U.S.C. § 1746 verifying that he or she purchased the Covered Microwave oven; and (2) either a purchase receipt, a photograph of the Covered Microwave oven sufficient to prove former ownership, or the serial number of the Covered Microwave oven along with the date of purchase and color of the Covered Microwave oven. For purposes of determining the validity of such claim as set forth in Paragraph 40 below, GE shall in good faith consider whether the Settlement Class Member's purchase is supported by information available in GE's Product Safety Database, Factory Service Database, or Oracle Service Cloud and Product Registration Database. A Settlement Class Member receiving the rebate certificate can obtain the $5 payment from the Settlement Administrator by returning to the Settlement Administrator by U.S. mail postmarked within 180 days after the Order and Final Judgment the certificate together with a receipt for the purchase of a GE microwave oven during the 180-day period.

40. Determination and Notice of Validity of Claims and Amount of Individual Payments; Dispute Resolution. The Settlement Administrator shall forward all Claim Forms and the materials submitted therewith to GE. Within 60 days after the deadline for the submission of Claim Forms, GE shall, applying the requirements set forth in Paragraph 39 of this Agreement, make an initial determination regarding the validity of each claim and the amount of the Individual Payment to which each person making a Valid Claim is entitled. If GE determines that a claim is an Invalid Claim, the Claim Form and the materials submitted therewith shall be provided to Settlement Class Counsel. If Settlement Class Counsel believes that the claim is a Valid Claim, GE Counsel and Settlement Class Counsel shall negotiate in good faith to attempt

to resolve the dispute within 30 days from the date on which Settlement Class Counsel receives the Claim Form and the materials submitted therewith.

a. If GE Counsel and Settlement Class Counsel agree that the claim is a Valid Claim, the Settlement Administrator shall so notify the Claimant by letter (and email if email address is available). The Claimant shall receive the Individual Payment to which he or she is entitled pursuant to Paragraph 39 of this Agreement.

b. If GE Counsel and Settlement Class Counsel agree that the claim is an Invalid Claim, the Settlement Administrator shall so notify the Claimant by letter (and email if email address is available). If the Claimant wishes to contest GE Counsel's and Settlement Class Counsel's agreed resolution, the Claimant shall send a letter to the Settlement Administrator so stating, postmarked within 30 days of the postmark date of the letter advising the Claimant of the determination by GE Counsel and Settlement Class Counsel. If the Claimant timely submits such a letter, the dispute shall be submitted to the Neutral Evaluator for resolution in accordance with Paragraphs 40.d and 40.e of this Agreement.

c. If GE Counsel and Settlement Class Counsel do not agree regarding whether the claim is a Valid Claim, the dispute shall be submitted to the Neutral Evaluator for resolution in accordance with Paragraphs 40.d and 40.e of this Agreement.

d. For each claim submitted to the Neutral Evaluator for resolution, the Neutral Evaluator shall determine the validity of the claim and, if the claim is a Valid Claim, the amount of the Individual Payment, based solely on the Claim Form, the materials submitted therewith, and any written submissions of GE Counsel and Settlement Class Counsel. For purposes of considering the validity of the claim, the Neutral Evaluator shall consider whether the Settlement Class Member's claim is supported by information available in GE's Product Safety Database, Factory Service Database, Oracle Service Cloud or Product Registration Database. (GE shall not, however, be required to conduct more than one new search of its databases, which shall be conducted for purposes of and at the time of creating the list of potential class members as provided in Paragraph 38(a) above.) GE Counsel and/or Settlement Class Counsel may also submit information from the Factory Service Database and/or Oracle Service Cloud (formerly known as Siebel Database) if so desired, and the Neutral Evaluator may consider that information in his or her discretion. Any written submissions of GE Counsel and Settlement Class Counsel shall be provided to the Neutral Evaluator within 21 days of the failure of GE Counsel and Settlement Class Counsel to reach agreement regarding the validity of the claim. Within 30 days of receiving these submissions, the Neutral Evaluator shall report, in writing, his or her decision regarding the validity of the claim and, if the claim is a Valid Claim, the amount of the Individual Payment. The Neutral Evaluator shall not have the authority to award any amount other than the Individual Payment due under this Agreement and may not award attorneys' fees or costs. The Neutral Evaluator shall send the written decision to GE Counsel, Settlement Class Counsel, and the

Settlement Administrator. The Settlement Administrator shall notify the Claimant of the Neutral Evaluator's decision by letter. The Neutral Evaluator's decision shall be final and binding without any further right of appeal or objection. The Parties and their counsel shall not be liable for any act, or failure to act, of any Neutral Evaluator acting pursuant to this Agreement. GE shall pay the Neutral Evaluator a fee of $500 per hour for the time necessary to resolve any dispute requiring resolution by the Neutral Evaluator.

e. In lieu of participating in the Neutral Evaluator process, GE shall have the option of paying any Settlement Class Member who wishes to contest GE Counsel's and Settlement Class Counsel's agreed resolution the amount to which the Settlement Class Member claims to be entitled.

41. Motion for Final Approval. In accordance with a schedule to be established by the Court, Settlement Class Counsel shall file a Motion for Final Approval in a form to be prepared and agreed upon by Settlement Class Counsel and GE Counsel, seeking entry of an Order and Final Judgment pursuant to Federal Rule of Civil Procedure 23(e).

42. Entry of Final Judgment. If, after the Final Approval Hearing scheduled by the Settlement Court in the Preliminary Approval Order, the Settlement Court approves this Agreement, then Settlement Class Counsel shall request that the Settlement Court enter an Order and Final Judgment pursuant to Federal Rule of Civil Procedure 23(e), and that the Court retain jurisdiction to enforce the terms of the Order and Final Judgment.

43. Effective Date of Settlement. The Settlement shall be effective on the first date after all of the following events have occurred: (1) entry of the Preliminary Approval Order substantially in the form submitted by the parties, or entry of a preliminary approval order not substantially in the form submitted by the parties, with respect to which neither GE nor Settlement Class Counsel invoke their termination rights within the period prescribed in Paragraph 54 of this Agreement; (2) final approval by the Settlement Court of this Agreement, following notice to the Class and a Final Approval Hearing, as prescribed by Fed. R. Civ. P. 23(e); (3) entry by the Settlement Court of an Order and Final Judgment, in a form not materially inconsistent with this Agreement; and (4) if any Settlement Class Member files an objection to the Settlement, the expiration of any time for appeal or review (including by writ of certiorari or otherwise) of such Order and Final Judgment, or, if any appeal is filed, after such Order and Final Judgment is upheld on appeal in all material respects and is no longer subject to review on appeal or review by writ of certiorari.

44. Settlement Consideration. Subject to the provisions hereof, and in full, complete and final settlement of all Released Claims as provided herein, within 30 days following the determination of all Individual Payment Amounts pursuant to Paragraph 39 of this Agreement, GE shall provide funds to the Settlement Administrator sufficient to pay the Individual Payments, which funds shall be held by the Settlement Administrator in a Qualified Settlement Fund. Within 14 days thereafter, if the Effective Date has occurred, the Settlement Administrator shall pay the Individual Payments to all Settlement Class Members. If the Effective Date has not occurred at the time of the determination of all Individual Payment Amounts pursuant to Paragraph 39 of this Agreement, the Settlement Administrator shall pay the Individual Payments

to all Settlement Class Members within 14 days after the Effective Date occurs. Such payments shall be made by check or draft made payable to the Settlement Class Member and mailed by the Settlement Administrator to his or her last known mailing address or any updated address provided by the Settlement Class Member to the Settlement Administrator. In the event that the amount of an Individual Payment changes as a result of resolution of a dispute under Paragraphs 40.d and 40.e of this Agreement, within 30 days of the final resolution of that dispute, GE shall pay, directly to the Settlement Class Member, any additional amount determined to be owed. Payment of the Individual Payments shall completely fulfill GE's monetary obligations under this Agreement to the Settlement Class and GE shall have no further monetary liability or responsibility to the Settlement Class with respect to the Released Claims. All other terms of this Agreement, including the Releases set forth in Section III below, shall remain in effect. Any rights to Individual Payments under this Agreement shall inure solely to the benefit of Settlement Class Members and their estates or heirs, and are not otherwise transferable or assignable to others.

45. Uncashed Checks. In the event that a check or draft issued to a Settlement Class Member is not negotiated within 180 days of the check or draft being mailed, efforts shall be made by the Settlement Administrator and/or Settlement Class Counsel to contact the Class Member to cash the check. If such efforts are unsuccessful, such funds shall be subject to escheatment, and GE shall have no further monetary liability or responsibility to that individual. Any funds provided to the Settlement Administrator for the purpose of funding rebates as described in Paragraph 39.c., if the rebate is not claimed, shall revert to GE.

46. Attorneys' Fees and Expenses; Service Award to the Settlement Class Representatives. The Settlement Class Representatives may submit a Claim Form and receive an Individual Payment in accordance with Paragraph 39 of this Agreement. GE also agrees to pay the Settlement Class Representatives, separately from the amounts paid to the Settlement Class Members, a service award in recognition of their service in bringing the Civil Action on behalf of the Class (the "Service Award"), if such an award is approved by the Court, and to pay Settlement Class Counsel attorneys' fees and costs as awarded by the Court, provided that the combined Service Awards, attorneys' fees, and costs do not exceed $1,350,000. The Parties agree that any award of attorneys' fees and costs and any Service Award in this action are committed to the sole discretion of the Settlement Court within the limitations set forth in this paragraph. Settlement Class Counsel shall file any motion for attorneys' fees and expenses no later than 14 days before the deadline for objections to the Settlement, and a copy of the motion shall be placed on the Settlement Administrator's website. Any motion of the Settlement Class Representatives for an Service Awards must be filed with the Court no later than 14 days before the deadline for objections to the Settlement, and posted on the Settlement Administrator's website. The Settlement Court shall determine the appropriate amount of any attorneys' fees and costs to be paid to Settlement Class Counsel and the appropriate amount of any Service Awards in the Settlement Court's discretion, except that the combined amount of attorneys' fees and costs paid to Settlement Class Counsel and the Enhancement Award paid to the Settlement Class representatives shall not exceed $1,350,000. Settlement Class Counsel has agreed not to accept any award of attorneys' fees and costs where the combined Service Awards, attorneys' fees, and costs exceed $1,350,000. The Settlement Class Representatives have agreed not to accept any Service Awards where the combined Service Awards, attorneys' fees, and costs exceed $1,350,000. GE agrees not to oppose any applications for Service Awards and attorneys' fees

and costs where the combined Service Awards, attorneys' fees, and costs do not exceed $1,350,000. If the Settlement Court chooses, in its sole discretion, to award attorneys' fees and costs and Service Awards that are lower than the maximum combined amount that may be sought under this paragraph, this Agreement shall remain fully enforceable, and GE shall be obligated to pay only the amounts awarded by the Settlement Court. Upon payment of the attorneys' fees and costs as awarded by the Settlement Court in its discretion, Settlement Class Counsel shall release and forever discharge any claims, demands, actions, suits, causes of action, or other liabilities relating to any attorneys' fees or expenses incurred in the Civil Action as to GE. Any attorneys' fees and expenses and Service Awards awarded by the Settlement Court in accordance with this paragraph shall be paid by wire transfer to Settlement Class Counsel within 30 days after entry of an order granting final approval of the Agreement and the attorneys' fees and expenses, if no Settlement Class Member submitted an objection to approval of the Agreement or attorneys' fees and expenses. If any Settlement Class Member submitted such an objection, payment shall be made within 30 days after the Effective Date. In order to receive such payment, no more than 21 days before the payment is due, Settlement Class Counsel must provide to GE Counsel a completed and signed IRS Form W-9 (Request for Taxpayer Identification Number and Certification), a written invoice, certificate of good standing and/or certificate of limited liability partnership from the Secretary of State of the applicable jurisdiction in which Settlement Class Counsel's law firms are registered to do business. Settlement Class Counsel and the Settlement Class Representatives agree that any federal, state, municipal, or other taxes, contributions, or withholdings that may be owed or payable by them, or any tax liens that may be imposed, on the sums paid to them pursuant to this paragraph are their sole and exclusive responsibility, and any amount required to be withheld for tax purposes (if any) will be deducted from those payments.

47. Responsibility for Certain Potential Costs Incurred by Settlement Class Counsel. GE shall not be responsible for any cost that may be incurred by the Class or Settlement Class Counsel in: (a) responding to inquiries about the Agreement, the Settlement, or the Civil Action; (b) defending the Agreement or the Settlement against any challenge to it; or (c) defending against any challenge to any order or judgment entered pursuant to the Agreement, unless otherwise specifically agreed, except that GE shall pay the costs incurred by the Settlement Administrator to prepare declarations, affidavits, or status reports at the request of the Parties or the Settlement Court for the purpose of obtaining preliminary or final approval of the Settlement or for staying informed of developments in the Settlement.

48. All Claims Satisfied; Covenant Not to Sue. Each Settlement Class Member shall look solely to the relief described in Paragraphs 39 through 40 of this Agreement for settlement and satisfaction, as provided herein, of all Released Claims. The Settlement Class Representatives, on behalf of themselves and the Settlement Class Members, (1) covenant and agree that neither the Settlement Class Representatives nor any of the Settlement Class Members, nor anyone authorized to act on behalf of any of them, will commence, authorize, or accept any benefit from any judicial or administrative action or proceeding, other than as expressly provided for in this Agreement, against the Released Entities, or any of them, in either their personal or corporate capacity, with respect to any claim, matter, or issue that in any way arises from, is based on, or relates to, any alleged loss, harm, or damages allegedly caused by the Released Entities, or any of them, in connection with the Released Claims; (2) waive and disclaim any right to any form of recovery, compensation, or other remedy in any such action or proceeding

brought by, or on behalf of, any of them or any putative class of owners or purchasers of the Covered Microwaves over the Released Claims; and (3) agree that this Agreement shall be a complete bar to any such action by any Settlement Class Representative or Settlement Class Member.

III. RELEASES AND JURISDICTION OF COURT

49. Release of Released Entities. Upon the Effective Date of this Agreement, the Released Entities shall be released and forever discharged from any Released Claims that any Releasor has or may have had. All Releasors covenant and agree that they shall not hereafter seek to establish liability against any Released Entity based, in whole or in part, on any of the Released Claims. Upon the Effective Date, all Releasors will be forever barred and enjoined from commencing, filing, initiating, instituting, prosecuting, maintaining, or consenting to any action against any Released Entity with respect to the Released Claims.

50. Waivers of Provisions of Law Limiting the Release of Unknown or Unsuspected Claims. The Settlement Class Representatives and all Settlement Class Members hereby expressly, knowingly, and voluntarily waive the provisions of any state, federal, municipal, local, or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries, and/or damages that are unknown or unsuspected to exist at the time a settlement agreement is executed and/or approved by a court. The Settlement Class Representatives and all Settlement Class Members expressly acknowledge and assume all risk, chance, or hazard that the damage allegedly suffered may be different, or may become progressive, greater, or more extensive than is now known, anticipated, or expected. Furthermore, the Settlement Class Representatives and all Settlement Class Members specifically release any right they may now or hereafter have to reform, rescind, modify, or set aside this Release or this Agreement through mutual or unilateral mistake or otherwise; and they assume the risk of such uncertainty and mistake with respect to the consideration herein mentioned and with respect to this being a final settlement.

51. California Civil Code Section 1542 Waiver. Without limiting Paragraph 50 above, as to the Released Claims, all Releasors waive all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and do so understanding the significance of that waiver. Section 1542 provides:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Notwithstanding the provisions of section 1542, or any other law designed to prevent the waiver of unknown claims, and for the purpose of implementing a full and complete release and discharge of all Released Claims against all Released Entities, Releasors expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all of the Released Claims that Releasors do not know or suspect to exist in their favor against the Released Entities,

or any of them, at the time of execution hereof, and that this Agreement extinguishes any such claims.

52. Consent to Jurisdiction. The Parties hereby irrevocably submit to the exclusive jurisdiction of the Settlement Court for purposes of any suit, action, proceeding or dispute arising out of, or relating to, this Agreement or the applicability of this Agreement.

53. Resolution of Disputes; Retention of Jurisdiction. Any disputes between or among the Parties concerning matters contained in this Agreement shall, if they cannot be resolved by negotiation and agreement, be submitted to the Settlement Court for resolution. The Settlement Court shall retain jurisdiction over the implementation and enforcement of this Agreement.

IV. TERMINATION OF THE AGREEMENT

54. Rejection or Material Alteration of Settlement Terms. GE and the Settlement Class Counsel (with the consent of the Settlement Class Representatives) shall each have the right to terminate this Agreement by providing written notice of their election to do so to each other within 14 days of (1) the Settlement Court declining to enter the Preliminary Approval Order without material alteration from the form submitted jointly by the parties, or declining to approve the Settlement Notice without material alteration from the form submitted jointly by the parties; (2) the Settlement Court declining to enter the Order and Final Judgment in a form not materially inconsistent with this Agreement; (3) the date upon which the Order and Final Judgment is modified or reversed in any material respect by the United States Court of Appeals for the Second Circuit or the Supreme Court of the United States (except with respect to the amount of the attorneys' fees and costs or Service Awards); (4) the mutual agreement of the Settlement Class Representatives, Settlement Class Counsel, and GE to terminate the Agreement. GE shall also have the right to terminate this Agreement by providing written notice of its election to do so to Settlement Class Counsel within 14 days of: (5) the date upon which the deadline for opting out of the Class has expired and 100 or more Class Members have declined to participate in the Settlement by opting out of the Settlement Class in accordance with Paragraph 38.h of this Agreement; or (6) any financial obligation is imposed upon GE in addition to and/or greater than those specifically accepted by GE in this Agreement. If an option to terminate this Agreement arises under this paragraph, no Party is required for any reason or under any circumstance to exercise that option.

55. Return to Pre-Agreement Status. In the event any of the Parties exercise the right of termination enumerated in Paragraph 54 of this Agreement, this Agreement shall be null and void (except for provisions explicitly designated as surviving the termination of this Agreement), the Parties shall jointly request that any orders entered by the Court in accordance with this Agreement be vacated, and the rights and obligations of the Parties shall be identical to those prior to the execution of this Agreement (except with respect to provisions explicitly designated as surviving the termination of this Agreement). In the event either Party exercises any right of termination, the Parties agree to jointly request that the Court provide a reasonable opportunity to file motions and engage in such other further proceedings as were contemplated before the Parties entered into this Agreement.

56. No Admission of Liability / Compromise of Disputed Claims. The Parties hereto agree that this Agreement, whether or not the Effective Date occurs, and any and all negotiations, documents and discussions associated with this Agreement shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by GE or any Released Entity, or of the truth of any of the claims or allegations contained in Complaint; and evidence thereof shall not be discoverable or used directly or indirectly by the Class or any third party, in any way for any purpose, except that the provisions of this Agreement may be used by the Parties to enforce its terms, whether in the Civil Action or in any other action or proceeding. This Agreement, all discussions leading thereto, and all of the terms herein constitute compromises and offers to compromise under Fed. R. Evid. 408 and any similar state court rule or statute precluding admissibility thereof as evidence of the validity or amount of a disputed claim. In the event that this Agreement is terminated pursuant to Paragraph 54 of this Agreement, nothing in this Agreement or its negotiation may be used as evidence in any action. The Parties expressly waive the potential applicability of any doctrine, case law, statute, or regulation, which, in the absence of this paragraph of this Agreement, could or would otherwise permit the admissibility into evidence of the matters referred to in this paragraph. The Parties expressly reserve all their rights and defenses if this Agreement does not become final and effective substantially in accordance with the terms of this Agreement. The Parties also agree that this Agreement, any orders, pleadings or other documents entered in furtherance of this Agreement, and any acts in the performance of this Agreement are not intended to be, nor shall they in fact be, admissible, discoverable or relevant in any other case or other proceeding against GE to establish grounds for certification of any class, to prove either the acceptance by any Party hereto of any particular legal theory, or as evidence of any obligation that any Party hereto has or may have to anyone. This provision shall survive any termination of this Agreement.

V. REPRESENTATIONS AND WARRANTIES

57. Authorization to Enter This Agreement. The undersigned representative of GE represents and warrants that he or she is fully authorized to enter into and to execute this Agreement on behalf of GE. Settlement Class Counsel represent and warrant that they are fully authorized to conduct settlement negotiations with GE Counsel on behalf of the Settlement Class Representative and to enter into, and to execute, this Agreement on behalf of the Settlement Class Representatives and the Settlement Class, subject to Settlement Court approval pursuant to Fed. R. Civ. P. 23(e).

58. Assignment. The Settlement Class Representatives represent and warrant that they have not assigned or transferred any interest in the Civil Action which is the subject of this Agreement, in whole or in part.

59. Representation. The Settlement Class Representatives acknowledge that they have been represented by counsel of their own choosing in the Civil Action and the negotiation and execution of this Agreement, that they participated in the settlement negotiations and the decision to enter into this Agreement, that they fully understand this Agreement, and that they have had a reasonable and sufficient opportunity to consult with counsel before executing this Agreement.

VI. ADDITIONAL PROVISIONS

60. Use of This Agreement. The provisions of this Agreement, and any orders, pleadings or other documents entered in furtherance of this Agreement, may be offered or received in evidence solely (i) to enforce the terms and provisions hereof or thereof, (ii) as may be specifically authorized by a court of competent jurisdiction after hearing upon application of a Party hereto, (iii) in order to establish payment or a defense in a subsequent case, including res judicata, or (iv) to obtain Court approval of this Agreement.

61. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

62. No Party is the Drafter. This Agreement has been negotiated at arm's length, with the participation of the Parties and their counsel. In the event of a dispute arising out of this Agreement, none of the Parties shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of construction that would or might cause any provision to be construed against the drafter hereof.

63. Headings. The headings to this Agreement have been inserted for convenience only and are not to be considered when construing the provisions of this Agreement.

64. Construction. This Agreement shall be construed and interpreted to effectuate the intent of the Parties, which is to provide, through this Agreement, for a complete resolution of the Released Claims with respect to the Released Entities.

65. Choice of Law. All terms of this Agreement shall be governed by and interpreted according to the substantive laws of the State of Connecticut, without regard to its choice of law or conflict of laws principles.

66. Amendment or Waiver. This Agreement shall not be modified in any respect except by a writing executed by all the Parties hereto, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach of this Agreement, whether prior, subsequent or contemporaneous.

67. Modification. Prior to entry of the Order and Final Judgment, this Agreement may, with approval of the Court, be modified by written agreement of the Parties without giving any additional notice to the Settlement Class, provided that such modifications are not materially adverse to the Settlement Class.

68. Execution in Counterparts. This Agreement may be executed in counterparts. Facsimile signatures or signatures in PDF format shall be considered valid signatures as of the date thereof, and may be filed with the Settlement Court.

69. Integrated Agreement. This Agreement, including the exhibits hereto, contains an entire, complete, and integrated statement of each and every term and provision agreed to by and between the Parties hereto, and supersedes any prior oral or written agreements and

contemporaneous oral agreements among the Parties. The exhibits to this Agreement are integral parts of the Settlement and are hereby incorporated and made parts of this Agreement.

