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12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14 SAN FRANCISCO DIVISION

15 IN RE: VOLKSWAGEN "CLEAN DIESEL"  
16 MARKETING, SALES PRACTICES, AND  
17 PRODUCTS LIABILITY LITIGATION

18 This Document Relates to:

19 ALL CONSUMER AND RESELLER  
20 ACTIONS

MDL 2672 CRB (JSC)

**PLAINTIFFS' NOTICE OF MOTION,  
MOTION, AND MEMORANDUM IN  
SUPPORT OF PRELIMINARY  
APPROVAL OF THE BOSCH CLASS  
ACTION SETTLEMENT AGREEMENT  
AND RELEASE AND APPROVAL OF  
CLASS NOTICE**

Hearing: February 14, 2017  
Time: 8:00 a.m.  
Courtroom: 6, 17th floor

The Honorable Charles R. Breyer

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**NOTICE OF MOTION AND MOTION**

TO THE ALL PARTIES AND COUNSEL OF RECORD:

PLEASE TAKE NOTICE that, on February 14, 2017, at 8:00 a.m., or at such other date as may be agreed upon, in Courtroom 6 of the United States District Court for the Northern District of California, located at 450 Golden Gate Avenue, San Francisco, California, the undersigned Lead Counsel and Plaintiffs’ Steering Committee (“PSC”), on behalf of Plaintiffs and a proposed settlement class of certain owners and lessees of Volkswagen-, Audi-, and Porsche-branded TDI vehicles (“Settlement Class”) as defined in the Class Action Settlement Agreement and Release (“Settlement” or “Class Action Agreement”), will and hereby do move the Court for an Order granting preliminary approval of the Class Action Agreement with Robert Bosch GmbH and Robert Bosch, LLC (“Bosch”), provisionally certifying the Settlement Class, appointing Settlement Class Representatives, appointing Settlement Counsel, directing notice to the Settlement Class, and scheduling a fairness hearing.

As discussed in the Memorandum and Points of Authorities below, after intensive arm’s-length negotiations overseen by Settlement Master Robert S. Mueller, III, Plaintiffs and Bosch (“the Parties”) have reached a final classwide resolution.<sup>1</sup> The proposed settlement provides consumers with additional compensation, above and beyond the \$10.03 billion that this Court has approved for the Volkswagen 2.0-liter Class Action Settlement (the “Volkswagen 2.0-liter Settlement” or “2.0-liter Settlement”), and the \$1.26 billion that Volkswagen has, at a minimum, agreed to pay to settle claims concerning the 3.0-liter vehicles (the “Volkswagen 3.0-liter Class Action Settlement” or “3.0-liter Settlement”), as set forth in a concurrently filed motion. Moreover, the proposed Notice Program, which includes direct notice to Settlement Class Members and will be coordinated with the notice program for the Proposed 3.0-liter Class Action Settlement, is the best notice practicable under the circumstances. Plaintiffs thus respectfully request that the Court grant their motion for preliminary approval of their settlement with Bosch.

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<sup>1</sup> All capitalized terms are the same as in the Class Action Agreement.

**MEMORANDUM OF POINTS AND AUTHORITIES****I. INTRODUCTION**

As Volkswagen recently admitted in its plea agreement with the Department of Justice (“DOJ”), it knowingly misled regulators and the public into believing that its TDI “clean diesel” engines met strict U.S. federal and state emission standards. Plaintiffs alleged that Bosch’s role in supplying software to Volkswagen facilitated Volkswagen’s scheme to deceive the United States Environmental Protection Agency (“EPA”), the California Air Resources Board (“CARB”), and other government officials into approving for sale hundreds of thousands of non-compliant Class Vehicles in the U.S. Volkswagen has since admitted wrongdoing, recently pleading guilty to conspiracy to defraud the U.S., including wire fraud, and to violating the Clean Air Act. Bosch continues to deny wrongdoing.

The Parties’ proposed Settlement creates a non-reversionary common fund worth at least \$327.5 million. The Bosch class is defined to include all class members in the Volkswagen 2.0-liter Settlement and 3.0-liter Settlement, including consumers and reseller dealers, which means that those class members will receive payments from the Bosch Settlement on top of the very significant payments they will receive from Volkswagen.

Anyone who submitted or submits in the future an approved claim in either or both of the Volkswagen Settlements automatically will receive their Bosch Settlement Fund payment check(s) in the mail. Those people – the vast majority of Class Members – will not need to file claims or do anything else to receive compensation from the Bosch Settlement Fund. Even those who excluded themselves from (“opted out of”) either or both Volkswagen Settlements, or who otherwise did not file approved claims in those settlements, will have the opportunity to obtain compensation from the Bosch Settlement Fund through a claims process.

This Settlement brings to an end the final chapter of the consumer claims in the MDL litigation, a resolution achieved at remarkable speed. Indeed, the Settlement comes less than one-and-a-half years after news of Volkswagen’s diesel scandal broke, one year after this Court appointed Lead Counsel and the PSC (together, “Class Counsel”), and three months after this Court granted final approval of the Volkswagen 2.0-liter Settlement. It compensates all parties



1 directly injured by Bosch’s alleged conduct, and is part of a broader resolution that has achieved  
2 significant remedies for all consumers, reseller dealers, and Volkswagen franchise dealers.

3 As with the Volkswagen 2.0-liter Settlement, this Settlement is the result of significant  
4 efforts undertaken by Class Counsel, defense counsel, Settlement Master Mueller and his team,  
5 and the Court. Despite the remarkable pace of the litigation that resulted in a Volkswagen 2.0-  
6 liter Settlement between Class Counsel and Volkswagen and the announcement of the Proposed  
7 Volkswagen 3.0-liter Class Action Settlement, Class Counsel’s efforts toward a resolution with  
8 Bosch continued full speed. The PSC worked around the clock to investigate the facts, review and  
9 analyze documents, engage experts, and prepare for trial against Bosch.

10 Plaintiffs are proud to present this Bosch Settlement to the Court, and they respectfully  
11 request its approval. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the  
12 reasons set forth below, this Court should enter the Parties’ proposed Preliminary Approval  
13 Order.

## 14 **II. BACKGROUND AND PROCEDURAL HISTORY**

15 The relevant factual allegations and procedural history are set forth in large part in this  
16 Court’s Order granting preliminary approval of the Volkswagen 2.0-liter Settlement. *See In re*  
17 *Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prods. Liab. Litig.*, No. 2672 CRB (JSC),  
18 2016 WL 4010049, at \*1-2 (N.D. Cal. July 26, 2016). Since that time, Plaintiffs have continued  
19 to press forward with the litigation against Bosch, while also exploring a possible settlement.

### 20 **A. Factual Background**

21 As the Court previously outlined, this multidistrict litigation arises from Volkswagen’s  
22 sale of TDI “clean diesel” vehicles containing a “defeat device” to the American public. *Id.* at \*1.  
23 Volkswagen marketed the TDI vehicles to the public “as being environmentally friendly, fuel  
24 efficient, and high performing.” *Id.* However, the vehicles contained hidden defeat devices—  
25 “software that bypasses, defeats, or renders inoperative certain elements of the vehicles’  
26 emissions control system”—to evade emissions testing by government regulators such as the EPA  
27 and CARB. *Id.* The defeat device, which Volkswagen developed with software supplied by  
28 Bosch, sensed when the vehicle was being tested for emissions compliance and then accordingly

1 adjusted its output to legal levels. *Id.* Then, when the defeat device sensed that testing was  
2 complete, it would activate normal driving conditions, and the vehicles would “release nitrogen  
3 oxides (“NO<sub>x</sub>”) at a factor of *up to 40 times* over the permitted limit.”<sup>2</sup> *Id.* Volkswagen was able  
4 “to obtain Certificates of Conformity (“COCs”) from EPA and Executive Orders (“EOs”) from  
5 CARB for its 2.0- and 3.0-liter diesel engine vehicles” solely based on the installation of the  
6 defeat device. *Id.*

7 On September 3, 2015, Volkswagen admitted to government regulators that it had  
8 installed a defeat device on 2009-2015 Volkswagen and Audi 2.0-liter TDI vehicles. Dkt. 1804,  
9 at ¶ 355. On September 18, 2015, the EPA issued a Notice of Violation (“NOV”) to Volkswagen,  
10 alleging the defeat device violated provisions of the Clean Air Act, and CARB informed  
11 Volkswagen it had commenced an enforcement investigation concerning the defeat device. *Id.* at  
12 ¶ 356.

13 On November 2, 2015, the EPA issued a second NOV to Volkswagen, as well as Dr. Ing.  
14 h.c. F. Porsche AG and Porsche Cars North America, Inc., which alleged Volkswagen had  
15 installed in its 3.0-liter diesel engine vehicles a defeat device similar to the one described in the  
16 September 18 NOV. *Id.* at ¶ 366. CARB likewise sent a second letter concerning the same  
17 matter. *Id.* at ¶ 370. After originally denying the allegations, Volkswagen finally admitted that  
18 defeat device software was installed not only in the vehicles identified in the second NOV, but in  
19 all 3.0-liter Class Vehicles sold by Volkswagen, Audi, and Porsche. *Id.*

20 Following the public disclosure of Volkswagen’s wrongdoing, consumers filed over 500  
21 class actions across the country. In addition, multiple governmental entities filed suit: the DOJ  
22 filed a complaint on behalf of the EPA for violations of the Clean Air Act; the Federal Trade  
23 Commission (“FTC”) filed an action for violations of the FTC Act; and California and other state  
24 attorneys general announced investigations or lawsuits.

25 On December 8, 2015, the Judicial Panel on Multidistrict Litigation (“JPML”) transferred  
26 all related federal actions to the Northern District of California for consolidated pre-trial

27 \_\_\_\_\_  
28 <sup>2</sup> Citations, internal quotations, and footnotes omitted and emphasis added unless otherwise noted.

1 proceedings in the above-captioned MDL. Dkt. No. 1. The following month, the Court  
2 appointed Elizabeth J. Cabraser of Lieff, Cabraser, Heimann & Bernstein, LLP as Lead Counsel  
3 and 21 additional attorneys to the PSC, which is chaired by Ms. Cabraser. Dkt. No. 1084. The  
4 Court also appointed former FBI Director Robert S. Mueller III as Settlement Master to facilitate  
5 settlement discussions. Dkt. No. 797.

6 In the weeks and months that followed, a fully deployed PSC worked tirelessly to  
7 prosecute the civil cases on behalf of consumers against Volkswagen and Bosch. Lead Counsel  
8 created more than a dozen PSC working groups to ensure that the enormous amount of work that  
9 needed to be done in a very short period of time was done in the most organized and efficient  
10 manner possible. The Bosch working group focused on all aspects of the litigation involving  
11 Bosch, including drafting the complaints, serving and reviewing voluminous discovery, assessing  
12 technical and engineering issues (and retaining experts concerning those issues), preparing a  
13 motion for class certification, preparing for an early trial, and researching German and European  
14 data privacy issues, among others.

15 On February 22, 2016, Class Counsel filed a Consolidated Consumer Class Action  
16 Complaint alleging, among other things, that Bosch had conspired with Volkswagen to develop,  
17 install, and conceal the defeat devices in violation of the Racketeer Influenced and Corrupt  
18 Organizations Act (“RICO”), 18 U.S.C. § 1962(c)-(d). Dkt. No. 1230. Following the filing of  
19 the Complaint, Class Counsel served Bosch with extensive written discovery, including  
20 interrogatories, requests for production, and requests for admissions. Class Counsel reviewed and  
21 analyzed many millions of pages of documents relating to Bosch, which required the reviewing  
22 attorneys not only to understand the legal and technical complexities of the “defeat device”  
23 scheme, but also to master the difficulties and nuances involved when working with documents  
24 composed in German. The review of these documents enabled Class Counsel to investigate the  
25 extent of Bosch’s involvement in the fraud. On September 2, 2016, the PSC filed the Amended  
26 Consumer Complaint, which amplified contentions about Bosch’s alleged role in the conspiracy.  
27 Thereafter, additional discovery was exchanged, motions were drafted, and preparation for trial  
28 accelerated. Dkt. No. 1804.

1 Parallel to this litigation track, intensive settlement talks began immediately following the  
2 Court's appointment of Lead Counsel and the Settlement Master. However, Bosch was not a  
3 party to the Volkswagen 2.0-liter Settlement. *See In re Volkswagen "Clean Diesel" Mktg., Sales*  
4 *Practices, & Prods. Liab. Litig.*, No. 2672 CRB (JSC), 2016 WL 6248426 (N.D. Cal. Oct. 25,  
5 2016). It took several more months of intensive litigation before Bosch tentatively agreed to a  
6 proposed settlement. During this time, the Parties engaged in meet and confers (both in-person  
7 and telephonically) regarding the scope of discovery and Bosch's objections to Plaintiffs'  
8 discovery requests and prepared letters to Magistrate Judge Corley to assist with the resolution of  
9 the Parties' various discovery disputes. The Parties vigorously litigated Bosch's alleged role in  
10 the fraud up until the moment a tentative agreement was announced, as evidenced by the  
11 stipulation filed by the Parties on December 2, 2016, regarding briefing on Bosch's forthcoming  
12 motions to dismiss. *See* Dkt. No. 2414.

13 The government agencies pursuing Volkswagen chose not to engage in litigation against  
14 Bosch. Thus, the PSC has performed all of the investigatory and discovery work in the case  
15 against Bosch. Those efforts ultimately will provide Settlement Class Members with the  
16 additional compensation offered by this Settlement. By any measure, this Settlement is an  
17 extraordinary result for the Settlement Class, given the difficulty of presenting Bosch's alleged  
18 involvement from ambiguous and technical documents and in the face of Bosch's significant  
19 asserted defenses.

### 20 **III. TERMS OF THE SETTLEMENT**

#### 21 **A. The Settlement Class**

22 As mentioned above, the Settlement Class consists of the combined class members of the  
23 Volkswagen 2.0-liter and 3.0-liter settlements. Therefore, the Class consists of Eligible Owners,  
24 Eligible Sellers, Eligible Former Lessees, and Eligible Lessees in the 2.0-liter Settlement, and  
25 Eligible Owners, Eligible Former Owners, Eligible Former Lessees, and Eligible Lessees in the  
26 3.0-liter Settlement.

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

- 28 (1) Bosch's officers, directors, and employers; and Bosch's affiliates and affiliates'

1 officers, directors, and employees;

2 (2) Volkswagen; Volkswagen's officers, directors, and employees; and Volkswagen's  
3 affiliates and affiliates' officers, directors, and employees;

4 (3) any Volkswagen Franchise Dealer;

5 (4) Judicial officers and their immediate family members and associated court staff  
6 assigned to this case; and

7 (5) All those otherwise in the Class who or which timely and properly exclude  
8 themselves from the Class as provided in the Class Action Settlement Agreement.

9 **B. Benefits to Settlement Class Members**

10 Bosch has agreed to make a guaranteed lump-sum payment of \$327,500,000 (the "Bosch  
11 Settlement Fund") for the benefit of the Settlement Class Members. This payment includes any  
12 attorneys' fees and expenses that might be awarded by the Court. Further, Bosch will pay all  
13 reasonable and necessary fees and costs of the Notice Administrator and Claims Administrator  
14 incurred with providing notice under, and for the administration of, the Class Action Settlement  
15 Agreement.

16 **C. Release**

17 In exchange for the benefits conferred by the Settlement, all Settlement Class Members  
18 will release Bosch from any and all claims relating to the subject matter of this action. The  
19 detailed release language is set forth in Section 9 of the Class Action Settlement Agreement.

20 **D. The Bosch Notice Program**

21 The Bosch Notice Program will be administered by Epiq Systems, Inc., one of the leading  
22 class action settlement administrators in the country. The Bosch Notice Program set forth in  
23 Section 8 of the Class Action Agreement, and described in more detail below, is designed to  
24 provide the best notice practicable, and is tailored to take advantage of the information about the  
25 Settlement Class that has been obtained in the Volkswagen settlements.

26 Each class member will be sent two notices, a Short Form Notice and a Long Form  
27 Notice. The Short Form Notice – which will be mailed in postcard format – contains general  
28 information about the settlement, and directs Class Members to the Claims Website for more

1 information about the Bosch Settlement. The Long Form Notice – which will be emailed to Class  
2 Members – contains detailed information on class membership, cash benefits, the class action  
3 process, and how Class Members can file claims or obtain more information. Both notices will  
4 guide the class member to a dedicated Settlement Website for more details on the Bosch  
5 Settlement and Class Members’ rights and options under the Settlement.

6 **E. Settlement Administration**

7 The vast majority of Settlement Class Members will automatically receive their Bosch  
8 Settlement compensation via mailed checks. They will not have to submit claims or take any  
9 other affirmative step to receive their payments under the Settlement. Instead, any Settlement  
10 Class Member with an approved claim (currently or in the future) in either the Volkswagen 2.0-  
11 liter Settlement or the Proposed Volkswagen 3.0-liter Class Action Settlement will automatically  
12 receive a check from the Bosch Settlement Fund. Settlement Class Members who opted out of  
13 either the 2.0-liter Settlement or the Proposed 3.0-liter Class Action Settlement, or who are  
14 eligible under the 2.0-liter Settlement or the Proposed 3.0-liter Class Action Settlement but have  
15 not filed a claim (or did not file a timely claim), will also have the opportunity to file a claim and  
16 receive a check from the Bosch Settlement Fund.

17 **F. Settlement Class Member Payment Distributions**

18 Payments to Settlement Class Members will begin after entry of an order granting final  
19 approval to the Settlement, and will be distributed over the course of the Claim Period. Subject to  
20 Court approval, allocation of the Bosch Settlement Fund among Settlement Class Members will  
21 be made in accordance with the following plan of distribution developed by the FTC:

22 (1) The Bosch Settlement Fund will be distributed among Settlement Class Members  
23 as follows:

24 (a) Persons eligible to participate in the 2.0-liter Class Action Settlement will  
25 receive a total of \$163,267,450, to be shared among 2.0-liter Class Members as set forth below.

26 (b) Persons eligible to participate in the 3.0-liter Class Action Settlement will  
27 receive a total of \$113,264,400, to be shared among 3.0-liter Class Members as set forth below.

28 (2) The Bosch Settlement funds will be allocated to individual Class members as

1 follows:

2 (a) An Eligible Owner of an Eligible Vehicle in the 2.0-liter Class Action  
3 Settlement will receive \$350, except that if an Eligible Seller has identified himself or herself and  
4 filed an approved claim for the Eligible Vehicle, or if an Eligible Lessee has identified himself or  
5 herself and filed an approved claim for the Eligible Vehicle, the Eligible Owner will receive  
6 \$175.

7 (b) An Eligible Seller in the 2.0-liter Class Action Settlement who has  
8 identified himself or herself and filed an approved claim will receive \$175.

9 (c) An Eligible Lessee in the 2.0-liter Class Action Settlement will receive  
10 \$200.

11 (d) An Eligible Owner of an Eligible Vehicle in the 3.0-liter Class Action  
12 Settlement will receive \$1,500, with three exceptions:

13 (i) If an Eligible Former Owner has identified himself or herself and  
14 filed an approved claim for the Eligible Vehicle in the 3.0-liter Class Action Settlement, the  
15 \$1,500 payment will be split equally (\$750 each) between the Eligible Owner and the Eligible  
16 Seller.

