

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

Case No. 1:22-cv-22483-Gayles/Torres

EXPRESS FREIGHT INTERNATIONAL,
et al.,

Plaintiffs,

v.

HINO MOTORS, LTD., et al.,

Defendants.

**DECLARATION OF JENNIFER M.
KEOUGH REGARDING NOTICE
PROGRAM**

I, Jennifer M. Keough, hereby declare and state as follows:

1. I am the Chief Executive Officer, President, and Co-Founder of JND Legal Administration LLC (“JND”). JND is a legal administration services provider with headquarters located in Seattle, Washington. JND has extensive experience with all aspects of legal administration and has administered hundreds of class action settlements. As the CEO and President, I am involved in all facets of JND’s operations, including monitoring the implementation of our notice and claims administration programs. A comprehensive description of my experience is attached as Exhibit A.

2. This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees and the Parties, and, if called upon to do so, I could and would testify competently thereto.

3. I submit this Declaration at the request of the Parties in the above-referenced action to describe the proposed program for providing notice to Settlement Class Members (the “Notice Program”) and address why it is consistent with other best practicable court-approved notice programs and the requirements of Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”), the Due Process Clause of the United States Constitution, and the Federal Judicial Center (“FJC”) guidelines for best practicable due process notice.

BACKGROUND EXPERIENCE

4. JND is a leading legal administration services provider with offices throughout the United States and is headquartered in Seattle, Washington. JND’s class action division provides all services necessary for the effective implementation of class actions, including: (1) all facets of legal notice to potential class members, such as developing the final class members list and addresses for them, outbound mailing, email notification, and the design and implementation of media programs; (2) website design and deployment, including online claim filing capabilities; (3) call center and other contact support; (4) secure class member data management; (5) paper and electronic claims processing; (6) calculation design and programming; (7) payment disbursements through check, wire, PayPal, merchandise credits, and other means; (8) qualified settlement fund

tax reporting; (9) banking services and reporting; and (10) all other functions related to the secure and accurate administration of class actions.

5. JND is an approved vendor for the United States Securities and Exchange Commission (“SEC”), the Federal Trade Commission (“FTC”), and, most recently, the Consumer Financial Protection Bureau (“CFPB”). In addition, we have worked with a number of other government agencies including the U.S. Equal Employment Opportunity Commission (“EEOC”), the Office of the Comptroller of the Currency (“OCC”), the Federal Deposit Insurance Corporation (“FDIC”), the Federal Communications Commission (“FCC”), the Department of Justice (“DOJ”), and the Department of Labor (“DOL”). We also have Master Services Agreements with various corporations and banks which were only awarded after JND underwent rigorous reviews of our systems, privacy policies, and procedures. JND has also been certified as SOC 2 Type 2 compliant by noted accounting firm Moss Adams.¹

6. JND has been recognized by various publications, including the *National Law Journal*, the *Legal Times*, and the *New York Law Journal*, for excellence in class action administration. JND was named the #1 Class Action Claims Administrator in the U.S. by the national legal community for multiple consecutive years, and we were inducted into the *National Law Journal* Hall of Fame in 2022 and 2023 for having held this title. JND was also recognized last year as the Most Trusted Class Action Administration Specialists in the Americas by *New World Report* (formerly *U.S. Business News*) in the publication’s 2022 Legal Elite Awards program.

7. The principals of JND collectively have over 80 years of experience in class action legal and administrative fields. JND has overseen the administration of some of the most complex administration programs in the country and regularly prepare and implement court-approved notice campaigns throughout the United States.

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

8. JND was appointed as the notice and claims administrator in the landmark \$2.67 billion Blue Cross Blue Shield antitrust settlement in which we mailed over 100 million postcard notices; sent hundreds of millions of email notices and reminders; placed notice via print, television, radio, internet, and more; staffed a call center with 250 agents during the peak of the notice program; and received and processed more than eight million claims. JND was also appointed the settlement administrator in the \$1.3 billion Equifax Data Breach Settlement, the largest class action ever in terms of the number of claims received (over 18 million). Email notice was sent twice to over 140 million class members, the interactive website received more than 130 million hits, and the call center was staffed with 1,500 agents at the peak of call volume.