70. Notices. All notices and other communications required or permitted under this Agreement, other than requests for exclusion or objections to the Settlement, shall be in writing and delivered in person, by overnight delivery service or by facsimile. Any such notice shall be deemed given as of the date of receipt and shall be delivered to the Parties as follows:

If to the Settlement Class Representative, Settlement Class Counsel and/or the Settlement Class:

Hassan A. Zavareei
Anna C. Haac
Tycko & Zavareei, LLP
2000 L St., NW, Suite 808
Washington, DC 20036

With a copy to:

Robert A. Izard, Jr., Esq.
Seth R. Klein, Esq.
Mark P. Kindall, Esq.
Izard, Kindall & Raabe, LLP
29 South Main St., Suite 305
West Hartford, CT 06107

If to GE:

Jeffrey J. White, Esq.
John H. Kane, Esq.
Wystan M. Ackerman, Esq
Kevin P. Daly, Esq.
Robinson & Cole LLP
280 Trumbull St.
Hartford, CT 06103

71. Severability. In the event any one or more of the provisions contained in this 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 the Parties mutually elect to proceed as if such invalid, illegal or unenforceable provision had never been included in the Agreement.

72. Confidential Information. Settlement Class Counsel and the Settlement Administrator shall keep confidential any confidential or proprietary information of GE and Samsung that has or may come into their possession in connection with the Civil Action or this Agreement. All personal identifying information of Class Members shall be treated as confidential. Any documents containing confidential information provided to Settlement Class Counsel shall be treated in accord with paragraph 28 of the Stipulated Confidentiality Agreement

and Protective Order entered in this Civil Action on July 29, 2014, except that the parties further agree that Settlement Class Counsel may keep copies of all Class Counsel work product and all documents filed under seal with the Court in conjunction with pleadings filed by either party and copies of all deposition testimony. All other confidential documents produced by GE in the litigation (and not filed with the Court without being sealed) shall be returned to GE or destroyed. In addition to the requirements set forth in this paragraph, Settlement Class Counsel shall continue to comply with the Stipulated Confidentiality Agreement and Protective Order dated July 29, 2014 (Docket Entry No. 39).

73. Deadlines. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.

74. Retention of Records. GE, the Settlement Administrator, and Settlement Class Counsel shall retain copies or images of all returned mailed notices, correspondence related thereto and settlement checks in their possession for a period of two (2) years after the Effective Date. After this time, the Settlement Administrator and Settlement Class Counsel shall destroy any such documentary records they have in their possession regarding the administration of the Settlement (including all Class Member information), and GE will have the option, in its sole discretion, to destroy such records.

75. Contact With Class Members. GE may communicate with Settlement Class Members in the ordinary course of its business. GE will refer inquiries regarding this Agreement and the administration of the Settlement to the Settlement Administrator and Settlement Class Counsel.

SIGNED AND AGREED

For the Settlement Class Representatives, the Settlement Class and Settlement Class Counsel:

_____
Glen Grayson
Dated:

_____
Doreen Mazzanti
Dated:

_____
Daniel Levy
Dated:

_____
David Mequet
Dated:

_____
Lauren Harris
Dated:

_____
Hassan A. Zavareei
Anna C. Haac
Tycko & Zavareei, LLP
2000 L St., NW, Suite 808
Washington, DC 20036

Dated:

For GE:

_____

Print Name: _____

Title: _____

Dated:

and Protective Order entered in this Civil Action on July 29, 2014, except that the parties further agree that Settlement Class Counsel may keep copies of all Class Counsel work product and all documents filed under seal with the Court in conjunction with pleadings filed by either party and copies of all deposition testimony. All other confidential documents produced by GE in the litigation (and not filed with the Court without being sealed) shall be returned to GE or destroyed. In addition to the requirements set forth in this paragraph, Settlement Class Counsel shall continue to comply with the Stipulated Confidentiality Agreement and Protective Order dated July 29, 2014 (Docket Entry No. 39).

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SIGNED AND AGREED

For the Settlement Class Representatives, the Settlement Class and Settlement Class Counsel:

_____
Glen Grayson
Dated: August 12, 2019

_____
Doreen Mazzanti
Dated:

_____
Daniel Levy
Dated:

and Protective Order entered in this Civil Action on July 29, 2014, except that the parties further agree that Settlement Class Counsel may keep copies of all Class Counsel work product and all documents filed under seal with the Court in conjunction with pleadings filed by either party and copies of all deposition testimony. All other confidential documents produced by GE in the litigation (and not filed with the Court without being sealed) shall be returned to GE or destroyed. In addition to the requirements set forth in this paragraph, Settlement Class Counsel shall continue to comply with the Stipulated Confidentiality Agreement and Protective Order dated July 29, 2014 (Docket Entry No. 39).

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SIGNED AND AGREED

For the Settlement Class Representatives, the Settlement Class and Settlement Class Counsel:

_____
Glen Grayson
Dated:

Doreen Mazzanti
Dated: 8/12/2019

_____
Daniel Levy
Dated:

and Protective Order entered in this Civil Action on July 29, 2014, except that the parties further agree that Settlement Class Counsel may keep copies of all Class Counsel work product and all documents filed under seal with the Court in conjunction with pleadings filed by either party and copies of all deposition testimony. All other confidential documents produced by GE in the litigation (and not filed with the Court without being sealed) shall be returned to GE or destroyed. In addition to the requirements set forth in this paragraph, Settlement Class Counsel shall continue to comply with the Stipulated Confidentiality Agreement and Protective Order dated July 29, 2014 (Docket Entry No. 39).

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75. Contact With Class Members. GE may communicate with Settlement Class Members in the ordinary course of its business. GE will refer inquiries regarding this Agreement and the administration of the Settlement to the Settlement Administrator and Settlement Class Counsel.

SIGNED AND AGREED

For the Settlement Class Representatives, the Settlement Class and Settlement Class Counsel:

_____
Glen Grayson
Dated:

_____
Doreen Mazzanti
Dated:

DocuSigned by:
_____
Daniel Levy
Dated: 8/20/2019

David Mequet
Dated: August 19, 2019

_____
Lauren Harris
Dated:

_____
Hassan A. Zavareei
Anna C. Haac
Tycko & Zavareei, LLP
2000 L St., NW, Suite 808
Washington, DC 20036

Dated:

For GE:

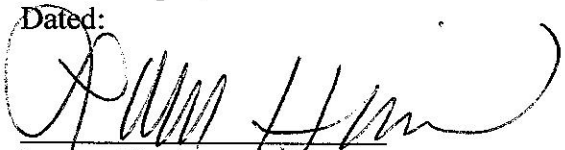
_____

Print Name: _____

Title: _____

Dated:

David Mequet
Dated:



Lauren Harris
Dated: 8/15/19

Hassan A. Zavareei
Anna C. Haac
Tycko & Zavareei, LLP
2000 L St., NW, Suite 808
Washington, DC 20036

Dated:

For GE:

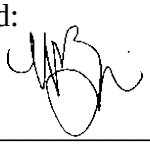
Print Name: _____

Title: _____

Dated:

_____
David Mequet
Dated:

_____
Lauren Harris
Dated:



_____
Hassan A. Zavareei
Anna C. Haac
Tycko & Zavareei, LLP
2000 L St., NW, Suite 808
Washington, DC 20036

Dated: 08/20/2019

For GE:

_____

Print Name: _____

Title: _____

Dated:

David Mequet
Dated:

Lauren Harris
Dated:

Hassan A. Zavareei
Anna C. Haac
Tycko & Zavareei, LLP
2000 L St., NW, Suite 808
Washington, DC 20036

Dated:

For GE:

Print Name: ROLAND SCHROEDER

Title: GLOBAL EXECUTIVE LITIGATION COUNSEL

Dated: 8/14/19

Exhibit A

LEGAL NOTICE

If you purchased or own a GE® microwave model JEB 1090, JEB 1095, ZMC 1090, or ZMC 1095, you may be entitled to benefits from a class action settlement.

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

(xxx) xxx-xxxx
www.Website.com

Claim ID: XXXXXX

A settlement has been proposed in a class action lawsuit pending in the United States District Court for the District of Connecticut. The lawsuit alleges that General Electric Company ("GE") sold certain GE-branded microwave ovens manufactured between 1995 and 2007 that contained defects such that the glass on the door of these microwaves may break or shatter spontaneously. GE denies that the microwaves are defective and denies that it did anything wrong. The case is known as *Glen Grayson, et al. v. General Electric Company*, Case No. 3:13-cv-01799-*WWE* in the U.S. District Court for the District of Connecticut.

Who is included? You are receiving this notice because GE's records indicate you may be a "Class Member" in this lawsuit. You are a Class Member if you purchased or owned a GE Profile or GE Monogram microwave oven bearing the model numbers beginning with JEB1090, JEB1095, ZMC1090, or ZMC1095. The class does not include retailers, resellers or wholesalers.

What benefits are provided? For valid claims, the settlement payments range from $5 (cash or rebate certificate) to $300 depending on whether you still own the GE microwave oven and whether you suffered spontaneous breakage or shattering of the glass on the door of your GE microwave oven. The amounts paid will be determined after a review of your submitted claim form and any documentation or photographs that you submit in support of your claim, if required. This is described in a detailed notice that is available, along with claim forms, at [**www.website.com**].

What are my options? Your deadline to make a claim, exclude yourself or object to the settlement is **[deadline]**. An explanation of your legal rights, along with the claim form and instructions for submitting a claim form, excluding yourself or objecting to the settlement are at [**www.website.com**].

Who represents me? The Court has appointed the law firms of Tycko & Zavareei LLP and Izard, Kindall & Raabe LLP as "Settlement Class Counsel." You do not have to pay Class Counsel. You may hire your own lawyer at your own expense.

What if I do nothing? If you are a Class Member and do nothing, you will not receive any benefit if the proposed settlement is approved, and you will not be able to pursue any other lawsuit against GE, Haier or Samsung companies concerning or relating to the claims alleged in this lawsuit.

How do I get more information? Go to www.Website.com. You may also send an email to info@website.com or call xxx-xxx-xxxx.

Exhibit B

Grayson v. GE – Form of Emailed Notice

To: Jane Doe
Subject: GE Microwave Class Action Settlement

If you purchased or owned a GE® microwave model JEB 1090, JEB 1095, ZMC 1090, or ZMC 1095, you may be entitled to benefits from a class action settlement.

A settlement has been proposed in a class action lawsuit pending in the United States District Court for the District of Connecticut. The lawsuit alleges that certain microwave models listed above manufactured between 1995 and 2007 and sold under the GE brand contain defects such that the glass on the doors of these microwave ovens may break or shatter spontaneously. GE denies that the microwaves are defective and denies that it did anything wrong. The case is known as *Glen Grayson, et al. v. General Electric Company*, Case No. 3:13-cv-01799-WWE in the U.S. District Court for the District of Connecticut. You are receiving this notice because GE's records show that you may be a Class Member.

Who is included? You are a "Class Member" if you are a person, other than a retailer, reseller, or wholesaler, residing in the United States of America, who purchased or owned a microwave oven bearing the GE Profile or GE Monogram brand, and bearing a model number beginning with JEB1090, JEB1095, ZMC1090, or ZMC1095 ("Covered Microwave").

What benefits are provided?

A Class Member who experienced the spontaneous breakage or shattering of the glass on the door of the Covered Microwave and submits a valid claim form with certain required documentation may be eligible to receive $300. A Class Member who did not experience the spontaneous breakage or shattering of the glass on the door of the Covered Microwave oven and submits a valid claim form with certain required documentation may be eligible to receive either a $5 payment (if the class member still owns the Covered Microwave) or a certificate entitling them to a $5 rebate on the purchase of a GE microwave oven (if the class member no longer owns the Covered Microwave). Further details are available at [website].

What are your options? If you are a Class Member, your deadline to make a claim is [deadline]. Your deadline to exclude yourself or object to the settlement is [deadline]. An explanation of your legal rights, along with the claim form and instructions for submitting a claim form, excluding yourself or objecting to the settlement are at [website].

Who represents the class? The Court appointed the law firms of Tycko & Zavareei LLP and Izard Kindall & Raabe LLP to represent the class as "Class Counsel." You do not have to pay Class Counsel. You may hire your own lawyer at your own expense if you wish.

What if I do nothing? If you are a Class Member and do nothing, you will not receive any benefit if the proposed settlement is approved, and you will not be able to pursue any other lawsuit concerning or relating to the alleged defects in a Covered Microwave against General Electric Company, Haier US Appliance Solutions, Inc. d/b/a GE Appliances, a Haier Company, Samsung Electronics America, Inc., and Samsung Electronics Co., Ltd. and other related entities as set forth in Paragraphs 19-21 and 49 of the Settlement Agreement available at [website].

How do I get more information? Go to [website]. You may also send an email to [email address] or call [toll-free number].

Exhibit C

Cover Letter for Distributor Notice

Legal Notice

[GE Distributor Name]
[Address]
[Address]
[City], [ST] [ZIP]

RE: **GE® Microwave Class Action Settlement**

[Month 00, 2017]

Dear [GE Distributor],

A settlement has been proposed in a class action lawsuit pending in the United States District Court for the District of Connecticut, alleging that certain microwave models manufactured between 1995 and 2007 and sold under the GE brand may contain a defect that could cause the glass on their doors to break or shatter spontaneously. GE denies that the microwaves are defective and denies that it did anything wrong. The affected models are JEB 1090, JEB 1095, ZMC 1090 and ZMC 1095.

Please review the enclosed notice to learn how a class action lawsuit about this alleged defect may affect your customers.

In addition, you may wish to post the attached notice in an appropriate area if you have a showroom that customers visit or send a copy of the notice to any customers who may be "Class Members." You may also point customers to www.[casewebsite].com if they need additional information.

Thank you.

Sincerely,

[Sender's name]
[Address]
[Address]
[City], [ST] [ZIP]
[Phone]
[Website]

Legal Notice

If you purchased or owned a GE® microwave model JEB 1090, JEB 1095, ZMC 1090, or ZMC 1095, you may be entitled to benefits from a class action settlement.

A settlement has been proposed in a class action lawsuit pending in the United States District Court for the District of Connecticut. The lawsuit alleges that certain microwave models listed above manufactured between 1995 and 2007 and sold under the GE brand contain defects such that the glass on the doors of these microwave ovens may break or shatter spontaneously. GE denies that the microwaves are defective and denies that it did anything wrong. The case is known as *Glen Grayson, et al. v. General Electric Company*, Case No. 3:13-cv-01799-WWE in the U.S. District Court for the District of Connecticut.

Who is included? You are a "Class Member" if you are a person, other than a retailer, reseller, or wholesaler, residing in the United States of America, who purchased or owned a microwave oven bearing the GE Profile or GE Monogram brand, and bearing a model number beginning with JEB1090, JEB1095, ZMC1090, or ZMC1095 ("Covered Microwave").

What benefits are provided? A Class Member who experienced the spontaneous breakage or shattering of the glass on the door of the Covered Microwave and submits a valid claim form with certain required documentation may be eligible to receive $300. A Class Member who did not experience the spontaneous breakage or shattering of the glass on the door of the Covered Microwave oven and submits a valid claim form with certain required documentation may be eligible to receive either a $5 payment (if the class member still owns the Covered Microwave) or a certificate entitling them to a $5 rebate on the purchase of a GE microwave oven (if the class member no longer owns the Covered Microwave). Further details are available at [website].

What are your options? If you are a Class Member, your deadline to make a claim is [deadline]. Your deadline to exclude yourself or object to the settlement is [deadline]. An explanation of your legal rights, along with the claim form and instructions for submitting a claim form, excluding yourself or objecting to the settlement are at [website].

Who represents the class? The Court appointed the law firms of Tycko & Zavareei LLP and Izard Kindall & Raabe LLP to represent the class as "Class Counsel." You do not have to pay Class Counsel. You may hire your own lawyer at your own expense if you wish.

What if I do nothing? If you are a Class Member and do nothing, you will not receive any benefit if the proposed settlement is approved, and you will not be able to pursue any other lawsuit concerning or relating to the alleged defects in a Covered Microwave against General Electric Company, Haier US Appliance Solutions, Inc. d/b/a GE Appliances, a Haier Company, Samsung Electronics America, Inc., and Samsung Electronics Co., Ltd. and other related entities as set forth in Paragraphs 19-21 and 49 of the Settlement Agreement available at [website].

How do I get more information? Go to [website]. You may also send an email to [email address] or call [toll-free number].

Exhibit D

LEGAL NOTICE BY ORDER OF THE COURT

IF YOU PURCHASED OR OWNED A GE PROFILE OR GE MONOGRAM BRAND MICROWAVE OVEN BEARING MODEL NUMBERS BEGINNING WITH JEB1090, JEB1095, ZMC1090 OR ZMC1095, YOU MAY BE ENTITLED TO BENEFITS FROM A CLASS ACTION SETTLEMENT

A court authorized this notice.
This is not a solicitation from a lawyer.
You are not being sued.

A settlement has been proposed in a class action lawsuit pending in the United States District Court for the District of Connecticut (the "Court"). The lawsuit alleges that General Electric Company ("GE") sold certain GE-branded microwave ovens that contained defects such that the glass on the door of these microwaves may break or shatter spontaneously. GE denies that the microwaves are defective and denies that it did anything wrong.

The proposed settlement will provide monetary benefits to persons (other than retailers, resellers, or wholesalers) who purchased or owned a GE Profile or GE Monogram brand microwave oven bearing the model numbers JEB1090, JEB1095, ZMC1090, or ZMC1095 (a "Covered Microwave"), manufactured between 1995 and 2007. You are receiving this notice because GE's records show that you may be a Class Member (see Question 3 below).

YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT	
CLAIM A BENEFIT	You may submit a claim form to the Settlement Administrator. **The deadline is _____, 2019.** (see Question 7 below)
EXCLUDE YOURSELF	You may submit a request for exclusion to the Settlement Administrator. **The deadline is _____, 2019.** (see Question 8 below)
OBJECT	You may submit an objection to the proposed settlement to the Court. **The deadline is _____, 2019.** (see Question 12 below)
GO TO A HEARING	You may attend a hearing at the Court. You may also submit to the Court a request for permission to speak at a hearing. (see Questions 14 and 15 below)
DO NOTHING	You will not be able to receive a benefit under the settlement nor pursue any other lawsuit against GE. (see Question 16 below)

These rights and options, and the deadlines to exercise them, are explained in this notice.
The Court in charge of this case still has to decide whether to approve this settlement. Payments for valid claims will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. WHAT IS THIS LAWSUIT ABOUT?

In a class action lawsuit, one or more people called a "Class Representative" (in this case, Glen Grayson, Doreen Mazzanti, Daniel Levy, David Mequet, and Lauren Harris), sue on behalf of people who have similar claims. The people together are a "Class." One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

This lawsuit alleges that GE sold certain GE Profile and GE Monogram microwave ovens bearing the model numbers JEB1090, JEB1095, ZMC1090, or ZMC1095 that contained defects such that the glass on the door of these microwave ovens may break or shatter spontaneously. GE denies all allegations of wrongdoing and contends that the microwave ovens are not defective.

2. WHY IS THERE A PROPOSED SETTLEMENT?

The Court did not reach a final decision in favor of the Class Representatives or GE. Instead, both sides agreed to a proposed settlement. Settlements avoid the costs and uncertainty of a trial and related appeals, while providing benefits to members of the Class. The Class Representatives and the attorneys for the proposed class think the proposed settlement is best for all members of the Class. The Court in charge of the lawsuit has granted preliminary approval of this proposed settlement and has ordered this notice be mailed to explain it.

3. WHO IS AFFECTED BY THE PROPOSED SETTLEMENT?

You are a member of the Class and are affected by the proposed settlement, as explained further in this notice, if you purchased or owned a GE Profile or GE Monogram brand microwave oven bearing a model number beginning with JEB1090, JEB1095, ZMC1090, or ZMC1095 at any time between January 1, 1995 and the date of entry of an order of the Court granting preliminary approval of the proposed settlement ("Class Member").

If you have questions about whether you are a Class Member, you may contact the Settlement Administrator at [toll-free number]. You may also contact Class Counsel (see Question 10 below).

If you are a Class Member, you have a right to submit a claim form to receive benefits under the proposed settlement. The process for submitting a claim form is described in Question 7 below.

4. WHAT BENEFITS ARE PROVIDED?

If you are a Class Member and you submit a valid claim form (with accompanying documentation if required) by the deadline, GE will conduct an individual review of your claim, and your benefit will be as follows:

(A) If you are a Class Member who can demonstrate that you have experienced spontaneous glass breakage or shattering of the Covered Microwave oven door at any time prior to the date that is 90 days after the entry of an Order and Final Judgment, your benefit will be a $300 payment.

(B) If you are a Class Member who have never experienced spontaneous glass breakage or shattering of the Covered Microwave oven door and can demonstrate that you still own a Covered Microwave as of 90 days after the entry of an Order and Final Judgment, your benefit will be $5 payment.

(C) If you are a Class Member who have never experienced spontaneous glass breakage or shattering of the Covered Microwave oven door and can demonstrate that you owned a Covered Microwave as of the date of the entry of an Order and Final Judgment, your benefit will be a certificate entitling you to a $5 rebate on the purchase of a new GE microwave oven, good for 180 days after the entry of an Order and Final Judgment.

5. WHAT IF I DISAGREE WITH THE DETERMINATION OF MY CLAIM?

If you submit a claim form, your claim is determined to be invalid, and you disagree, or if you believe that the amount of your individual payment is not calculated properly in accordance with the terms of the settlement (as described in Question 4 above), you must send a letter explaining specifically why you disagree. Be sure to include: (1) your full name and current address; and (2) your signature. You also have the right to object to the approval of the Settlement Agreement instead of or in addition to objecting to the determination of your claim, as described in Question 12 below. You also have the right to exclude yourself from the settlement, in which case you may retain any right you may have to sue GE separately, but you will not receive any payment as part of the settlement. This is described in Question 8 below.

If you decide to dispute the determination of your claim, your letter must be postmarked within 30 days of the postmark date of the notice of the determination of your claim and must be mailed to the Settlement Administrator at the following address:

[**SETTLEMENT ADMINISTRATOR ADDRESS**]

The Settlement Administrator will provide a copy of your letter to GE and to Settlement Class Counsel (the lawyers representing the Class). You may also contact Settlement Class Counsel (see Question 10 below) regarding your dispute if you wish to do so. A neutral evaluator will determine whether your claim was resolved correctly. The Settlement Administrator will notify you of the neutral evaluator's final decision, which will be binding on you and GE. A more detailed explanation of the process for resolving disputes regarding the determination of claims

Paragraph 40 of the Settlement Agreement, which is available at [settlement website] or by calling [toll-free number].

If you have questions about this, you should contact the Settlement Administrator through the settlement website at [website address] or at [toll-free number], or you can contact Settlement Class Counsel (see Question 10 below).

6. HOW WILL MY LEGAL RIGHTS BE LIMITED BY THE PROPOSED SETTLEMENT?

IF THE PROPOSED SETTLEMENT IS APPROVED, YOU WILL LOSE THE RIGHT TO BRING A LEGAL CLAIM AGAINST GE OR SAMSUNG FOR CERTAIN CLAIMS RELATING TO A COVERED MICROWAVE

If you do not exclude yourself (see Question 8 below) and the proposed settlement is approved, you will be in the "Settlement Class." That means that you will not be able to sue or be part of any other lawsuit against General Electric Company, Haier US Appliance Solutions, Inc. d/b/a GE Appliances, a Haier Company, Samsung Electronics America, Inc., Samsung Electronics Co., Ltd. or related persons and entities ("Released Entities") about the legal issues in this case. All of the Court's orders will apply to you and legally bind you. You will "release and discharge" the Released Entities for any claims arising from or relating in any way to the breaking or shattering of the glass on the door of a Covered Microwave, or relating in any way to the purchase or ownership of a Covered Microwave. (Claims for personal injury will not be released.) All of this is described in further detail in Paragraphs 19-21 and 49 of the Settlement Agreement. The Settlement Agreement specifically describes the released claims in necessarily accurate legal terminology. A complete copy of the Settlement Agreement can be obtained from the settlement website at [settlement website address] or from the Settlement Administrator at [toll-free number]. Talk to Settlement Class Counsel (see Question 10 in the section on "The Lawyers Representing You" below) or your own lawyer if you have questions about the released claims or what they mean.