17 (ii) An Eligible Owner will also receive \$750 if an Eligible Former  
18 Lessee has identified himself or herself and filed an approved claim for the Eligible Vehicle in  
19 the 3.0-liter Class Action Settlement.

20 (iii) If two Eligible Former Owners have identified themselves and  
21 filed approved claims for the Eligible Vehicle in the 3.0-liter Class Action Settlement, the \$1,500  
22 will be split among the Eligible Owner and the two Eligible Former Owners, with \$750 going to  
23 the Eligible Owner and \$375 each to the two Eligible Former Owners.

24 (e) An Eligible Lessee in the 3.0-liter Class Action Settlement will receive  
25 \$1,200.

26 The Federal Trade Commission (“FTC”) is an independent government agency whose  
27 mission is to prevent business practices that are anticompetitive, or deceptive or unfair to  
28 consumers. Acting as an independent third party to the litigation between the PSC and Bosch, the

1 Commission’s counsel met with Bosch and directed an allocation of the Bosch Settlement fund  
 2 among members of the Bosch Settlement Class that Commission counsel would recommend that  
 3 the Commission accept. The FTC required that the parties accept its allocation, so the Settlement  
 4 depended upon the parties accepting the FTC’s determination. Bosch tendered a final offer  
 5 consistent with this allocation and Class counsel accepted that allocation.

6 **G. Attorneys’ Fees**

7 Class Counsel will move this Court for an award of attorneys’ fees of up to sixteen  
 8 percent of the Bosch Settlement Fund, as well as reimbursement of costs and expenses incurred  
 9 with the action, both to be paid from the Bosch Settlement Fund. The parties did not discuss  
 10 attorneys’ fees and costs prior to agreement on all material terms of the Class Action Settlement  
 11 Agreement.

12 **IV. THE SETTLEMENT MERITS PRELIMINARY APPROVAL**

13 **A. The Class Action Settlement Process**

14 Pursuant to Rule 23(e),<sup>3</sup> class actions “may be settled, voluntarily dismissed, or  
 15 compromised only with the court’s approval.” As a matter of “express public policy,” federal  
 16 courts favor and encourage settlements, particularly in class actions, where the costs, delays, and  
 17 risks of continued litigation might otherwise overwhelm any potential benefit the class could hope  
 18 to obtain. *See Class Plaintiffs v. Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992) (noting the “strong  
 19 judicial policy that favors settlements, particularly where complex class action litigation is  
 20 concerned”); *In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008) (same); *see also*  
 21 4 Herbert B. Newberg & Alba Conte, *Newberg on Class Actions* §11:41 (4th ed. 2002) (same;  
 22 collecting cases).

23 The *Manual for Complex Litigation* (Fourth) (2004) (“*Manual*”) describes the three-step  
 24 procedure for approving class action settlements: (1) preliminary approval of the proposed  
 25 settlement; (2) dissemination of the notice of the settlement to class members, providing for,  
 26 among other things, a period for potential objectors and dissenters to raise challenges to the  
 27

28 <sup>3</sup> All references to “Rule” are to the Federal Rules of Civil Procedure.



1 settlement's reasonableness; and (3) a formal fairness and final settlement approval hearing. *Id.*  
2 at § 21.63. The *Manual* characterizes the preliminary approval stage as a court's "initial  
3 evaluation" of the fairness of the proposed settlement on the basis of written submissions and  
4 informal presentations from the settlement parties. *Id.* at § 21.632. Plaintiffs request that the  
5 Court grant preliminary approval of the Settlement and authorize the dissemination of notice of  
6 the Settlement to Settlement Class Members. Plaintiffs further request that the Court appoint the  
7 undersigned Lead Counsel and the PSC as Class Counsel and the 2.0-liter and 3.0-liter TDI  
8 owners and lessees listed in Exhibit 1 as the Settlement Class Representatives. *See In re*  
9 *Volkswagen*, 2016 WL 6248426, at \*28 (confirming appointment of Lead Counsel and the PSC as  
10 Settlement Counsel in the context of the 2.0-liter Settlement).

### 11 **B. The Standard for Preliminary Approval**

12 Rule 23(e) governs a district court's analysis of the fairness of a settlement of a class  
13 action. To approve a class action settlement, the Court must determine whether the settlement is  
14 "fundamentally fair, adequate and reasonable." *In re Rambus Inc. Deriv. Litig.*, No. C-06-3515  
15 JF (HRL), 2009 WL 166689, at \*2 (N.D. Cal. Jan. 20, 2009) (citing Fed. R. Civ. P. 23(e)); *see*  
16 *also In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000); *Officers for Justice v.*  
17 *Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982)). Preliminary approval of a proposed  
18 settlement is the first step in making this determination.

19 If "the proposed settlement appears to be the product of serious, informed, non-collusive  
20 negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to  
21 class representatives or segments of the class, and falls within the range of possible approval, then  
22 the court should direct that the notice be given to the class members of a formal fairness hearing."  
23 *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007); *see also In re*  
24 *Netflix Privacy Litig.*, No. 5:11-CV-00379 EJD, 2013 WL 1120801, at \*4 (N.D. Cal. Mar. 18,  
25 2013) (applying at preliminary approval a "presumption" of fairness to settlement that was "the  
26 product of non-collusive, arms' length negotiations conducted by capable and experienced  
27 counsel"). "The preliminary determination establishes an initial presumption of fairness." *In re*  
28 *Tableware Antitrust Litig.*, 484 F. Supp. 2d at 1079-80. "Although Rule 23 imposes strict

1 procedural requirements on the approval of a class settlement, a district court’s only role in  
2 reviewing the substance of that settlement is to ensure that it is ‘fair, adequate, and free from  
3 collusion.’” *Lane v. Facebook, Inc.*, 696 F.3d 811, 819 (9th Cir. 2012) (quoting *Hanlon v.*  
4 *Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998)); *see also In re Hewlett-Packard Co.*  
5 *S’holder Deriv. Litig.*, No. 3:12-CV-06003-CRB, 2015 WL 1153864 at \*5 (N.D. Cal. Mar. 13,  
6 2015) (granting preliminary approval of settlement in derivative action that “appears to represent  
7 a fair, reasonable, and adequate resolution” of the claims).

8 When class counsel is experienced and supports the settlement, and the agreement was  
9 reached after arm’s-length negotiations, courts give a presumption of fairness to the settlement.  
10 *See Nobles v. MBNA Corp.*, No. C 06-3723 CRB, 2009 WL 1854965, at \*6 (N.D. Cal. June 29,  
11 2009); *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980), *aff’d*, 661 F.2d 939  
12 (9th Cir. 1981). Additionally, “[i]t is the settlement taken as a whole, rather than the individual  
13 component parts, that must be examined for overall fairness.” *Staton v. Boeing Co.*, 327 F.3d  
14 938, 952 (9th Cir. 2003).

15 The Ninth Circuit has identified “the strength of the plaintiffs’ case; the risk, expense,  
16 complexity, and likely duration of further litigation; the risk of maintaining class action status  
17 throughout the trial; the amount offered in settlement; the extent of discovery completed and the  
18 stage of the proceedings; the experience and views of counsel; the presence of a governmental  
19 participant; and the reaction of the class members to the proposed settlement” as factors for  
20 determining whether a settlement is, in the final analysis, fair, reasonable, and adequate. *See*  
21 *Hanlon*, 150 F.3d at 1026. “The relative degree of importance to be attached to any particular  
22 factor will depend upon and be dictated by the nature of the claims advanced, the types of relief  
23 sought, and the unique facts and circumstances presented by each individual case.” *Officers for*  
24 *Justice*, 688 F.2d at 625. To determine whether a settlement is within the range of possible  
25 approval, the Court must also ensure it is “not the product of fraud or overreaching by, or  
26 collusion between, the negotiating parties.” *Id.*; *see also In re Mego*, 213 F.3d at 458. Thus, to  
27 preliminarily assess the reasonableness of the parties’ proposed settlement, the Court should  
28 review both the substance of the deal and the process used to arrive at the settlement. *See In re*

1 *Tableware Antitrust Litig.*, 484 F. Supp. 2d at 1080 (“preliminary approval . . . has both a  
2 procedural and a substantive component”).

3 Here, this Settlement is well within the range of possible approval as a fair, reasonable,  
4 and adequate resolution between the parties as discussed below, and should be preliminarily  
5 approved. All of the relevant factors set forth by the Ninth Circuit for evaluating the fairness of  
6 a settlement at the final stage weigh in favor of preliminary approval now, and there can be no  
7 reasonable doubt that the Settlement was reached in a procedurally fair manner, given Settlement  
8 Master Mueller’s ongoing guidance and assistance. For these reasons, the Settlement merits  
9 preliminary approval.

10 **C. The Settlement Is Substantively Fair Because It Provides Significant Benefits**  
11 **in Exchange for the Compromise of Plaintiffs’ Claims.**

12 As noted in the summary of the Settlement terms above, the Settlement compensates  
13 Settlement Class Members for their losses as a result of Bosch’s alleged participation in the  
14 scheme to defraud. The Settlement’s significant benefits are provided in recognition of the  
15 litigation risk Bosch faced from Plaintiffs’ claims. All PSC members—a uniquely experienced  
16 group including preeminent class action litigators, consumer and environmental advocates, trial  
17 lawyers, and automobile litigation veterans—support this Settlement.

18 It is doubtful that the Settlement Class could obtain a better outcome against Bosch  
19 through continued litigation, trial, and appeal. There are serious litigation risks in this case.  
20 Bosch contends, for example, that several of the key documents upon which Plaintiffs rely on in  
21 their Complaint do not relate to the TDI matter or otherwise fail to support the allegations that  
22 Bosch knowingly participated in Volkswagen’s fraud. For example, Bosch has pointed out that a  
23 German-language document, which Plaintiffs stress as proof of knowledge of Volkswagen’s  
24 defeat device,<sup>4</sup> actually does not concern diesel vehicles at all, does not reference the EDC-17 that  
25 the complaints allege contained the defeat device, and instead relates to a gasoline engine. Bosch  
26 similarly points out that another German-language document which the Complaints allege reflects

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27 <sup>4</sup> See, e.g., Amended Consolidated Consumer Class Action Complaint (ECF No. 1804), ¶¶ 237,  
28 266, 487.

1 a conversation between Volkswagen’s CEO and Bosch GmbH’s CEO about the “acoustic  
2 function” in fact referred to diesel vehicle acoustics, and not an alleged defeat device.<sup>5</sup> Such  
3 claims therefore might be more difficult to prove at trial.

4 A further consideration is that Bosch GmbH is a German company, and much of the  
5 allegations against it concern actions taken in Germany. Plaintiffs might have the burden of  
6 proving that the Court may properly exercise personal jurisdiction over Bosch GmbH and that  
7 U.S. law extends to its conduct, which are other risk factors that must be assessed.

8 While Class Counsel nevertheless believe in the strength of this case, they also recognize  
9 that there are always uncertainties in litigation, which thus counsel in favor of a compromise in  
10 exchange for certain and timely provision to the Settlement Class of the significant benefits  
11 described herein. *See Nobles*, 2009 WL 1854965, at \*2 (“The risks and certainty of recovery in  
12 continued litigation are factors for the Court to balance in determining whether the Settlement is  
13 fair.”) (citing *In re Mego*, 213 F.3d at 458; *Kim v. Space Pencil, Inc.*, No. C 11-03796 LB, 2012  
14 WL 5948951, at \*5 (N.D. Cal. Nov. 28, 2012) (“The substantial and immediate relief provided to  
15 the Class under the Settlement weighs heavily in favor of its approval compared to the inherent  
16 risk of continued litigation, trial, and appeal, as well as the financial wherewithal of the  
17 defendant.”)).

18 Indeed, should Class Counsel prosecute these claims against Bosch to conclusion, any  
19 recovery would come years in the future and at far greater expense to the Settlement Class. There  
20 is also a risk that a litigation Class would receive less or nothing at all, despite the merit of the  
21 claims, not only because of the risks of litigation, but also because of the solvency risks that such  
22 prolonged and expanding litigation might impose upon Bosch. A judgment that bankrupts Bosch  
23 would be far less satisfying than a settlement that provides meaningful and certain monetary and  
24 restorative relief now. *See, e.g., UAW v. GMC*, 497 F.3d 615, 632 (6th Cir. 2007) (affirming  
25 approval of settlement class and rejecting objections premised on prospect of plaintiffs complete  
26 victory on disputed issue because “any such victory would run the risk of being a Pyrrhic one . . .

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27  
28 <sup>5</sup> *Id.* ¶¶ 271, 299.

1 we need not embellish the point by raising the prospect of bankruptcy”). As recognized by the  
2 Court in its Order granting final approval of the 2.0-liter Settlement, “[w]eighing this possibility  
3 against the immediate and guaranteed benefits provided by the Settlement, settlement is clearly  
4 favored.” *In re Volkswagen*, 2016 WL 6248426, at \*18.

5 **D. The Settlement Is the Product of Good Faith, Informed, and Arm’s-Length**  
6 **Negotiations, and It Is Procedurally Fair.**

7 Lead Counsel and Class Counsel engaged in intensive settlement discussions with Bosch  
8 and government representatives under Settlement Master Mueller’s guidance and supervision.  
9 Class Counsel also analyzed voluminous discovery material that provided them with sufficient  
10 information to enter into a reasoned and well-informed settlement. *See In re Volkswagen*, 2016  
11 WL 4010049, at \*14 (holding that Class Counsel’s review of discovery “allowed them to make a  
12 well-informed assessment of the merits of the Class’ claims and to determine whether  
13 Volkswagen’s offers adequately compensates Class Members for their injuries”); *see also In re*  
14 *Mego*, 213 F.3d at 459 (holding that “significant investigation, discovery and research” supported  
15 the “district court’s conclusion that the Plaintiffs had sufficient information to make an informed  
16 decision about the Settlement”).

17 Here, the Parties’ settlement negotiations were conducted in good faith at all times, and  
18 the Settlement was reached through arms-length negotiations over the course of months under the  
19 supervision of the Court-appointed Settlement Master Mueller, who played a crucial role in  
20 supervising the negotiations and in helping the Parties bridge their differences in order to reach  
21 this Settlement. *See In re Volkswagen*, 2016 WL 4010049, at \*14 (finding that “the Settlement  
22 Master’s guidance coupled with informed dialogues and the intensive involvement of government  
23 entities suggests the parties reached the Settlement after serious, informed, non-collusive  
24 negotiations”).

25 Taken together, the benefits provided to Settlement Class Members and the fair manner in  
26 which the Settlement was reached weigh in favor of granting preliminary approval here.

27 **V. THE COURT SHOULD CERTIFY THE CLASS FOR SETTLEMENT PURPOSES**

28 Plaintiffs respectfully request that the Court certify the Class defined in paragraph 2.7 of

1 the Class Action Agreement for settlement purposes, and order that notice of the Settlement be  
2 issued to inform Settlement Class Members of: (1) the existence and terms of the Settlement; (2)  
3 how to obtain benefits under the Settlement; (3) their right to be heard on its fairness; (4) their  
4 right to opt out; and (5) the date, time, and place of the fairness hearing. *Manual* §§ 21.632,  
5 21.633.

6 When “[c]onfronted with a request for settlement-only class certification, a district court  
7 need not inquire whether the case, if tried, would present intractable management problems . . .  
8 for the proposal is that there be no trial.” *Amchem Prods. v. Windsor*, 521 U.S. 591, 620 (1997).  
9 Class certification is appropriate where: “(1) the class is so numerous that joinder of all members  
10 is impracticable; (2) there are questions of law and fact common to the class; (3) the claims or  
11 defenses of the representative parties are typical of the claims or defenses of the class; and (4) the  
12 representative parties will fairly and adequately protect the interests of the class.” Fed. R. Civ. P.  
13 23(a). Certification of a class seeking monetary compensation also requires a showing that  
14 “questions of law or fact common to class members predominate over any questions affecting  
15 only individual members, and that a class action is superior to other available methods for fairly  
16 and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3).

17 In the context of the Volkswagen 2.0-liter Settlement, the Court certified a substantially  
18 similar class of owners and lessees of Volkswagen- and Audi-branded TDI vehicles. *See In re*  
19 *Volkswagen*, 2016 WL 4010049, at \*10-12; *see In re Volkswagen*, 2016 WL 6248426, at \*6-7  
20 (adopting the certification analysis at the preliminary approval stage and granting final class  
21 certification). Given that Plaintiffs’ claims here are substantially identical to, and arise from the  
22 same facts as, those brought on behalf of the substantially similar 2.0-liter class, the Court’s  
23 analysis in approving the 2.0-liter Settlement applies with equal force here, particularly because  
24 the software alleged to contain the defeat devices in each of the Class Vehicles was supplied by  
25 Bosch. As demonstrated below, the Settlement Class readily satisfies each of Rule 23’s  
26 requirements.

27  
28

1           **A.     The Class Meets the Requirements of Rule 23(a).**

2                   **1.     The Class Is Sufficiently Numerous.**

3           Rule 23(a)(1) is satisfied when “the class is so numerous that joinder of all class members  
4 is impracticable.” Numerosity is generally satisfied when the class exceeds forty members. *See,*  
5 *e.g., Slaven v. BP Am., Inc.*, 190 F.R.D. 649, 654 (C.D. Cal. 2000).

6           Here, it is undisputed that more than 500,000 Class Vehicles were sold or leased in the  
7 U.S., and, thus, that the Class consists of tens of thousands of members. Therefore, numerosity is  
8 easily established. *See In re Volkswagen*, 2016 WL 4010049, at \*10 (“The numerosity  
9 requirement is easily satisfied. There were 475,745 [2.0-liter] Eligible Vehicles sold or leased to  
10 consumers in the United States, and thus hundreds of thousands of potential Class Members.”).  
11 The large size of the Class and the geographic dispersal of its members across the U.S. render  
12 joinder impracticable. *See id.* (finding numerosity satisfied in context of the 2.0-liter Settlement  
13 “because joinder is impractical”); *see also Palmer v. Stassinis*, 233 F.R.D. 546, 549 (N.D. Cal.  
14 2006) (“Joinder of 1,000 or more co-plaintiffs is clearly impractical.”).

15           Moreover, the Class is defined by objective, transactional facts—the purchase or lease of  
16 Class Vehicle—and there is no dispute that Settlement Class Members can easily be identified by  
17 reference to the books and records of Volkswagen and their dealers. Accordingly, to the extent  
18 required, the Class is readily ascertainable. *See Moreno v. Autozone, Inc.*, 251 F.R.D. 417, 421  
19 (N.D. Cal. 2008) (Breyer, J.) (“A class is ascertainable if it identifies a group of unnamed  
20 plaintiffs by describing a set of common characteristics sufficient to allow a member of that group  
21 to identify himself or herself as having a right to recover based on the description.”).