9. Other large JND matters include a voluntary remediation program in Canada on behalf of over 30 million people; the \$1.5 billion Mercedes-Benz Emissions Settlements; the \$120 million GM Ignition Switch Settlement, where we mailed nearly 30 million notices and processed over 1.5 million claims; and the \$215 million USC Student Health Center Settlement on behalf of women who were sexually abused by a doctor at USC; as well as hundreds of other matters.

10. In addition to the above, JND also handled notice and claims administration tasks for the following motor vehicle cases: *Amin v. Mercedes-Benz USA, LLC*, No. 17-cv-01701- AT (N.D. Ga.); *In re MyFord Touch Consumer Litig.*, No. 13-cv-3072 (EMC) (N.D. Cal.); *In re Navistar MaxxForce Engines Mktg., Sales Practices and Prods. Liab. Litig.*, No. 14-cv-10318 (N.D. Ill.); *In re Volkswagen "Clean Diesel" Mktg., Sales Practice and Prods. Liab. Litig.*, MDL 2672 CRB (N.D. Cal.); *In re: Subaru Battery Drain Prods. Liab. Litig.*, No. 20-cv-03095-JHR-MJS (D.N.J.); *Khona v. Subaru of Am., Inc.*, No. 19-cv-09323-RMB-AMD (D.N.J.); *Kalra v. Mercedes-Benz Canada Inc.*, No. CV-16-550271-00CP (Ont. Super. Ct.); *Kommer v. Ford Motor Co.*, No. 17-cv-296 (N.D.N.Y.), *Patrick v. Volkswagen Grp. Of Am., Inc.*, 19-cv-01908-MCS-ADS (C.D. Cal.), *Pinon v. Mercedes-Benz USA, LLC and Daimler AG*, No. 18-cv-3984 (N.D. Ga.), *Udeen v. Subaru of Am., Inc.*, No. 18-cv-17334- RBK-JS (D.N.J.), as well as others.

11. JND's Legal Notice Team, which operates under my direct supervision, researches, designs, develops, and implements a wide array of legal notice programs to meet the requirements

of Rule 23 and relevant state court rules. In addition to providing notice directly to potential class members through direct mail and email, our media campaigns, which are regularly approved by courts throughout the United States, have used a variety of media including newspapers, press releases, magazines, trade journals, radio, television, social media, and the internet depending on the circumstances and allegations of the case, the demographics of the class, and the habits of its members, as reported by various research and analytics tools. During my career, I have submitted several hundred declarations to courts throughout the country attesting to our role in the creation and launch of various notice programs.

CASE BACKGROUND

12. JND has been asked by the Parties to prepare a Notice Program to reach Settlement Class Members and inform them about their rights and options.

13. The Settlement Class is defined as all persons or entities that purchased a Settlement Class Truck, or leased a Settlement Class Truck, through the date the Preliminary Approval Order is entered.

14. The Settlement Class Trucks are defined as any on-road vehicle equipped and originally sold or leased in the United States with a Hino engine from engine Model Year 2010 through and including engine Model Year 2019.

OVERVIEW

15. The objective of the proposed Notice Program is to provide the best notice practicable, consistent with the methods and tools employed in other court-approved notice programs and to allow Settlement Class Members the opportunity to review a plain language notice with the ability to easily take the next step and learn more about the proposed Settlement.

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

A. Direct notice sent to all known Settlement Class Members via mail and/or e-mail, to the extent practicable;

B. Supplemental digital notice through the leading digital network (Google Display Network - “GDN”), two popular social media platforms (Facebook, Instagram), and leading industry websites (e.g., *Heavy Duty Trucking*, *Land Line*);

C. Publication Notice in leading industry magazines;

D. An internet search campaign;

E. The distribution of an informational press release;

F. A Settlement website, www.HinoUSASettlement.com, that will provide detailed information about the Settlement and important case documents, including the Settlement Agreement and its exhibits, the Short Form and Long Form Notices, a list of important deadlines, a VIN lookup tool to check Settlement Class Truck eligibility, and a Claim Form that may be submitted electronically or printed and mailed or emailed; and

G. A Settlement toll-free number, post office box, and email address through which Settlement Class Members may obtain more information about the Settlement and request that the notice documents and/or Claim Form be sent to them.

17. The FJC’s *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* considers a notice plan to be effective if it has a high reach (above 70%). The proposed notice plan is expected to reach the vast majority of Settlement Class Members and far exceed the 70% benchmark. Based on my experience in developing and implementing class notice programs, I believe the proposed Notice Program will provide the best notice practicable under the circumstances.