If you believe the relief provided by the proposed settlement is inadequate (other than a dispute over your individual claim, which is addressed under Question 5 above), your only options are to exclude yourself as explained under Question 8 below and not be part of the Settlement Class, or to explain your views to the Court by filing an objection in the manner described under Question 12 below.

SUBMITTING A CLAIM FORM TO PARTICIPATE IN THE SETTLEMENT

7. HOW DO I SUBMIT A CLAIM FORM TO PARTICIPATE IN THE PROPOSED SETTLEMENT?

In order to participate in the proposed settlement and receive a payment if you are eligible for payment, you must submit a claim form. The claim form informs GE and Settlement Class Counsel that you wish to participate in the proposed settlement.

Class Members who reported spontaneous glass breakage or shattering of a Covered Microwave oven door to GE and whose incident is listed in GE's Product Safety Database will receive with this mailed notice a simplified claim form that does not require them to provide any accompanying documentation. Class Members may submit the claim form either by mail, or online by entering certain information at [website]. Class Members who believe that their claims are in GE's Product Safety Database and did not receive a mailed notice, or misplaced their mailed notice, may contact the Settlement Administrator at [toll-free number] or [email address].

Class Members who did not experience spontaneous glass breakage or shattering of a Covered Microwave oven door, or experienced an incident not listed in GE's Product Safety Database must submit a more detailed claim form together with accompanying documentation. This claim form is attached to this notice. It may be submitted online at [website] with all required information uploaded, or by mail to the Settlement Administrator at [address].

CLAIM FORMS THAT ARE NOT SUBMITTED ONLINE OR POSTMARKED ON OR BEFORE [DEADLINE] WILL NOT BE HONORED.

You must submit your claim form at [website] or by mail. You cannot submit a claim form by telephone, facsimile or email. You cannot submit a claim form by mailing a request to any other location. You cannot submit a claim form after the deadline. The claim form must be signed by you or your legal representative (if you submit an online claim form, typing your name in the signature box will constitute your legal signature).

If you submit a timely claim form, you will be included in the Class, you will receive payment if the settlement is approved by the Court and if you are eligible for payment, and you will not be able to sue or be part of any other lawsuit against GE or Samsung about the legal issues in this case.

If you do not submit a timely claim form, you will not receive any monetary benefit if the proposed settlement is approved. Unless you exclude yourself from the Class (see Question 8 below), you will give up the right you may have, if any, to sue GE or Samsung for relief arising from the claims that this proposed settlement resolves (see Question 6 above).

If you move after submitting a claim form, it is your responsibility to provide your new address to the Settlement Administrator. Checks will be mailed to the most recent address on file with the Settlement Administrator.

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

If you are a Class Member and you want to keep the right you may have, if any, to sue GE or Samsung based on the spontaneous glass breakage or shattering to the door of a Covered Microwave Oven, you must exclude yourself from the Class, as described below.

8. HOW DO I EXCLUDE MYSELF FROM THE PROPOSED SETTLEMENT?

To exclude yourself and not be part of the Settlement Class, you must send a letter by mail saying that you wish to do so. Your letter should state: "I/we request that I/we be excluded from the class in *Glen Grayson, et al. v. General Electric Company*, Case No. 3:13-cv-01799-WWE and do not wish to participate in the settlement." Be sure to include: (1) your full name(s) and current address(es); and (2) your signature(s). Your request for exclusion must be postmarked no later than **[deadline]**, and must be mailed to:

[SETTLEMENT ADMINISTRATOR ADDRESS]

REQUESTS FOR EXCLUSION THAT ARE NOT POSTMARKED ON OR BEFORE [DEADLINE] WILL NOT BE HONORED.

You cannot exclude yourself by telephone or by email. You cannot exclude yourself by mailing a request to any other location. You cannot exclude yourself by mailing a request after the deadline. The letter must be signed by you or your legal representative.

9. IF I DON'T EXCLUDE MYSELF, CAN I SUE GE FOR THE SAME THING LATER?

No. If the proposed settlement is approved, you give up the right you may have, if any, to sue GE or Samsung for relief arising from the claims that this proposed settlement resolves. See the answer to Question 6 above.

THE LAWYERS REPRESENTING YOU

10. DO I HAVE A LAWYER IN THE CASE?

The Court has appointed the following lawyers to represent you and the other Settlement Class Members:

Hassan A. Zavareei
Anna C. Haac
Tycko & Zavareei LLP
1828 L St., NW, Suite 1000
Washington, DC 20036
(202) 973-0900

And

Robert A. Izard, Jr.
Seth R. Klein
Mark P. Kindall
Izard, Kindall & Raabe LLP
29 South Main St., Suite 305
West Hartford, CT 06107
(860) 493-6292

These lawyers are called Settlement Class Counsel. You will not be charged by these lawyers for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. HOW WILL THE LAWYERS BE PAID?

Payments of attorneys' fees and expenses will not reduce the amounts paid to Settlement Class Members who are entitled to payments under the terms of the Settlement Agreement. Any attorneys' fees and expenses approved by the Court will be paid by GE separately from the money paid to Settlement Class Members. Settlement Class Counsel will ask the Court to award up to $1,350,000 for (1) attorneys' fees and costs to Settlement Class Counsel and (2) service awards to Settlement Class Representatives, who are Glen Grayson, Doreen Mazzanti, Daniel Levy, David Mequet, and Lauren Harris, in the amount of $5,000 each. Settlement Class Counsel's request will be available on the Settlement Administrator's Website at [**website**] by [**14 days before deadline for objections**]. GE has agreed not to oppose the request for the award up to these amounts. The Court may award less than these amounts. The costs of notifying Class Members and of administering the proposed settlement will also be borne by GE and will not reduce the amounts paid to Settlement Class Members.

OBJECTING TO THE PROPOSED SETTLEMENT

12. HOW DO I TELL THE COURT THAT I DO NOT LIKE THE PROPOSED SETTLEMENT?

If you are a Class Member and you do not exclude yourself (see Question 8 above), you can object to the proposed settlement if you do not think the proposed settlement is fair, reasonable or adequate.

You can ask the Court to deny approval of the proposed settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney, at your own expense, if the Court allows. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must: (1) clearly identify the case name and number (*Glen Grayson, et al. v. General Electric Company*, Case No. 3:13-cv-01799-WWE), (2) identify your full name, address, email address, and telephone number; (3) provide an explanation of the basis upon which you claim to be a Class Member; (4) identify all grounds for the objection, accompanied by any legal support for the objection; (5) identify all counsel who represent you, former or current counsel who may seek compensation for any reason related to the objection; (6) include a statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; (7) include a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; (8) include all documentary

evidence that will be offered at the Final Approval Hearing in support of the objection; (9) identify all counsel representing you who will appear at the Final Approval Hearing; (10) include your signature (an attorney's signature is not sufficient); (11) be submitted to the Court either by mailing them to the Clerk of Court, United States District Court for the District of Connecticut, 915 Lafayette Boulevard, Bridgeport, CT 06604, or by filing them in person at any location of the United States District Court for the District of Connecticut; and (12) be filed or postmarked on or before **[deadline]**.

If you object and the settlement is approved, you will still be entitled to receive benefits under the settlement if you qualify, but you must submit a timely claim form to do so (see Question 7 above). Submitting a timely claim form does not waive an objection to the settlement.

13. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you do not like something about the proposed settlement. You can object only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be included in the Settlement Class. If you exclude yourself, you have no basis to object to the settlement because the settlement no longer affects you. If you object, and the Court approves the settlement anyway, you will still be legally bound by the result.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing on **_____, 2019 at ___[a.m./p.m.]** at the United States District Court, 915 Lafayette Boulevard, Bridgeport, CT 06604. The date of the hearing may change. If you plan to attend, please check the settlement website at [settlement website address] or the Court's docket on PACER at https://ecf.ctd.uscourts.gov or visit the Court Clerk's Office to confirm the date of the hearing. At this hearing, the Court will consider whether the proposed settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may listen to people who have submitted timely requests to speak at the hearing. The Court may also decide how much Settlement Class Counsel will receive as attorneys' fees and expenses, and the amount of an award, if any, the Settlement Class Representatives will receive. At or after the hearing, the Court will decide whether to approve the proposed settlement. We do not know how long these decisions will take.

14. DO I HAVE TO COME TO THE HEARING?

No. Settlement Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection on time, the Court will consider it.

15. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in the *Grayson v. General Electric Company* case." You must include your name, address, telephone number and your

signature, and your letter must identify the points you wish to speak about at the hearing, enclose copies of any documents you intend to rely on at the hearing, and state whether you intend to have a lawyer speak on your behalf. You or your lawyer cannot speak at the hearing if you have excluded yourself from the settlement.

IF YOU DO NOTHING

16. WHAT HAPPENS IF I DO NOTHING?

If you are a Class Member and you do nothing, you will be included in the Settlement Class, but you will not receive a monetary benefit even if the proposed settlement is approved. You also will not be able to pursue any other lawsuit against GE or Samsung concerning or relating to the claims alleged in this lawsuit.

GETTING MORE INFORMATION

17. ARE THERE MORE DETAILS ABOUT THE PROPOSED SETTLEMENT?

This notice summarizes the proposed settlement. For precise terms and conditions of the settlement, please see the Settlement Agreement available at **[website]**, by contacting Settlement Class Counsel (see Question 10 above), by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.ctd.uscourts.gov, or by visiting the Office of the Clerk of the Court for the United States District Court for the District of Connecticut, 915 Lafayette Boulevard, Bridgeport, CT 06604, between 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding Court holidays.

18. WHAT IF THERE ARE CHANGES TO THE PROPOSED SETTLEMENT?

If you wish to be notified regarding any changes to the Settlement, you must mail to the Settlement Administrator a request for notice, or send such a request in writing to Settlement Class Counsel, who will maintain a list of all such requests that are received. If you provide an e-mail address, you agree to electronic notification by e-mail.

PLEASE DO NOT TELEPHONE GE, THE COURT, OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

Exhibit E

[Version of Claim Form to be sent to class members who had a spontaneous glass breakage or shattering incident listed in the Safety Database]

***Glen Grayson, et al. v. General Electric Company* Class Action Settlement**

United States District Court for the District of Connecticut
Case No. 3:13-cv-01799-WWE

Instructions: You are receiving this claim form because you notified GE of a spontaneous glass breakage or shattering incident relating to a GE Profile or GE Monogram microwave oven that is included in the class action settlement that is described in the accompanying legal notice. You must submit this form **no later than [DEADLINE]** if you wish to claim a $300 payment under the settlement agreement. Only one claim will be honored per Covered Microwave and per household. See Question 7 of the Legal Notice you received for further information regarding the purpose of this form.

[Name and Address pre-populated from GE database, with address updating by Settlement Administrator]

Name: _____

Address: _____

City, State, Zip: _____

Email address: _____

I declare under penalty of perjury under the laws of the United States of America that I or a member of my household: (1) owned a microwave oven bearing the GE Profile or GE Monogram brand, and bearing a model number beginning with JEB1090, JEB1095, ZMC1090, or ZMC1095; (2) experienced spontaneous breakage or shattering of the glass on the door of the microwave oven; and (3) made a report of such incident to General Electric Company on or before [date of Preliminary Approval Order].

[Online Form – By typing your name in the box below, this constitutes your legal signature.]

_____
Signature

Mail this form no later than [DEADLINE] to [ADMINISTRATOR ADDRESS]

[Version of Claim Form to be sent to class members who did not have a spontaneous glass breakage or shattering incident listed in the Safety Database]

***Glen Grayson, et al. v. General Electric Company* Class Action Settlement**

United States District Court for the District of Connecticut
Case No. 3:13-cv-01799-WWE

Instructions: You must submit this form **no later than [DEADLINE]** if you wish to be considered for the receipt of benefits pursuant to the settlement. See Question 7 of the Legal Notice you received for further information regarding the purpose of this form.

Name: _____

Address: _____

City, State, Zip: _____

Email address: _____

Please check ONE of the three boxes below, enter the information requested below the box checked, enclose [online form: upload below] any requested documentation described with respect to the type of claim you are making, and [mail your form to [SETTLEMENT ADMINISTRATOR ADDRESS]] [online form: type your name as your signature in the box below and click "Submit"].

☐ I wish to make a claim under the settlement agreement for a $300 payment. I or a member of my household purchased or owned a microwave oven bearing the GE Profile or GE Monogram brand, and bearing a model number beginning with JEB1090, JEB1095, ZMC1090, or ZMC1095, for which I or a member of my household experienced spontaneous glass breakage or shattering of the microwave oven door during the period that I or a member of my household owned the microwave oven.

- The approximate date the microwave oven was purchased is _____.
- The color of the microwave oven was _____.
- Did you report the incident to GE? _____.
- If not, please explain why you did not report the incident to GE: _____

_____

_____

_____

_____

_____

_____

_____

- Please describe the incident. _____

_____

_____

_____

_____

_____

_____

_____

  - Please [return with this form / online form: upload at the link below] a clear photo of the spontaneous glass breakage or shattering, or other documentation that substantiates that the incident occurred.
  - The serial number of the microwave oven is _____. (NOTE: This can be found by looking on the inside of your microwave oven.)
  - If you do not have the serial number of the microwave oven, please [return with this form] [online form: upload at the link below] either (1) a purchase receipt for the microwave oven or (2) a photograph of the microwave oven sufficient to prove prior ownership.

☐ I wish to make a claim under the settlement agreement for a $5 payment. I or a member of my household purchased or owned a microwave oven bearing the GE Profile or GE Monogram brand, and bearing a model number beginning with JEB1090, JEB1095, ZMC1090, or ZMC1095. I or a member of my household still owns this microwave oven.

  - The serial number of the microwave oven is _____. (NOTE: This can be found by looking on the inside of your microwave oven.)

- Please also [return with this form] [online form: upload at the link below] either a purchase receipt or a photograph of the microwave oven time-stamped within 30 days of the date you sign this form.

☐ I wish to make a claim under the settlement agreement for a $5 rebate on the purchase of a new GE microwave oven. I or a member of my household purchased or owned a microwave oven bearing the GE Profile or GE Monogram brand, and bearing a model number beginning with JEB1090, JEB1095, ZMC1090, or ZMC1095. I or a member of my household no longer owns this microwave oven.

- The serial number of the microwave oven was _____.
- The approximate date the microwave oven was purchased is _____.
- The color of the microwave oven was _____.
- If you do not have or remember the requested information above, please [return with this form] [online form: upload at the link below] either (1) a purchase receipt for the microwave oven or (2) a photograph of the microwave oven sufficient to prove prior ownership.

I declare under penalty of perjury under the laws of the United States of America that to the best of my knowledge the information set forth next to the box that I checked above is true and correct, and the information and documentation I have enclosed herewith is true and accurate.

[Online Form – By typing your name in the box below, this constitutes your legal signature.]

_____
Signature

Mail this form no later than [DEADLINE] to [ADMINISTRATOR ADDRESS]

Exhibit B

AGREEMENT FOR PAYMENT OF SETTLEMENT-RELATED PAYMENTS

WHEREAS a Class Action Settlement Agreement and Release has been reached in the lawsuit (the "Suit") entitled *Glen Grayson, et al. v. General Electric Company*, Case No. 3:13-cv-01799-WWE, originally filed on December 4, 2013 in the United States District Court for the District of Connecticut (the "Court");

WHEREAS Samsung Electronics Co., Ltd. ("Samsung"), a corporation organized and existing under the laws of Republic of Korea, has been providing indemnification to General Electric Company ("GE"), in accordance with the Contract Manufacturing Agreement dated December 17, 2002 and effective November 16, 2000 by and between Samsung, GE Appliances Asia Limited (formerly a subsidiary of GE) and GEA Parts, LLC, as amended (the "CMA"); and

WHEREAS due to certain corporate transactions, certain assets, rights and liabilities were transferred from GE to Haier US Appliance Solutions, Inc. d/b/a GE Appliances, a Haier Company ("Haier");

NOW THEREFORE, Samsung, GE and Haier (collectively, the "Parties") hereby agree as follows.

(1) Settlement Payments: The Class Action Settlement Agreement and Release ("Settlement Agreement") to be entered into in the Suit by General Electric Company, Glen Grayson, Doreen Mazzanti, Daniel Levy, David Mequet and Lauren Harris provides for various payments to be made, consisting of settlement benefits for class members (in a not-yet-determined amount, which will depend on the number and nature of valid claims made) and settlement administration fees to be paid to Epiq Class Action & Claims Solutions, Inc. ("Epiq"); plaintiffs' attorneys' fees and class representative service awards as awarded by the Court not to exceed $1,350,000, to be paid to Tycko & Zavareei, LLP and Izard, Kindall & Raabe, LLP (the "Plaintiffs' Attorneys"); and neutral evaluator fees (if necessary) of $500 per hour, to be paid to Epiq, which will then pay Antonio C. Robaina of McElroy, Deutsch, Mulvaney & Carpenter LLP (the "Neutral Evaluator"). Samsung hereby agrees to make the foregoing payments directly to Epiq and the Plaintiffs' Attorneys as they come due, within the timeframes for the payments and in accordance with the conditions specified in the Settlement Agreement and the Services Agreement to be entered into between Epiq and Samsung. By acknowledging and consenting to this agreement, the Settlement Class Representatives, the Settlement Class and Settlement Class Counsel are not waiving any of their rights against GE under the Settlement Agreement in the event of any failure by Samsung to comply with this agreement.

(2) Determination of Validity of Claims: Epiq will perform the function of GE to determine the validity of claims made by Settlement Class Members under Paragraph 40 of the Settlement Agreement. Haier will provide information to Epiq to assist in the determination of the validity of claims. In accordance with the Settlement Agreement, Samsung reserves all rights to verify (a) all of the claims made by Settlement Class Members and (b) all of Epiq's determination of the validity of the claims.

(3) Defense Attorneys' Fees and Expenses: Samsung will continue to pay the attorneys' fees and expenses of Robinson & Cole LLP for the representation of GE in the Suit, as they come due.

(4) Other Obligations: With respect to this Suit only, GE and Haier agree that they will assert no claim for indemnification against Samsung other than for those payments specified in this Agreement or for any additional liabilities, costs or obligations that may arise in the future in connection with this Suit (by way of example only, if the Court rejects or proposes adjustments to the settlement, Plaintiffs or class members assert a claim for breach of the settlement, and/or the additional defense costs that will be incurred by Robinson & Cole LLP). This Agreement shall not otherwise modify or amend in any way Samsung's obligations under the CMA, including Samsung's indemnity obligations with respect to any other claims that may be asserted in relation to the same products at issue in the Suit.

(5) Miscellaneous: This agreement is binding upon, and shall inure to the benefit of, the Parties and their respective agents, employees, representatives, officers, directors, parent companies, subsidiaries, affiliated entities, assigns, heirs, executors, administrators, insurers, and successors in interest. This agreement contains the entire agreement and understanding between and among the Parties hereto with respect to the subject matter hereof, and supersedes any prior agreements or understandings between the Parties with respect to the subject matter hereof. This agreement shall be governed exclusively by the laws of the State of New York without regard to principles of conflicts of law. This agreement may not be modified or amended except in a writing executed on behalf of all of the Parties. The Parties agree that failure to insist on strict compliance with any of the terms hereof shall not constitute a waiver or grounds for estoppel with respect to any rights of any party under this agreement. This agreement shall be deemed severable in the event that any provision is determined to be invalid. This agreement may be executed in counterparts and with electronic signatures and when so executed shall constitute a binding original.

The undersigned represent and warrant that they are duly authorized to execute this agreement on behalf of the entities set forth below, and that they have each carefully read and understood this agreement and had the opportunity to seek legal advice regarding it.

AGREED TO THIS ___ DAY OF JUNE, 2019

Samsung Electronics Co., Ltd.
SAMSUNG ELECTRONICS CO., LTD.

By: _____
Print Name: _____
Title: _____
Ki Nam Kim, Vice Chairman & CEO

General Electric Company

By: _____
Print Name: _____
Title: _____

Haier US Appliance Solutions, Inc. d/b/a GE Appliances, a Haier Company

By: _____
Print Name: _____
Title: _____

ACKNOWLEDGED AND CONSENTED TO:

Tycko & Zavareei, LLP (for the Settlement Class Representatives, the Settlement Class and Settlement Class Counsel)

By: _____
Print Name: _____
Title: _____

Epiq Class Action & Claims Solutions, Inc.

By: DocuSigned by: Brandon Works 25CBrandon Works
Print Name: _____
Title: Controller

Antonio C. Robaina of McElroy, Deutsch, Mulvaney & Carpenter LLP
By: _____
Print Name: _____
Title: _____

(3) Defense Attorneys' Fees and Expenses: Samsung will continue to pay the attorneys' fees and expenses of Robinson & Cole LLP for the representation of GE in the Suit, as they come due.

(4) Other Obligations: With respect to this Suit only, GE and Haier agree that they will assert no claim for indemnification against Samsung other than for those payments specified in this Agreement or for any additional liabilities, costs or obligations that may arise in the future in connection with this Suit (by way of example only, if the Court rejects or proposes adjustments to the settlement, Plaintiffs or class members assert a claim for breach of the settlement, and/or the additional defense costs that will be incurred by Robinson & Cole LLP). This Agreement shall not otherwise modify or amend in any way Samsung's obligations under the CMA, including Samsung's indemnity obligations with respect to any other claims that may be asserted in relation to the same products at issue in the Suit.

(5) Miscellaneous: This agreement is binding upon, and shall inure to the benefit of, the Parties and their respective agents, employees, representatives, officers, directors, parent companies, subsidiaries, affiliated entities, assigns, heirs, executors, administrators, insurers, and successors in interest. This agreement contains the entire agreement and understanding between and among the Parties hereto with respect to the subject matter hereof, and supersedes any prior agreements or understandings between the Parties with respect to the subject matter hereof. This agreement shall be governed exclusively by the laws of the State of New York without regard to principles of conflicts of law. This agreement may not be modified or amended except in a writing executed on behalf of all of the Parties. The Parties agree that failure to insist on strict compliance with any of the terms hereof shall not constitute a waiver or grounds for estoppel with respect to any rights of any party under this agreement. This agreement shall be deemed severable in the event that any provision is determined to be invalid. This agreement may be executed in counterparts and with electronic signatures and when so executed shall constitute a binding original.

The undersigned represent and warrant that they are duly authorized to execute this agreement on behalf of the entities set forth below, and that they have each carefully read and understood this agreement and had the opportunity to seek legal advice regarding it.

AGREED TO THIS __ DAY OF JUNE, 2019

Samsung Electronics Co., Ltd.
SAMSUNG ELECTRONICS CO., LTD.
By: _____
Print Name: Kinam Kim
Title: Ki Nam Kim, Vice Chairman & CEO

General Electric Company
By: _____
Print Name: ROLAND SCHROEDER
Title: GLOBAL EXECUTIVE COUNSEL

Haier US Appliance Solutions, Inc. d/b/a GE Appliances, a Haier Company
By: _____
Print Name: HAL BOGARD
Title: Chief of Litigation

(3) Defense Attorneys' Fees and Expenses: Samsung will continue to pay the attorneys' fees and expenses of Robinson & Cole LLP for the representation of GE in the Suit, as they come due.