22                   **2.     There Are Common Questions of Law and Fact.**

23           Further, common questions of law and fact apply to each of the Settlement Class  
24 Member’s claims. “Federal Rule of Civil Procedure 23(a)(2) conditions class certification on  
25 demonstrating that members of the proposed class share common ‘questions of law or fact.’”  
26 *Stockwell v. City & County of San Francisco*, 749 F.3d 1107, 1111 (9th Cir. 2014). The  
27 “commonality requirement has been ‘construed permissively,’ and its requirements deemed  
28 ‘minimal.’” *Estrella v. Freedom Fin. Network*, No. C 09-03156 SI, 2010 WL 2231790, at \*7

1 (N.D. Cal. June 2, 2010) (quoting *Hanlon*, 150 F.3d at 1020). “The existence of shared legal  
2 issues with divergent factual predicates is sufficient, as is a common core of salient facts coupled  
3 with disparate legal remedies within the class.” *Hanlon*, 150 F.3d at 1019. Assessing  
4 commonality requires “a precise understanding of the nature of the underlying claims.”  
5 *Parsons v. Ryan*, 754 F.3d 657, 676 (9th Cir. 2014) (citing *Amgen Inc. v. Conn. Ret. Plans & Tr.*  
6 *Funds*, 133 S. Ct. 1184, 1194–95 (2013)). This allows courts to determine if the class’ “claims . .  
7 . depend upon a common contention” that is “of such a nature that it is capable of classwide  
8 resolution—which means that determination of its truth or falsity will resolve an issue that is  
9 central to the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*,  
10 564 U.S. 338, 350 (2011). The commonality “analysis does not turn on the number of common  
11 questions, but on their relevance to the factual and legal issues at the core of the purported class’  
12 claims.” *Jimenez v. Allstate Ins. Co.*, 765 F.3d 1161, 1165 (9th Cir. 2014). Indeed, “[e]ven a  
13 single question of law or fact common to the members of the class will satisfy the commonality  
14 requirement.” *Dukes*, 564 U.S. at 369.

15 Courts routinely find commonality where the class’ claims arise from a defendant’s  
16 uniform course of conduct. *See, e.g., Negrete v. Allianz Life Ins. Co. of N. Am.*, 238 F.R.D. 482,  
17 488 (C.D. Cal. 2006) (“The Court finds that the class members’ claims derive from a common  
18 core of salient facts, and share many common legal issues. These factual and legal issues include  
19 the questions of whether Allianz entered into the alleged conspiracy and whether its actions  
20 violated the RICO statute. The commonality requirement of Rule 23(a)(2) is met.”); *Cohen v.*  
21 *Trump*, 303 F.R.D. 376, 382 (S.D. Cal. 2014) (“Here, Plaintiff argues his RICO claim raises  
22 common questions as to ‘Trump’s scheme and common course of conduct, which ensnared  
23 Plaintiff[] and the other Class Members alike.’ The Court agrees.”); *Spalding v. City of Oakland*,  
24 No. C11-2867 TEH, 2012 WL 994644, at \*3 (N.D. Cal. Mar. 23, 2012) (commonality found  
25 where plaintiffs “allege[] a common course of conduct that is amenable to classwide resolution”);  
26 *Int’l Molders’ & Allied Workers’ Local Union No. 164 v. Nelson*, 102 F.R.D. 457, 462 (N.D. Cal.  
27 1983) (“commonality requirement is satisfied where it is alleged that the defendants have acted in  
28 a uniform manner with respect to the class”); *see also Suchanek v. Sturm Foods, Inc.*, 764 F.3d



1 750, 756 (7th Cir. 2014) (finding that “[w]here the same conduct or practice by the same  
2 defendant gives rise to the same kind of claims from all class members, there is a common  
3 question”).<sup>6</sup>

4 Here, as in the 2.0-liter Settlement, the Settlement Class Members’ claims arise from  
5 Volkswagen’s and Bosch’s alleged “common course of conduct.” *In re Volkswagen*, 2016 WL  
6 4010049, at \*10. Common questions of fact include allegations of Bosch’s involvement in  
7 Volkswagen’s “fraudulent scheme to deceive state and federal regulatory authorities by installing  
8 in [the] 2.0-liter [and 3.0-liter] diesel engine vehicles the defeat device designed.” *Id.* Common  
9 questions of law and fact about the scheme and common course of conduct will generate common  
10 answers “apt to drive the resolution of the litigation” for the Settlement Class as a whole. *Dukes*,  
11 564 U.S. at 350. Because Plaintiffs allege that the Class’s “injuries derive from [D]efendants’  
12 alleged ‘unitary course of conduct,’” they have “‘identified a unifying thread that warrants class  
13 treatment.’” *Sykes v. Mel Harris & Assocs. LLC*, 285 F.R.D. 279, 290 (S.D.N.Y. 2012), *aff’d*,  
14 780 F.3d 70 (2d Cir. 2015).

15 As this Court recognized when certifying the 2.0-liter class, “[w]ithout class certification,  
16 individual Class Members would be forced to separately litigate the same issues of law and fact  
17 which arise from Volkswagen’s use of the defeat device and Volkswagen’s alleged common  
18 course of conduct.” *In re Volkswagen*, 2016 WL 4010049, at \*10 (citing *In re Celera Corp. Sec.*  
19 *Litig.*, No. 5:10-CV-02604-EJD, 2014 WL 722408, at \*3 (N.D. Cal. Feb. 25, 2014) (finding  
20 commonality met where plaintiffs raised questions of law or fact that would be addressed by other  
21 putative class members pursuing similar claims)). The same is true with regard to Bosch.  
22 Accordingly, Commonality is easily satisfied here.

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23 <sup>6</sup> Although the Court need not reach the question, courts routinely find commonality in cases  
24 where uniform misrepresentations and omissions are employed to deceive the public. *See Ries v.*  
25 *Ariz. Beverages USA LLC*, 287 F.R.D. 523, 537 (N.D. Cal. 2012) (“Courts routinely find  
26 commonality in false advertising cases.”); *Astiana v. Kashi Co.*, 291 F.R.D. 493, 501-02 (S.D.  
27 Cal. 2013) (same); *see also Guido v. L’Oreal, USA, Inc.*, 284 F.R.D. 468, 478 (C.D. Cal. 2012)  
28 (whether misrepresentations “are unlawful, deceptive, unfair, or misleading to reasonable  
consumers are the type of questions tailored to be answered in ‘the capacity of a classwide  
proceeding to generate common answers apt to drive the resolution of the litigation’”) (quoting  
*Dukes*, 564 U.S. at 350).

1                   **3. The Settlement Class Representatives' Claims Are Typical of Other**  
2                   **Settlement Class Members' Claims.**

3                   The proposed Settlement Class Representatives' claims are also typical of other  
4 Settlement Class Members' claims. "Rule 23(a)(3) requires that 'the claims or defenses of the  
5 representative parties are typical of the claims or defenses of the class.'" *Parsons*, 754 F.3d at  
6 685 (quoting Fed. R. Civ. P. 23(a)(3)). "Like the commonality requirement, the typicality  
7 requirement is 'permissive' and requires only that the representative's claims are 'reasonably co-  
8 extensive with those of absent class members; they need not be substantially identical.'" *Rodriguez v. Hayes*, 591 F.3d 1105, 1124 (9th Cir. 2010) (quoting *Hanlon*, 150 F.3d at 1020).  
9 "The test of typicality is 'whether other members have the same or similar injury, whether the  
10 action is based on conduct which is not unique to the named plaintiffs, and whether other class  
11 members have been injured by the same course of conduct.'" *Evon v. Law Offices of Sidney*  
12 *Mickell*, 688 F.3d 1015, 1030 (9th Cir. 2012) (quoting *Hanon v. Dataproducts Corp.*, 976 F.2d  
13 497, 508 (9th Cir. 1992)). Accordingly, the typicality requirement "assure[s] that the interest of  
14 the named representative aligns with the interests of the class." *Wolin v. Jaguar Land Rover N.*  
15 *Am., LLC*, 617 F.3d 1168, 1175 (9th Cir. 2010) (quoting *Hanon*, 976 F.2d at 508). Thus, where a  
16 plaintiff suffered a similar injury and other class members were injured by the same course of  
17 conduct, typicality is satisfied. *See Parsons*, 754 F.3d at 685.

18                   Here, the same course of conduct that injured Settlement Class Representatives also  
19 injured other Settlement Class Members. Indeed, as in the 2.0-liter Settlement, "[t]he Settlement  
20 Class Representatives' claims are based on the same pattern of wrongdoing as those brought on  
21 behalf of [Settlement] Class Members." *In re Volkswagen*, 2016 WL 4010049, at \*11. Thus,  
22 "[t]heir claims are typical because they were subject to the same conduct as other Settlement  
23 Class Members, and as a result of that conduct, the Settlement Class Representatives and  
24 Settlement Class Members suffered the same injury." *Id.* The Settlement Class Representatives,  
25 like other Settlement Class Members, would not have purchased or leased their vehicles had the  
26 illegal defeat devices been disclosed because the Class Vehicles would not have been approved  
27 for sale or lease in the U.S. in the first place. The Settlement Class Representatives and the other  
28

1 Settlement Class Members will similarly—and equitably—benefit from the relief provided by the  
2 Settlement.

3 Accordingly, Rule 23’s typicality requirement is satisfied here. *See In re Volkswagen*,  
4 2016 WL 4010049, at \*11 (finding typicality satisfied in context of the 2.0-liter Settlement).

5 **4. The Settlement Class Representatives and Class Counsel Will Fairly**  
6 **and Adequately Protect the Interests of the Settlement Class.**

7 Adequacy of representation is clearly met. Rule 23(a)(4) requires “the representative  
8 parties [to] adequately protect the interests of the class.” “This requirement is rooted in due-  
9 process concerns—‘absent class members must be afforded adequate representation before entry  
10 of a judgment which binds them.’” *Radcliffe v. Experian Info. Sols., Inc.*, 715 F.3d 1157, 1165  
11 (9th Cir. 2013) (quoting *Hanlon*, 150 F.3d at 1020). Courts engage in a two-prong inquiry: “‘(1)  
12 do the named plaintiffs and their counsel have any conflicts of interest with other class members  
13 and (2) will the named plaintiffs and their counsel prosecute the action vigorously on behalf of  
14 the class?’” *Evon*, 688 F.3d at 1031 (quoting *Hanlon*, 150 F.3d at 1020). Here, the answer to  
15 question one is no, and the answer to question two is a resounding yes.

16 **a. The Interests of the Settlement Class Representatives Are**  
17 **Directly Aligned with Those of the Absent Class Members and**  
18 **the Settlement Class Representatives Have Diligently Pursued**  
**the Action on Their Behalf.**

19 The Settlement Class Representatives do not have any interests antagonistic to the other  
20 Settlement Class Members and will continue to vigorously protect their interests, as they have for  
21 the past year. *See Clemens v. Hair Club for Men, LLC*, No. C 15-01431 WHA, 2016 WL  
22 1461944, at \*2 (N.D. Cal. Apr. 14, 2016). Indeed, the Settlement Class Representatives and  
23 Settlement Class Members “are entirely aligned in their interest in proving that Volkswagen [and  
24 Bosch] misled them and share the common goal of obtaining redress for their injuries.” *In re*  
25 *Volkswagen*, 2016 WL 4010049, at \*11.

26 As in the 2.0-liter Settlement, the Settlement Class Representatives understand their duties  
27 as class representatives, have agreed to consider the interests of absent Settlement Class  
28 Members, and have actively participated in this litigation. *See id.*; *see also Trosper v. Styker*

1 *Corp.*, No. 13-CV-0607-LHK, 2014 WL 4145448, at \*29 (N.D. Cal. Aug. 21, 2014) (“All that is  
2 necessary is a ‘rudimentary understanding of the present action and . . . a demonstrated  
3 willingness to assist counsel in the prosecution of the litigation.’”).

4 Here, for example, the Settlement Class Representatives have provided factual  
5 information pertaining to their purchase or lease of a Class Vehicle in order to assist in drafting  
6 the complaints in this litigation. *In re Volkswagen*, 2016 WL 4010049, at \*11. The Settlement  
7 Class Representatives have searched for, and provided, relevant documents and information to  
8 their counsel, and have assisted in preparing discovery responses and completing comprehensive  
9 fact sheets. *Id.* Moreover, the Settlement Class Representatives have regularly communicated  
10 with their counsel regarding various issues pertaining to this case, and they will continue to do so  
11 until the Settlement is approved and its administration completed. *Id.* All of this together is more  
12 than sufficient to meet the adequacy requirement of Rule 23(a)(4). *See id.*

13 **b. Class Counsel Are Qualified to Serve as Settlement Class**  
14 **Counsel.**

15 Rule 23(g) requires this Court to appoint class counsel to represent the Settlement Class.  
16 At the outset of the MDL, as part of a competitive application process before the Court, Lead  
17 Counsel and each member of the PSC established, and the Court recognized, their qualifications,  
18 experience, and commitment to the successful prosecution of this MDL. Importantly, the criteria  
19 that the Court considered in appointing Lead Counsel and the PSC was substantially similar to the  
20 considerations set forth in Rule 23(g). *Compare* Dkts. 336 and 1084, *with Clemens*, 2016 WL  
21 1461944, at \*2. In the context of the 2.0-liter Settlement, the Court found that Class Counsel “are  
22 qualified attorneys with extensive experience in consumer class action litigation and other  
23 complex cases” and that “there are no doubts regarding Class Counsel’s adequacy.” *In re*  
24 *Volkswagen*, 2016 WL 4010049, at \*11. Further, Class Counsel, and their respective law firms,  
25 have undertaken an enormous amount of work, effort, and expense in this litigation and  
26 demonstrated their willingness to devote whatever resources necessary to see it through to a  
27 successful outcome. *Id.*; *see* 12/22/16 Status Conf. Tr. 14:7-22 (Dkt. No. 2757) (“I am well  
28 aware of the extraordinary effort that the lawyers for all the parties have put into this. . . . Lawyers

1 have families. Lawyers have other obligations. Lawyers have lives. And they have sort of taken  
2 all of that, put it to the side, and worked on this task of resolving this issue because of the serious  
3 environmental concerns that were raised by this litigation.”); 5/24/16 Status Conf. Tr. 8:6-14  
4 (Dkt. No. 1535) (“I have been advised by the Settlement Master that all of you have devoted  
5 substantial efforts, weekends, nights, and days, and perhaps at sacrifice to your family.”).

6 The Court need look no further than the significant benefits already obtained for the Class  
7 through Class Counsel’s zealous and efficient prosecution of this action. Accordingly, as this  
8 Court found for the 2.0-liter Settlement, Class Counsel are qualified and adequate to represent the  
9 interests of the Settlement Class in this Settlement with Bosch. *See In re Volkswagen*, 2016 WL  
10 4010049, at \*11 (finding adequacy satisfied in context of the 2.0-liter Settlement); *see also In re*  
11 *Volkswagen*, 2016 WL 6248426, at \*28 (confirming appointment of Lead Counsel and the PSC as  
12 Settlement Counsel in the context of the 2.0-liter Settlement).

13 **B. The Requirements of Rule 23(b)(3) Are Met.**

14 In addition to the requirements of Rule 23(a), the Court must also find that of Rule 23(b)’s  
15 requirements are satisfied. A Rule 23(b)(3) class may be certified where, as here: (i) “questions  
16 of law or fact common to class members predominate over any questions affecting only  
17 individual members”; and (ii) a class action is “superior to other available methods for fairly and  
18 efficiently adjudicating the controversy.” Both requirements are met.

19 **1. Common Issues of Law and Fact Predominate.**

20 First, common questions of law and fact predominate over any individual questions. “The  
21 predominance inquiry ‘asks whether the common, aggregation-enabling, issues in the case are  
22 more prevalent or important than the non-common, aggregation-defeating, individual issues.’”  
23 *Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016) (quoting 2 William B.  
24 Rubenstein, *et al.*, *Newberg on Class Actions* § 4:49, at 195-96 (5th ed. 2012)). “When ‘one or  
25 more of the central issues in the action are common to the class and can be said to predominate,  
26 the action may be considered proper under Rule 23(b)(3) even though other important matters  
27 will have to be tried separately, such as damages or some affirmative defenses peculiar to some  
28 individual class members.’” *Id.* (quoting 7AA Charles Alan Wright, Arthur R. Miller & Mary

1 Kay Kane, *Federal Practice and Procedure* § 1778, at 123-24 (3d ed. 2005)). Instead, at its core,  
 2 “[p]redominance is a question of efficiency.” *Butler v. Sears, Roebuck & Co.*, 702 F.3d 359, 362  
 3 (7th Cir. 2012). Thus, “[w]hen common questions present a significant aspect of the case and  
 4 they can be resolved for all members of the class in a single adjudication, there is clear  
 5 justification for handling the dispute on a representative rather than on an individual basis.”  
 6 *Hanlon*, 150 F.3d at 1022.

7 The Ninth Circuit favors class treatment of fraud claims stemming from a “common  
 8 course of conduct,” like the scheme alleged here. See *In re First Alliance Mortg. Co.*, 471 F.3d  
 9 977, 990 (9th Cir. 2006); *Hanlon*, 150 F.3d at 1022-23. Even outside of the settlement context,  
 10 predominance is readily met in cases asserting RICO and consumer claims arising from a  
 11 fraudulent scheme that injured each plaintiff. See *Amchem Prods.*, 521 U.S. at 625; *Wolin*, 617  
 12 F.3d at 1173, 1176 (consumer claims based on uniform omissions are readily certifiable where  
 13 the claims are “susceptible to proof by generalized evidence,” even if individualized issues  
 14 remain); *Friedman v. 24 Hour Fitness USA, Inc.*, No. CV 06-6282 AHM (CTx), 2009 WL  
 15 2711956, at \*8 (C.D. Cal. Aug. 25, 2009) (“Common issues frequently predominate in RICO  
 16 actions that allege injury as a result of a single fraudulent scheme.”); see also *Klay v. Humana,*  
 17 *Inc.*, 382 F.3d 1241, 1256-57 (11th Cir. 2004) (upholding class certification of RICO claim where  
 18 “all of the defendants operate nationwide and allegedly conspired to underpay doctors across the  
 19 nation, so the numerous factual issues relating to the conspiracy are common to all plaintiffs [and  
 20 the] corporate policies [at issue] constitute[d] the very heart of the plaintiffs’ RICO claims”).<sup>7</sup>

21 \_\_\_\_\_  
 22 <sup>7</sup> The Rule 23(b)(3) predominance inquiry in the context of the certification of a nationwide  
 23 settlement class involving various state consumer protection law claims was the subject of an  
 24 extensive *en banc* decision by the Third Circuit in *Sullivan v. DB Invs., Inc.*, 667 F.3d 273 (3d  
 25 Cir. 2011). In affirming certification of a nationwide settlement class, the Third Circuit’s  
 26 predominance inquiry was informed by “three guideposts”: (1) “commonality is informed by the  
 defendant’s conduct as to all class members and any resulting injuries common to all class  
 members”; (2) “variations in state law do not necessarily defeat predominance”; and (3)  
 “concerns regarding variations in state law largely dissipate when a court is considering the  
 certification of a settlement class.” *Id.* at 297.