(4) Other Obligations: With respect to this Suit only, GE and Haier agree that they will assert no claim for indemnification against Samsung other than for those payments specified in this Agreement or for any additional liabilities, costs or obligations that may arise in the future in connection with this Suit (by way of example only, if the Court rejects or proposes adjustments to the settlement, Plaintiffs or class members assert a claim for breach of the settlement, and/or the additional defense costs that will be incurred by Robinson & Cole LLP). This Agreement shall not otherwise modify or amend in any way Samsung's obligations under the CMA, including Samsung's indemnity obligations with respect to any other claims that may be asserted in relation to the same products at issue in the Suit.

(5) Miscellaneous: This agreement is binding upon, and shall inure to the benefit of, the Parties and their respective agents, employees, representatives, officers, directors, parent companies, subsidiaries, affiliated entities, assigns, heirs, executors, administrators, insurers, and successors in interest. This agreement contains the entire agreement and understanding between and among the Parties hereto with respect to the subject matter hereof, and supersedes any prior agreements or understandings between the Parties with respect to the subject matter hereof. This agreement shall be governed exclusively by the laws of the State of New York without regard to principles of conflicts of law. This agreement may not be modified or amended except in a writing executed on behalf of all of the Parties. The Parties agree that failure to insist on strict compliance with any of the terms hereof shall not constitute a waiver or grounds for estoppel with respect to any rights of any party under this agreement. This agreement shall be deemed severable in the event that any provision is determined to be invalid. This agreement may be executed in counterparts and with electronic signatures and when so executed shall constitute a binding original.

The undersigned represent and warrant that they are duly authorized to execute this agreement on behalf of the entities set forth below, and that they have each carefully read and understood this agreement and had the opportunity to seek legal advice regarding it.

AGREED TO THIS ___ DAY OF JUNE, 2019

Samsung Electronics Co., Ltd.

SAMSUNG ELECTRONICS CO., LTD.

By: _____

Print Name: Kinam Kim

Title: Ki Nam Kim, Vice Chairman & CEO

General Electric Company

By: _____

Print Name: _____

Title: _____

Haier US Appliance Solutions, Inc. d/b/a GE Appliances, a Haier Company

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGED AND CONSENTED TO:

Tycko & Zavareei, LLP (for the Settlement Class Representatives, the Settlement Class and Settlement Class Counsel)

By: _____
Print Name: _____
Title: _____

Epiq Class Action & Claims Solutions, Inc.

By: _____
Print Name: _____
Title: _____

Antonio C. Robaina of McElroy, Deutsch, Mulvaney & Carpenter LLP
By: _____
Print Name: ANTONIO C. ROBAINA
Title: NEUTRAL EVALUATOR

(3) Defense Attorneys' Fees and Expenses: Samsung will continue to pay the attorneys' fees and expenses of Robinson & Cole LLP for the representation of GE in the Suit, as they come due.

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SAMSUNG ELECTRONICS CO., LTD.

By: _____
Print Name: _____
Title: Ki Nam Kim, Vice Chairman & CEO

General Electric Company

By: _____
Print Name: ROLAND SCHROEDER
Title: GLOBAL EXECUTIVE COUNSEL

Haier US Appliance Solutions, Inc. d/b/a GE Appliances, a Haier Company

By: _____
Print Name: _____
Title: _____

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By: _____
Print Name: _____
Title: _____

Haier US Appliance Solutions, Inc. d/b/a GE Appliances, a Haier Company

By: _____
Print Name: _____
Title: _____

ACKNOWLEDGED AND CONSENTED TO:

Tycko & Zavareei, LLP (for the Settlement Class Representatives, the Settlement Class and Settlement Class Counsel)

By: _____
Print Name: Hassan A. Zavareei
Title: Partner

Epiq Class Action & Claims Solutions, Inc.

By: _____
Print Name: _____
Title: _____

Antonio C. Robaina of McElroy, Deutsch, Mulvaney & Carpenter LLP
By: _____
Print Name: _____
Title: _____

Exhibit C

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

GLEN GRAYSON, DOREEN MAZZANTI, DANIEL LEVY, DAVID MEQUET and LAUREN HARRIS, individually and on behalf of themselves and all others similarly situated, Plaintiffs, v. GENERAL ELECTRIC COMPANY, Defendant.	No. 3:13-cv-01799-WWE (Consolidated Docket No.)

DECLARATION OF CAMERON R. AZARI, ESQ. ON SETTLEMENT NOTICE PLAN

I, Cameron Azari, declare as follows:

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

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

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

4. Hilsoft has been involved with some of the most complex and significant notice programs in recent history, examples of which are discussed below. With experience in more than 400 cases, including more than 35 multi-district litigations, Hilsoft has prepared notices which have appeared in 53 languages and been distributed in almost every country, territory, and dependency in the world. Courts have recognized and approved numerous notice plans developed by Hilsoft, and those decisions have invariably withstood appellate and collateral review.

EXPERIENCE RELEVANT TO THIS CASE

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

(a) *In re Takata Airbag Products Liability Litigation*, Case No. 1:15-md-02599-FAM (S.D. Fla), involved $1.49 billion in settlements with BMW, Mazda, Subaru, Toyota, Honda, Nissan, and Ford regarding Takata airbags. The notice plans in those settlements included individual mailed notice to more than 59.6 million potential class members and extensive nationwide media via consumer publications, U.S. Territory newspapers, radio spots, internet banners, mobile banners, and specialized behaviorally targeted digital media. Combined, the notice plans reached more than 95% of adults aged 18 and over in the U.S. who owned or leased a subject vehicle an average of 4.0 times each.

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

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

(d) *Callaway v. Mercedes-Benz USA, LLC*, Case No. 14-cv-02011 JVS (DFMx) (C.D. Cal), involved a notice program that provided individual notice to more than 645,000 vehicle owners via first class mail. Final approval is pending.

(e) *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (E.D.N.Y.), involved a $7.2 billion settlement with Visa and MasterCard in which the intensive notice program included over 19.8 million direct mail notices and insertions in over 1,500 newspapers, consumer magazines, national business publications, trade and specialty publications, and language and ethnic targeted publications, as well as online banner notices, all of which generated more than 770 million adult impressions.

(f) *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL No. 2179 (E.D. La.), involved dual landmark settlement notice programs to distinct "Economic and Property Damages" and "Medical Benefits" settlement classes after the BP oil spill. Notice efforts included more than 7,900 television spots, 5,200 radio spots, and 5,400 print insertions and reached over 95% of Gulf Coast residents.

(g) *In re: Checking Account Overdraft Litigation*, MDL No. 2036 (S.D. Fla.), for multiple bank settlements between 2010-2018, the notice programs involved direct mail and email to millions of class members, as well as publication in relevant local newspapers. Representative banks included Fifth Third Bank, National City Bank, Bank of Oklahoma, Webster Bank, Harris Bank, M & I Bank, PNC Bank, Compass Bank, Commerce Bank, Citizens Bank, Great Western Bank, TD Bank, BancorpSouth, Comerica Bank, Susquehanna Bank, Associated Bank, Capital One, M&T Bank, Iberiabank, and Synovus.

6. Many other court opinions and comments regarding my testimony, and the adequacy of our notice efforts, are included in Hilsoft's curriculum vitae included as **Attachment 1**.

7. In forming expert opinions, my staff and I draw from our in-depth class action case experience, as well as our educational and related work experiences. I am an active member of the Oregon State Bar, having received my Bachelor of Science from Willamette University and my Juris Doctor from Northwestern School of Law at Lewis and Clark College. I have served as the Director of Legal Notice for Hilsoft since 2008 and have overseen the detailed planning of virtually all of our court-approved notice programs during that time. Before assuming my current role with Hilsoft, I served in a similar role as Director of Epiq Legal Noticing (previously called Huntington Legal Advertising). Overall, I have over 19 years of experience in the design and implementation of legal notification and claims administration programs, having been personally involved in well over one hundred successful notice programs.

8. This declaration details the Settlement Notice Plan ("Notice Plan" or "Plan") proposed here for the Settlement in *Glen Grayson, et al. v. General Electric Company,* Case No. 3:13-cv-01799-WWE, in the United States District Court for the District of Connecticut. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Hilsoft and Epiq.[1]

NOTICE PLAN

9. The Notice Plan is designed to provide notice to the following Class:

> All persons (other than retailers, resellers, or wholesalers) residing in the United States of America who purchased or owned a Covered Microwave at any time during the Settlement Class Period.
>
> The Settlement Class Period means January 1, 1995 through the date of the entry of the Preliminary Approval Order.
>
> A Covered Microwave means a microwave oven bearing the GE Profile or GE Monogram brand, and bearing a model number beginning with JEB1090, JEB1095, ZMC1090, or ZMC1095.

[1] Capitalized terms not defined herein shall have the meaning given to them in the Class Settlement Agreement.

10. Rule 23 of the Federal Rules of Civil Procedure directs that the best notice practicable under the circumstances must include "individual notice to all members who can be identified through reasonable effort."[2] The proposed Notice Plan satisfies this requirement. The Notice Plan provides for mailing individual notice to all Class Members who are reasonably identifiable from relevant warranty forms and logged complaints in the Defendant's Product Safety Database. An Email Notice will also be sent to those who have registered an email address with the Defendant. Because data does not exist for many Class Members, an extensive paid online media plan will be implemented. The paid media plan detailed below is estimated to reach approximately 70% of potential Class Members. In terms of measuring the reach of the online media program, we are targeting adults aged 18 years old and older ("adults 18+") who own a home.[3]

Individual Notice

11. Every Class Member who either (i) submitted a warranty form to Defendant following purchase of a 1090/1095 MWO microwave, (ii) complained to GE that they had suffered a glass breakage incident regarding their 1090/1095 MWO microwave was entered into Defendant's Product Safety Database, or (iii) otherwise contacted GE and provided contact information that resides in GE's Product Safety Database, Factory Service Database, Oracle Service Cloud, and/or Product Registration Database, will receive postcard notice of the

[2] FRCP 23(c)(2)(B).

[3] An exact definition of adults who own the Covered Microwaves was not available in syndicated research; therefore we used a definition that would encompass the Class Members (the Covered Microwaves are the kind that would have been installed in homes – and not countertop styles). Internet reach is based on comScore research. comScore is a global Internet information provider on which leading companies and advertising agencies rely for consumer behavior insight and Internet usage data. comScore maintains a proprietary database of more than two million consumers who have given comScore permission to monitor their browsing and transaction behavior, including online and offline purchasing. comScore panelists also participate in survey research that captures and integrates their attitudes and intentions.

Settlement. In addition, every Class Member who registered an email address with GE will also receive Email Notice. From this data, it is my understanding that approximately 67,000 physical mailing addresses exist and approximately 23,000 of these records have email addresses as well for potential Class Members, which will be used to provide individual notice. Both the Email and Postcard Notices will direct the recipients to a case website dedicated to the Settlement where they can access additional information.

Direct Mail

12. Epiq will send a Postcard Notice to all potential Class Members identified from GE's records with a mailing address. The Postcard Notice will be sent via United States Postal Service ("USPS") first class mail. Prior to mailing, all mailing addresses will be checked against the National Change of Address ("NCOA") database maintained by the USPS.[4] Any addresses that are returned by the NCOA database as invalid will be updated through a third-party address search service. In addition, the addresses will be certified via the Coding Accuracy Support System ("CASS") to ensure the quality of the zip code, and verified through Delivery Point Validation ("DPV") to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

13. Postcard Notices returned as undeliverable will be re-mailed to any new address available through postal service information, for example, to the address provided by the postal service on returned pieces for which the automatic forwarding order has expired, or to better addresses that may be found using a third-party lookup service. This process is also commonly referred to as "skip-tracing." Upon successfully locating better addresses, Postcard Notices will

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

be promptly re-mailed.

14. Class Members who previously submitted a complaint about shattering glass (and so who are listed in the GE Product Safety Database) will receive unique claimant identifiers on their Postcard Notices that when input at the case website will automatically be provided the appropriate claim form.

Email Notice

15. The Email Notice will be disseminated to all potential Class Members for whom a facially valid email address is available from the search of GE's databases. The Email Notice will be created using an embedded html text format. This format will provide easy-to-read text without graphics, tables, images and other elements that would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. Each Email Notice will be transmitted with a unique message identifier. 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, at least two additional attempts will be made to deliver the Notice by email.

16. The Email Notice will include an embedded link to the case website. By clicking the link, recipients will be able to easily access a more detailed Notice, the Settlement Agreement, the Claim Form, and other information about the settlement. They will also be able to easily file an online claim.

Internet Banner Notices

17. 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 GfK MRI

syndicated research, approximately 88% of adults who own a home are online. Accordingly, Banner Notice ads will run on select websites that Class Members may visit regularly, and we will utilize networks based on cost efficiency, timing, and their contribution to the overall reach of the target campaign. Banner Notice ads are image-based graphic displays available on desktops and mobile devices. These ads are used in legal noticing to notify people of a settlement relevant to them. The text of the Banner Notices will allow users to identify themselves as potential Class Members and directly link them to the case website for more information.

18. Banner Notices measuring 728 x 90 pixels, 300 x 600, 970 x 250, and 300 x 250 pixels will be placed online across the popular display ad networks *Google Doubleclick* and *Verizon/Oath* (formerly known as *Yahoo!*). Combined, these ad networks cover 90% of the U.S. population that is online. Notices will run on thousands of websites including Goodhousekeeping.com, HGTV.com, Weather.com, and Yahoo.com. Banner Notices will be targeted to adults 18+ in the U.S. who own a home. In addition, Banner Notices will be remarketed to individuals who visit the case website.

19. Banner Notices measuring 254 x 133 pixels will also be placed on *Facebook*. Notices will be targeted to adults 18+ as well as adults 18+ who specifically like GE and owners of GE microwaves. *Facebook* is the leading social networking site with over 200 million users in the U.S. In addition, Banner Notices on *Facebook* will be remarketed to individuals who visit the case website.

Print & Online	Impressions	Distribution	Duration	Unit Size
Facebook	35,000,000	National	42 days	254 x 133
Display Ad Networks (Google DoubleClick & Verizon/Oath)	153,000,000	National	42 days	300 x 600, 970 x 250, 300 x 250 & 728 x 90
Total Impressions:	**188,000,000**			

20. Combined, approximately 188 million adult impressions will be generated by the Banner Notices, which will run for approximately 42 days. Clicking on the Banner Notice will link the reader to the case website, to obtain detailed information about the Settlement.

Internet Sponsored Search Listings

21. To facilitate locating the case website, sponsored search listings will be acquired on the three most highly-visited internet search engines: *Google*, *Yahoo!*, and *Bing*. When search-engine visitors search on common keyword combinations to identify the Settlement, the sponsored search listing generally will be displayed at the top of the page prior to the search results or in the upper right-hand column of the web-browser screen. A list of keywords will be developed in conjunction with counsel and could include such terms as "GE microwave settlement" and/or "GE Monogram class action," among others.

Informational Release

22. To build additional reach and extend exposures, a party-neutral Informational Release will be issued to approximately 5,000 general media (print and broadcast) outlets across the United States and 4,500 online databases and websites (including websites for large news outlets, local affiliate news stations, business journals and trade organizations). The Informational Release will serve a valuable role by providing additional notice exposures beyond those already provided by the paid media.

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

23. A dedicated website will be established for the Settlement with an easy-to-remember domain name. Class Members will be able to obtain detailed information about the case and review key documents, including the Settlement Notices, Settlement Agreement, Complaint, and Preliminary Approval Order, as well as answers to frequently asked questions ("FAQs").

Importantly, Class Members will have the opportunity to file a claim on the case website or download a Claim Form to submit by mail. The case website address will be displayed prominently on all notice documents.

24. A toll-free telephone number will also be established to allow Class Members to call for additional information, listen to answers to FAQs, and request that a Notice be mailed to them. Class Members with further questions may also request a personalized call-back from a service representative. The toll-free telephone number will be prominently displayed in the Notice documents as well.

25. A post office box for correspondence about the Settlement will also be established and maintained, allowing Class Members to contact the Settlement Administrator by mail with any specific requests or questions, including requests for exclusion.

CONCLUSION

26. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by state and local rules and statutes, and by case law pertaining to the recognized notice standards under Rule 23. This framework directs that the notice plan be optimized to reach the class and, in a settlement class action notice situation such as this, that the notice or notice plan itself not limit knowledge of the availability of benefits—nor the ability to exercise other options—to class members in any way. All of these requirements will be met in this case.

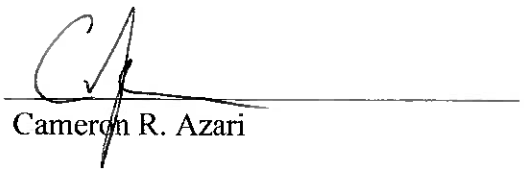
27. The media portion of the Notice Plan will effectively reach at least 70% of the Class. The Postcard and Email Notices will expand this reach further. In 2010, the Federal Judicial Center issued a Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide. This Guide states 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 Plan that will readily meet that standard.

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

29. The Notice Plan schedule affords sufficient time to provide full and proper notice to Class Members before the opt-out and objection deadlines.

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 18, 2019, at Beaverton, Oregon.



Cameron R. Azari

Attachment 1

HILSOFT NOTIFICATIONS

Hilsoft Notifications is a leading provider of legal notice services for large-scale class action and bankruptcy matters. We specialize in providing quality, expert, notice plan development – designing notice programs that satisfy due process requirements and withstand judicial scrutiny. Hilsoft Notifications ("Hilsoft") has been retained by defendants and/or plaintiffs for more than 400 cases, including more than 35 MDL cases, with notices appearing in more than 53 languages and in almost every country, territory and dependency in the world. For more than 24 years, Hilsoft's notice plans have been approved and upheld by courts. Case examples include:

- Hilsoft designed and implemented monumental notice campaigns to notify current or former owners or lessees of certain BMW, Mazda, Subaru, Toyota, Honda, Nissan, and Ford vehicles as part of $1.49 billion in settlements regarding Takata airbags. The Notice Plans included individual mailed notice to more than 59.6 million potential Class Members and notice via consumer publications, U.S. Territory newspapers, radio spots, internet banners, mobile banners, and specialized behaviorally targeted digital media. Combined, the Notice Plans reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle with a frequency of 4.0 times each. ***In re: Takata Airbag Products Liability Litigation (OEMS – BMW, Mazda, Subaru, Toyota, Honda, Nissan and Ford)***, MDL No. 2599 (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, which combined, reached approximately 80% of all U.S. Adults Aged 35+ approximately 2.4 times each. ***Hale v. State Farm Mutual Automobile Insurance Company, et al.,*** 12-cv-00660 (S.D. Ill.)

- Hilsoft designed a Notice Program that included extensive data acquisition and mailed notice to notify owners and lessees of specific models of Mercedes-Benz vehicles. The Notice Program designed and implemented by Hilsoft reached approximately 96.5% of all Class Members. ***Callaway v. Mercedes-Benz USA, LLC***, No. 8:14-cv-02011–JVS-DFM (C.D. Cal.).

- For a $20 million TCPA settlement that involved Uber, Hilsoft created a Notice Program, which resulted in notice via mail or email to more than 6.9 million identifiable class members. The combined measurable effort reached approximately 90.6% of the Settlement Class with direct mail and email, measured newspaper and internet banner ads. ***Vergara, et al., v. Uber Technologies, Inc.*** No. 1:15-CV-06972 (N.D. Ill.).

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

- Hilsoft designed and implemented an extensive settlement Notice Plan for a class period spanning more than 40 years for smokers of light cigarettes. The Notice Plan delivered a measured reach of approximately 87.8% of Arkansas Adults 25+ with a frequency of 8.9 times and approximately 91.1% of Arkansas Adults 55+ with a frequency of 10.8 times. Hispanic newspaper notice, an informational release, radio PSAs, sponsored search listings and a case website further enhanced reach. ***Miner v. Philip Morris USA, Inc.***, No. 60CV03-4661 (Ark. Cir.).

- One of the largest claim deadline notice campaigns ever implemented, for BP's $7.8 billion settlement claim deadline relating to the Deepwater Horizon oil spill. Hilsoft Notifications designed and implemented the claim deadline notice program, which resulted in a combined measurable paid print, television, radio and Internet effort that reached in excess of 90% of adults aged 18+ in the 26 identified DMAs covering the Gulf Coast Areas an average of 5.5 times each. ***In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010,*** MDL No. 2179 (E.D. La.).

- Large asbestos bar date notice effort, which included individual notice, national consumer publications, hundreds of local and national newspapers, Spanish newspapers, union labor publications, and digital media to reach the target audience. ***In re: Energy Future Holdings Corp., et al. (Asbestos Claims Bar Date Notice)***, 14-10979(CSS) (Bankr. D. Del.).

- Landmark $6.05 billion settlement reached by Visa and MasterCard. The intensive notice program involved over 19.8 million direct mail notices to class members together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade & specialty publications, and language & ethnic targeted publications. Hilsoft also implemented an extensive online notice campaign with banner notices, which generated more than 770 million adult impressions, a case website in eight languages, and acquisition of sponsored search listings to facilitate locating the website. ***In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation,*** MDL No. 1720 (E.D.N.Y.).

- BP's $7.8 billion settlement of claims related to the Deepwater Horizon oil spill emerged from possibly the most complex class action in U.S. history. Hilsoft Notifications drafted and opined on all forms of notice. The 2012 notice program designed by Hilsoft reached at least 95% Gulf Coast region adults via television, radio, newspapers, consumer publications, trade journals, digital media and individual notice. ***In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010,*** MDL No. 2179 (E.D. La.).

- Momentous injunctive settlement reached by American Express regarding merchant payment card processing. The notice program provided extensive individual notice to more than 3.8 million merchants as well as coverage in national and local business publications, retail trade publications and placement in the largest circulation newspapers in each of the U.S. territories and possessions. ***In re American Express Anti-Steering Rules Antitrust Litigation (II)***, MDL No. 2221 (E.D.N.Y.) ("Italian Colors").

- Overdraft fee class actions have been brought against nearly every major U.S. commercial bank. For related settlements, Hilsoft Notifications has developed programs that integrate individual notice and paid media efforts. Fifth Third Bank, National City Bank, Bank of Oklahoma, Webster Bank, Harris Bank, M& I Bank, PNC Bank, Compass Bank, Commerce Bank, Citizens Bank, Great Western Bank, TD Bank, BancorpSouth, Comerica Bank, Susquehanna Bank, Associated Bank, Capital One, M&T Bank, Iberiabank and Synovus are among the more than 20 banks that have retained Hilsoft. ***In re Checking Account Overdraft Litigation,*** MDL No. 2036 (S.D. Fla.).

- One of the largest data breach in U.S. history with approximately 130 million credit and debit card numbers stolen. ***In re Heartland Data Security Breach Litigation,*** MDL No. 2046 (S.D. Tex.)

- One of the largest and most complex class action in Canadian history. Designed and implemented groundbreaking notice to disparate, remote aboriginal people in the multi-billion dollar settlement. ***In re Residential Schools Class Action Litigation,*** 00-CV-192059 CPA (Ont. Super. Ct.).