27 This Court recently adopted the rationale in *Sullivan*, foreshadowed by the Ninth Circuit in  
 28 *Hanlon*, that “state law variations are largely ‘irrelevant to certification of a settlement class.’”  
*Id.* at 304 (quoting *Sullivan*, 667 F.3d at 304); *Wakefield v. Wells Fargo & Co.*, No. C 13-05053

1 Here, too, questions of law or fact common to the claims of the Settlement Class Members  
2 predominate over any questions affecting only individual members. As the Court found in the  
3 context of the 2.0-liter Settlement, Volkswagen’s uniform scheme to mislead regulators and  
4 consumers by submitting false applications for COCs and EOs, failing to disclose the existence of  
5 the illegal Defeat Devices in the Class Vehicles, and misrepresenting the levels of NO<sub>x</sub> emissions  
6 of the Class Vehicles are central to the claims asserted in the Amended Consumer Complaint, as  
7 are claims concerning Bosch’s alleged involvement. *See In re Volkswagen*, 2016 WL 4010049, at  
8 \*12; *see also* Dkt. 1804, at ¶¶ 238-296. “Plaintiffs allege Volkswagen perpetrated the same fraud  
9 in the same manner against all [Settlement] Class Members.” *In re Volkswagen*, 2016 WL  
10 4010049, at \*12. Indeed, as with the 2.0-liter Settlement, if the Court were to find that  
11 Volkswagen and Bosch “engaged in a deceptive and fraudulent scheme, such a finding would  
12 apply to all of the [Settlement] Class Members’ claims.” *Id.* Plaintiffs also allege a common and  
13 unifying injury, as their and other Settlement Class Members’ injuries arise solely from the use of  
14 the defeat device. *Id.* Thus, here too, Plaintiffs satisfy the predominance requirement.

## 15 2. Class Treatment Is Superior in This Case.

16 Finally, class treatment is superior. Pursuant to Rule 23(b)(3), a class action must be  
17 “superior to other available methods for fairly and efficiently adjudicating the controversy.” This  
18 factor “requires determination of whether the objectives of the particular class action procedure  
19 will be achieved in the particular case.” *Hanlon*, 150 F.3d at 1023. In other words, it “requires  
20 the court to determine whether maintenance of this litigation as a class action is efficient and  
21 whether it is fair.” *Wolin*, 617 F.3d at 1175-76. Under Rule 23, “the Court evaluates whether a

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22  
23 LB, 2014 WL 7240339, at \*4 (N.D. Cal. Dec. 18, 2014); *In re Cathode Ray Tube (CRT) Antitrust*  
24 *Litig.*, No. C-07-5944-SC, 2016 U.S. Dist. LEXIS 9944, at \*28-29 (N.D. Cal. Jan. 6, 2016),  
25 *report & recommendation adopted*, 2016 U.S. Dist. LEXIS 9766 (N.D. Cal. Jan. 26, 2016).  
26 Moreover, in the settlement context, the Court need not “differentiate[e] within a class based on  
27 the strength or weakness of the theories of recovery.” *In re Transpacific Passenger Air Transp.*  
28 *Antitrust Litig.*, No. C 07-05634 CRB, 2015 WL 3396829, at \*3 (N.D. Cal. May 26, 2015)  
(quoting *Sullivan*, 667 F.3d at 328); *Rodman v. Safeway, Inc.*, No. 11-cv-03003-JST, 2014 WL  
988992, at \*15 (N.D. Cal. Mar. 10, 2014) (citing *Sullivan*, 667 F.3d at 304-07). Here, like in  
*Sullivan*, any material variations in state law do not preclude a finding of predominance, given the  
uniformity of Volkswagen’s and Bosch’s conduct in the scheme and common course of conduct.

1 class action is a superior method of adjudicating plaintiff’s claims by evaluating four factors: ‘(1)  
2 the interest of each class member in individually controlling the prosecution or defense of  
3 separate actions; (2) the extent and nature of any litigation concerning the controversy already  
4 commenced by or against the class; (3) the desirability of concentrating the litigation of the  
5 claims in the particular forum; and (4) the difficulties likely to be encountered in the management  
6 of a class action.’” *Trosper*, 2014 WL 4145448, at \*17 (quoting *Leuthold v. Destination Am.,*  
7 *Inc.*, 224 F.R.D. 462, 469 (N.D. Cal. 2004)).

8         There can be little doubt that class treatment here is superior to the litigation of thousands  
9 of individual consumer actions. “From either a judicial or litigant viewpoint, there is no  
10 advantage in individual members controlling the prosecution of separate actions. There would be  
11 less litigation or settlement leverage, significantly reduced resources and no greater prospect for  
12 recovery.” *Hanlon*, 150 F.3d at 1023; *see also Wolin*, 617 F.3d at 1176 (“Forcing individual  
13 vehicle owners to litigate their cases, particularly where common issues predominate for the  
14 proposed class, is an inferior method of adjudication.”). The damages sought by each Settlement  
15 Class Member here, while related to an important purchase, are not so large as to weigh against  
16 certification of a class action. *See Smith v. Cardinal Logistics Mgmt. Corp.*, No. 07-2104 SC,  
17 2008 WL 4156364, at \*11 (N.D. Cal. Sept. 5, 2008) (class members had a small interest in  
18 personally controlling the litigation even where damages averaged \$25,000-\$30,000 per year of  
19 work); *see also Walker v. Life Ins. Co.*, No. CV 10-9198 JVS (RNBx), 2012 WL 7170602, at \*16  
20 (C.D. Cal. Nov. 9, 2012) (finding that each class member did not have “a greater interest in  
21 pursuing individual claims,” even though it was “not the typical case of thousands of class  
22 members with very low amounts in controversy”).

23         The sheer number of separate trials that would otherwise be required also weighs in favor  
24 of certification. Indeed, “[i]f [Settlement] Class Members were to bring individual lawsuits  
25 against Volkswagen [and Bosch], each Member would be required to prove the same wrongful  
26 conduct to establish liability and thus would offer the same evidence.” *In re Volkswagen*, 2016  
27 WL 4010049, at \*12. “Given that [Settlement] Class Members number in the hundreds of  
28 thousands, there is the potential for just as many lawsuits with the possibility of inconsistent



1 rulings and results.” *Id.* “Thus, classwide resolution of their claims is clearly favored over other  
 2 means of adjudication, and the proposed Settlement resolves [Settlement] Class Members’ claims  
 3 at once.” *Id.*

4 Moreover, all private federal actions seeking relief for the Class have already been  
 5 transferred to this District for consolidated MDL pretrial proceedings.<sup>8</sup> That the JPML  
 6 consolidated all related federal consumer cases in an MDL before this Court is a clear indication  
 7 that a single proceeding is preferable to a multiplicity of individual lawsuits. The government  
 8 suits are pending as part of this MDL, too, enabling this Court to approve and enforce all of the  
 9 provisions of each of these settlements. The certification of the Settlement Class enables and  
 10 completes this advantageous unified jurisdiction. *See In re Volkswagen*, 2016 WL 4010049, at  
 11 \*12 (finding superiority satisfied in context of 2.0-liter Settlement).

12 Because the class action device provides the superior means to effectively and efficiently  
 13 resolve this controversy, and as the other requirements of Rule 23 are each satisfied, certification  
 14 of the Settlement Class is appropriate. *See id.* (finding plaintiffs satisfied the Rule 23(a) and  
 15 (b)(3) requirements and certifying the class in the context of the 2.0-liter Settlement).

16 **VI. THE PROPOSED NOTICE PROGRAM PROVIDES THE BEST**  
 17 **PRACTICABLE NOTICE IN PLAIN LANGUAGE BY DIRECT**  
 18 **MAIL, EMAIL AND PUBLICATION**

19 Upon certifying a Rule 23(b)(3) class, Rule 23(c)(2)(B) requires courts to “direct to class  
 20 members the best notice that is practicable under the circumstances, including individual notice to  
 21 all members who can be identified through reasonable effort.” The best practicable notice is that  
 22 which is “reasonably calculated, under all the circumstances, to apprise interested parties of the

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23 <sup>8</sup> Although several class actions are pending in various state courts, the existence of these actions  
 24 does not defeat a finding of superiority. *See Cartwright v. Viking Indus., Inc.*, No. 2:07-CV-  
 25 02159-FCD-EFB, 2009 WL 2982887, at \*14-15 (E.D. Cal. Sept. 14, 2009) (certifying CLRA,  
 26 UCL, fraudulent concealment, unjust enrichment, and warranty claims despite a concurrent state  
 27 court class action that certified warranty claims for class treatment); *In re Wells Fargo Home*  
 28 *Mortg. Overtime Pay Litig.*, 527 F. Supp. 2d 1053, 1069 (N.D. Cal. 2007) (recognizing that courts  
 often certify concurrent FLSA and UCL class actions). Nor does the existence of actions filed by  
 the DOJ or FTC preclude a finding of superiority because, among other reasons, both of those  
 actions are part of this MDL and the proposed Settlement was negotiated with their participation.

1 pendency of the action and afford them an opportunity to present their objections.” *Mullane v.*  
2 *Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950). The “[n]otice is satisfactory if it  
3 ‘generally describes the terms of the settlement in sufficient detail to alert those with adverse  
4 viewpoints to investigate and to come forward and be heard.’” *Churchill Vill., L.L.C., v. GE*, 361  
5 F.3d 566, 575 (9th Cir. 2004) (quoting *Mendoza v. Tuscon Sch. Dist. No. 1*, 623 F.2d 1338, 1352  
6 (9th Cir. 1980)).

7 Here, the proposed Notice Program for the Bosch Settlement meets these standards. *See*  
8 Exhibit 2, Declaration of Cameron R. Azari on Adequacy of the Class Notice Program (“Azari  
9 Decl.”). The Class Notice Program includes clear and complete Short and Long Form Notices, as  
10 well as a comprehensive Settlement Website. Notice will be distributed through direct mail,  
11 email, an Information Hotline, and a media/advertising plan. Both the content and distribution of  
12 the Notice Program meet the requirements of Rule 23.

13 **A. The Content of the Class Notice Program Satisfies Rule 23.**

14 The Long Form Notice is a 15-plus page document that uses a series of detailed, clearly  
15 worded questions and answers to explain the Bosch Settlement in a reader-friendly format. The  
16 Long Form Notice includes, among other things, an overview of the litigation, an explanation of  
17 the benefits available under the Bosch Settlement, and detailed instructions on how to participate  
18 in or opt out of the Settlement. It also explains that Class Members who wish to opt out of the  
19 Settlement will have until April 14, 2017 to do so. The proposed Long Form Notice is attached to  
20 the Class Action Settlement Agreement, filed concurrently, as Exhibit 1.

21 The Short Form Notice is designed to capture Class Members’ attention via a mailed  
22 postcard. It articulates the basic structure of the Settlement in clear, plain, and concise language.  
23 It directs readers to the Settlement Website (where the Long Form Notice is available), and offers  
24 a toll-free number to call for more information. The proposed Short Form Notice is attached to  
25 the Class Action Settlement Agreement, filed concurrently, as Exhibit 2.

26 Together, these notices satisfy all of the requirements set forth in Rule 23(c)(2)(B),  
27 specifically:

- 28
  - A description of the nature of the case. *See* Long Form Notice Question 5;

- 1 • The Class definition and composition. *See* Long Form Notice Questions 3-4;
- 2 • A description of the Class claims, potential outcomes, and the reasons for the  
3 Settlement. *See* Long Form Notice Questions 19, 22-27;
- 4 • A statement concerning the Class Members’ rights to recovery. *See* Long Form  
5 Notice Summary and Questions 10-15;
- 6 • The names of representatives for Class Counsel who can answer Class Members’  
7 questions. *See* Long Form Notice Question 28;
- 8 • The process and procedure for objecting to the Settlement and appearing at a final  
9 fairness hearing, with or without the aid of an attorney. *See* Long Form Notice at Questions 31-  
10 35;
- 11 • The procedure and time frame through which a Class Member may opt out of the  
12 Settlement. *See* Long Form Notice Summary and Question 23; and
- 13 • The fact that the final judgment in this case will release all claims against Bosch  
14 and bind all Class Members. *See* Long Form Notice Summary and Questions 20-21, 24-25.

15 **B. The Proposed Plan Effectuates the Best Practicable Notice Method.**

16 Rule 23(e)(1) requires that before a proposed settlement may be approved, the Court  
17 “must direct notice in a reasonable manner to all class members who would be bound by the  
18 proposal.” The Class Notice Program described herein exemplifies the reasonable efforts  
19 contemplated by Rule 23. This method of dissemination is the best and most practicable method  
20 for reaching potential Class Members and for providing individualized notice to those Class  
21 Members who can be identified through reasonable effort. The Class Notice Program covers  
22 several distribution channels, including: (1) individual direct mail and email notice; (2) paid  
23 media; (3) earned media and outreach; (4) a Settlement Website; and (5) an Information Hotline.  
24 *See* Exhibit 2, Azari Decl., at ¶¶ 13-30.

25 The principal method of reaching Class Members will be through individual direct mail  
26 notice, given that the Class is objectively defined and readily identifiable. *See Manual for*  
27 *Complex Litigation* (Fourth) (2004), § 21.222. The Parties and Volkswagen have agreed to share  
28 Class Member information gathered during the negotiation and administration of the 2.0-liter and

1 3.0-liter Volkswagen settlements. Thus, contact data for Bosch Class Members will be obtained  
2 through the Notice Administrator and Claims Supervisor in the Volkswagen Settlements.

3 Short Form Notice will be sent to the vast majority of Class Members, who are readily  
4 identifiable through pre-existing records and/or registration data, which will be checked prior to  
5 sending against the National Change of Address Database maintained by the United States Postal  
6 Service. *Id.* at ¶¶ 14-16. Long Form Notice will be mailed to all persons who request one via the  
7 toll-free phone number or by mail. The Long Form Notice will also be available for download or  
8 printing at the website. *Id.* at ¶ 17. Additionally, an Email Notice will be sent to all potential  
9 Bosch Class Members for whom a facially valid email address is available. The Email Notice will  
10 consist of the Long Form Notice slightly modified as appropriate to be sent as an email. *Id.* at ¶  
11 18.

12 To supplement the comprehensive individual notice and concurrent media plan  
13 contemplated for the contemporaneous 3.0-Liter Settlement, the Bosch Notice Program also  
14 includes paid media, including target digital banner advertisements that match actual names and  
15 physical/email addresses of known class members with current consumer profiles. *Id.* at ¶ 23. A  
16 party-neutral Informational Release will be issued to approximately 4,200 print and broadcast and  
17 5,500 online press outlets throughout the United States. Finally, a dedicated website will be  
18 created for the Bosch Settlement, where Class Members will be able to review documents  
19 including the Long Form Notice, Settlement Agreement, Complaint and answers to frequently  
20 asked questions.

21 The Parties created this comprehensive proposed notice program—including both the  
22 content and the distribution plan— with Epiq Systems, Inc. (“Epiq”), a firm that specializes in  
23 designing, developing, analyzing and implementing large-scale, un-biased, legal notification  
24 plans. Subject to the Court’s approval, the parties have selected Epiq to serve as the Notice  
25 Administrator. The Parties are confident that the Notice Program meets the applicable legal  
26 standards and will provide the best notice practicable under the circumstances.

## 27 **VII. THE PROPOSED FINAL APPROVAL HEARING SCHEDULE**

28 The last step in the settlement approval process is the final approval hearing, at which the

1 Court may hear any evidence and argument necessary to evaluate the Settlement. At that hearing,  
 2 proponents of the Settlement may explain and describe its terms and conditions and offer  
 3 argument in support of settlement approval, and Settlement Class Members, or their counsel, may  
 4 be heard in support of or in opposition to the Settlement. Plaintiffs propose the following  
 5 schedule for final approval of the Settlement and implementation of the Settlement Program:

Date	Event
February 7, 2017	Bosch provides Class Action Fairness Act Notice to State Attorneys General
February 14, 2017	Preliminary Approval Hearing [Remainder of schedule assumes entry of Preliminary Approval Order on this date]
February 15, 2017	Class Notice Program begins
March 24, 2017	Motions for Final Approval and Attorneys' Fees filed
April 14, 2017	Objection and Opt-Out Deadline
April 28, 2017	Reply Memorandum in Support of Final Approval and Attorneys' Fees filed, along with Declaration by the Notice and Settlement Administrator.
May 1, 2017 – May 5, 2017 [precise date and time TBD by Court]	Final Approval Hearing

## 19 **VIII. CONCLUSION**

20 For all of the foregoing reasons, Plaintiffs respectfully request that the Court preliminarily  
 21 approve the Bosch Settlement, provisionally certify the Settlement Class, conditionally appoint  
 22 the undersigned as Class Counsel and the Plaintiffs listed in Exhibit 1 hereto as Settlement Class  
 23 Representatives, order dissemination of notice to Settlement Class Members, and set a date for  
 24 the final approval hearing.  
 25  
 26  
 27  
 28

1 Dated: January 31, 2017

Respectfully submitted,

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3 BERNSTEIN, LLP

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5 *Plaintiffs' Steering Committee*  
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**CERTIFICATE OF SERVICE**

I hereby certify that, on January 31, 2017, service of this document was accomplished pursuant to the Court’s electronic filing procedures by filing this document through the ECF system.

/s/ Elizabeth J. Cabraser  
Elizabeth J. Cabraser

1337068.6

# Exhibit 1

# Settlement Class

# Representatives

No.	Settlement Class Representative	State	Model Year	Make	Model	Liter
1	Argento, Anne	California	2013	Volkswagen	Jetta TDI	2.0L
2	Brodie, Juliet	California	2014	Volkswagen	Jetta TDI	2.0L
3	Brook, Lena	California	2015	Audi	Q5 TDI	3.0L
4	Clark, Phillip	California	2014	Volkswagen	Touareg TDI	3.0L
5	Epstein, Aimee	California	2010	Volkswagen	Jetta SportWagen TDI	2.0L
6	Krein, Raymond	California	2014	Volkswagen	Jetta SportWagen TDI	2.0L
7	Pellegrini, Rhonnda	California	2014	Volkswagen	Passat TDI	2.0L
8	Truong, Ted	California	2014	Audi	Q5 TDI	3.0L
9	Watson, Timothy	Connecticut	2015	Audi	A3 TDI	2.0L
10	Fox, DeWayne	Delaware	2010	Volkswagen	Jetta SportWagen TDI	2.0L
11	Shelton, Celia	Delaware	2014	Audi	A6 TDI	3.0L
12	Bell, Farrah	Florida	2015	Audi	A3 TDI	2.0L
13	Inoue, Duane	Hawaii	2010	Audi	A3 TDI	2.0L
14	Bahr, Scott	Illinois	2015	Volkswagen	Golf TDI	2.0L
15	Sullivan, Daniel	Maine	2014	Volkswagen	Passat TDI	2.0L
16	Cure, Matthew	Maryland	2015	Volkswagen	Golf TDI	2.0L
17	Studel, Wolfgang	Massachusetts	2013 2015	Volkswagen Volkswagen	Golf TDI Jetta TDI	2.0L
18	Heilmann, Michael	Michigan	2015	Volkswagen	Touareg TDI	3.0L
19	Kingman, Bryan	Michigan	2015	Volkswagen	Passat TDI	2.0L
20	Johnson, Christopher	Minnesota	2016	Audi	A6 TDI	3.0L
21	Lorenz, Michael	Montana	2012	Volkswagen	Jetta TDI	2.0L
22	Schram, Sara	Nebraska	2013	Volkswagen	Passat TDI	2.0L

<b>No.</b>	<b>Settlement Class Representative</b>	<b>State</b>	<b>Model Year</b>	<b>Make</b>	<b>Model</b>	<b>Liter</b>
23	Stirek, Nancy L.	Nebraska	2011	Volkswagen	Jetta SportWagen TDI	2.0L
24	Greczylo, David	New Jersey	2012	Volkswagen	Golf TDI	2.0L
25	Kirtland, Cynthia	New York	2014	Volkswagen	Jetta SportWagen TDI	2.0L
26	Harlan, Will	North Carolina	2011 2014	Volkswagen Volkswagen	Jetta TDI Jetta TDI	2.0L
27	Bond, Nicholas	Oregon	2013	Volkswagen	Jetta SportWagen TDI	2.0L
29	Pratt, Wesley	Pennsylvania	2013 2014	Volkswagen Volkswagen	Jetta TDI Touareg TDI	2.0L 3.0L
28	Nosrat, Amin	Texas	2014	Audi	A6 TDI	3.0L
30	Otto, Rachel	Utah	2015	Volkswagen	Golf SportWagen TDI	2.0L
31	Ebenstein, David	Vermont	2015	Volkswagen	Golf TDI	2.0L
32	Clements, Dan	Washington	2012	Volkswagen	Touareg TDI	3.0L
33	Herr, Joseph	Washington	2015	Volkswagen	Passat TDI	2.0L

# Exhibit 2

## Azari

# Declaration

1 Elizabeth J. Cabraser (State Bar No. 083151)  
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3 Telephone: 415.956.1000  
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4 ecabraser@lchb.com

5 Lead Counsel for Plaintiffs

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

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12 IN RE: VOLKSWAGEN “CLEAN DIESEL”  
MARKETING, SALES PRACTICES AND  
13 PRODUCTS LIABILITY LITIGATION

Case No. MDL No. 2672 CRB (JSC)

14 This Document Relates to:  
ALL CONSUMER AND RESELLER  
15 ACTIONS

**DECLARATION OF CAMERON R.  
AZARI, ESQ., ON PROPOSED BOSCH  
CLASS NOTICE PROGRAM**

16

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

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

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

22 3. I am the Director of Legal Notice for Hilsoft Notifications (“Hilsoft”); a firm that  
23 specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal  
24 notification plans. Hilsoft is a business unit of Epiq Systems Class Action and Claims Solutions  
25 (“ECA”).

26 4. Hilsoft has been involved with some of the most complex and significant notices  
27 and notice programs in recent history. With experience in more than 300 cases, notices prepared  
28 by Hilsoft have appeared in 53 languages with distribution in almost every country, territory and

1 dependency in the world. Judges, including in published decisions, have recognized and  
 2 approved numerous notice plans developed by Hilsoft, which decisions have always withstood  
 3 collateral reviews by other courts and appellate challenges.

4 **EXPERIENCE RELEVANT TO THIS CASE**

5 5. I have served as a notice expert and have been recognized and appointed by courts  
 6 to design and provide notice in many of the largest and most significant cases, including: *In Re:*  
 7 *Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010,*  
 8 MDL 2179 (E.D. La.) (One of the largest claim deadline notice campaigns ever implemented, for  
 9 BP’s \$7.8 billion settlement claim deadline relating to the Deepwater Horizon oil spill. Hilsoft  
 10 Notifications designed and implemented the claim deadline notice program, which resulted in a  
 11 combined measurable paid print, television, radio and internet notice effort that reached in excess  
 12 of 90% of adults aged 18+ in the 26 identified DMAs covering the Gulf Coast Areas an average  
 13 of 5.5 times each); *In re: Energy Future Holdings Corp., et. al. (Asbestos Claims Bar Date*  
 14 *Notice)*, 14-10979 (CSS) (Bankr. D. Del.) (Large asbestos bar date notice effort, which included  
 15 individual notice, national consumer publications and newspapers, hundreds of local newspapers,  
 16 Spanish newspapers, union labor publications, and digital media to reach the target audience); *In*  
 17 *re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL 1720  
 18 (E.D.N.Y.) (\$7.2 billion settlement reached with Visa and MasterCard. The intensive notice  
 19 program involved over 19.8 million direct mail notices together with insertions in over 1,500  
 20 newspapers, consumer magazines, national business publications, trade & specialty publications,  
 21 and language & ethnic targeted publications, as well as online banner notices, which generated  
 22 more than 770 million adult impressions and a case website in eight languages); *In Re: Oil Spill*  
 23 *by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010*, MDL 2179 (E.D.  
 24 La.) (Dual landmark settlement notice programs to separate “Economic and Property Damages”  
 25 and “Medical Benefits” settlement classes. Notice effort included over 7,900 television spots,  
 26 over 5,200 radio spots, and over 5,400 print insertions and reached over 95% of Gulf Coast  
 27 residents); *In Re American Express Anti-Steering Rules Antitrust Litigation (II)* (“Italian Colors”),  
 28 MDL No. 2221 (E.D.N.Y.) (Momentous injunctive settlement regarding merchant payment card

1 processing. Notice program provided individual notice to more than 3.8 million merchants as  
2 well as coverage in national and local business publications, retail trade publications and  
3 placement in the largest circulation newspaper in each of the U.S. territories and possessions); *In*  
4 *Re: Checking Account Overdraft Litigation, MDL 2036* (S.D. Fla.) (Multiple bank settlements  
5 between 2010-2016 involving direct mail and email to millions of class members and publication  
6 in relevant local newspapers. Representative banks include, Fifth Third Bank, National City  
7 Bank, Bank of Oklahoma, Webster Bank, Harris Bank, M & I Bank, Community Bank, PNC  
8 Bank, Compass Bank, Commerce Bank, Citizens Bank, Great Western Bank, TD Bank, Bancorp,  
9 Whitney Bank, Associated Bank, and Susquehanna Bank); *In re Residential Schools Class Action*  
10 *Litigation, (Canada)* (Five phase notice program for the landmark settlement between the  
11 Canadian government and Aboriginal former students. Phase V of the notice program was  
12 implemented during 2014); and *In re Department of Veterans Affairs (VA) Data Theft Litigation,*  
13 *MDL 1796 (D.D.C.)* (Notices appeared across the country in newspapers, consumer magazines,  
14 and specialty publications with a total circulation exceeding 76 million).

15 6. Numerous other court opinions and comments as to our testimony, and opinions  
16 on the adequacy of our notice efforts, are included in Hilsoft's curriculum vitae included as  
17 Attachment 1.

18 7. In forming my expert opinions, I and my staff draw from our in-depth class action  
19 case experience, as well as our educational and related work experiences. I am an active member  
20 of the Oregon State Bar, receiving my Bachelor of Science from Willamette University and my  
21 Juris Doctor from Northwestern School of Law at Lewis and Clark College. I have served as the  
22 Director of Legal Notice for Hilsoft since 2008 and have overseen the detailed planning of  
23 virtually all of our court-approved notice programs since that time. Prior to assuming my current  
24 role with Hilsoft, I served in a similar role as Director of Epiq Legal Noticing (previously called  
25 Huntington Legal Advertising). Overall, I have over 16 years of experience in the design and  
26 implementation of legal notification and claims administration programs having been personally  
27 involved in well over one hundred successful notice programs.





1 in those settlements. This data will be used to provide individual mailed notice to virtually all  
2 Class Members.

3 14. The mailed notice will consist of two 2-image Postcard Notices (one for 2.0-liter  
4 Class Members and the other for 3.0-liter Class Members) that clearly and concisely summarize  
5 the Bosch Settlement. Each will direct the recipients to a website dedicated specifically to the  
6 Bosch Settlement where they can access additional information, including details on the 2.0-liter  
7 and 3.0-liter settlements.

8 15. Prior to mailing, all mailing addresses provided will be checked against the  
9 National Change of Address (“NCOA”) database maintained by the United States Postal Service  
10 (“USPS”).<sup>2</sup> Any addresses that are returned by the NCOA database as invalid will be updated  
11 through a third-party address search service. In addition, the addresses will be certified via the  
12 Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and verified  
13 through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address  
14 updating process is standard for the industry and for the majority of promotional mailings that  
15 occur today.

16 16. Postcard Notices returned as undeliverable will be re-mailed to any new address  
17 available through postal service information, for example, to the address provided by the postal  
18 service on returned pieces for which the automatic forwarding order has expired, but which is still  
19 during the period in which the postal service returns the piece with the address indicated, or to  
20 better addresses that may be found using a third-party lookup service (“ALLFIND”, maintained  
21 by LexisNexis). Upon successfully locating better addresses, Notices will be promptly re-mailed.

22 17. Additionally, a Long Form Notice will be mailed to all persons who request one  
23 via the toll-free phone number or by mail. The Long Form Notice will also be available for  
24 download or printing at the website. Copies of the proposed Postcard Notices and Long Form  
25 Notice attached as Exhibit 1 to the Bosch Settlement Agreement, filed concurrently herewith.

26 \_\_\_\_\_  
27 <sup>2</sup> The NCOA database contains records of all permanent change of address submissions received  
28 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.

*Individual Notice — Email*

1  
2 18. Notice will also include an Email Notice sent to all potential Bosch Class  
3 Members for whom a facially valid email address is available. The Email Notice will consist of  
4 the Long Form Notice slightly modified as appropriate to be sent as an email.

5 19. The Email Notices will be created using an embedded html text format. This  
6 format will provide text that is easy to read without graphics, tables, images and other elements  
7 that would increase the likelihood that the message could be blocked by Internet Service  
8 Providers (ISPs) and/or SPAM filters. The emails will be sent using a server known to the major  
9 emails providers as one not used to send bulk “SPAM” or “junk” email blasts. Also, the emails  
10 will be sent in small groups so as to not be erroneously flagged as a bulk junk email blast. Each  
11 Summary Email Notice will be transmitted with a unique message identifier. If the receiving e-  
12 mail server cannot deliver the message, a “bounce code” should be returned along with the unique  
13 message identifier. For any Summary Email Notice for which a bounce code is received  
14 indicating that the message is undeliverable, at least two additional attempts will be made to  
15 deliver the Notice by email. The Email Notice will direct recipients to the Bosch Settlement  
16 website.

*Paid Media*

17  
18 20. Due to the comprehensive individual notice effort described above, the extensive  
19 media notice done in 2016 for the 2.0-liter settlement, and the concurrent media plan  
20 contemplated for the contemporaneous 3.0-liter settlement, only moderate supplemental paid  
21 media will be provided for the Bosch Settlement.

22 21. The Notice Plan will include digital banner advertisements targeted specifically to  
23 Bosch Class Members. The Banner Notice will provide the Class with additional opportunities to  
24 be apprised of the Bosch Settlement and their rights under it. Anyone who sees the Banner  
25 Notice can click on it and instantly be routed to the Bosch Settlement website for detailed  
26 information about the Bosch Settlement. Prominent links will be featured to the 2.0-liter and 3.0-  
27 liter settlements which Bosch Class Members may be able to still participate in as well.  
28



1 and answers to frequently asked questions. Class Members who need to file a claim in order to  
2 participate in the Bosch Settlement will be able to do so online at the website, or if they choose,  
3 they will be able to download and print a physical claim form for filing via mail. Bosch Class  
4 Members will also be directed to the [www.VWCourtSettlement.com](http://www.VWCourtSettlement.com) if they need information  
5 about filing a claim under either of the 2.0-liter or 3.0-liter Settlements.

6 28. The Bosch Settlement website address will be displayed prominently on all notice  
7 documents. The Banner Notices will link directly to the case website.

8 29. A separate toll-free phone number will be used for the Bosch Settlement, allowing  
9 Class Members to call for additional information and/or request that a Long Form Notice and/or a  
10 Claim Form be mailed to them. Live operators will be available as needed.

11 30. A post office box will also be used for the Bosch Settlement, allowing Class  
12 Members to contact the claims administrator by mail with any specific requests or questions.

13 **PLAIN LANGUAGE NOTICE DESIGN**

14 31. The proposed Notices are designed to be “noticed,” reviewed, and—by presenting  
15 the information in plain language—to be understood by Class Members. The Notices contain  
16 substantial, albeit easy-to-read, summaries of all of the key information about Class Members’  
17 rights and options to encourage readership and comprehension.

18 32. The mailed Postcard Notices feature a prominent headline and clearly identify  
19 themselves as a notice from the District Court. They use color and formatting similar to that used  
20 in the 2.0-liter and 3.0-liter settlements. These design elements alert recipients and readers that  
21 the Notice is an important document authorized by a court and that the content may affect them,  
22 thereby supplying reasons to read the Notice.

23 33. The Long Form Notice provides substantial information to Settlement Class  
24 members. It begins with a summary section, which provides a concise overview of important  
25 information and explains in simpler terminology how the Bosch Settlement relates to the 2.0-liter  
26 and 3.0-liter settlements. A table of contents, categorized into logical sections, helps to organize  
27 the information, while a question and answer format makes it easy to find answers to common  
28 questions by breaking the information into simple headings.


1 34. The Postcard Notices and the Long Form Notice will be available in English and  
2 Spanish at the website.

3 **CONCLUSION**

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

11 36. The Notice Program described above will provide the best notice practicable under  
12 the circumstances of this case, conformed to all aspects of Federal Rule of Civil Procedure 23,  
13 and comported with the guidance for effective notice articulated in the Manual for Complex  
14 Litigation 4th.

15 I declare under penalty of perjury that the foregoing is true and correct. Executed on  
16 January 31st, 2017.

17  
18   
Cameron R. Azari, Esq.

# 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. For more than 21 years, Hilsoft Notifications' notice plans have been approved and upheld by courts. Hilsoft Notifications has been retained by defendants and/or plaintiffs on more than 300 cases, including more than 30 MDL cases, with notices appearing in more than 53 languages and in almost every country, territory and dependency in the world. Case examples include:

- 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. PNC, Citizens, TD Bank, Fifth Third, Harris Bank M&I, Comerica Bank, Susquehanna Bank, Capital One, M&T Bank and Synovus are among the nearly 20 banks that have retained Hilsoft. ***In re Checking Account Overdraft Litigation***, MDL No. 2036 (S.D. Fla.).
- Possibly 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.)



- 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.).
- 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.).
- 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.).
- Largest 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.).
- Most comprehensive notice ever 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.).
- Most complex worldwide notice program in history. Designed and implemented all U.S. and international media notice with 500+ publications in 40 countries and 27 languages for \$1.25 billion settlement. ***In re Holocaust Victims Assets, “Swiss Banks”***, No. CV-96-4849 (E.D.N.Y.).
- Largest U.S. claim program to date. Designed and implemented a notice campaign for the \$10 billion program. ***Tobacco Farmer Transition Program***, (U.S. Dept. of Ag.).
- Multi-national claims bar date notice to asbestos personal injury claimants. Opposing notice expert’s reach methodology challenge rejected by court. ***In re Babcock & Wilcox Co***, No. 00-10992 (E.D. La.).

## LEGAL NOTICING EXPERTS

### **Cameron Azari, Esq., Director of Legal Notice**

Cameron Azari, Esq. has more than 16 years of experience in the design and implementation of legal notification 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 Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (MasterCard & Visa)*, *In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico*, *Heartland Payment Systems*, *In re: Checking Account Overdraft Litigation*, *Lowe’s Home Centers*, *Department of Veterans Affairs (VA)*, 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](mailto:caza@legalnotice.com).

### **Lauran Schultz, Executive Director**

Lauran Schultz consults extensively with clients on notice adequacy and innovative legal notice programs. 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 for the past seven years. 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 Systems in 2005, Lauran was a Senior Vice President of Marketing at National City Bank in Cleveland, Ohio. Lauran’s education includes advanced study in political science at the University of Wisconsin-Madison along with a Ford Foundation fellowship from the Social Science Research Council and American Council of Learned Societies. Lauran can be reached at [lschultz@hilsoft.com](mailto:lschultz@hilsoft.com).

## ARTICLES AND PRESENTATIONS

- **Cameron Azari** Speaker, “2016 Cybersecurity & Privacy Summit. Moving From ‘Issue Spotting’ To Implementing A Mature Risk Management Model.” King & Spalding, Atlanta, GA, April 25, 2016.
- **Cameron Azari** Speaker, “Live Cyber Incident Simulation Exercise.” Advisen’s Cyber Risk Insights Conference, London, UK, February 10, 2015.
- **Cameron Azari** Speaker, “Pitfalls of Class Action Notice and Claims Administration.” PLI’s Class Action Litigation 2014 Conference, New York, NY, July 9, 2014.
- **Cameron Azari** Co-Author, “What You Need to Know About Frequency Capping In Online Class Action Notice Programs.” *Class Action Litigation Report*, June 2014.
- **Cameron Azari** Speaker, “Class Settlement Update – Legal Notice and Court Expectations.” PLI’s 19th Annual Consumer Financial Services Institute Conference, New York, NY, April 7-8, 2014 and Chicago, IL, April 28-29, 2014.
- **Cameron Azari** Speaker, “Legal Notice in Consumer Finance Settlements - Recent Developments.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, January 29-30, 2014.
- **Cameron Azari** Speaker, “Legal Notice in Building Products Cases.” HarrisMartin’s Construction Product Litigation Conference, Miami, FL, October 25, 2013.
- **Cameron Azari** Co-Author, “Class Action Legal Noticing: Plain Language Revisited.” *Law360*, April 2013.
- **Cameron Azari** Speaker, “Legal Notice in Consumer Finance Settlements Getting your Settlement Approved.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, January 31-February 1, 2013.
- **Cameron Azari** Speaker, “Perspectives from Class Action Claims Administrators: Email Notices and Response Rates.” CLE International’s 8<sup>th</sup> Annual Class Actions Conference, Los Angeles, CA, May 17-18, 2012.
- **Cameron Azari** Speaker, “Class Action Litigation Trends: A Look into New Cases, Theories of Liability & Updates on the Cases to Watch.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, January 26-27, 2012.
- **Lauran Schultz** Speaker, “Legal Notice Best Practices: Building a Workable Settlement Structure.” CLE International’s 7<sup>th</sup> Annual Class Action Conference, San Francisco, CA, May 2011.
- **Cameron Azari** Speaker, “Data Breaches Involving Consumer Financial Information: Litigation Exposures and Settlement Considerations.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, January 2011.
- **Cameron Azari** Speaker, “Notice in Consumer Class Actions: Adequacy, Efficiency and Best Practices.” CLE International’s 5<sup>th</sup> Annual Class Action Conference: Prosecuting and Defending Complex Litigation, San Francisco, CA, 2009.
- **Lauran Schultz** Speaker, “Efficiency and Adequacy Considerations in Class Action Media Notice Programs.” Chicago Bar Association, Chicago, IL, 2009.
- **Cameron Azari** Author, “Clearing the Five Hurdles of Email - Delivery of Class Action Legal Notices.” *Thomson Reuters Class Action Litigation Reporter*, June 2008.
- **Cameron Azari** Speaker, “Planning for a Smooth Settlement.” ACI: Class Action Defense – Complex Settlement Administration for the Class Action Litigator, Phoenix, AZ, 2007.