- Extensive point of sale notice program of a settlement providing payments up to $100,000 related to Chinese drywall – 100 million notices distributed to Lowe's purchasers during a six-week period. ***Vereen v. Lowe's Home Centers,*** SU10-CV-2267B (Ga. Super. Ct.).

- One of the largest discretionary class action notice campaign involving virtually every adult in the U.S. for the settlement. ***In re Trans Union Corp. Privacy Litigation,*** MDL No. 1350 (N.D. Ill.).

- One of the most complex national data theft class action settlement involving millions of class members. ***Lockwood v. Certegy Check Services, Inc.,*** 8:07-cv-1434-T-23TGW (M.D. Fla.).

- Large combined U.S. and Canadian retail consumer security breach notice program. ***In re TJX Companies, Inc., Customer Data Security Breach Litigation***, MDL No. 1838 (D. Mass.).

- A comprehensive notice effort in a securities class action for the $1.1 billion settlement of ***In re Royal Ahold Securities and ERISA Litigation,*** MDL No. 1539 (D. Md.).

LEGAL NOTICING EXPERTS

Cameron Azari, Esq., Director of Legal Notice

Cameron Azari, Esq. has more than 18 years of experience in the design and implementation of legal notice and claims administration programs. He is a nationally recognized expert in the creation of class action notification campaigns in compliance with Fed R. Civ. P. 23(c)(2) (d)(2) and (e) and similar state class action statutes. Cameron has been responsible for hundreds of legal notice and advertising programs. During his career, he has been involved in an array of high profile class action matters, including *In re: Takata Airbag Products Liability Litigation, In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (MasterCard & Visa), In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement), In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, 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 amendments to FRCP Rule 23 to email noticing, response rates and optimizing settlement effectiveness. Cameron is an active member of the Oregon State Bar. He received his B.S. from Willamette University and his J.D. from Northwestern School of Law at Lewis and Clark College. Cameron can be reached at caza@legalnotice.com.

Lauran Schultz, Epiq Managing Director

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

ARTICLES AND PRESENTATIONS

- **Cameron Azari** Moderator, "Prepare for the Future of Automotive Class Actions." Bloomberg Next, Webinar-CLE, November 6, 2018.
- **Cameron Azari** Speaker, "The Battleground for Class Certification: Plaintiff and Defense Burdens, Commonality Requirements and Ascertainability." 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** Co-Author, *A Practical Guide to Chapter 11 Bankruptcy Publication Notice*. E-book, published, May 2017.
- **Cameron Azari** Featured Speaker, "Proposed Changes to Rule 23 Notice and Scrutiny of Claim Filing Rates," DC Consumer Class Action Lawyers Luncheon, December 6, 2016.
- **Cameron Azari** Speaker, "Recent Developments in Consumer Class Action Notice and Claims Administration." Berman DeValerio Litigation Group, San Francisco, CA, June 8, 2016.
- **Cameron Azari** Speaker, "2016 Cybersecurity & Privacy Summit. Moving From 'Issue Spotting' To Implementing a Mature Risk Management Model." King & Spalding, Atlanta, GA, April 25, 2016.
- **Cameron Azari** Speaker, "Live Cyber Incident Simulation Exercise." Advisen's Cyber Risk Insights Conference, London, UK, February 10, 2015.

- **Cameron Azari** Speaker, "Pitfalls of Class Action Notice and Claims Administration." PLI's Class Action Litigation 2014 Conference, New York, NY, July 9, 2014.
- **Cameron Azari** Co-Author, "What You Need to Know About Frequency Capping In Online Class Action Notice Programs." *Class Action Litigation Report*, June 2014.
- **Cameron Azari** Speaker, "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, New York, NY, April 7-8, 2014 and Chicago, IL, April 28-29, 2014.
- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements - Recent Developments." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 29-30, 2014.
- **Cameron Azari** Speaker, "Legal Notice in Building Products Cases." HarrisMartin's Construction Product Litigation Conference, Miami, FL, October 25, 2013.
- **Cameron Azari** Co-Author, "Class Action Legal Noticing: Plain Language Revisited." *Law360*, April 2013.
- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements Getting your Settlement Approved." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 31-February 1, 2013.
- **Cameron Azari** Speaker, "Perspectives from Class Action Claims Administrators: Email Notices and Response Rates." CLE International's 8th Annual Class Actions Conference, Los Angeles, CA, May 17-18, 2012.
- **Cameron Azari** Speaker, "Class Action Litigation Trends: A Look into New Cases, Theories of Liability & Updates on the Cases to Watch." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 26-27, 2012.
- **Lauran Schultz** Speaker, "Legal Notice Best Practices: Building a Workable Settlement Structure." CLE International's 7th Annual Class Action Conference, San Francisco, CA, May 2011.
- **Cameron Azari** Speaker, "Data Breaches Involving Consumer Financial Information: Litigation Exposures and Settlement Considerations." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 2011.
- **Cameron Azari** Speaker, "Notice in Consumer Class Actions: Adequacy, Efficiency and Best Practices." CLE International's 5th Annual Class Action Conference: Prosecuting and Defending Complex Litigation, San Francisco, CA, 2009.
- **Lauran Schultz** Speaker, "Efficiency and Adequacy Considerations in Class Action Media Notice Programs." Chicago Bar Association, Chicago, IL, 2009.
- **Cameron Azari** Author, "Clearing the Five Hurdles of Email - Delivery of Class Action Legal Notices." *Thomson Reuters Class Action Litigation Reporter*, June 2008.
- **Cameron Azari** Speaker, "Planning for a Smooth Settlement." ACI: Class Action Defense – Complex Settlement Administration for the Class Action Litigator, Phoenix, AZ, 2007.
- **Cameron Azari** Speaker, "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.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Stoel Rives litigation group, Portland, OR / Seattle, WA / Boise, ID / Salt Lake City, UT, 2005.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Stroock & Stroock & Lavan Litigation Group, Los Angeles, CA, 2005.
- **Cameron Azari** Author, "Twice the Notice or No Settlement." Current Developments – Issue II, August 2003.
- **Cameron Azari** Speaker, "A Scientific Approach to Legal Notice Communication" – Weil Gotshal litigation group, New York, NY, 2003.

JUDICIAL COMMENTS

Judge Alison J. Nathan, *Pantelyat v. Bank of America, N.A., et al.* (January 31, 2019) 16-cv-8964 (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.*

Kenneth M. Hoyt, *Al's Pals Pet Card, LLC, et al v. Woodforest National Bank, N.A., et al.* (January 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* (January 23, 2019) MDL No. 2817 (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)* (December 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.* (December 16, 2018) 3:12-cv-00660-DRH-SCW (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.* (November 13, 2018) 14-cv-7126 (S.D.N.Y.):

The mailing and distribution of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice efforts described in the Motion for Final Approval, as provided for in the Court's June 26, 2018 Preliminary Approval Order, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.

Judge William L. Campbell, Jr., *Ajose v. Interline Brands, Inc.* (October 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* (October 15, 2018) 3:16-cv-05486 (N.D. Cal.):

[T]the Court finds that notice to the class of the settlement complied with Rule 23(c)(3) and (e) and due process. Rule 23(e)(1) states that "[t]he court must direct notice in a reasonable manner to all class members who would be bound by" a proposed settlement, voluntary dismissal, or compromise. Class members are entitled to the "best notice that is practicable under the circumstances" of any proposed settlement before it is finally approved by the Court. Fed. R. Civ. P. 23(c)(2)(B)…The notice program included notice sent by first class mail to 1,750,564 class members and reached approximately 95.2% of the class.

Judge Marcia G. Cooke, *Dipuglia v. US Coachways, Inc.* (*September 28, 2018)* 1:17-cv-23006-MGC (S.D. Fla):

The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the Case 1:17-cv-23006-MGC Document 66 Entered on FLSD Docket 09/28/2018 Page 3 of 7 4 proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Judge Beth Labson Freeman, *Gergetz v. Telenav, Inc.* (September 27, 2018) 5:16-cv-04261-BLF (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.* (August 31, 2018) 3:16-cv-00492-L-WVG (S.D. Cal.):

The Court therefore finds that the Class Notices given to Settlement Class Case 3:16-cv-00492-L-WVG Document 133 Filed 08/31/18 PageID.2484 Page 10 of 17 11 3:16-cv-00492-L-WVG 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 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 DDP (MANx) (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. 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) No. 0803-03530 (Ore. Cir., County of Multnomah)

This Court finds that the distribution of the Notice of Settlement was effected in accordance with the Preliminary Approval/Notice Order, dated February 9, 2018, was made pursuant to ORCP 32 D, and fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.

Judge Jesse M. Furman, *Alaska Electrical Pension Fund, et al. v. Bank of America, N.A., et al.* (June 1, 2018) No. 14-cv-7126 (JMF) (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) No. RG16813803 (Cal. Sup. Ct., County of Alameda):

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), No. 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* (April 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* (March 8, 2018) 8:14-cv-02011-JVS-DFM (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.* (March 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)* (February 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* (February 9, 2018) 4:14-cv-04008-SOF (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* (January 11, 2018) 13-009983-CZ:

> *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.* (December 13, 2017) 13-CV-0703-NRB (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.* (December 1, 2017) 2:16-cv-132 LGW-RSB (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* (November 29, 2017) 9:16-cv-81911-RLR (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.* (November 20, 2017) 9:17-cv-80029-DMM (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.* (November 8, 2017) 2:14-cv-04464-GAM (E.D. Penn.):

> *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)* (November 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) No. 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* (April 13, 2017) No. 8:15-cv-00061-JFB-FG3 (D. Neb.):

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

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

> *The form, content, and method of dissemination of Notice of Settlement given to the Settlement Class was adequate and reasonable and constituted the best notice practicable under the circumstances, including both individual notice to all Settlement Class Members who could be identified through reasonable effort and publication notice.*
>
> *Notice of Settlement, as given, complied with the requirements of Rule 23 of the Federal Rules of Civil Procedure, satisfied the requirements of due process, and constituted due and sufficient notice of the matters set forth herein.*
>
> *Notice of the Settlement was provided to the appropriate regulators pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(c)(1).*

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

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

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

> *The Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all other applicable laws.*

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

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

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

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

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

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

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

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

Judge Yvonne Gonzalez Rogers, *In Re: Lithium Ion Batteries Antitrust Litigation* (March 22, 2016) No. 4:13-MD-02420-YGR (N.D. Cal.):

> *From what I could tell, I liked your approach and the way you did it. I get a lot of these notices that I think are all legalese and no one can really understand them. Yours was not that way.*

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

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

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

> *The court finds that the Notice Plan, as described in the Settlement and related declarations, has been faithfully carried out and constituted the best practicable notice to Class Members under the circumstances of this Action, and was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to be provided with Notice.*
>
> *The court also finds that the Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of: (1) the pendency of this class action; (2) their right to exclude themselves from the Settlement Class and the proposed Settlement; (3) their right to object to any aspect of the proposed Settlement (including final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed Settlement, the adequacy of the Settlement Class's representation by Named Plaintiffs or Class Counsel, or the award of attorney's and representative fees); (4) their right to appear at the fairness hearing (either on their own or through counsel hired at their own expense); and (5) the binding and preclusive effect of the orders and Final Order and Judgment in this Action, whether favorable or unfavorable, on all Persons who do not request exclusion from the Settlement Class. As such, the court finds that the Notice fully satisfied the requirements of the Federal Rules of Civil Procedure, including Federal Rule of Civil Procedure 23(c)(2) and (e), the United States Constitution (including the Due Process Clause), the rules of this court, and any other applicable law, and provided sufficient notice to bind all Class Members, regardless of whether a particular Class Member received actual notice.*

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

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

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

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

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

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

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

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

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

> *Notice to the Settlement Class has been provided in accordance with the Preliminary Approval Order. Based on the Declaration of Cameron Azari dated March 7, 2014, such Class Notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies the requirements of California Civil Code Section 1781, California Civil Code of Civil Procedure Section 382, Rules 3.766 of the California Rules of Court, and due process.*

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

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

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

> *The Court finds that the dissemination of the Class Notice… as described in Notice Agent 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,* (April 5, 2013) No. 08-cv-05701 (N.D. Cal.):

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

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

> *The parties retained Hilsoft Notifications ("Hilsoft"), an experienced class-notice consultant, to design and carry out the notice plan. The form and content of the notices provided to the class were direct, understandable, and consistent with the "plain language" principles advanced by the Federal Judicial Center.*
>
> *The notice plan's multi-faceted approach to providing notice to settlement class members whose identity is not known to the settling parties constitutes "the best notice [*26] that is practicable under the circumstances" consistent with Rule 23(c)(2)(B).*

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

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

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

> *Through August 9, 2012, 366,242 individual notices had been sent to potential [Medical Benefits] Settlement Class Members by postal mail and 56,136 individual notices had been e-mailed. Only 10,700 mailings—or 3.3%—were known to be undeliverable. (Azari Decl. ¶¶ 8, 9.) Notice was also provided through an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, highly-trafficked websites, and Sunday local newspapers (via newspaper supplements). Notice was also provided in non-measured trade, business and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The combined measurable paid print, television, radio, and Internet effort reached an estimated 95% of adults aged 18+ in the Gulf Coast region an average of 10.3 times each, and an estimated 83% of all adults in the United States aged 18+ an average of 4 times each. (Id. ¶¶ 8, 10.) All notice documents were designed to be clear, substantive, and informative. (Id. ¶ 5.)*
>
> *The Court received no objections to the scope or content of the [Medical Benefits] Notice Program. (Azari Supp. Decl. ¶ 12.) The Court finds that the Notice and Notice Plan as implemented satisfied the best notice practicable standard of Rule 23(c) and, in accordance with Rule 23(e)(1), provided notice in a reasonable manner to Class Members who would be bound by the Settlement, including individual notice to all Class Members who could be identified through reasonable effort. Likewise, the Notice and Notice Plan satisfied the requirements of Due Process. The Court also finds the Notice and Notice Plan satisfied the requirements of CAFA.*

Judge Carl J. Barbier, *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010* *(Economic and Property Damages Settlement)*, (December 21, 2012) MDL No. 2179 (E.D. La.):

> *The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rule of Civil Procedure 23(c)(2)(b) and 23(e), the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation. The notice program surpassed the requirements of Due Process, Rule 23, and CAFA. Based on the factual elements of the Notice Program as detailed below, the Notice Program surpassed all of the requirements of Due Process, Rule 23, and CAFA.*
>
> *The Notice Program, as duly implemented, surpasses other notice programs that Hilsoft Notifications has designed and executed with court approval. The Notice Program included notification to known or potential Class Members via postal mail and e-mail; an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, and Sunday local newspapers. Notice placements also appeared in non-measured trade, business, and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The Notice Program met the objective of reaching the greatest possible number of class members and providing them with every reasonable opportunity to understand their legal rights. See Azari Decl. ¶¶ 8, 15, 68. The Notice Program was substantially completed on July 15, 2012, allowing class members adequate time to make decisions before the opt-out and objections deadlines.*
>
> *The media notice effort alone reached an estimated 95% of adults in the Gulf region an average of 10.3 times each, and an estimated 83% of all adults in the United States an average of 4 times each. These figures do not include notice efforts that cannot be measured, such as advertisements in trade publications and sponsored search engine listings. The Notice Program fairly and adequately covered and notified the class without excluding any demographic group or geographic area, and it exceeded the reach percentage achieved in most other court-approved notice programs.*

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

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

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

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

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

> *The Court finds that the Notice and the Notice Plan was fulfilled, in accordance with the terms of the Settlement Agreement, the Amendment, and this Court's Preliminary Approval Order and that this Notice and Notice Plan constituted the best practicable notice to Class Members under the circumstances of this action, constituted due and sufficient Notice of the proposed Settlement to all persons entitled to participate in the proposed Settlement, and was in full compliance with Ga. Code Ann § 9-11-23 and the constitutional requirements of due process. Extensive notice was provided to the class, including point of sale notification, publication notice and notice by first-class mail for certain potential Class Members.*
>
> *The affidavit of the notice expert conclusively supports this Court's finding that the notice program was adequate, appropriate, and comported with Georgia Code Ann. § 9-11-23(b)(2), the Due Process Clause of the Constitution, and the guidance for effective notice articulate in the FJC's Manual for Complex Litigation, 4th.*

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

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

Judge John D. Bates, *Trombley v. National City Bank,* (December 1, 2011) No. 1:10-CV-00232 (D.D.C.) as part of ***In Re: Checking Account Overdraft Litigation***, MDL 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) No. 1:09-cv-6655 (N.D. Ill.):

> *The Court has reviewed the content of all of the various notices, as well as the manner in which Notice was disseminated, and concludes that the Notice given to the Class fully complied with Federal Rule of Civil Procedure 23, as it was the best notice practicable, satisfied all constitutional due process concerns, and provided the Court with jurisdiction over the absent Class Members.*

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

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

Judge Stefan R. Underhill, *Mathena v. Webster Bank, N.A.*, (March 24, 2011) No. 3:10-cv-1448 (D. Conn.) as part of ***In Re: Checking Account Overdraft Litigation***, MDL 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*, (September 2, 2010) No. 2:07-cv-871 (D. Utah):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

> *[T]he Court has, pursuant to the testimony regarding the notification requirements, that were specified and adopted by this Court, has been satisfied and that they meet the requirements of due process. They are fair, reasonable, and adequate. I think the method of notification certainly meets the requirements of due process…So the Court finds that the notification that was used for making the potential class members aware of this litigation and the method of filing their claims, if they chose to do so, all those are clear and concise and meet the plain language requirements and those are completely satisfied as far as this Court is concerned in this matter.*

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

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

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

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

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

> *Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Class Notice, as disseminated to members of the Settlement Class in accordance with provisions of the Preliminary Approval Order, was the best notice practicable under the circumstances to all members of the Settlement Class. Accordingly, the Class Notice and Claim Form as disseminated are finally approved as fair, reasonable, and adequate notice under the circumstances. The Court finds and concludes that due and adequate notice of the pendency of this Action, the Stipulation, and the Final Settlement Hearing has been provided to members of the Settlement Class, and the Court further finds and concludes that the notice campaign described in the Preliminary Approval Order and completed by the parties complied fully with the requirements of Arkansas Rule of Civil Procedure 23 and the requirements of due process under the Arkansas and United States Constitutions.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

> *I am very impressed that the notice was able to reach – be delivered to 97 ½ percent members of the class. That, to me, is admirable. And I'm also – at the time that this was initially entered, I was concerned about the ability of notice to be understood by a common, nonlawyer person, when we talk about legalese in a court setting. In this particular notice, not only the summary notice but even the long form of the notice were easily understandable, for somebody who could read the English language, to tell them whether or not they had the opportunity to file a claim.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

> *In view of the extensive notice campaign waged by the defendant, the extremely small number of class members objecting or requesting exclusion from the settlement is a clear sign of strong support for the settlement…The notice provides, in language easily understandable to a lay person, the essential terms of the settlement, including the claims asserted…who would be covered by the settlement…[T]he notice campaign that defendant agreed to undertake was extensive…I am satisfied, having reviewed the contents of the notice package, and the extensive steps taken to disseminate notice of the settlement, that the class notice complies with the requirements of Rule 23 (c)(2) and 23(e). In summary, I have reviewed all of the objections, and none persuade me to conclude that the proposed settlement is unfair, inadequate or unreasonable.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LEGAL NOTICE CASES

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

Andrews v. MCI (900 Number Litigation)	S.D. Ga., No. CV 191-175
Harper v. MCI (900 Number Litigation)	S.D. Ga., No. CV 192-134
In re Bausch & Lomb Contact Lens Litigation	N.D. Ala., No. 94-C-1144-WW
In re Ford Motor Co. Vehicle Paint Litigation	E.D. La., MDL No. 1063
Castano v. Am. Tobacco	E.D. La., No. CV 94-1044
Cox v. Shell Oil (Polybutylene Pipe Litigation)	Tenn. Ch., No. 18,844
In re Amino Acid Lysine Antitrust Litigation	N.D. Ill., MDL No. 1083
In re Dow Corning Corp. (Breast Implant Bankruptcy)	E.D. Mich., No. 95-20512-11-AJS
Kunhel v. CNA Ins. Companies	N.J. Super. Ct., No. ATL-C-0184-94
In re Factor Concentrate Blood Prods. Litigation (Hemophiliac HIV)	N.D. Ill., MDL No. 986
In re Ford Ignition Switch Prods. Liability Litigation	D. N.J., No. 96-CV-3125
Jordan v. A.A. Friedman (Non-Filing Ins. Litigation)	M.D. Ga., No. 95-52-COL
Kalhammer v. First USA (Credit Card Litigation)	Cal. Cir. Ct., No. C96-45632010-CAL
Navarro-Rice v. First USA (Credit Card Litigation)	Ore. Cir. Ct., No. 9709-06901
Spitzfaden v. Dow Corning (Breast Implant Litigation)	La. D. Ct., No. 92-2589
Robinson v. Marine Midland (Finance Charge Litigation)	N.D. Ill., No. 95 C 5635
McCurdy v. Norwest Fin. Alabama	Ala. Cir. Ct., No. CV-95-2601
Johnson v. Norwest Fin. Alabama	Ala. Cir. Ct., No. CV-93-PT-962-S
In re Residential Doors Antitrust Litigation	E.D. Pa., MDL No. 1039
Barnes v. Am. Tobacco Co. Inc.	E.D. Pa., No. 96-5903
Small v. Lorillard Tobacco Co. Inc.	N.Y. Super. Ct., No. 110949/96

Naef v. Masonite Corp (Hardboard Siding Litigation)	Ala. Cir. Ct., No. CV-94-4033
In re Synthroid Mktg. Litigation	N.D. Ill., MDL No. 1182
Raysick v. Quaker State Slick 50 Inc.	D. Tex., No. 96-12610
Castillo v. Mike Tyson (Tyson v. Holyfield Bout)	N.Y. Super. Ct., No. 114044/97
Avery v. State Farm Auto. Ins. (Non-OEM Auto Parts)	Ill. Cir. Ct., No. 97-L-114
Walls v. The Am. Tobacco Co. Inc.	N.D. Okla., No. 97-CV-218-H
Tempest v. Rainforest Café (Securities Litigation)	D. Minn., No. 98-CV-608
Stewart v. Avon Prods. (Securities Litigation)	E.D. Pa., No. 98-CV-4135
Goldenberg v. Marriott PLC Corp (Securities Litigation)	D. Md., No. PJM 95-3461
Delay v. Hurd Millwork (Building Products Litigation)	Wash. Super. Ct., No. 97-2-07371-0
Gutterman v. Am. Airlines (Frequent Flyer Litigation)	Ill. Cir. Ct., No. 95CH982
Hoeffner v. The Estate of Alan Kenneth Vieira (Un-scattered Cremated Remains Litigation)	Cal. Super. Ct., No. 97-AS 02993
In re Graphite Electrodes Antitrust Litigation	E.D. Pa., MDL No. 1244
In re Silicone Gel Breast Implant Prods. Liability Litigation, Altrichter v. INAMED	N.D. Ala., MDL No. 926
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Kapustin v. YBM Magnex Int'l Inc. (Securities Litigation)	E.D. Pa., No. 98-CV-6599
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West v. G&H Seed Co. (Crawfish Farmers Litigation)	27th Jud. D. Ct. La., No. 99-C-4984-A
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Stetser v. TAP Pharm. Prods, Inc. & Abbott Laboratories (Lupron Price Litigation)	N.C. Super. Ct., No. 01-CVS-5268
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In re Serzone Prods. Liability Litigation	S.D. W. Va., MDL No. 1477
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Pope v. Manor Care of Carrollwood	13th Jud. Cir. Fla., No. 06-01451-B
West v. Carfax, Inc.	Ohio C.P., No. 04-CV-1898 (ADL)
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Vereen v. Lowe's Home Centers (Defective Drywall)	Ga. Super. Ct., No. SU10-CV-2267B
Mathena v. Webster Bank, N.A. (Overdraft Fees)	D. Conn, No. 3:10-cv-01448 as part MDL 2036 (S.D. Fla.)
Delandro v. County of Allegheny (Prisoner Strip Search)	W.D. Pa., No. 2:06-cv-00927
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Williams v. Hammerman & Gainer, Inc. (Hammerman)	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. (SIF Consultants)	27th Jud. D. Ct. La., No. 11-C-3187-B
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LaCour v. Whitney Bank (Overdraft Fees)	M.D. Fla., No. 8:11cv1896
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Harris v. Associated Bank (Overdraft Fees)	S.D. Fla., MDL No. 2036
Case v. Bank of Oklahoma (Overdraft Fees)	S.D. Fla., MDL No. 2036
Nelson v. Rabobank, N.A. (Overdraft Fees)	Cal. Super. Ct., No. RIC 1101391
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Opelousas General Hospital Authority v. FairPay Solutions	27th Jud. D. Ct. La., No. 12-C-1599-C
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—Economic and Property Damages 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—Medical Benefits Settlement	E.D. La., MDL No. 2179
Vodanovich v. Boh Brothers Construction (Hurricane Katrina Levee Breaches)	E.D. La., No. 05-cv-4191
Gessele et al. v. Jack in the Box, Inc.	D. Or., No. 3:10-cv-960