- **Cameron Azari** Speaker, "Noticing and Response Rates in Class Action Settlements" – Class Action Bar Gathering, Vancouver, British Columbia, 2007.
- **Cameron Azari** Speaker, "Structuring a Litigation Settlement." CLE International's 3rd Annual Conference on Class Actions, Los Angeles, CA, 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 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 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 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 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 (27<sup>th</sup> Jud. D. Ct. La.):

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

**Judge James Lawrence King, 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, 4<sup>th</sup>.

**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) 1:10-CV-00232 (D.D.C.)

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 30<sup>th</sup> day of March 2011 were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination, to apprise interested parties and members of the Settlement Class of the pendency of the action, the certification of the Settlement Class, the Settlement Agreement and its contents, Settlement Class members' right to be represented by private counsel, at their own cost, and Settlement Class members' right to appear in Court to have their objections heard, and to afford Settlement Class members an opportunity to exclude themselves from the Settlement Class. Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedures, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.

**Judge Stefan R. Underhill, *Mathena v. Webster Bank, N.A.*,** (March 24, 2011) No. 3:10-cv-1448 (D. Conn.):

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.):

*Okay. Let me sign this one. 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. Congratulations, gentlemen.*

**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 amended 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 Preliminary 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 (14<sup>th</sup> 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 (14<sup>th</sup> 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 L. 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:

<b><i>Andrews v. MCI (900 Number Litigation)</i></b>	S.D. Ga., CV 191-175
<b><i>Harper v. MCI (900 Number Litigation)</i></b>	S.D. Ga., CV 192-134
<b><i>In re Bausch &amp; Lomb Contact Lens Litigation</i></b>	N.D. Ala., 94-C-1144-WW
<b><i>In re Ford Motor Co. Vehicle Paint Litigation</i></b>	E.D. La., MDL No. 1063
<b><i>Castano v. Am. Tobacco</i></b>	E.D. La., CV 94-1044
<b><i>Cox v. Shell Oil (Polybutylene Pipe Litigation)</i></b>	Tenn. Ch., 18,844



<b><i>In re Amino Acid Lysine Antitrust Litigation</i></b>	N.D. Ill., MDL No. 1083
<b><i>In re Dow Corning Corp. (Breast Implant Bankruptcy)</i></b>	E.D. Mich., 95-20512-11-AJS
<b><i>Kunhel v. CNA Ins. Companies</i></b>	N.J. Super. Ct., ATL-C-0184-94
<b><i>In re Factor Concentrate Blood Prods. Litigation (Hemophiliac HIV)</i></b>	N.D. Ill., MDL No. 986
<b><i>In re Ford Ignition Switch Prods. Liability Litigation</i></b>	D. N.J., 96-CV-3125
<b><i>Jordan v. A.A. Friedman (Non-Filing Ins. Litigation)</i></b>	M.D. Ga., 95-52-COL
<b><i>Kalhammer v. First USA (Credit Card Litigation)</i></b>	Cal. Cir. Ct., C96-45632010-CAL
<b><i>Navarro-Rice v. First USA (Credit Card Litigation)</i></b>	Or. Cir. Ct., 9709-06901
<b><i>Spitzfaden v. Dow Corning (Breast Implant Litigation)</i></b>	La. D. Ct., 92-2589
<b><i>Robinson v. Marine Midland (Finance Charge Litigation)</i></b>	N.D. Ill., 95 C 5635
<b><i>McCurdy v. Norwest Fin. Alabama</i></b>	Ala. Cir. Ct., CV-95-2601
<b><i>Johnson v. Norwest Fin. Alabama</i></b>	Ala. Cir. Ct., CV-93-PT-962-S
<b><i>In re Residential Doors Antitrust Litigation</i></b>	E.D. Pa., MDL No. 1039
<b><i>Barnes v. Am. Tobacco Co. Inc.</i></b>	E.D. Pa., 96-5903
<b><i>Small v. Lorillard Tobacco Co. Inc.</i></b>	N.Y. Super. Ct., 110949/96
<b><i>Naef v. Masonite Corp (Hardboard Siding Litigation)</i></b>	Ala. Cir. Ct., CV-94-4033
<b><i>In re Synthroid Mktg. Litigation</i></b>	N.D. Ill., MDL No. 1182
<b><i>Raysick v. Quaker State Slick 50 Inc.</i></b>	D. Tex., 96-12610
<b><i>Castillo v. Mike Tyson (Tyson v. Holyfield Bout)</i></b>	N.Y. Super. Ct., 114044/97
<b><i>Avery v. State Farm Auto. Ins. (Non-OEM Auto Parts Litigation)</i></b>	Ill. Cir. Ct., 97-L-114
<b><i>Walls v. The Am. Tobacco Co. Inc.</i></b>	N.D. Okla., 97-CV-218-H
<b><i>Tempest v. Rainforest Café (Securities Litigation)</i></b>	D. Minn., 98-CV-608
<b><i>Stewart v. Avon Prods. (Securities Litigation)</i></b>	E.D. Pa., 98-CV-4135
<b><i>Goldenberg v. Marriott PLC Corp (Securities Litigation)</i></b>	D. Md., PJM 95-3461
<b><i>Delay v. Hurd Millwork (Building Products Litigation)</i></b>	Wash. Super. Ct., 97-2-07371-0
<b><i>Gutterman v. Am. Airlines (Frequent Flyer Litigation)</i></b>	Ill. Cir. Ct., 95CH982
<b><i>Hoeffner v. The Estate of Alan Kenneth Vieira (Un-scattered Cremated Remains Litigation)</i></b>	Cal. Super. Ct., 97-AS 02993
<b><i>In re Graphite Electrodes Antitrust Litigation</i></b>	E.D. Pa., MDL No. 1244

<b><i>In re Silicone Gel Breast Implant Prods. Liability Litigation, Altrichter v. INAMED</i></b>	N.D. Ala., MDL No. 926
<b><i>St. John v. Am. Home Prods. Corp. (Fen/Phen Litigation)</i></b>	Wash. Super. Ct., 97-2-06368
<b><i>Crane v. Hackett Assocs. (Securities Litigation)</i></b>	E.D. Pa., 98-5504
<b><i>In re Holocaust Victims Assets Litigation (Swiss Banks Litigation)</i></b>	E.D.N.Y., CV-96-4849
<b><i>McCall v. John Hancock (Settlement Death Benefits)</i></b>	N.M. Cir. Ct., CV-2000-2818
<b><i>Williams v. Weyerhaeuser Co. (Hardboard Siding Litigation)</i></b>	Cal. Super. Ct., CV-995787
<b><i>Kapustin v. YBM Magnex Int'l Inc. (Securities Litigation)</i></b>	E.D. Pa., 98-CV-6599
<b><i>Leff v. YBM Magnex Int'l Inc. (Securities Litigation)</i></b>	E.D. Pa., 95-CV-89
<b><i>In re PRK/LASIK Consumer Litigation</i></b>	Cal. Super. Ct., CV-772894
<b><i>Hill v. Galaxy Cablevision</i></b>	N.D. Miss., 1:98CV51-D-D
<b><i>Scott v. Am. Tobacco Co. Inc.</i></b>	La. D. Ct., 96-8461
<b><i>Jacobs v. Winthrop Financial Associates (Securities Litigation)</i></b>	D. Mass., 99-CV-11363
<b><i>Int'l Comm'n on Holocaust Era Ins. Claims – Worldwide Outreach Program</i></b>	Former Secretary of State Lawrence Eagleburger Commission
<b><i>Bownes v. First USA Bank (Credit Card Litigation)</i></b>	Ala. Cir. Ct., CV-99-2479-PR
<b><i>Whetman v. IKON (ERISA Litigation)</i></b>	E.D. Pa., 00-87
<b><i>Mangone v. First USA Bank (Credit Card Litigation)</i></b>	Ill. Cir. Ct., 99AR672a
<b><i>In re Babcock and Wilcox Co. (Asbestos Related Bankruptcy)</i></b>	E.D. La., 00-10992
<b><i>Barbanti v. W.R. Grace and Co. (Zonolite / Asbestos Litigation)</i></b>	Wash. Super. Ct., 00201756-6
<b><i>Brown v. Am. Tobacco</i></b>	Cal. Super. Ct., J.C.C.P. 4042, 711400
<b><i>Wilson v. Servier Canada Inc. (Canadian Fen/Phen Litigation)</i></b>	Ont. Super. Ct., 98-CV-158832
<b><i>In re Texaco Inc. (Bankruptcy)</i></b>	S.D.N.Y. 87 B 20142, 87 B 20143, 87 B 20144
<b><i>Olinde v. Texaco (Bankruptcy, Oil Lease Litigation)</i></b>	M.D. La., 96-390
<b><i>Gustafson v. Bridgestone/Firestone, Inc. (Recall Related Litigation)</i></b>	S.D. Ill., 00-612-DRH
<b><i>In re Bridgestone/Firestone Tires Prods. Liability Litigation</i></b>	S.D. Ind., MDL No. 1373
<b><i>Gaynoe v. First Union Corp. (Credit Card Litigation)</i></b>	N.C. Super. Ct., 97-CVS-16536
<b><i>Carson v. Daimler Chrysler Corp. (Fuel O-Rings Litigation)</i></b>	W.D. Tenn., 99-2896 TU A

<b><i>Providian Credit Card Cases</i></b>	Cal. Super. Ct., J.C.C.P. 4085
<b><i>Fields v. Great Spring Waters of Am., Inc. (Bottled Water Litigation)</i></b>	Cal. Super. Ct., 302774
<b><i>Sanders v. Great Spring Waters of Am., Inc. (Bottled Water Litigation)</i></b>	Cal. Super. Ct., 303549
<b><i>Sims v. Allstate Ins. Co. (Diminished Auto Value Litigation)</i></b>	Ill. Cir. Ct., 99-L-393A
<b><i>Peterson v. State Farm Mutual Auto. Ins. Co. (Diminished Auto Value Litigation)</i></b>	Ill. Cir. Ct., 99-L-394A
<b><i>Microsoft I-V Cases (Antitrust Litigation Mirroring Justice Dept.)</i></b>	Cal. Super. Ct., J.C.C.P. 4106
<b><i>Westman v. Rogers Family Funeral Home, Inc. (Remains Handling Litigation)</i></b>	Cal. Super. Ct., C-98-03165
<b><i>Rogers v. Clark Equipment Co.</i></b>	Ill. Cir. Ct., 97-L-20
<b><i>Garrett v. Hurley State Bank (Credit Card Litigation)</i></b>	Miss. Cir. Ct., 99-0337
<b><i>Ragoonanan v. Imperial Tobacco Ltd. (Firesafe Cigarette Litigation)</i></b>	Ont. Super. Ct., 00-CV-183165 CP
<b><i>Dietschi v. Am. Home Prods. Corp. (PPA Litigation)</i></b>	W.D. Wash., C01-0306L
<b><i>Dimitrios v. CVS, Inc. (PA Act 6 Litigation)</i></b>	Pa. C.P., 99-6209
<b><i>Jones v. Hewlett-Packard Co. (Inkjet Cartridge Litigation)</i></b>	Cal. Super. Ct., 302887
<b><i>In re Tobacco Cases II (California Tobacco Litigation)</i></b>	Cal. Super. Ct., J.C.C.P. 4042
<b><i>Scott v. Blockbuster, Inc. (Extended Viewing Fees Litigation)</i></b>	136 <sup>th</sup> Tex. Jud. Dist., D 162-535
<b><i>Anesthesia Care Assocs. v. Blue Cross of Cal.</i></b>	Cal. Super. Ct., 986677
<b><i>Ting v. AT&amp;T (Mandatory Arbitration Litigation)</i></b>	N.D. Cal., C-01-2969-BZ
<b><i>In re W.R. Grace &amp; Co. (Asbestos Related Bankruptcy)</i></b>	Bankr. D. Del., 01-01139-JJF
<b><i>Talalai v. Cooper Tire &amp; Rubber Co. (Tire Layer Adhesion Litigation)</i></b>	N.J. Super. Ct., MID-L-8839-00 MT
<b><i>Kent v. Daimler Chrysler Corp. (Jeep Grand Cherokee Park-to-Reverse Litigation)</i></b>	N.D. Cal., C01-3293-JCS
<b><i>Int'l Org. of Migration – German Forced Labour Compensation Programme</i></b>	Geneva, Switzerland
<b><i>Madsen v. Prudential Federal Savings &amp; Loan (Homeowner's Loan Account Litigation)</i></b>	3 <sup>rd</sup> Jud. Dist. Ct. Utah, C79-8404
<b><i>Bryant v. Wyndham Int'l., Inc. (Energy Surcharge Litigation)</i></b>	Cal. Super. Ct., GIC 765441, GIC 777547
<b><i>In re USG Corp. (Asbestos Related Bankruptcy)</i></b>	Bankr. D. Del., 01-02094-RJN
<b><i>Thompson v. Metropolitan Life Ins. Co. (Race Related Sales Practices Litigation)</i></b>	S.D.N.Y., 00-CIV-5071 HB
<b><i>Ervin v. Movie Gallery Inc. (Extended Viewing Fees)</i></b>	Tenn. Ch., CV-13007

<b><i>Peters v. First Union Direct Bank (Credit Card Litigation)</i></b>	M.D. Fla., 8:01-CV-958-T-26 TBM
<b><i>National Socialist Era Compensation Fund</i></b>	Republic of Austria
<b><i>In re Baycol Litigation</i></b>	D. Minn., MDL No. 1431
<b><i>Claims Conference–Jewish Slave Labour Outreach Program</i></b>	German Government Initiative
<b><i>Wells v. Chevy Chase Bank (Credit Card Litigation)</i></b>	Md. Cir. Ct., C-99-000202
<b><i>Walker v. Rite Aid of PA, Inc. (PA Act 6 Litigation)</i></b>	C.P. Pa., 99-6210
<b><i>Myers v. Rite Aid of PA, Inc. (PA Act 6 Litigation)</i></b>	C.P. Pa., 01-2771
<b><i>In re PA Diet Drugs Litigation</i></b>	C.P. Pa., 9709-3162
<b><i>Harp v. Qwest Communications (Mandatory Arbitration Lit.)</i></b>	Or. Circ. Ct., 0110-10986
<b><i>Tuck v. Whirlpool Corp. &amp; Sears, Roebuck &amp; Co. (Microwave Recall Litigation)</i></b>	Ind. Cir. Ct., 49C01-0111-CP-002701
<b><i>Allison v. AT&amp;T Corp. (Mandatory Arbitration Litigation)</i></b>	1 <sup>st</sup> Jud. D.C. N.M., D-0101-CV-20020041
<b><i>Kline v. The Progressive Corp.</i></b>	Ill. Cir. Ct., 01-L-6
<b><i>Baker v. Jewel Food Stores, Inc. &amp; Dominick's Finer Foods, Inc. (Milk Price Fixing)</i></b>	Ill. Cir. Ct., 00-L-9664
<b><i>In re Columbia/HCA Healthcare Corp. (Billing Practices Litigation)</i></b>	M.D. Tenn., MDL No. 1227
<b><i>Foultz v. Erie Ins. Exchange (Auto Parts Litigation)</i></b>	C.P. Pa., 000203053
<b><i>Soders v. General Motors Corp. (Marketing Initiative Litigation)</i></b>	C.P. Pa., CI-00-04255
<b><i>Nature Guard Cement Roofing Shingles Cases</i></b>	Cal. Super. Ct., J.C.C.P. 4215
<b><i>Curtis v. Hollywood Entm't Corp. (Additional Rental Charges)</i></b>	Wash. Super. Ct., 01-2-36007-8 SEA
<b><i>Defrates v. Hollywood Entm't Corp.</i></b>	Ill. Cir. Ct., 02L707
<b><i>Pease v. Jasper Wyman &amp; Son, Merrill Blueberry Farms Inc., Allen's Blueberry Freezer Inc. &amp; Cherryfield Foods Inc.</i></b>	Me. Super. Ct., CV-00-015
<b><i>West v. G&amp;H Seed Co. (Crawfish Farmers Litigation)</i></b>	27 <sup>th</sup> Jud. D. Ct. La., 99-C-4984-A
<b><i>Linn v. Roto-Rooter Inc. (Miscellaneous Supplies Charge)</i></b>	C.P. Ohio, CV-467403
<b><i>McManus v. Fleetwood Enter., Inc. (RV Brake Litigation)</i></b>	D. Ct. Tex., SA-99-CA-464-FB
<b><i>Baiz v. Mountain View Cemetery (Burial Practices)</i></b>	Cal. Super. Ct., 809869-2
<b><i>Stetser v. TAP Pharm. Prods, Inc. &amp; Abbott Laboratories (Lupron Price Litigation)</i></b>	N.C. Super. Ct., 01-CVS-5268
<b><i>Richison v. Am. Cemwood Corp. (Roofing Durability Settlement)</i></b>	Cal. Super. Ct., 005532
<b><i>Cotten v. Ferman Mgmt. Servs. Corp.</i></b>	13 <sup>th</sup> Jud. Cir. Fla., 02-08115