RBS v. Citizens Financial Group, Inc. (Overdraft Fees)	S.D. Fla., MDL No. 2036
Mosser v. TD Bank, N.A. (Overdraft Fees)	S.D. Fla., MDL No. 2036
In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (Mastercard & Visa) – 2013 & 2019 Notice Programs	E.D.N.Y., MDL No. 1720
Saltzman v. Pella Corporation (Building Products)	N.D. Ill., No. 06-cv-4481
In re Zurn Pex Plumbing, Products Liability Litigation	D. Minn., MDL No. 1958
Blahut v. Harris, N.A. (Overdraft Fees)	S.D. Fla., MDL No. 2036
Eno v. M & I Marshall & Ilsley Bank (Overdraft Fees)	S.D. Fla., MDL No. 2036
Casayuran v. PNC Bank (Overdraft Fees)	S.D. Fla., MDL No. 2036
Anderson v. Compass Bank (Overdraft Fees)	S.D. Fla., MDL No. 2036
Evans, et al. v. TIN, Inc. (Environmental)	E.D. La. No. 2:11-cv-02067
Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.	27th Jud. D. Ct. La., No. 12-C-1599-C
Williams v. SIF Consultants of Louisiana, Inc. et al.	27th Jud. D. Ct. La., No. 09-C-5244-C
Miner v. Philip Morris Companies, Inc. et al.	Ark. Cir. Ct., No. 60CV03-4661
Fontaine v. Attorney General of Canada (Mistassini Hostels Residential Schools)	Qué. Super. Ct., No. 500-06-000293-056 & No. 550-06-000021-056 (Hull)
Glube et al. v. Pella Corporation et al. (Building Products)	Ont. Super. Ct., No. CV-11-4322294-00CP
Yarger v. ING Bank	D. Del., No. 11-154-LPS
Price v. BP Products North America	N.D. Ill, No. 12-cv-06799
National Trucking Financial Reclamation Services, LLC et al. v. Pilot Corporation et al.	E.D. Ark., No. 4:13-cv-00250-JMM
Johnson v. Community Bank, N.A. et al. (Overdraft Fees)	M.D. Pa., No. 3:12-cv-01405-RDM
Rose v. Bank of America Corporation, et al. (TCPA)	N.D. Cal., No. 11-cv-02390-EJD
McGann, et al., v. Schnuck Markets, Inc. (Data Breach)	Mo. Cir. Ct., No. 1322-CC00800
Simmons v. Comerica Bank, N.A. (Overdraft Fees)	S.D. Fla., MDL No. 2036
George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC, et al. v. Bestcomp, Inc., et al.	27th Jud. D. Ct. La., No. 09-C-5242-B
***Simpson v. Citizens Bank* (Overdraft Fees)**	E.D. Mich, No. 2:12-cv-10267
In re Plasma-Derivative Protein Therapies Antitrust Litigation	N.D. Ill, No. 09-CV-7666
In re Dow Corning Corporation (Breast Implants)	E.D. Mich., No. 00-X-0005

Mello et al v. Susquehanna Bank (Overdraft Fees)	S.D. Fla., MDL No. 2036
Wong et al. v. Alacer Corp. (Emergen-C)	Cal. Super. Ct., No. CGC-12-519221
***In re American Express Anti-Steering Rules Antitrust Litigation (II)* (Italian Colors Restaurant)**	E.D.N.Y., 11-MD-2221, MDL No. 2221
Costello v. NBT Bank (Overdraft Fees)	Sup. Ct. Del Cnty., N.Y., No. 2011-1037
Gulbankian et al. v. MW Manufacturers, Inc.	D. Mass., No. 10-CV-10392
Hawthorne v. Umpqua Bank (Overdraft Fees)	N.D. Cal., No. 11-cv-06700-JST
Smith v. City of New Orleans	Civil D. Ct., Parish of Orleans, La., No. 2005-05453
Adkins et al. v. Nestlé Purina PetCare Company et al.	N.D. Ill., No. 1:12-cv-02871
Scharfstein v. BP West Coast Products, LLC	Ore. Cir., County of Multnomah, No. 1112-17046
Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank (Overdraft Fees)	S.D. Fla., MDL No. 2036
In re MI Windows and Doors Products Liability Litigation (Building Products)	D. S.C., MDL No. 2333
Childs et al. v. Synovus Bank, et al. (Overdraft Fees)	S.D. Fla., MDL No. 2036
Steen v. Capital One, N.A. (Overdraft Fees)	E.D. La., No. 2:10-cv-01505-JCZ-KWR as part of S.D. Fla., MDL No. 2036
Kota of Sarasota, Inc. v. Waste Management Inc. of Florida	12th Jud. Cir. Ct., Sarasota Cnty, Fla., No. 2011-CA-008020NC
In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010—Economic and Property Damages Settlement (Claim Deadline Notice)	E.D. La., MDL No. 2179
Dorothy Williams d/b/a Dot's Restaurant v. Waste Away Group, Inc.	Cir. Ct., Lawrence Cnty, Ala., No. 42-cv-2012- 900001.00
In re: Energy Future Holdings Corp., et al. (Asbestos Claims Bar Notice)	Bankr. D. Del., No. 14-10979(CSS)
Gattinella v. Michael Kors (USA), Inc., et al.	S.D.N.Y., No. 14-civ-5731 (WHP)
Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.	27th Jud. D. Ct. La., No. 13-C-3212
Russell Minoru Ono v. Head Racquet Sports USA	C.D.Cal., No. 2:13-cv-04222-FMO(AGRx)
Opelousas General Hospital Authority v. PPO Plus, L.L.C., et al.	27th Jud. D. Ct. La., No. 13-C-5380
In re: Shop-Vac Marketing and Sales Practices Litigation	M.D. Pa., MDL No. 2380
In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation	D. N.J., MDL No. 2540
In Re: Citrus Canker Litigation	11th Jud. Cir., Fla., No. 03-8255 CA 13

Whitton v. Deffenbaugh Industries, Inc., et al. ***Gary, LLC v. Deffenbaugh Industries, Inc., et al.***	D. Kan., No. 2:12-cv-02247 D. Kan., No. 2:13-cv-2634
Swift v. BancorpSouth Bank (Overdraft Fees)	N.D. Fla., No. 1:10-cv-00090 as part of MDL 2036 (S.D. Fla.)
Forgione v. Webster Bank N.A. (Overdraft Fees)	Sup. Ct. Conn., No. X10-UWY-CV-12-6015956-S
Small v. BOKF, N.A.	D. Col., No. 13-cv-01125
Anamaria Chimeno-Buzzi & Lakedrick Reed v. Hollister Co. & Abercrombie & Fitch Co.	S.D. Fla., No. 14-cv-23120-MGC
In Re: Lithium Ion Batteries Antitrust Litigation	N.D. Cal., MDL No. 2420, 4:13-MD-02420-YGR
MSPA Claims 1, LLC v. IDS Property Casualty Insurance Company	11th Jud. Cir. Fla, No. 15-27940-CA-21
Glaske v. Independent Bank Corporation (Overdraft Fees)	Cir. Ct. Mich., No. 13-009983-CZ
In re: HSBC Bank USA, N.A., Checking Account Overdraft Litigation	Sup. Ct. N.Y., No. 650562/11
In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch)	N.D. Cal., MDL No. 2672
Hawkins v. First Tennessee Bank, N.A., et al. (Overdraft Fees)	13th Jud. Cir. Tenn., No. CT-004085-11
Greater Chautauqua Federal Credit Union v. Kmart Corp., et al. (Data Breach)	N.D. Ill., No. 1:15-cv-02228
Bias v. Wells Fargo & Company, et al. (Broker's Price Opinions)	N.D. Cal., No 4:12-cv-00664-YGR
Klug v. Watts Regulator Company (Product Liability)	D. Neb., No. 8:15-cv-00061-JFB-FG3
Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma, et al. (Overdraft Fees)	Dist. Ct. Okla., No. CJ-2015-00859
Morton v. Greenbank (Overdraft Fees)	20th Jud. Dist. Tenn., No. 11-135-IV
Jacobs, et al. v. Huntington Bancshares Inc., et al. (FirstMerit Overdraft Fees)	Ohio C.P., No. 11CV000090
Farnham v. Caribou Coffee Company, Inc. (TCPA)	W.D. Wis., No. 16-cv-00295-WMC
Gottlieb v. Citgo Petroleum Corporation (TCPA)	S.D. Fla., No. 9:16-cv-81911
McKnight et al. v. Uber Technologies, Inc. et al.	N.D. Cal., No 3:14-cv-05615-JST
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
T.A.N. v. PNI Digital Media, Inc.	S.D. GA., No. 2:16-cv-132-LGW-RSB.
In re: Syngenta Litigation	4th Jud. Dist. Minn., No. 27-CV-15-3785

The Financial Oversight and Management Board for Puerto Rico as representative of Puerto Rico Electric Power Authority ("PREPA") (Bankruptcy)	D. Puerto Rico, No. 17-04780(LTS)
Reilly v. Chipotle Mexican Grill, Inc.	S.D. Fla., No. 1:15-cv-23425-MGC
Ma et al. v. Harmless Harvest Inc. (Coconut Water)	E.D.N.Y., No. 2:16-cv-07102-JMA-SIL
Mahoney v TT of Pine Ridge, Inc.	S.D. Fla., No. 9:17-cv-80029-DMM
Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric, et al.	E.D. Penn., No. 2:14-cv-04464-GAM
***Alexander M. Rattner v. Tribe App., Inc.*, and *Kenneth Horsley v. Tribe App., Inc.*,**	S.D. Fla., No. 1:17-cv-21344-UU and No. 1:17-cv-23111-JLK
Gordon, et al. v. Amadeus IT Group, S.A., et al.	S.D.N.Y. No. 1:15-cv-05457-KPF
Masson v. Tallahassee Dodge Chrysler Jeep, LLC (TCPA)	S.D. Fla., No. 1:17-cv-22967-FAM
Orlander v. Staples, Inc.	S.D. NY, No. 13-CV-0703
Larey v. Allstate Property and Casualty Insurance Company	W.D. Kan., No. 4:14-cv-04008-SOF
Larson v. John Hancock Life Insurance Company (U.S.A.)	Cal. Sup. Court, County of Alameda, No. RG16 813803
***Alaska Electrical Pension Fund, et al. v. Bank of America N.A et al.* (ISDAfix Instruments)**	S.D.N.Y., No. 14-cv-7126 (JMF)
Falco et al. v. Nissan North America, Inc. et al. (Engine – CA & WA)	C.D. Cal., No. 2:13-cv-00686 DDP (MANx)
Pantelyat, et al v. Bank of America, N.A. et al. (Overdraft/Uber)	S.D.N.Y., No. 16-cv-08964-AJN
In re: Parking Heaters Antitrust Litigation	E.D.N.Y., No. 15-MC-0940-DLI-JO
Wallace, et al, v. Monier Lifetile LLC, et al.	Sup. Ct. Cal., No. SCV-16410
In re: Windsor Wood Clad Window Products Liability Litigation	E.D. Wis., MDL No. 16-MD-02688
Farrell v. Bank of America, N.A. (Overdraft)	S.D. Cal., No. 3:16-cv-00492-L-WVG
Hale v. State Farm Mutual Automobile Insurance Company, et al.	S.D. Ill., No. 12-cv-0660-DRH
Callaway v. Mercedes-Benz USA, LLC (Seat Heaters)	C.D. Cal., No. 8:14-cv-02011–JVS-DFM
Poseidon Concepts Corp. et al. (Canadian Securities Litigation)	Ct. of QB of Alberta, No. 1301-04364
In re: Takata Airbag Products Liability Litigation (OEMs – BMW, Mazda, Subaru, Toyota, Honda, and Nissan)	S.D. Fla, MDL No. 2599
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	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;

Salon v. BofA Canada Bank et al.; Hello Baby Equipment Inc. v. BofA Canada Bank and others (Visa and Mastercard Canadian Interchange Fees)	Ct. of QB of Saskatchewan, No. 133 of 2013
Vergara, et al., v. Uber Technologies, Inc. (TCPA)	N.D. Ill., No. 1:15-CV-06972
Surrett et al. v. Western Culinary Institute, et al.	Ore. Cir., County of Multnomah, No. 0803-03530
Kohl's - Underwood v. Kohl's Department Stores, Inc., et al. (Cert. Notice)	E.D. Penn., No. 2:15-cv-00730
Ajose et al. v. Interline Brands Inc. (Plumbing Fixtures)	M.D. Tenn., No. 3:14-cv-01707
Gergetz v. Telenav (TCPA)	N.D. Cal., No. 5:16-cv-4261
Raffin v. Medicredit, Inc., et al.	C.D. Cal., No 15-cv-4912
First Impressions Salon, Inc. v. National Milk Producers Federation, et al.	S.D. Ill., No. 3:13-cv-00454
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
Dipuglia v. US Coachways, Inc. (TCPA)	S.D. Fla., No. 1:17-cv-23006-MGC
Knapper v. Cox Communications	D. Ariz., No. 2:17-cv-00913
Martin v. Trott (MI - Foreclosure)	E.D. Mich., No. 2:15-cv-12838
Cowen v. Lenny & Larry's Inc.	N.D. Ill., No. 1:17-cv-01530
Al's Pals Pet Card, LLC, et al v. Woodforest National Bank, N.A., et al.	S.D. Tex., No. 4:17-cv-3852
In Re: Community Health Systems, Inc. Customer Data Security Breach Litigation	N.D. Ala., MDL No. 2595, 2:15-CV-222
Tashica Fulton-Green et al. v. Accolade, Inc.	E.D. Penn., No. 2:18-cv-00274
37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)	S.D.N.Y., No. 15-cv-9924
Stahl v. Bank of the West	Sup. Ct. Cal., No. BC673397
Parsons v. Kimpton Hotel & Restaurant Group, LLC (Data Breach)	N.D. Cal., No. 3:16-cv-05387
Waldrup v. Countrywide	C.D. Cal., No. 2:13-cv-08833
In re: Valley Anesthesiology Consultants, Inc. Data Breach Litigation	Sup. Ct. Cal., No. CV2016-013446
Naiman v. Total Merchant Services, Inc., et al. (TCPA)	N.D. Cal., No. 4:17-cv-03806
In re Dealer Management Systems Antitrust Litigation	N.D. Ill., MDL No. 2817, No. 18-cv-00864
In re HP Printer Firmware Update Litigation	N.D. Cal., No. 5:16-cv-05820
Zaklit, et al. v. Nationstar Mortgage LLC, et al. (TCPA)	C.D. Cal., No. 5:15-CV-02190
Luib v. Henkel Consumer Goods Inc.	E.D.N.Y., No. 1:17-cv-03021
Lloyd, et al. v. Navy Federal Credit Union	S.D. Cal., No. 17-cv-1280-BAS-RBB

Waldrup v. Countrywide Financial Corporation, et al.	C.D. Cal., No. 2:13-cv-08833
Adlouni v. UCLA Health Systems Auxiliary, et al.	Sup. Ct. Cal., No. BC589243
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
Rabin v. HP Canada Co., et al.	Quebec Ct., Dist. of Montreal, No. 500-06-000813-168
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
In re: Comcast Corp. Set-Top Cable Television Box Antitrust Litigation	E.D. Penn., No. 2:09-md-02034
Henrikson v. Samsung Electronics Canada Inc.	Ontario Sup. Ct., No. 2762-16cp
Burrow, et al. v. Forjas Taurus S.A., et al.	S.D. Fla., No. 1:16-cv-21606-EGT

Hilsoft-cv-142

Exhibit D

IZARD KINDALL &RAABE LLP

FIRM RESUME

Izard, Kindall & Raabe LLP ("IKR")[1] is one of the premier firms engaged in class action litigation on behalf of consumers, investors and employees. In the consumer area, the Firm has served or is serving as lead counsel in cases involving a variety of industries including banking, *Mathena v. Webster Bank, N.A.,* Civil Action No. 3:10-cv-01448-SRU (D. Conn), *Farb v. Peoples United Bank,* UWY-CV11-6009779-S (Conn Sup. Ct); *Forgione v. Webster Bank, N.A.,* No. X10-UWY-CV-12-6015956-S (Conn. Sup. Ct.); wholesale milk pricing, *Ice Cream Liquidation, Inc. v. Land O'Lakes, Inc.,* No. 02-cv-0377 (D. Conn.); book printing and distribution, *Booklocker.com, Inc. v. Amazon.com*, 08-cv-00160-JAW (D. Me); gasoline distribution, *Wyatt Energy v. Motiva Enterprises, LLC,* X01 cv 02-0174090-S (Conn. Super Ct); and electricity supply contracts, *Chandler v. Discount Power,* No. X03-HHD-CV14-6055537 (Conn. Super. Ct.), *Edwards v. North American Power & Gas, LLC,* No. 3:14-cv-1714 (D. Conn.), *Gruber v. Starion Energy, Inc.,* No. 3:14-cv-01828 (D. Conn.), *Jurich v. Verde Energy, USA, Inc.,* No. HHD-cv-156060160 (Conn. Super. Ct.), *Sanborn v. Viridian Energy, Inc.,* No. 3:14-cv-01731 (D. Conn.), and *Steketee v. Viridian Energy, Inc.,* No. 3:15-cv-00585.

IKR is representing, or has represented, purchasers of a variety of consumer products in unfair trade practice cases, including *Langan v. Johnson & Johnson Consumer Companies, Inc.,*

[1] Formerly known as Izard Nobel LLP, Schatz Nobel Izard, P.C., and Schatz & Nobel, P.C.

Nos. 13-cv-01470 (D. Conn.), *Morales v. Conopco Inc., d/b/a Unilever,* No. 2:13-cv-2213 (ED Cal.), and *Balser v. The Hain Celestial Group, Inc.,* No. 13-cv-5604 (C.D. Cal.). The Firm's successful consumer practice is informed by our lawyers' work prior to joining IKR. Robert Izard represented an insurer in price-fixing litigation in various state courts and one federal court around the United States, while Seth Klein worked for the consumer protection department of the Connecticut Attorney General's Office.

Our practice is also built upon the Firm's decades of experience in class action litigation where we have frequently served as lead or co-lead counsel, including:

- *Papanikolaou v. Value-Added Communications*, No. 3-95CV0346-H (N.D. Tex.);
- *Gorga v. Uniroyal Chemical Corp.,* No. CV-96-0132014-S (Conn. Super.);
- *David v. Simware, Inc.,* No. 96/602143 (N.Y. Sup.);
- *Butler v. Northstar Health Services, Inc.,* No. 96-701 (W.D. Pa.);
- *Allen v. Johansson,* No. 397CV02172 (RNC) (D. Conn.);
- *Feiner v. SS&C Techs.,* No. 397CV0656 (D. Conn.);
- *Berti v. Videolan Techs, Inc.,* No.3:97CV296H (W.D. Ky.);
- *Ganino v. Citizens Utilities Co.,* No. 398CV00480 (JBA) (D. Conn.);
- *Bunting v. HealthCor Holdings, Inc.,* No. 398CV0744-D (N.D. Tex.);
- *Hirsch v. PSS World Medical, Inc.,* No. 98 502 Civ. J20A (M.D. Fla.);
- *Kenneth Blau v. Douglas Murphy,* No. H 99 0535 (S.D. Tex.);
- *Angres v. Smallworldwide plc,* No. 99-K-1254 (D. Colo.);
- *In re Complete Mgmt., Inc. Sec. Litig.,* No. 99 Civ. 1454 (S.D.N.Y.);
- *Allain Roy v. dELiA's, Inc.,* No. 99 Civ. 3951 (JES) (S.D.N.Y.);
- *Russo v. KTI, Inc.,* No. 99-1780 (JAG) (D.N.J.);

- *Laborers Local 1298 Pension Fund v. Campbell Soup Co.,* No. 00-152 (JEI) (D.N.J.);
- *Hart v. Intern, thet Wire,* No. 00 Civ. 6571 (S.D.N.Y.);
- *Ottmann v. Hanger Orthopedic Group, Inc.,* No. AW 00CV3508 (D. Md.);
- *In re PolyMedica Corp. Sec. Litig.,* No. 00-12426-REK (D. Mass.);
- *Karl L. Kapps v. Torch Offshore, Inc.,* No. 02-CV-0582 (E.D. La);
- *In re Cable and Wireless, PLC, Sec. Litig.,* No. 02-1860 (E.D. Va);
- *In re Alloy, Inc. Sec. Litig.,* Case No. 03-CV-1597 (S.D.N.Y.);
- *In re Surebeam Corporation Sec. Litig.,* No. 03-CV-1721 (S.D. Cal.);
- *In re Primus Telecoms. Group, Inc. Sec. Litig.,* Master Case No. 04-970-A (E.D. Va.);
- *In re Netopia Sec. Litig.,* Case No. C 04-3364 (N.D. Cal);
- *Malasky v. IAC/InterActive Corp.,* Case No. 04-CV-7447 (S.D.N.Y.);
- *In re Supportsoft, Inc. Sec. Litig.,* No. C 04-5222 SI (N.D. Cal.);
- *Berson v. Applied Signal Tech. Inc.,* No. 4:05-cv-01027-SBA (N.D. Cal.);
- *The Cornelia I. Crowell GST Trust v. Pemstar, Inc.,* No. 05-CV-1182 (D. MN);
- *UFCW Local 880 Retail Food Employers Joint Pension Fund v. Newmont Mining Corp.,* No. 05-CV-01046 (D. Colo.);
- *Aviva Partners v. Exide Techs.,* No. 3:05-CV-03098 (D. NJ);
- *In re Veritas Software Corp. Sec. Litig.,* No. 04-831 (D. Del.);
- *In re Ionatron, Inc. Sec. Litig.,* No. 06-354 (D. AZ);
- *In re FX Energy, Inc. Sec. Litig.,* No. 2:07-CV-00874 (D. UT);
- *In re First Virtual Communications, Inc. Sec. Litig.,* No. C-04-3585MJJ (N.D. Cal.);
- *Melms v. Home Solutions of America,* No. 3:07-CV-1961-N (N.D. Tex.);
- *In re: McDermott Int'l, Inc. Sec. Litig.,* No. 1:08-cv-09943-DC (S.D.N.Y 2008);
- *Desai v. Bucksbaum,* No. 09-CV-487 (N.D. IL.);

- *Bauer v. Prudential, Inc.,* No. 09-cv-1120 (JLL) (D.NJ);
- *Klugmann v. American Capital Ltd.,* No. 09-CV-0005 (D. Md.);
- *Overby v. Tyco Int'l, Ltd.,* No. 02-CV-1357-B (D.N.H.);
- *In re Reliant Energy ERISA Litig.,* No. H-02-2051 (S.D. Tex.);
- *In re AOL Time Warner, Inc. Sec. and ERISA Litig.,* MDL Docket No. 1500 (S.D.N.Y.);
- *Furstenau v. AT&T,* Case No. 02 CV 8853 (D.N.J.);
- *In re AEP ERISA Litig.,* Case No. C2-03-67 (S.D. Ohio);
- *In re JDS Uniphase Corp. ERISA Litig.,* Civil Action No. 03-4743-CW (N.D. Cal.);
- *In re Sprint Corporation ERISA Litig.,* Master File No. 2:03-CV-02202-JWL (D. Kan.);
- *In re Cardinal Health, Inc. ERISA Litig.,* Case No. C 2-04-642 (S.D. Ohio);
- *Spear v. Hartford Fin. Svcs Group. Inc.,* No. 04-1790 (D. Conn.);
- *In re Merck & Co., Inc. Sec., Derivative and ERISA Litig.,* MDL No. 1658 (D.N.J.);
- *In re Diebold ERISA Litig.* No. 5:06-CV- 0170 (N.D. Ohio);
- *In re Bausch & Lomb, Inc. ERISA Litig.,* Master File No. 06-CV-6297-MAT-MWP (W.D.N.Y.);
- *In re Hartford Fin. Svcs Group. Inc. ERISA Litig.,* No. 08-1708 (D. Conn.);
- *In re Merck & Co., Inc. Vytorin ERISA Litig.*, MDL No. 1938, 05-CV-1974 (D.N.J.);
- *Mayer v. Administrative Committee of Smurfit Stone Container Corp.*, 09-CV-2984 (N.D. IL.);
- *In re YRC Worldwide ERISA Litig.,* Case No. 09-CV-02593 (D. Kan);
- *Board of Trustees v. JP Morgan Chase Bank*, Case No. 09-cv-9333 (S.D.N.Y.);
- *White v. Marshall & Ilsley Corp*., No. 10-CV-00311 (E.D. Wis.);
- *Griffin v. Flagstar Bancorp, Inc*., No. 2:10-CV-10610 (E.D. Mich.);
- *In re Eastman Kodak ERISA Litig*., Master File No. 6:12-cv-06051-DGL (W.D.N.Y.);

- *Kemp-DeLisser v. Saint Francis Hospital and Medical Center*, Civil Action No. 3:15-cv-01113-VAB (D. Conn.);
- *Tucker v. Baptist Health System, Inc.*, Case No. 2:15-cv-00382-SLB (N.D.AL.);
- *Cryer v. Franklin Resources, Inc.,* No. 4:16-cv-04265 (N.D. Cal.);
- *Matthews v. Reliance Trust Company*, No. 1:16-cv-04773 (N.D. Ill.);
- *Brace v. Methodist Le Bonheur Healthcare,* No. 16-cv-2412-SHL-tmp (W.D. Tenn.);
- *Nicholson v. Franciscan Missionaries of our Lady Health Systems,* No. 16-CV-258-SDD-EWD (M.D. LA);
- *In re Mercy Health ERISA Litig.,* No. a:16-cv-441 (S.D. Ohio);
- *Negron v. Cigna Corp.,* No. 3:16-cv-01702 (D. Conn.);
- *Berry v. Wells Fargo & Co.,* No. 3:17-304 (D.S.C.); and
- *Neufeld v. Cigna Health & Life Ins.,* No. 3:17-cv-01693 (D. Conn.).

Our notable successes include settlements against the Franciscan Missionaries of Our Lady Health System ($125 million), Saint Francis Hospital & Medical Center ($107 million), AOL Time Warner ($100 million); Tyco International ($70.5 million); Merck ($49.5 million); Cardinal Health ($40 million); and AT&T ($29 million). Moreover, IKR was on the Executive Committee in *In re Enron Corporation Securities and ERISA Litig.*, No. 02-13624 (S.D. Tex.), which resulted in a recovery in excess of $250 million. In *Morales v. Conopco Inc., d/b/a Unilever,* the Court noted that the Settlement IKR negotiated achieved the "'key goal" of discontinuing sales of the challenged products under the "naturals" label as well as providing Class Members with damages that were "greater than the economic damages suffered per product purchased." *Morales v. Conopco, Inc.,* No. 2:13-2213 WBS EFB, 2016 WL 6094504, at *6 (E.D. Cal. Oct. 18, 2016).

IKR's successful prosecution of class actions has been recognized and commended by judges in numerous judicial districts. In the *Tyco ERISA* litigation, Judge Barbadoro commented:

> I have absolutely no doubt here that the settlement is fair, reasonable and adequate. I think, frankly, it's an extraordinary settlement given the circumstances of the case and the knowledge that I have about the risks that the plaintiff class faced in pursuing this matter to verdict . . . . [I]t was a very, very hard fight and they made you work for everything you obtained on behalf of the Class here….
>
> I have a high regard for you. I know you to be a highly experienced ERISA class action lawyer. You've represented your clients aggressively, appropriately and effectively in this litigation, and I have a high degree of confidence in you so I don't think there's any question that the quality of counsel here is a factor that favor's the Court's endorsement of the proposed settlement. . . .
>
> I have enjoyed working with you in this case. You've always been helpful. You've been a gentleman. You've been patient when I've been working on other matters. .

In re Tyco Int'l Ltd. Sec. Litig., Case No. 02-1335 (D.N.H. Nov. 18, 2009). Similarly, in approving the Sprint ERISA settlement, Judge Lungstrum found, "[t]he high quality of [IKR's] work culminated in the successful resolution of this complex case" and that "the results obtained by virtue of the settlement are extraordinary. . . ." *In re Sprint Corp. ERISA Litig*., No. 03-2202 (D. Kan. Aug. 3, 2006). A Special Master appointed in the AOL Time Warner ERISA case commented that obtaining an additional $30 million for the class stood out as "some of the hardest work and most outstanding results" obtained by IKR and its co-counsel. *In re AOL Time Warner, Inc. Sec. and ERISA Litig*., No. 02-CV-1500 (S.D.N.Y), Report & Recommendation of Special Master dated August 7, 2007. The District Court's decision approving the settlement negotiated by IKR in the St. Francis litigation similarly found the result to be "an extremely favorable one for the class," noting that the recovery achieved by the settlement represented over 76 percent of the

amount by which the retirement plan was alleged to be underfunded. *Kemp-DeLisser v. Saint Francis Hosp. & Med. Ctr.,* No. 15-CV-1113 (VAB), 2016 WL 6542707, at *10 (D. Conn. Nov. 3, 2016). The Court also noted that IKR's time and efforts "resulted in an extremely efficient and favorable resolution of the case." *Id.* at *5.

ATTORNEYS

Robert A. Izard heads the firm's ERISA team and is lead or co-lead counsel in many of the nation's most significant ERISA class actions, including cases against Merck, Tyco International, Time Warner, AT&T and Sprint among others. Mr. Izard has substantial experience in other types of complex class action and commercial litigation matters. For example, he represented a class of milk purchasers in a price fixing case. He also represented a large gasoline terminal in a gasoline distribution monopolization lawsuit.

As part of his twenty plus years litigating complex commercial cases, Mr. Izard has substantial jury and nonjury trial experience, including a seven-month jury trial in federal district court. He is also experienced in various forms of alternative dispute resolution, including mediation and arbitration, and is a Distinguished Neutral for the CPR Institute for Dispute Resolution.

Mr. Izard is the author of Lawyers and Lawsuits: A Guide to Litigation published by Simon and Schuster and a contributing author to the Mediation Practice Guide. He is the former chair of the Commercial and Business Litigation Committee of the Litigation Section of the American Bar Association.

Mr. Izard received his B.A. from Yale University and his J.D., with honors, from Emory University, where he was elected to the Order of the Coif and was an editor of the Emory Law Journal.

Mark P. Kindall joined the firm in 2005. Since joining the firm, he has represented clients in many significant class action cases, including ERISA litigation against AOL Time Warner, Kodak and Cardinal Health, consumer fraud cases against Johnson & Johnson and Unilever, securities fraud litigation against SupportSoft, American Capital and Nuvelo, bank overdraft fee litigation against Webster Bank and People's United Bank, and antitrust litigation involving manufacturers of Korean Ramen Noodles. Mr. Kindall successfully argued *Berson v. Applied Signal Tech. Inc.*, 527 F.3d 982 (9th Cir. 2008), and *Balser v. The Hain Celestial Group,* No. 14–55074, 2016 WL 696507 (9th Cir. 2016), which clarified standards for victims of securities and consumer fraud, respectively, as well as *Langan v. Johnson & Johnson Consumer Cos., Inc.,* 897 F.3d 88 (2d Cir. 2018), which held that plaintiffs bringing claims under state law could represent a class that included people in states with similar laws.

Mr. Kindall was a lawyer at Covington & Burling in Washington, D.C. from 1988 until 1990. In 1990 he joined the United States Environmental Protection Agency as an Attorney Advisor. He represented the U.S. government in international negotiations at the United Nations, the Organization for Economic Cooperation and Development and the predecessor of the World Trade Organization, and was a member of the U.S. Delegation to the United Nations Conference on Environment and Development (the "Earth Summit") in Rio de Janeiro in 1992. From 1994 until 2005, Mr. Kindall was an Assistant Attorney General for the State of Connecticut, serving as lead counsel in numerous cases in federal and state court and arguing

appeals before the Connecticut Supreme Court and the United States Court of Appeals for the Second Circuit.

Mr. Kindall has taught courses in appellate advocacy, administrative law and international environmental law at the University of Connecticut School of Law. He is admitted to practice in Connecticut, California, and the District of Columbia. He is also a member of the bar of the United States Supreme Court, the U.S. Courts of Appeals for the Second, Fourth, Fifth, Ninth, and D.C. Circuits, and the United States District Courts for Connecticut, the District of Columbia, the Eastern District of Wisconsin, the Central District of Illinois, and all District Courts in New York and California.

Mr. Kindall is a 1988 graduate of the University of California at Berkeley Law School, where he served as Book Review Editor of the California Law Review and was elected to the Order of the Coif. He has a bachelor's degree in history with highest honors from the University of California at Riverside, and he also studied history at the University of St. Andrews in Scotland.

Craig A. Raabe joined the partnership in 2016 from a large, regional law firm, where he previously served as the chair of the litigation department. Mr. Raabe has tried many complex civil and criminal cases. He is a Fellow in the American College of Trial Lawyers. He has been listed in The Best Lawyers in America© in the areas of Commercial Litigation and Criminal Defense since 2006 (Copyright 2014 by Woodward/White, Inc., Aiken, SC). Mr. Raabe's commercial trial experience is broad and includes areas such as antitrust, government contracting, fraud, intellectual property, and unfair trade practices. He also has tried many serious felony criminal cases in state and federal court and is active in the criminal defense trial

bar. In addition to his trial practice, Mr. Raabe counsels clients on compliance issues and the resolution of regulatory enforcement actions by government agencies.

By appointment of the chief judge of the Second Circuit, Mr. Raabe has served on the Reappointment Committee for Connecticut's federal defender, and the chief judge of the Connecticut district court appointed him to chair the United States Magistrate Reappointment Committee in Connecticut. In 2012, the Connecticut district court judges selected Mr. Raabe for the district's Pro Bono Award for his service to indigent clients. In addition, he is listed as one of the Top 50 Lawyers in Connecticut by Super Lawyers® 2012 (Super Lawyers is a registered trademark of Key Professional Media, Inc.).

Mr. Raabe is admitted to practice in the U.S. Supreme Court, the Courts of Appeals for the First, Second, and D.C. Circuits, the U.S. District Courts for Connecticut and the Eastern and Southern Districts of New York, the U.S. Tax Court and the state of Connecticut. He is an honors graduate of Valparaiso University and Western New England College of Law, where he served as Editor-in-Chief of the Law Review. Following graduation, Mr. Raabe served as the law clerk for the Honorable Arthur H. Healey of the Connecticut Supreme Court.

Mr. Raabe is a commercial, instrument-rated pilot and is active in general aviation. He serves as a volunteer pilot for Angel Flight Northeast, which provides free air transportation to people requiring serious medical care.

Seth R. Klein graduated *cum laude* from both Yale University and, in 1996, from the University of Michigan Law School, where he was a member of the Michigan Law Review and the Moot Court Board and where he was elected to the Order of the Coif. After clerking for the Hon. David M. Borden of the Connecticut Supreme Court, Mr. Klein served as an Assistant

Attorney General for the State of Connecticut, where he specialized in consumer protection matters and was a founding member of the office's electronic commerce unit. Mr. Klein thereafter joined the reinsurance litigation group at Cadwalader, Wickersham & Taft LLP in New York, where he focused on complex business disputes routinely involving hundreds of millions of dollars. At IKR, Mr. Klein's practice continues to focus on consumer protection matters as well as on complex securities and antitrust litigation.

Douglas P. Needham received his Bachelor of Science degree from Cornell University in 2004 and his Juris Doctorate from Boston University School of Law in 2007. At Boston University, Mr. Needham was the recipient of a merit scholarship for academic achievement and a member of the school's Moot Court Team. Mr. Needham practiced law for six years in Syracuse, New York, devoting his practice to trial and appellate litigation in state and federal court. He moved to Connecticut in May of 2013 to join LeClair Ryan, A Professional Corporation, and became a partner at that firm in 2014. At LeClair Ryan, Mr. Needham prosecuted and defended a variety of business tort claims, including many for breach of fiduciary duty and fraud, in Connecticut, New York and Massachusetts.

Mr. Needham joined IKR in 2016. His practice focuses on fiduciary litigation under ERISA as well as consumer protection and fraudulent business practices.

Christopher M. Barrett has been an integral member of litigation teams responsible for securing monetary recoveries on behalf of plaintiffs that collectively exceed $150 million. In 2015, he was selected by Super Lawyers magazine as a Rising Star. Super Lawyers Rising Stars recognizes top up-and-coming attorneys who are 40 years old or younger, or who have been practicing for 10 years or less.

Prior to joining the Firm, Mr. Barrett was associated with Robbins Geller Rudman & Dowd, where his practice focused on prosecuting class actions on behalf of plaintiffs, and Mayer Brown, where his practice focused on complex commercial litigation.

Mr. Barrett received his J.D., magna cum laude, from Fordham University School of Law where he served as a member of the Fordham Law Review, and was inducted into the Order of the Coif and the honor society Alpha Sigma Nu. For his work in the law school's law clinic, he was awarded the Archibald R. Murray Public Service Award. He earned his B.S. in Finance from Long Island University. During law school, Mr. Barrett served as a judicial intern to two United States District Judges (S.D.N.Y. and E.D.N.Y.) and a New York Suprem Oren Faircloth graduated from McGill University in 2009 with a Bachelor of Arts degree in Political Science and a concentration in International Relations. Before attending law school, he served in the armed forces from 2010 to 2011.

Oren Faircloth graduated from McGill University in 2009 with a Bachelor of Arts degree in Political Science and a concentration in International Relations. Before attending law school, he served in the armed forces from 2010 to 2011.

Mr. Faircloth graduated from Quinnipiac University School of Law, magna cum laude, in 2016, where he received awards for Outstanding Performance in Oral Advocacy and for Excellence in Written Advocacy. During law school, Mr. Faircloth was a member of the Tax Law Society, the Quinnipiac Moot Court Society, and the Quinnipiac Law Review. Shortly after graduating, his note on Mediation and End of Life Futility Decisions for Newborns was published. Mr. Faircloth was admitted to the Connecticut state bar in 2016 and the United States District Court for Connecticut in 2018.

Prior to joining IKR, Mr. Faircloth worked for a regional insurance defense firm where his practice focused on construction, premises liability, and motor vehicle tort actions. Mr. Faircloth joined IKR in 2018. His practice focuses on ERISA and consumer protection actions.

Exhibit E

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TYCKO & ZAVAREEI LLP

HISTORY

Our firm was founded in 2002, when Jonathan Tycko and Hassan Zavareei left the large national firm at which they both worked to start a new kind of practice. Since then, a wide range of clients have trusted us with their most difficult problems. Those clients include individuals fighting for their rights, tenants' associations battling to preserve decent and affordable housing, consumers seeking redress for unfair business practices, whistleblowers exposing fraud and corruption, and non-profit entities and businesses facing difficult litigation.

Our practice is focused in a few select areas: consumer class action litigation, employment litigation, appellate litigation, whistleblower qui tam litigation, intellectual property litigation, First Amendment litigation, and business litigation.

EXPERIENCE

Our firm's practice focuses on complex litigation. This includes representation of plaintiffs in class action litigation. Since the founding of our firm, we have been plaintiff's counsel in dozens of separate lawsuits brought as class actions. In addition to this work on class actions, our practice also involves representing businesses in unfair competition and antitrust litigation, representing employees in employment litigation, and representing whistleblowers in qui tam litigation brought under the False Claims Act and other similar whistleblower statutes.

PRACTICE AREAS

CONSUMER CLASS ACTIONS

Our attorneys have a wealth of experience litigating consumer and other types of class actions. We primarily represent consumers who have been the victims of corporate wrongdoing. Our attorneys bring a unique perspective to such litigation because each of our partners trained at major national law firms where they obtained experience representing corporate defendants in such cases. This unique perspective enables us to anticipate and successfully counter the strategies commonly employed by corporate counsel defending class action litigation.

In addition, because class actions present such high-stakes litigation for corporate defendants, our ability to skillfully oppose motions to dismiss the case at an early stage of the litigation before the class has a chance to have a judge or jury consider the merits of its claims is critical to obtaining relief for our clients. Our attorneys have successfully obtained class certification, the

most critical step in winning a class action, and obtained approval of class action settlements with common funds collectively amounting to over $250 million.

EMPLOYMENT LITIGATION

Our attorneys have substantial experience representing employees and employers in employment disputes. In most of the employment litigation that we handle, however, we represent groups of plaintiffs who are challenging systemic unlawful employment practices. For instance, we successfully represented seven women in their claims of systemic discrimination and sexual harassment by Hooters restaurants in West Virginia, and we represented a group of women seeking class treatment of their allegations of sexual discrimination by Ruth's Chris.

APPELLATE

Our attorneys have substantial experience in analyzing, briefing and arguing appeals. We have handled appeals in courts around the country, including the U.S. Supreme Court, the U.S. Circuit Courts, and the District of Columbia Court of Appeals.

QUI TAM AND FALSE CLAIMS ACT

Our firm represents whistleblowers who courageously expose fraud by government contractors, healthcare providers, and other companies doing business with the government through litigation under the False Claims Act. We also represent whistleblowers who expose tax fraud through the IRS Whistleblower Office program, whistleblowers who expose violations of the securities laws through the SEC Whistleblower Office program, and banking industry whistleblowers through the Department of Justice's FIRREA program.

INTELLECTUAL PROPERTY

Our attorneys have substantial experience litigating cutting-edge intellectual property cases in state and federal courts. Proper handling of intellectual property controversies requires substantive knowledge of the relevant body of law, together with strong litigation experience and skill. We bring these elements together to effectively represent our clients in complex trademark and copyright lawsuits.

We have litigated copyright infringement cases on behalf of corporations and associations, including submitting an amicus brief on behalf of three technology companies in the United States Supreme Court on Internet file sharing in the MGM, et al. v. Grokster, et al. case. We have also counseled clients on copyright matters, and written and presented on important copyright issues, such as the intersection of technology, copyright and the First Amendment. The firm briefed and argued an appeal to the Fifth Circuit Court of Appeals on a novel issue of law in a dispute over the competing trademark rights of two test preparation companies operating in the same markets, using the same trade name.

FIRST AMENDMENT

Partner Hassan Zavareei represented the plaintiff in one of the most important cases of media defamation handled recently by the courts, namely, the case brought by Dr. Steven Hatfill

against Condé Nast Publications (the publisher of Vanity Fair magazine) and Reader's Digest for articles that falsely accused Dr. Hatfill of perpetrating the Anthrax murders that occurred in the fall of 2001.

Further, our firm has represented a number of employees who have fought back against former employers for defamatory statements. Our lawyers have obtained very substantial settlements on behalf of our clients. Also, our firm has represented businesses seeking to protect their hard-earned reputations against such defamation by their competitors.

Our attorneys also have experience in other types of First Amendment litigation. For example, partner Jonathan Tycko represented a consortium of media clients in a series of lawsuits to gain access to the sealed proceedings in the Independent Counsel investigation of and impeachment proceedings against President Bill Clinton. And partner Hassan Zavareei successfully challenged a district court injunction that violated our client's First Amendment guarantees to free speech and rights to petition the government.

BUSINESS DISPUTES

We represent businesses, large and small, in their most significant business disputes. Indeed, prior to the founding of Tycko & Zavareei LLP, our partners spent many years at a large law firm specialized in representing business interests. We have represented some of the largest, publicly-traded corporations in the world, but also have represented small and medium size businesses.

JONATHAN K. TYCKO
PARTNER

Jonathan K. Tycko, a graduate of The Johns Hopkins University and Columbia Law School, has been recognized by both peers and clients as among the best litigators and most effective qui tam attorneys in Washington, D.C. Mr. Tycko has represented clients in numerous qui tam whistleblower cases, in areas including Medicare fraud, government contracts fraud, and tax fraud. In addition, with the 2010 passage of the Dodd-Frank Act, Mr. Tycko's practice expanded into representation of whistleblowers in the areas of securities and commodities fraud, and violations of the Foreign Corrupt Practices Act.

Mr. Tycko focuses his practice on civil litigation, with special concentrations in whistleblower cases, consumer class actions, unfair competition litigation, employment litigation and housing litigation. He has extensive trial and appellate experience in courts around the country, and has represented a wide range of clients, including individual whistleblowers, Fortune 500 companies, privately-held business, and non-profit associations.

Prior to founding Tycko & Zavareei LLP in 2002, Mr. Tycko was with Gibson, Dunn & Crutcher LLP, one of the nation's top law firms. He received his law degree in 1992 from Columbia University Law School, where he was a Stone Scholar, and earned a B.A. degree, with honors, in 1989 from The Johns Hopkins University. After graduating from law school, Mr. Tycko served for two years as law clerk to Judge Alexander Harvey, II, of the United States District Court for the District of Maryland.

In addition to his private practice, Mr. Tycko is an active participant in other law-related activities. Mr. Tycko has taught as an Adjunct Professor at the George Washington University Law School. He serves as a certified arbitrator for FINRA, the Financial Industry Regulatory Authority. He is a former member and chairperson of the Rules of Professional Conduct Review Committee of the District of Columbia Bar, and he is a member of The Counsellors, a society comprised of select members of the District of Columbia bench and bar.