<b><i>In re Pittsburgh Corning Corp. (Asbestos Related Bankruptcy)</i></b>	Bankr. W.D. Pa., 00-22876-JKF
<b><i>Mostajo v. Coast Nat'l Ins. Co.</i></b>	Cal. Super. Ct., 00 CC 15165
<b><i>Friedman v. Microsoft Corp. (Antitrust Litigation)</i></b>	Ariz. Super. Ct., CV 2000-000722
<b><i>Multinational Outreach - East Germany Property Claims</i></b>	Claims Conference
<b><i>Davis v. Am. Home Prods. Corp. (Norplant Contraceptive Litigation)</i></b>	D. La., 94-11684
<b><i>Walker v. Tap Pharmaceutical Prods., Inc. (Lupron Price Litigation)</i></b>	N.J. Super. Ct., CV CPM-L-682-01
<b><i>Munsey v. Cox Communications (Late Fee Litigation)</i></b>	Civ. D. La., Sec. 9, 97 19571
<b><i>Gordon v. Microsoft Corp. (Antitrust Litigation)</i></b>	4 <sup>th</sup> Jud. D. Ct. Minn., 00-5994
<b><i>Clark v. Tap Pharmaceutical Prods., Inc.</i></b>	5 <sup>th</sup> Dist. App. Ct. Ill., 5-02-0316
<b><i>Fisher v. Virginia Electric &amp; Power Co.</i></b>	E.D. Va., 3:02-CV-431
<b><i>Mantzouris v. Scarritt Motor Group, Inc.</i></b>	M.D. Fla., 8:03-CV-0015-T-30-MSS
<b><i>Johnson v. Ethicon, Inc. (Product Liability Litigation)</i></b>	W. Va. Cir. Ct., 01-C-1530, 1531, 1533, 01-C-2491 to 2500
<b><i>Schlink v. Edina Realty Title</i></b>	4 <sup>th</sup> Jud. D. Ct. Minn., 02-018380
<b><i>Tawney v. Columbia Natural Res. (Oil &amp; Gas Lease Litigation)</i></b>	W. Va. Cir. Ct., 03-C-10E
<b><i>White v. Washington Mutual, Inc. (Pre-Payment Penalty Litigation)</i></b>	4 <sup>th</sup> Jud. D. Ct. Minn., CT 03-1282
<b><i>Acacia Media Techs. Corp. v. Cybernet Ventures Inc., (Patent Infringement Litigation)</i></b>	C.D. Cal., SACV03-1803 GLT (Anx)
<b><i>Bardessono v. Ford Motor Co. (15 Passenger Vans)</i></b>	Wash. Super. Ct., 32494
<b><i>Gardner v. Stimson Lumber Co. (Forestex Siding Litigation)</i></b>	Wash. Super. Ct., 00-2-17633-3SEA
<b><i>Poor v. Sprint Corp. (Fiber Optic Cable Litigation)</i></b>	Ill. Cir. Ct., 99-L-421
<b><i>Thibodeau v. Comcast Corp.</i></b>	E.D. Pa., 04-CV-1777
<b><i>Cazenave v. Sheriff Charles C. Foti (Strip Search Litigation)</i></b>	E.D. La., 00-CV-1246
<b><i>National Assoc. of Police Orgs., Inc. v. Second Chance Body Armor, Inc. (Bullet Proof Vest Litigation)</i></b>	Mich. Cir. Ct., 04-8018-NP
<b><i>Nichols v. SmithKline Beecham Corp. (Paxil)</i></b>	E.D. Pa., 00-6222
<b><i>Yacout v. Federal Pacific Electric Co. (Circuit Breaker)</i></b>	N.J. Super. Ct., MID-L-2904-97
<b><i>Lewis v. Bayer AG (Baycol)</i></b>	1 <sup>st</sup> Jud. Dist. Ct. Pa., 002353
<b><i>In re Educ. Testing Serv. PLT 7-12 Test Scoring Litigation</i></b>	E.D. La., MDL No. 1643
<b><i>Stefanyshyn v. Consol. Indus. Corp. (Heat Exchanger)</i></b>	Ind. Super. Ct., 79 D 01-9712-CT-59

<b><i>Barnett v. Wal-Mart Stores, Inc.</i></b>	Wash. Super. Ct., 01-2-24553-8 SEA
<b><i>In re Serzone Prods. Liability Litigation</i></b>	S.D. W. Va., MDL No. 1477
<b><i>Ford Explorer Cases</i></b>	Cal. Super. Ct., J.C.C.P. 4226 & 4270
<b><i>In re Solutia Inc. (Bankruptcy)</i></b>	S.D.N.Y., 03-17949-PCB
<b><i>In re Lupron Marketing &amp; Sales Practices Litigation</i></b>	D. Mass., MDL No. 1430
<b><i>Morris v. Liberty Mutual Fire Ins. Co.</i></b>	D. Okla., CJ-03-714
<b><i>Bowling, et al. v. Pfizer Inc. (Bjork-Shiley Convexo-Concave Heart Valve)</i></b>	S.D. Ohio, C-1-91-256
<b><i>Thibodeaux v. Conoco Philips Co.</i></b>	D. La., 2003-481
<b><i>Morrow v. Conoco Inc.</i></b>	D. La., 2002-3860
<b><i>Tobacco Farmer Transition Program</i></b>	U.S. Dept. of Agric.
<b><i>Perry v. Mastercard Int'l Inc.</i></b>	Ariz. Super. Ct., CV2003-007154
<b><i>Brown v. Credit Suisse First Boston Corp.</i></b>	C.D. La., 02-13738
<b><i>In re Unum Provident Corp.</i></b>	D. Tenn., 1:03-CV-1000
<b><i>In re Ephedra Prods. Liability Litigation</i></b>	D.N.Y., MDL No. 1598
<b><i>Chesnut v. Progressive Casualty Ins. Co.</i></b>	Ohio C.P., 460971
<b><i>Froeber v. Liberty Mutual Fire Ins. Co.</i></b>	Or. Cir. Ct., 00C15234
<b><i>Luikart v. Wyeth Am. Home Prods. (Hormone Replacement)</i></b>	W. Va. Cir. Ct., 04-C-127
<b><i>Salkin v. MasterCard Int'l Inc. (Pennsylvania)</i></b>	Pa. C.P., 2648
<b><i>Rolnik v. AT&amp;T Wireless Servs., Inc.</i></b>	N.J. Super. Ct., L-180-04
<b><i>Singleton v. Hornell Brewing Co. Inc. (Arizona Ice Tea)</i></b>	Cal. Super. Ct., BC 288 754
<b><i>Becherer v. Qwest Commc'ns Int'l, Inc.</i></b>	Ill. Cir. Ct., 02-L140
<b><i>Clearview Imaging v. Progressive Consumers Ins. Co.</i></b>	Fla. Cir. Ct., 03-4174
<b><i>Mehl v. Canadian Pacific Railway, Ltd</i></b>	D.N.D., A4-02-009
<b><i>Murray v. IndyMac Bank. F.S.B</i></b>	N.D. Ill., 04 C 7669
<b><i>Gray v. New Hampshire Indemnity Co., Inc.</i></b>	Ark. Cir. Ct., CV-2002-952-2-3
<b><i>George v. Ford Motor Co.</i></b>	M.D. Tenn., 3:04-0783
<b><i>Allen v. Monsanto Co.</i></b>	W. Va. Cir. Ct., 041465
<b><i>Carter v. Monsanto Co.</i></b>	W. Va. Cir. Ct., 00-C-300

<b><i>Carnegie v. Household Int'l, Inc.</i></b>	N. D. Ill., 98-C-2178
<b><i>Daniel v. AON Corp.</i></b>	Ill. Cir. Ct., 99 CH 11893
<b><i>In re Royal Ahold Securities and "ERISA" Litigation</i></b>	D. Md., MDL No. 1539
<b><i>In re Pharmaceutical Industry Average Wholesale Price Litigation</i></b>	D. Mass., MDL No. 1456
<b><i>Meckstroth v. Toyota Motor Sales, U.S.A., Inc.</i></b>	24 <sup>th</sup> Jud. D. Ct. La., 583-318
<b><i>Walton v. Ford Motor Co.</i></b>	Cal. Super. Ct., SCVSS 126737
<b><i>Hill v. State Farm Mutual Auto Ins. Co.</i></b>	Cal. Super. Ct., BC 194491
<b><i>First State Orthopaedics et al. v. Concentra, Inc., et al.</i></b>	E.D. Pa. 2:05-CV-04951-AB
<b><i>Sauro v. Murphy Oil USA, Inc.</i></b>	E.D. La., 05-4427
<b><i>In re High Sulfur Content Gasoline Prods. Liability Litigation</i></b>	E.D. La., MDL No. 1632
<b><i>Homeless Shelter Compensation Program</i></b>	City of New York
<b><i>Rosenberg v. Academy Collection Service, Inc.</i></b>	E.D. Pa., 04-CV-5585
<b><i>Chapman v. Butler &amp; Hosch, P.A.</i></b>	2 <sup>nd</sup> Jud. Cir. Fla., 2000-2879
<b><i>In re Vivendi Universal, S.A. Securities Litigation</i></b>	S.D.N.Y., 02-CIV-5571 RJH
<b><i>Desportes v. American General Assurance Co.</i></b>	Ga. Super. Ct., SU-04-CV-3637
<b><i>In re: Propulsid Products Liability Litigation</i></b>	E.D. La., MDL No. 1355
<b><i>Baxter v. The Attorney General of Canada (In re Residential Schools Class Action Litigation)</i></b>	Ont. Super. Ct., 00-CV-192059 CPA
<b><i>McNall v. Mastercard Int'l, Inc. (Currency Conversion Fees)</i></b>	13 <sup>th</sup> Tenn. Jud. Dist. Ct., CT-002506-03
<b><i>Lee v. Allstate</i></b>	Ill. Cir. Ct., 03 LK 127
<b><i>Turner v. Murphy Oil USA, Inc.</i></b>	E.D. La., 2:05-CV-04206-EEF-JCW
<b><i>Carter v. North Central Life Ins. Co.</i></b>	Ga. Super. Ct., SU-2006-CV-3764-6
<b><i>Harper v. Equifax</i></b>	E.D. Pa., 2:04-CV-03584-TON
<b><i>Beasley v. Hartford Insurance Co. of the Midwest</i></b>	Ark. Cir. Ct., CV-2005-58-1
<b><i>Springer v. Biomedical Tissue Services, LTD (Human Tissue Litigation)</i></b>	Ind. Cir. Ct., 1:06-CV-00332-SEB-VSS
<b><i>Spence v. Microsoft Corp. (Antitrust Litigation)</i></b>	Wis. Cir. Ct., 00-CV-003042
<b><i>Pennington v. The Coca Cola Co. (Diet Coke)</i></b>	Mo. Cir. Ct., 04-CV-208580
<b><i>Sunderman v. Regeneration Technologies, Inc. (Human Tissue Litigation)</i></b>	S.D. Ohio, 1:06-CV-075-MHW

<b><i>Splater v. Thermal Ease Hydronic Systems, Inc.</i></b>	Wash. Super. Ct., 03-2-33553-3-SEA
<b><i>Peyroux v. The United States of America (New Orleans Levee Breach)</i></b>	E.D. La., 06-2317
<b><i>Chambers v. DaimlerChrysler Corp. (Neon Head Gaskets)</i></b>	N.C. Super. Ct., 01:CVS-1555
<b><i>Ciabattari v. Toyota Motor Sales, U.S.A., Inc. (Sienna Run Flat Tires)</i></b>	N.D. Cal., C-05-04289-BZ
<b><i>In re Bridgestone Securities Litigation</i></b>	M.D. Tenn., 3:01-CV-0017
<b><i>In re Mutual Funds Investment Litigation (Market Timing)</i></b>	D. Md., MDL No. 1586
<b><i>Accounting Outsourcing v. Verizon Wireless</i></b>	M.D. La., 03-CV-161
<b><i>Hensley v. Computer Sciences Corp.</i></b>	Ark. Cir. Ct., CV-2005-59-3
<b><i>Peek v. Microsoft Corporation</i></b>	Ark. Cir. Ct., CV-2006-2612
<b><i>Reynolds v. The Hartford Financial Services Group, Inc.</i></b>	D. Or., CV-01-1529 BR
<b><i>Schwab v. Philip Morris USA, Inc.</i></b>	E.D.N.Y., CV-04-1945
<b><i>Zarebski v. Hartford Insurance Co. of the Midwest</i></b>	Ark. Cir. Ct., CV-2006-409-3
<b><i>In re Parmalat Securities Litigation</i></b>	S.D.N.Y., MDL No. 1653 (LAK)
<b><i>Beasley v. The Reliable Life Insurance Co.</i></b>	Ark. Cir. Ct., CV-2005-58-1
<b><i>Sweeten v. American Empire Insurance Company</i></b>	Ark. Cir. Ct., 2007-154-3
<b><i>Govt. Employees Hospital Assoc. v. Serono Int., S.A.</i></b>	D. Mass., 06-CA-10613-PBS
<b><i>Gunderson v. Focus Healthcare Management, Inc.</i></b>	14 <sup>th</sup> Jud. D. Ct. La., 2004-2417-D
<b><i>Gunderson v. F.A. Richard &amp; Associates, Inc., et al.</i></b>	14 <sup>th</sup> Jud. D. Ct. La., 2004-2417-D
<b><i>Perez v. Manor Care of Carrollwood</i></b>	13 <sup>th</sup> Jud. Cir. Fla., 06-00574-E
<b><i>Pope v. Manor Care of Carrollwood</i></b>	13 <sup>th</sup> Jud. Cir. Fla., 06-01451-B
<b><i>West v. Carfax, Inc.</i></b>	Ohio C.P., 04-CV-1898 (ADL)
<b><i>Hunsucker v. American Standard Ins. Co. of Wisconsin</i></b>	Ark. Cir. Ct., CV-2007-155-3
<b><i>In re Conagra Peanut Butter Products Liability Litigation</i></b>	N.D. Ga., MDL No. 1845 (TWT)
<b><i>The People of the State of CA v. Universal Life Resources (Cal DOI v. CIGNA)</i></b>	Cal. Super. Ct., GIC838913
<b><i>Burgess v. Farmers Insurance Co., Inc.</i></b>	D. Okla., CJ-2001-292
<b><i>Grays Harbor v. Carrier Corporation</i></b>	W.D. Wash., 05-05437-RBL
<b><i>Perrine v. E.I. Du Pont De Nemours &amp; Co.</i></b>	W. Va. Cir. Ct., 04-C-296-2
<b><i>In re Alstom SA Securities Litigation</i></b>	S.D.N.Y., 03-CV-6595 VM



<b>Brookshire Bros. v. Chiquita (Antitrust)</b>	S.D. Fla., 05-CIV-21962
<b>Hoorman v. SmithKline Beecham</b>	Ill. Cir. Ct., 04-L-715
<b>Santos v. Government of Guam (Earned Income Tax Credit)</b>	D. Guam, 04-00049
<b>Johnson v. Progressive</b>	Ark. Cir. Ct., CV-2003-513
<b>Bond v. American Family Insurance Co.</b>	D. Ariz., CV06-01249-PXH-DGC
<b>In re SCOR Holding (Switzerland) AG Litigation (Securities)</b>	S.D.N.Y., 04-cv-7897
<b>Shoukry v. Fisher-Price, Inc. (Toy Safety)</b>	S.D.N.Y., 07-cv-7182
<b>In re: Guidant Corp. Plantable Defibrillators Prod's Liab. Litigation</b>	D. Minn., MDL No. 1708
<b>Clark v. Pfizer, Inc (Neurontin)</b>	C.P. Pa., 9709-3162
<b>Angel v. U.S. Tire Recovery (Tire Fire)</b>	W. Va. Cir. Ct., 06-C-855
<b>In re TJX Companies Retail Security Breach Litigation</b>	D. Mass., MDL No. 1838
<b>Webb v. Liberty Mutual Insurance Co.</b>	Ark. Cir. Ct., CV-2007-418-3
<b>Shaffer v. Continental Casualty Co. (Long Term Care Ins.)</b>	C.D. Cal., SACV06-2235-PSG
<b>Palace v. DaimlerChrysler (Defective Neon Head Gaskets)</b>	Ill. Cir. Ct., 01-CH-13168
<b>Lockwood v. Certegy Check Services, Inc. (Stolen Financial Data)</b>	M.D. Fla., 8:07-cv-1434-T-23TGW
<b>Sherrill v. Progressive Northwestern Ins. Co.</b>	18 <sup>th</sup> D. Ct. Mont., DV-03-220
<b>Gunderson v. F.A. Richard &amp; Assocs., Inc. (AIG)</b>	14 <sup>th</sup> Jud. D. Ct. La., 2004-2417-D
<b>Jones v. Dominion Resources Services, Inc.</b>	S.D. W. Va., 2:06-cv-00671
<b>Gunderson v. F.A. Richard &amp; Assocs., Inc. (Wal-Mart)</b>	14 <sup>th</sup> Jud. D. Ct. La., 2004-2417-D
<b>In re Trans Union Corp. Privacy Litigation</b>	N.D. Ill., MDL No. 350
<b>Gudo v. The Administrator of the Tulane Ed. Fund</b>	La. D. Ct., 2007-C-1959
<b>Guidry v. American Public Life Insurance Co.</b>	14 <sup>th</sup> Jud. D. Ct. La., 2008-3465
<b>McGee v. Continental Tire North America</b>	D.N.J., 2:06-CV-06234 (GEB)
<b>Sims v. Rosedale Cemetery Co.</b>	W. Va. Cir. Ct., 03-C-506
<b>Gunderson v. F.A. Richard &amp; Assocs., Inc. (Amerisafe)</b>	14 <sup>th</sup> Jud. D. Ct. La., 2004-002417
<b>In re Katrina Canal Breaches Consolidated Litigation</b>	E.D. La., 05-4182
<b>In re Department of Veterans Affairs (VA) Data Theft Litigation</b>	D.D.C., MDL No. 1796
<b>Dolen v. ABN AMRO Bank N.V. (Callable CD's)</b>	Ill. Cir. Ct., 01-L-454 and 01-L-493

<b><i>Pavlov v. CNA (Long Term Care Insurance)</i></b>	N.D. Ohio, 5:07cv2580
<b><i>Steele v. Pergo( Flooring Products)</i></b>	D. Or., 07-CV-01493-BR
<b><i>Opelousas Trust Authority v. Summit Consulting</i></b>	27 <sup>th</sup> Jud. D. Ct. La., 07-C-3737-B
<b><i>Little v. Kia Motors America, Inc. (Braking Systems)</i></b>	N.J. Super. Ct., UNN-L-0800-01
<b><i>Boone v. City of Philadelphia (Prisoner Strip Search)</i></b>	E.D. Pa., 05-CV-1851
<b><i>In re Countrywide Customer Data Breach Litigation</i></b>	W.D. Ky., MDL No.1998
<b><i>Miller v. Basic Research (Weight-loss Supplement)</i></b>	D. Utah, 2:07-cv-00871-TS
<b><i>Gunderson v. F.A. Richard &amp; Assocs., Inc. (Cambridge)</i></b>	14 <sup>th</sup> Jud. D. Ct. La., 2004-002417
<b><i>Weiner v. Snapple Beverage Corporation</i></b>	S.D.N.Y., 07-CV-08742
<b><i>Holk v. Snapple Beverage Corporation</i></b>	D.N.J., 3:07-CV-03018-MJC-JJH
<b><i>Coyle v. Hornell Brewing Co. (Arizona Iced Tea)</i></b>	D.N.J., 08-CV-2797-JBS-JS
<b><i>In re Heartland Data Security Breach Litigation</i></b>	S.D. Tex., MDL No. 2046
<b><i>Satterfield v. Simon &amp; Schuster, Inc. (Text Messaging)</i></b>	N.D. Cal., 06-CV-2893 CW
<b><i>Schulte v. Fifth Third Bank (Overdraft Fees)</i></b>	N.D. Ill., 1:09-CV-06655
<b><i>Trombley v. National City Bank (Overdraft Fees)</i></b>	D.D.C., 1:10-CV-00232
<b><i>Vereen v. Lowe's Home Centers (Defective Drywall)</i></b>	Ga. Super. Ct., SU10-CV-2267B
<b><i>Mathena v. Webster Bank, N.A. (Overdraft Fees)</i></b>	D. Conn, 3:10-cv-01448
<b><i>Delandro v. County of Allegheny (Prisoner Strip Search)</i></b>	W.D. Pa., 2:06-cv-00927
<b><i>Gunderson v. F.A. Richard &amp; Assocs., Inc. (First Health)</i></b>	14 <sup>th</sup> Jud. D. Ct. La., 2004-002417
<b><i>Williams v. Hammerman &amp; Gainer, Inc. (Hammerman)</i></b>	27 <sup>th</sup> Jud. D. Ct. La., 11-C-3187-B
<b><i>Williams v. Hammerman &amp; Gainer, Inc. (Risk Management)</i></b>	27 <sup>th</sup> Jud. D. Ct. La., 11-C-3187-B
<b><i>Williams v. Hammerman &amp; Gainer, Inc. (SIF Consultants)</i></b>	27 <sup>th</sup> Jud. D. Ct. La., 11-C-3187-B
<b><i>Gwiazdowski v. County of Chester (Prisoner Strip Search)</i></b>	E.D. Pa., 2:08cv4463
<b><i>Williams v. S.I.F. Consultants (CorVel Corporation)</i></b>	27 <sup>th</sup> Jud. D. Ct. La., 09-C-5244-C
<b><i>Sachar v. Iberiabank Corporation (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036
<b><i>LaCour v. Whitney Bank (Overdraft Fees)</i></b>	M.D. Fla., 8:11cv1896
<b><i>Lawson v. BancorpSouth (Overdraft Fees)</i></b>	W.D. Ark., 1:12cv1016
<b><i>McKinley v. Great Western Bank (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036