In addition, Mr. Tycko has handled many pro bono cases in the area of human rights law, including representation of political refugees seeking asylum, and preparation of amicus briefs on behalf of the Lawyers Committee for Human Rights (now known as Human Rights First) and other organizations and individuals in various appellate matters, including matters before the Supreme Court.

Mr. Tycko is admitted to practice before the courts of the District of Columbia, Maryland and New York, as well as before numerous federal courts, including the Supreme Court, the Circuit Courts for the D.C. Circuit, Third Circuit, Fourth Circuit, Fifth Circuit, Seventh Circuit, Ninth Circuit, Eleventh Circuit and Federal Circuit, the District Courts for the District of Columbia and District of Maryland, the Southern District of New York, the Northern District of New York, the Western District of New York, and the Court of Federal Claims.

When he is not engaged in professional matters, Mr. Tycko enjoys coaching his daughters' basketball teams, fishing for blues off the Delaware coast, cheering on the Nationals, and reading books on physics and astronomy.

HASSAN A. ZAVAREEI
PARTNER

Hassan Zavareei graduated cum laude from Duke University in 1990, with degrees in Comparative Area Studies and Russian. Upon graduation from Duke, Mr. Zavareei worked as a Russian-speaking flight attendant for Delta Air Lines for two years. He later earned his law degree from the University of California, Berkeley School of Law in 1995, where he graduated as a member of the Order of the Coif. After graduation from Berkeley, Mr. Zavareei joined the Washington, D.C. office of Gibson, Dunn & Crutcher LLP. In April of 2002, Mr. Zavareei founded Tycko & Zavareei LLP with his partner, Jonathan Tycko.

Mr. Zavareei has handled numerous trials in state and federal courts across the nation in a wide range of practice areas. In his most recent jury trial, Mr. Zavareei prevailed on behalf of his client after a four-month trial in the Los Angeles Superior Court. That jury verdict came after years of hard-fought litigation, including an award of almost $2 million in sanctions against the opposing party due to revelations of discovery misconduct uncovered through electronic discovery.

Although he is a general litigator, Mr. Zavareei devotes most of his practice to class action litigation. While at Gibson Dunn, Mr. Zavareei managed the defense of a nationwide class action brought against a major insurance carrier. In recent years, Mr. Zavareei's class action practice has focused on the representation of plaintiffs in consumer fraud cases, primarily relating to the financial services industry. For instance, Mr. Zavareei was class counsel in over a dozen cases against banks across the country regarding their practices of charging unlawful overdraft fees for debit card transactions. Those cases haves returned hundreds of millions of dollars to consumers. Mr. Zavareei also served as Lead Counsel in Multi-District Litigation against a financial services company that provided debit cards to college students. That case also resulted in the return of millions of dollars to consumers. He is currently lead counsel or co-lead counsel in numerous class actions and putative class actions.

In his civil rights practice, Mr. Zavareei has represented individuals, groups of employees, and tenant associations in employment and fair housing litigation. Mr. Zavareei has obtained substantial judgments and settlements for his civil rights clients.

As a general litigator, Mr. Zavareei has been involved in numerous high-profile cases. For example, Mr. Zavareei represented Christian Laettner pro bono in a successful battle with investors and rogue business partners to stabilize Mr. Laettner's historic development of downtown Durham, North Carolina. Mr. Zavareei also represented Dr. Steven Hatfill, who was wrongfully accused by the media and the FBI of perpetrating the Anthrax attacks of 2001. Mr. Zavareei successfully represented Dr. Hatfill in defamation litigation against Vanity Fair and The Reader's Digest.

Mr. Zavareei is an accomplished appellate lawyer, having argued cases before the D.C. Circuit, the Fifth Circuit, the Fourth Circuit, and the Ohio Court of Appeals.

Mr. Zavareei has also testified before the Judiciary Committee of the House of Representatives and the Advisory Committee of Civil Procedure. He speaks frequently at continuing education events on a wide range of topics, including ethics, class action practice, and attorneys' fee jurisprudence.

Mr. Zavareei is married to Dr. Natalie Zavareei and has three daughters, Hayden, Jordan and Isabella. He is a member of the Executive Committee of Board of Directors of Public Justice and is the President of Hayden's Journey of Inspiration, a non-profit that provides housing to families of pediatric stem cell transplant recipients.

Mr. Zavareei is admitted to the Bar of the District of Columbia, Bar of the State of California, the Bar of the State of Maryland, the District of Columbia Court of Appeals, the Maryland Court of Appeals, and the Supreme Court of the United States.

ANDREA R. GOLD
PARTNER

Andrea Gold, a two-time graduate of the University of Michigan, has spent her legal career advocating for consumers, employees, and whistleblowers. Ms. Gold has deftly litigated numerous complex cases, including through trial. Her extensive litigation experience benefits the firm's clients in both national class action cases as well as in qui tam whistleblower litigation.

She has served as trial counsel in two lengthy jury trials. First, she was second-chair in a four month civil jury trial in state court in California. She more recently served as second-chair in a multi-week jury trial in Maryland.

In her class action practice, Ms. Gold has successfully defended dispositive motions, navigated complex discovery, worked closely with leading experts, and obtained contested class certification. Her class action cases have involved, amongst other things, unlawful bank fees, product defects, violations of the Telephone Consumer Protection Act, and deceptive advertising and sales practices. Ms. Gold's tireless efforts have resulted in millions of dollars in recovery for consumers.

Ms. Gold also has significant civil rights experience. She has represented individuals and groups of employees in employment litigation, obtaining substantial recoveries for employees who have faced discrimination, harassment, and other wrongful conduct. In addition, Ms. Gold has appellate experience in both state and federal court.

Prior to joining Tycko & Zavareei, Ms. Gold was a Skadden fellow. The Skadden Fellowship Foundation was created by Skadden, Arps, Slate, Meagher & Flom LLP, one of the nation's top law firms, to support the work of new attorneys at public interest organizations around the country. The Skadden Fellowship Foundation receives hundreds of applications each year, but only a very small number of Skadden fellows are selected. Ms. Gold was awarded this prestigious fellowship in 2004 and, for two years, she represented survivors of domestic violence in family law and employment matters. Ms. Gold also provided legal counsel to clients, members of the legal community, and social service providers regarding the Illinois Victim's Safety and Security Act (VESSA), a state law protecting survivors of abuse from employment discrimination and providing for unpaid leave.

Ms. Gold earned her law degree from the University of Michigan Law School, where she was an associate editor of the Journal of Law Reform, co-President of the Law Students for Reproductive Choice, and a student attorney at the Family Law Project clinical program. Ms. Gold graduated with high distinction from the University of Michigan Ross School of Business in 2001, concentrating her studies in Finance and Marketing.

Ms. Gold is admitted to practice before the courts of the District of Columbia, Illinois, and Maryland, as well as numerous federal courts including the U.S. District Court for the District of Columbia, the U.S. District Court for the District of Maryland, and the U.S. Court of Appeals for the District of Columbia Circuit.

ANNA C. HAAC
PARTNER

Anna C. Haac is a Partner in Tycko & Zavareei's Washington, D.C. office. She focuses her practice on consumer protection class actions and whistleblower litigation. Her prior experience at Covington & Burling LLP, one of the nation's most prestigious defense-side law firms, gives her a unique advantage when representing plaintiffs against large companies in complex cases. Since arriving at Tycko & Zavareei, Ms. Haac has represented consumers in a wide range of practice areas, including product liability, false labeling, deceptive and unfair trade practices, and predatory financial practices. Her whistleblower practice involves claims for fraud on federal and state governments across an equally broad spectrum of industries, including health care fraud, customs fraud, and government contracting fraud.

Ms. Haac has helped secure multimillion-dollar relief on behalf of the classes and whistleblowers she represents. In addition, she has been instrumental in securing key appellate victories, including a recent landmark decision by the U.S. Court of Appeals for the Third Circuit, which held as a matter of first impression that the evasion of customs duties for failing to mark imported goods with their foreign country of origin gives rise to a claim under the False Claims Act. Ms. Haac also serves as the D.C. Co-Chair of the National Association of Consumer Advocates and as Co-Chair of the Antitrust and Consumer Law Section Steering Committee of the D.C. Bar.

Ms. Haac earned her law degree cum laude from the University of Michigan Law School in 2006 and went on to clerk for the Honorable Catherine C. Blake of the United States District Court for the District of Maryland. Prior to law school, Ms. Haac graduated with a B.A. in political science with highest distinction from the Honors Program at the University of North Carolina at Chapel Hill.

Ms. Haac is a member of the District of Columbia and Maryland state bars. She is also admitted to the United States Court of Appeals for the Second, Third, and Fourth Circuits and the United States District Courts for the District of Columbia, District of Maryland, and the Eastern District of Michigan.

ANNICK M. PERSINGER
PARTNER

Annick M. Persinger graduated magna cum laude as a member of the Order of the Coif from the University of California, Hastings College of the Law in 2010. While in law school, Ms. Persinger served as a member of Hastings Women's Law Journal, and authored two published articles. In 2008, Ms. Persinger received an award for Best Oral Argument in the first year moot court competition. In 2007, Ms. Persinger graduated cum laude from the University of California, San Diego with a B.A. in Sociology, and minors in Law & Society and Psychology.

Prior to joining Tycko & Zavareei LLP, Ms. Persinger was a litigation associate at Bursor & Fisher, P.A., a prestigious consumer class action firm. During her time at Bursor & Fisher, Ms. Persinger represented classes of purchasers of homeopathic products, mislabeled food products, mislabeled toothpaste products, and purchasers of large appliances that were mislabeled as Energy Star qualified. While working at Bursor & Fisher, Ms. Persinger developed cases for filing, drafted countless successful briefs in support of class certification, and defeated numerous motions to dismiss and motions for summary judgment. Ms. Persinger also routinely appeared in court, and regularly deposed and defended witnesses.

Following law school, Ms. Persinger also worked as a legal research attorney for Judge John E. Munter in Complex Litigation at the San Francisco Superior Court.

Since joining Tycko & Zavareei in 2017, Ms. Persinger has focused her practice on consumer class actions and other complex litigation.

Ms. Persinger has served as an elected board member of the Bay Area Lawyers for Individual Freedom (BALIF) since 2017. The BALIF Board named Ms. Persinger Co-Chair of BALIF in 2018.

Ms. Persinger is admitted to the State Bar of California and the bars of the United States District Courts for the Northern District of California, Central District of California, Eastern District of California, and Southern District of California.

KRISTEN L. SAGAFI
PARTNER

Kristen Law Sagafi is a 2002 graduate of the University of California, Berkeley School of Law, where she served as articles editor for Ecology Law Quarterly and a student law clerk to the Hopi Appellate Court in Keams Canyon, Arizona. After graduating from law school, Ms. Sagafi joined the San Francisco office of Lieff Cabraser Heimann & Bernstein, LLP, one of the nation's premier class action firms, where she represented plaintiffs' in consumer fraud and defective products cases for more than a decade. During her tenure at Lieff Cabraser, Ms. Sagafi gained local and national recognition for her results on behalf of her consumer clients.

For example, in 2007, Ms. Sagafi and her colleagues at Lieff Cabraser were included in The National Law Journal's Plaintiffs' Hot List for their outstanding success in Grays Harbor Adventist Christian School v. Carrier Corp. The case resulted in a settlement worth $300 million for consumers who had purchased certain Carrier furnaces that were allegedly made with inferior materials that caused them to fail prematurely. Ms. Sagafi and her team were also selected as finalists for the Public Justice Trial Lawyer of the Year award in 2014 for their ground-breaking case against California's most powerful hospital chain, Sutter Health, for overcharges related to anesthesia services. The case resulted in a record $46 million penalty and industry-wide review of anesthesia billing.

Ms. Sagafi was recognized as a "Rising Star for Northern California" by Super Lawyers every year between 2009 and 2014, and has been named as a "Super Lawyer" each year since 2015. In 2012, she was identified as one of 50 California lawyers "On the Fast Track" by The Recorder. In addition, The San Francisco Business Times named Ms. Sagafi as one of the Top 40 Under 40 Professionals in the San Francisco Bay Area for 2014.

Ms. Sagafi focuses her practice on consumer fraud cases, including matters involving false advertising and unfair competition. In 2014, Ms. Sagafi drafted and advanced a bill to strengthen the protections afforded to consumers under California's Consumers Legal Remedies Act, an effort that included presenting testimony to the California State Senate Judiciary Committee.

Beyond her consumer protection practice, Ms. Sagafi brings her legal expertise to a number of volunteer activities. She has received more than 40 hours of accredited mediation training and has served as a volunteer mediator at Contra Costa Superior Court, successfully mediating small claims and landlord-tenant cases.

In addition, Ms. Sagafi is a regular guest lecturer on class action law at UC Berkeley, and has lectured on law firm management at UC Hastings. She has served as a moot court coach for Thurgood Marshall High School, and since 2010, she has been co-chair of the Berkeley Consumer Law Alumni Group.

From 2012-2015, Ms. Sagafi sat on the Board of the Justice and Diversity Center of the Bar Association of San Francisco, which advances fairness and equality by providing pro bono legal

services to low-income people and educational programs that foster diversity in the legal profession. Ms. Sagafi has also served on the Board of Governors of California Women

Lawyers, where she was a member of the executive committee and co-chair of the membership committee. Ms. Sagafi is a past President of the Board of Directors of About-Face, a San Francisco nonprofit dedicated to equipping girls and young women with the tools to resist negative messages in the media, particularly as they relate to beauty and body image.

When she is not pursuing her legal interests, Ms. Sagafi enjoys exploring Northern California with her husband and young son.

SABITA J. SONEJI
PARTNER

Sabita J. Soneji is a Partner in Tycko & Zavareei's Oakland office. She focuses her practice on consumer protection class actions and whistleblower litigation. Ms. Soneji has extensive experience in litigation and legal policy at both the federal and state level and a passion for fighting consumer fraud.

Ms. Soneji began that work during her time with the United States Department of Justice, as Senior Counsel to the Assistant Attorney General. In that role, she oversaw civil and criminal prosecution of various forms of financial fraud that arose in the wake of the 2008 recession. For that work, Ms. Soneji partnered with other federal agencies, state attorneys' general, and consumer advocacy groups. Beyond that affirmative work, Ms. Soneji worked to defend various federal programs, including the Affordable Care Act in nationwide litigation.

Ms. Soneji has extensive civil litigation experience from her four years with international law firm Baker Botts LLP, her work as an Assistant United States Attorney in the Northern District of California, and her most recent work as Deputy County Counsel for Santa Clara County, handling civil litigation on behalf of the County including regulatory, civil rights, and employment matters. She has successfully argued motions and conducted trials in both state and federal court and negotiated settlements in complex multi-party disputes.

Early in her career, Ms. Soneji clerked for the Honorable Gladys Kessler on the United States District Court for the District of Columbia for three years, during which she assisted the judge in overseeing the largest civil case in American history, United States v. Phillip Morris, et al., a civil RICO case brought against major tobacco manufacturers for fraud in the marketing, sale, and design of cigarettes. The opinion in that case – which is over 1600 pages — paved the way for Congress to authorize FDA regulation of cigarettes.

Ms. Soneji is a graduate of the University of Houston, summa cum laude, with degrees in Math and Political Science, and Georgetown University Law Center, magna cum laude. After college and before law school, she spent two years living and working in Japan.

In her spare time, Ms. Soneji teaches for National Institute for Trial Advocacy (NITA), coaches a moot court team at Berkeley Law School, and volunteers at a local food bank.

KATHERINE M. AIZPURU
ASSOCIATE

Katherine M. Aizpuru graduated *cum laude* from Harvard Law School in 2014. While in law school, Ms. Aizpuru held positions on the Executive Board of the *Harvard Journal of Law & Gender* and the Board of Law Students for Reproductive Justice. Ms. Aizpuru earned her Bachelor of Arts with High Honors from Swarthmore College in 2010, with a major in Political Science and minor in Chinese. She is a member of Phi Beta Kappa.

Ms. Aizpuru joined Tycko & Zavareei in 2017. Since then, she has focused her practice on advocating for consumers and whistleblowers against the predatory conduct of greedy corporations. Ms. Aizpuru has taken on mortgage loan servicers that take advantage of elderly borrowers and homeowners in financial distress; financial institutions that assess improper and illegal fees against their customers; tech companies that engage in false advertising and violate user privacy; companies that sell defective products; and more. Ms. Aizpuru has also represented whistleblowers exposing fraudulent practices in the healthcare industry. She is committed to fierce advocacy on behalf of her clients and the public.

Prior to joining Tycko & Zavareei, Ms. Aizpuru clerked for the Honorable Theodore D. Chuang on the United States District Court for the District of Maryland and the Honorable Catharine F. Easterly on the District of Columbia Court of Appeals. She also practiced law in the Washington, D.C. office of a large international law firm, where she was recognized for her *pro bono* work. Before law school, Ms. Aizpuru represented the United States as a Student Ambassador in the USA Pavilion at the 2010 World Expo in Shanghai, PRC.

Ms. Aizpuru is a member of the District of Columbia, Massachusetts, and New York state bars. She is admitted to practice before numerous federal courts.

MAREN I. CHRISTENSEN
ASSOCIATE

Maren I. Christensen joined Tycko & Zavareei in 2019. Prior to joining the firm, Ms. Christensen practiced law in the New York office of a large international firm. While at that firm, she worked on wide ranging civil litigation, international arbitration, and government enforcement investigations, as well as pro bono immigration matters. Ms. Christensen served for three years as a law clerk for the Honorable Martha Vazquez on the United States District Court for the District of New Mexico. She also previously worked as an associate at a boutique litigation firm in Oakland, where she served as plaintiffs' counsel in employment law matters and qui tam lawsuits.

Ms. Christensen graduated from Berkeley Law, with distinction, in 2013, and from the University of Chicago, with honors, in 2006. While in law school, Ms. Christensen was Editor in Chief of the Berkeley Journal of International Law and a student advocate with the International Refugee Assistance Project (IRAP). She also served as a teaching and research assistant and was a summer law clerk at the United States Attorney's Office, Civil Division, in San Jose, California.

Earlier in her career, Ms. Christensen was an Accredited Representative at the National Immigrant Justice Center in Chicago. She also earned a master's degree in international law and conflict resolution from The Fletcher School at Tufts University. Her research on building rule of law in Afghanistan was published in the Berkeley Journal of Middle Eastern & Islamic Law.

Ms. Christensen is admitted to practice in California, New York, and the United States District Court for the Central District of California. She is fluent in Spanish.

SARAH C. KOHLHOFER
ASSOCIATE

Sarah C. Kohlhofer is a trial attorney who joined Tycko & Zavareei in 2019. A former prosecutor with both the United States Attorney's Office for the District of Columbia and the Office of the Attorney General for the District of Columbia, Mrs. Kohlhofer has tried to verdict over 30 cases. Mrs. Kohlhofer also served for three years as a law clerk for the Honorable Barbara J. Rothstein on the United States District Court for the District of Columbia.

Mrs. Kohlhofer graduated from Boston College Law School, which awarded her the Frederic N. Halström prize for most outstanding performance in a national advocacy competition. During law school, Mrs. Kohlhofer worked for Northeast Legal Aid (formerly Neighborhood Legal Services), pursuing several class action lawsuits against major banks and mortgage servicers that had breached the terms of the U.S. Department of Treasury's Home Affordable Modification Program. Mrs. Kohlhofer also worked as a student attorney for the Massachusetts Office of the Attorney General and the Suffolk County District Attorney, where she argued before the Massachusetts Appeals Court.

Earlier in her career, Mrs. Kohlhofer worked on the staff of U.S. Congresswoman Gabrielle Giffords. Mrs. Kohlhofer earned her B.A., Phi Beta Kappa and with high honors, from the College of Wooster. She was awarded the school's top prize for a senior thesis relating to women's, gender, and sexuality studies.

Mrs. Kohlhofer is admitted to practice in the District of Columbia and the Commonwealth of Massachusetts.

MATTHEW W. LANAHAN
ASSOCIATE

Matthew W. Lanahan graduated cum laude from the University of Michigan Law School in 2014. While in law school, Mr. Lanahan was a contributing editor of the Michigan Law Review. Mr. Lanahan graduated summa cum laude, honors baccalaureate from Virginia Polytechnic Institute and State University with a BA in English and minors in History and Pop Culture. Mr. Lanahan is a member of Phi Beta Kappa.

Mr. Lanahan joined Tycko & Zavareei in 2019. Prior to joining Tycko & Zavareei, Mr. Lanahan practiced law in the Washington, D.C. office of a large international law firm. During his time at that large international law firm, Mr. Lanahan's practice included work on large class actions, products liability matters, securities enforcement, false claims act matters, and complex commercial litigations. Mr. Lanahan also maintained a pro bono practice focused on large civil rights matters and landlord-tenant cases.

During law school, Mr. Lanahan participated in the federal appellate litigation clinic. Mr. Lanahan also interned for the Federal Defender's office in Detroit. Mr. Lanahan is a member of the District of Columbia and Virginia state bars.

V CHAI OLIVER PRENTICE
ASSOCIATE

V Chai Oliver Prentice graduated from Yale Law School in 2015 and joined Tycko & Zavareei in 2019. Prior to joining the firm, Mr. Prentice clerked for the Honorable Marsha S. Berzon on the United States Court of Appeals for the Ninth Circuit. Mr. Prentice also previously worked as an associate at a boutique litigation firm in San Francisco. At that firm, he served as plaintiffs' counsel in complex civil litigation matters with an emphasis on consumer protection and antitrust class actions. Mr. Prentice also worked on several qui tam lawsuits. Prior to that, Mr. Prentice served as the Rockefeller Brothers Fund Fellow in Nonprofit Law at the Vera Institute of Justice.

While in law school, Mr. Prentice served as an articles editor and managing editor of the Yale Human Rights and Development Law Journal. He also represented veterans in federal court class actions and administrative appeals as a law student intern at the Jerome N. Frank Legal Services Organization. Mr. Prentice also was a filmmaker for Yale's Visual Law Project and a teaching assistant and writing instructor for Yale College.

Mr. Prentice graduated summa cum laude from the George Washington University in 2009 with a B.A. in International Affairs and minors in Sociocultural Anthropology and German Language and Literature. He also earned an M.A. in Environmental Management from the Freie Universitaet Berlin. Mr. Prentice is a member of Phi Beta Kappa.

Mr. Prentice is admitted to the State Bar of California and the bars of the United States District Courts for the Northern District of California, Central District of California, and Southern District of California, and the United States Court of Appeals for the Ninth Circuit.

DAVID W. LAWLER
OF COUNSEL

David Lawler received his law degree from Creighton University School of law in 1997. Mr. Lawler graduated from the University of California, Berkeley in 1989 with a degree in Political Science.

Mr. Lawler joined Tycko & Zavareei LLP in January 2012. He has over fifteen years of commercial litigation experience, including an expertise in eDiscovery and complex case management. At the firm Mr. Lawler has worked extensively on overdraft fee litigation and In re Automotive Parts Antitrust litigation.

Before joining Tycko & Zavareei LLP, Mr. Lawler was an attorney in the litigation departments at McKenna & Cuneo LLP and Swidler Berlin Shereff Friedman LLP.

Among Mr. Lawler's accomplishments include the co-drafting of appellate briefs which resulted in reversal and remand of lower court decision, US Court of Appeals for the Fourth Circuit.

Mr. Lawler is a member of the District of Columbia Bar, as well as numerous federal courts.