<b><i>Wolfegeher v. Commerce Bank (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036
<b><i>Harris v. Associated Bank (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036
<b><i>Case v. Bank of Oklahoma (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036
<b><i>Nelson v. Rabobank, N.A. (Overdraft Fees)</i></b>	Cal. Super. Ct., RIC 1101391
<b><i>Fontaine v. Attorney General of Canada (Stirland Lake and Cristal Lake Residential Schools)</i></b>	Ont. Super. Ct., 00-CV-192059 CP
<b><i>Opelousas General Hospital Authority v. FairPay Solutions</i></b>	27 <sup>th</sup> Jud. D. Ct. La., 12-C-1599-C
<b><i>Marolda v. Symantec Corporation (Software Upgrades)</i></b>	N.D. Cal., 3:08-cv-05701
<b><i>In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010—Economic and Property Damages Settlement</i></b>	E.D. La., MDL No. 2179
<b><i>In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010—Medical Benefits Settlement</i></b>	E.D. La., MDL No. 2179
<b><i>Vodanovich v. Boh Brothers Construction (Hurricane Katrina Levee Breaches)</i></b>	E.D. La., 05-cv-4191
<b><i>Gessele et al. v. Jack in the Box, Inc.</i></b>	D. Or., No. 3:10-cv-960
<b><i>Duval v. Citizens Financial Group, Inc. (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036
<b><i>Mosser v. TD Bank, N.A. (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036
<b><i>In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (Mastercard &amp; Visa)</i></b>	E.D.N.Y., MDL No. 1720
<b><i>Saltzman v. Pella Corporation (Building Products)</i></b>	N.D. Ill., 06-cv-4481
<b><i>In re Zurn Pex Plumbing, Products Liability Litigation</i></b>	D. Minn., MDL No. 1958
<b><i>Blahut v. Harris, N.A. (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036
<b><i>Eno v. M &amp; I Marshall &amp; Ilsley Bank (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036
<b><i>Casayuran v. PNC Bank (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036
<b><i>Anderson v. Compass Bank (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036
<b><i>Evans, et al. v. TIN, Inc. (Environmental)</i></b>	E.D. La., 2:11-cv-02067
<b><i>Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.</i></b>	27 <sup>th</sup> Jud. D. Ct. La., 12-C-1599-C
<b><i>Williams v. SIF Consultants of Louisiana, Inc. et al.</i></b>	27 <sup>th</sup> Jud. D. Ct. La., 09-C-5244-C
<b><i>Miner v. Philip Morris Companies, Inc. et al.</i></b>	Ark. Cir. Ct., 60CV03-4661
<b><i>Fontaine v. Attorney General of Canada (Mistassini Hostels Residential Schools)</i></b>	Qué. Super. Ct., 500-06-000293-056 & No. 550-06-000021-056 (Hull)
<b><i>Glube et al. v. Pella Corporation et al. (Building Products)</i></b>	Ont. Super. Ct., CV-11-4322294-00CP

<b>Yarger v. ING Bank</b>	D. Del., 11-154-LPS
<b>Price v. BP Products North America</b>	N.D. Ill, 12-cv-06799
<b>National Trucking Financial Reclamation Services, LLC et al. v. Pilot Corporation et al.</b>	E.D. Ark., 4:13-cv-00250-JMM
<b>Johnson v. Community Bank, N.A. et al. (Overdraft Fees)</b>	M.D. Pa., 3:12-cv-01405-RDM
<b>Rose v. Bank of America Corporation, et al. (TCPA)</b>	N.D. Cal., 11-cv-02390-EJD
<b>McGann, et al., v. Schnuck Markets, Inc. (Data Breach)</b>	Mo. Cir. Ct., 1322-CC00800
<b>Simmons v. Comerica Bank, N.A. (Overdraft Fees)</b>	S.D. Fla., MDL No. 2036
<b>George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC, et al. v. Bestcomp, Inc., et al.</b>	27 <sup>th</sup> Jud. D. Ct. La., 09-C-5242-B
<b>Simpson v. Citizens Bank (Overdraft Fees)</b>	E.D. Mich, 2:12-cv-10267
<b>In re Plasma-Derivative Protein Therapies Antitrust Litigation</b>	N.D. Ill, 09-CV-7666
<b>In re Dow Corning Corporation (Breast Implants)</b>	E.D. Mich., 00-X-0005
<b>Mello et al v. Susquehanna Bank (Overdraft Fees)</b>	S.D. Fla., MDL No. 2036
<b>Wong et al. v. Alacer Corp. (Emergen-C)</b>	Cal. Super. Ct., CGC-12-519221
<b>In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)</b>	E.D.N.Y., 11-MD-2221
<b>Costello v. NBT Bank (Overdraft Fees)</b>	Sup. Ct. Del Cnty., N.Y., 2011-1037
<b>Gulbankian et al. v. MW Manufacturers, Inc.</b>	D. Mass., No. 10-CV-10392
<b>Hawthorne v. Umpqua Bank (Overdraft Fees)</b>	N.D. Cal., 11-cv-06700-JST
<b>Smith v. City of New Orleans</b>	Civil D. Ct., Parish of Orleans, La., 2005-05453
<b>Adkins et al. v. Nestlé Purina PetCare Company et al.</b>	N.D. Ill., 1:12-cv-02871
<b>Given v. Manufacturers and Traders Trust Company a/k/a M&amp;T Bank (Overdraft Fees)</b>	S.D. Fla., MDL No. 2036
<b>In re MI Windows and Doors Products Liability Litigation (Building Products)</b>	D. S.C., MDL No. 2333
<b>Childs et al. v. Synovus Bank, et al. (Overdraft Fees)</b>	S.D. Fla., MDL No. 2036
<b>Steen v. Capital One, N.A. (Overdraft Fees)</b>	S.D. Fla., MDL No. 2036
<b>Kota of Sarasota, Inc. v. Waste Management Inc. of Florida</b>	12 <sup>th</sup> Jud. Cir. Ct., Sarasota Cnty, Fla., 2011-CA-008020NC
<b>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)</b>	E.D. La., MDL No. 2179
<b>Dorothy Williams d/b/a Dot’s Restaurant v. Waste Away Group, Inc.</b>	Cir. Ct., Lawrence Cnty, Ala., 42-cv-2012-900001.00

<b><i>In re: Energy Future Holdings Corp., et. al. (Asbestos Claims Bar Notice)</i></b>	Bankr. D. Del., 14-10979(CSS)
<b><i>Gattinella v. Michael Kors (USA), Inc., et al.</i></b>	S.D.N.Y., 14-civ-5731 (WHP)
<b><i>Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.</i></b>	27 <sup>th</sup> Jud. D. Ct. La., 13-C-3212
<b><i>Ono v. Head Racquet Sports USA</i></b>	C.D.C.A., 2:13-cv-04222-FMO(AGRx)
<b><i>Opelousas General Hospital Authority v. PPO Plus, L.L.C., et al.</i></b>	27 <sup>th</sup> Jud. D. Ct. La., 13-C-5380
<b><i>Swift v. BancorpSouth Bank (Overdraft Fees)</i></b>	S.D. Fla., MDL No. 2036
<b><i>Leland Small v. BOKF, N.A.</i></b>	D. Col., 13-cv-01125
<b><i>Anamaria Chimeno-Buzzi &amp; Lakedrick Reed v. Hollister Co. &amp; Abercrombie &amp; Fitch Co.</i></b>	S.D. Fla., 14-cv-23120-MGC
<b><i>In re: HSBC Bank USA, N.A., Checking Account Overdraft Litigation</i></b>	Sup. Ct. N.Y., No. 650562/11

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

IN RE: VOLKSWAGEN “CLEAN DIESEL”  
MARKETING, SALES PRACTICES AND  
PRODUCTS LIABILITY LITIGATION

MDL 2672 CRB (JSC)

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF THE  
BOSCH CLASS ACTION  
SETTLEMENT, PROVISIONALLY  
CERTIFYING CLASS, DIRECTING  
NOTICE TO THE CLASS, AND  
SCHEDULING FAIRNESS HEARING**

This Documents Relates to:  
  
ALL CONSUMER AND RESELLER  
ACTIONS

Hearing: February 14, 2017  
Time: 8:00 a.m.  
Courtroom: 6, 17<sup>th</sup> floor

The Honorable Charles R. Breyer

WHEREAS, a proposed settlement (the “Settlement” or “Bosch Settlement”) has been reached between Court-appointed Lead Counsel and the Plaintiffs’ Steering Committee (“PSC”) on behalf of a defined proposed Settlement Class of certain Volkswagen, Audi, and Porsche branded 2.0-liter and 3.0-liter TDI vehicles defined in the Class Action Settlement, and Robert Bosch GmbH and Robert Bosch, LLC (“Bosch”), which resolves certain claims against Defendants pertaining to the 2.0-liter and 3.0-liter Class vehicles; that is, the Volkswagen, Audi, and Porsche branded vehicles listed below:

**2.0-liter Class Vehicles**

<b>VOLKSWAGEN</b>	
<b>MODEL</b>	<b>MODEL YEARS</b>
<b>Beetle, Beetle Convertible</b>	2013-2015
<b>Golf 2-Door</b>	2010-2013
<b>Golf 4-Door</b>	2010-2015
<b>Golf SportWagen</b>	2015
<b>Jetta, Jetta SportWagen</b>	2009-2015
<b>Passat</b>	2012-2015
<b>AUDI</b>	
<b>A3</b>	2010-2013, 2015

**3.0-liter Class Vehicles**

<b>GENERATION ONE</b>	
<b>MODEL</b>	<b>MODEL YEARS</b>
<b>Volkswagen Touareg</b>	2009-2012
<b>Audi Q7</b>	2009-2012
<b>GENERATION TWO</b>	
<b>MODEL</b>	<b>MODEL YEARS</b>
<b>Volkswagen Touareg</b>	2013-2016
<b>Audi Q7</b>	2013-2015
<b>Audi A6</b>	2014-2016
<b>Audi A7</b>	2014-2016
<b>Audi A8, A8L</b>	2014-2016
<b>Audi Q5</b>	2014-2016
<b>Porsche Cayenne</b>	2013-2016

WHEREAS, the Court, for the purposes of this Order, adopts all defined terms as set forth in the Bosch Class Action Settlement Agreement;

WHEREAS, this matter has come before the Court pursuant to Plaintiffs' Motion for Preliminary Approval of the Bosch Class Action Settlement Agreement and Release and Approval of Class Notice (the "Motion");

WHEREAS, Defendants do not oppose the Court's entry of the proposed Preliminary Approval Order;

WHEREAS, the Court finds that it has jurisdiction over the Action and each of the Parties for purposes of settlement and asserts jurisdiction over the Settlement Class Representatives for purposes of considering and effectuating this Settlement;

WHEREAS, the Court held a Preliminary Approval Hearing on February 14, 2017; and

WHEREAS, this Court has considered all of the presentations and submissions related to

1 the Motion and, having presided over and managed these MDL proceedings as Transferee Judge,  
2 since the December 2015 Transfer Order, with the facts, contentions, claims and defenses as they  
3 have developed in these proceedings, and is otherwise fully advised of all relevant facts in  
4 connection therewith.

5 **IT IS HEREBY ORDERED AS FOLLOWS:**

6 **I. PRELIMINARY APPROVAL OF BOSCH CLASS ACTION SETTLEMENT**

7 1. The Bosch Settlement appears to be the product of intensive, thorough, serious,  
8 informed, and non-collusive negotiations overseen by the Court-appointed Special Master and  
9 former Director of the Federal Bureau of Investigation Robert S. Mueller, III; has no obvious  
10 deficiencies; does not improperly grant preferential treatment to the Settlement Class  
11 Representatives or segments of the Class; and appears to be fair, reasonable, and adequate, such  
12 that preliminary approval of the Settlement should be granted, notice of the Settlement should be  
13 directed to the Class Members, and a Fairness Hearing should be set.

14 2. Accordingly, the Motion is **GRANTED**.

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

16 3. "Class" or "Settlement Class" means, for purposes of this Bosch Class Action  
17 Settlement only, a nationwide class, including Puerto Rico, of the combined class members of the  
18 Volkswagen 2.0-liter and 3.0-liter settlements. Therefore, the Class consists of Eligible Owners,  
19 Eligible Sellers, and Eligible Lessees in the Volkswagen 2.0-liter Class Action Settlement, and  
20 Eligible Owners, Eligible Former Owners, and Eligible Lessees in the Volkswagen 3.0-liter Class  
21 Action Settlement. The following entities and individuals are excluded from the Class:

22 (a) Bosch's officers, directors, and employees; and Bosch's affiliates and affiliates'  
23 officers, directors, and employees;

24 (b) Volkswagen; Volkswagen's officers, directors, and employees; and Volkswagen's  
25 affiliates and affiliates' officers, directors, and employees;

26 (c) any Volkswagen Franchise Dealer;

27 (d) Judicial officers and their immediate family members and associated court staff  
28 assigned to this case; and



1 (e) All those otherwise in the Class who or which timely and properly exclude  
2 themselves from the Class as provided in the Class Action Settlement Agreement.

3 4. The Plaintiffs' Lead Counsel and members of the Plaintiffs' Steering Committee  
4 who were appointed by the Court in Pre-Trial Order No. 7 on January 21, 2016, have applied for  
5 appointment as Bosch Settlement Class Counsel, and the proposed Bosch Settlement Class  
6 Representatives, named as plaintiffs in the earlier-filed Amended Consolidated Class Action  
7 Complaint, are listed in Exhibit 1 of Plaintiffs' Motion for Preliminary Approval of the Bosch  
8 Class Action Settlement.

9 **III. PRELIMINARY FINDINGS**

10 5. The Court preliminarily finds that the proposed Settlement Class as defined above,  
11 consisting of owners and lessees of approximately 554,000 identifiable vehicles, meets the  
12 numerosity requirement of Rule 23(a)(1); meets the commonality and predominance requirements  
13 of Rule 23(a)(2) and (b)(3); finds that the claims of the proposed Settlement Class  
14 Representatives are typical of the claims of the Class under Rule 23(a)(3), and that they have and  
15 will fairly and adequately represent the interests of the Class under Rule 23(a)(4), and hereby  
16 preliminarily certifies the Class and designates as Settlement Class Representatives the proposed  
17 representatives identified in the Motion.

18 6. The Court preliminarily finds that Lead Counsel, the PSC, and the proposed  
19 Settlement Class Representatives will fairly and adequately represent the interests of the Class  
20 under Rule 23(a)(4), have done so, and are adequate under Rule 23(g)(1) and (4), and, therefore,  
21 hereby appoints them as Settlement Class Counsel and Representatives, under Rules 23(c)(1)(B)  
22 and 23(g) to implement and complete the Settlement Approval Process.

23 **IV. NOTICE TO CLASS MEMBERS**

24 7. Under Rule 23(c)(2), the Court finds that the content, format, and method of  
25 disseminating Notice, as set forth in the Motion, the Declaration of Cameron R. Azari, filed on  
26 January 31, 2017, and the Bosch Class Action Settlement Agreement and Release—including  
27 direct First Class mailed notice to all known Class Members, email notice, and a targeted  
28 publication campaign—is the best notice practicable under the circumstances and satisfies all

1 requirements provided in Rule 23(c)(2)(B). The Court approves such notice, and hereby directs  
 2 that such notice be disseminated in the manner set forth in the Bosch Class Action Settlement and  
 3 Release to Class Members under Rule 23(e)(1).

4 **V. SCHEDULE AND PROCEDURES FOR DISSEMINATING NOTICE, FILING**  
 5 **CLAIMS, REQUESTING EXCLUSION FROM THE CLASS, FILING**  
 6 **OBJECTIONS TO THE CLASS ACTION SETTLEMENT, AND FILING THE**  
 7 **MOTION FOR FINAL APPROVAL**

Date	Event
January 31, 2017	Settlement Class Representatives file Motion for Preliminary Approval of Settlement
February 14, 2017	Preliminary Approval Hearing
February 15, 2017	Class Notice Program begins
March 24, 2017	Motion for Final Approval and Attorneys' Fees filed
April 14, 2017	Objection and Opt-Out Deadline
April 28, 2017	Reply Memorandum in Support of Final Approval filed
May ____, 2017	Final Approval Hearing

16 **VI. FAIRNESS HEARING**

17 8. The Fairness Hearing shall take place on May \_\_\_\_, 2017 at 8:00 a.m. at the  
 18 United States District Court for the Northern District of California, United States Courthouse,  
 19 450 Golden Gate Avenue, San Francisco, California 94102, before the Honorable Charles R.  
 20 Breyer, to determine whether the proposed Class Action Settlement is fair, reasonable, and  
 21 adequate, whether it should be finally approved by the Court, and whether the Released Claims  
 22 should be dismissed with prejudice under the Class Action Settlement and the Notice Program.  
 23

24 **VII. OTHER PROVISIONS**

25 9. Settlement Class Counsel and Bosch are authorized to take, without further Court  
 26 approval, all necessary and appropriate steps to implement the Bosch Class Action Settlement  
 27 including the approved Notice Program.  
 28

1           10.     The deadlines set forth in this Preliminary Approval Order, including, but not  
2 limited to, adjourning the Fairness Hearing, may be extended by Order of the Court, for good  
3 cause shown, without further notice to the Class Members, except that notice of any such  
4 extensions shall be included on the Settlement Website. Class Members should check the  
5 Settlement Website regularly for updates and further details regarding extensions of these  
6 deadlines. Exclusions and Objections must meet the deadlines and follow the requirements set  
7 forth in the approved Class Notice in order to be valid.

8           11.     Class Counsel and Defendants' Counsel are hereby authorized to use all  
9 reasonable procedures in connection with approval and administration of the Bosch Class Action  
10 Settlement that are not materially inconsistent with the Preliminary Approval Order or the Bosch  
11 Class Action Settlement, including making, without further approval of the Court, minor changes  
12 to the Bosch Class Action Settlement, to the form or content of the Class Notice, or to any other  
13 exhibits that the Parties jointly agree are reasonable or necessary.

14           12.     The Court shall maintain continuing jurisdiction over these proceedings for the  
15 benefit of the Class as defined in this Order.

16           **IT IS SO ORDERED.**

17  
18  
19 DATED:

\_\_\_\_\_  
CHARLES R. BREYER  
UNITED STATES DISTRICT JUDGE