18. Each component of the proposed Notice Program is described in more detail in the sections below.

DIRECT MAIL AND EMAIL NOTICE EFFORT

19. An adequate notice program needs to satisfy “due process” when reaching a class. The United States Supreme Court, in *Eisen v. Carlisle & Jacqueline*, 417 U.S. 156 (1974), stated that direct notice (when possible) is the preferred method for reaching a class. In addition, Rule 23(c)(2) of the Federal Rules of Civil Procedure provides that “the court must direct to class

members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”

20. Settlement Class Counsel has provided JND with a list of eligible Vehicle Identification Numbers (“VINs”) that Defendants compiled for the Settlement Class Trucks. JND will use the VINs to work with third-party data aggregation services to acquire potential Settlement Class Members’ contact information from the Departments of Motor Vehicles (“DMVs”) for all current and previous owners and registered lessees of the Settlement Class Trucks. The contact information gained using this process is considered particularly reliable because vehicle owners must maintain accurate and up-to-date contact information to pay vehicle registration fees and keep driver licenses and voter registrations current. JND will also receive Settlement Class Truck registration information, including, but not limited to, registration date, year, make, and model of the vehicle through the DMV data. The Settlement Class Truck registration information will identify whether the individual purchased the vehicle new or used, and whether the individual currently owns the Settlement Class Truck.

21. After receiving the contact and VIN information from the DMVs, JND will promptly load the information into a secure, case-specific database for this matter. JND employs robust administrative, technical, and physical controls to protect confidential Class Member data and safeguard against the risk of loss, misuse, unauthorized access, disclosure, or modification of the data.

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

23. JND will send the Email Notice to all known Settlement Class Members for whom a valid email address is obtained. A copy of the Email Notice is attached as Exhibit B.

24. Prior to sending the Email Notice, JND will evaluate the email for potential spam language to improve deliverability. This process includes running the email through spam testing

software, DKIM² for sender identification and authorization, and hostname evaluation. Additionally, we will check the send domain against the 25 most common IPv4 blacklists.³

25. JND uses industry-leading email solutions to achieve the most efficient email notification campaigns. Our Data Team is staffed with email experts and software solution teams to conform each notice program to the particulars of the case. JND provides individualized support during the program and manages our sender reputation with the Internet Service Providers (“ISPs”). For each of our programs, we analyze the program’s data and monitor the ongoing effectiveness of the notification campaign, adjusting the campaign as needed. These actions ensure the highest possible deliverability of the email campaign so that more potential Settlement Class Members receive notice.

26. For each email campaign, including this one, JND will utilize a verification program to eliminate invalid email and spam traps that would otherwise negatively impact deliverability. We will then clean the list of email addresses for formatting and incomplete addresses to further identify all invalid email addresses.

27. To ensure readability of the email, our team will review and format the body content into a structure that is applicable to all email platforms, allowing the email to pass easily to the recipient. Before launching the email campaign, we will send a test email to multiple ISPs and open and test the email on multiple devices (iPhones, Android phones, desktop computers, tablets, etc.) to ensure the email opens as expected.

28. Additionally, JND will include an “unsubscribe” link at the bottom of the email to allow Settlement Class Members to opt out of any additional email notices from JND. This step is essential to maintain JND’s good reputation among the ISPs and reduce complaints relating to the email campaign.

² DomainKeys Identified Mail, or DKIM, is a technical standard that helps protect email senders and recipients from spam, spoofing, and phishing.

³ IPv4 address blacklisting is a common practice. To ensure that the addresses being used are not blacklisted, a verification is performed against well-known IP blacklist databases. A blacklisted address affects the reputation of a company and could cause an acquired IP addresses to be blocked.

29. Emails that are returned to JND are generally characterized as either “Hard Bounces” or “Soft Bounces.” A Hard Bounce occurs when the ISP rejects the email due to a permanent reason such as the email account is no longer active. A Soft Bounce occurs when the email is rejected for temporary reasons, such as the recipient’s email address inbox is full.

30. When an email is returned due to a Soft Bounce, JND attempts to re-send the email notice up to three additional times in an attempt to secure deliverability. If the Soft Bounce email continues to be returned after the third re-send, the email is considered undeliverable. Emails that result in a Hard Bounce are also considered undeliverable.

31. In addition to the Email Notice, JND will mail a Postcard Notice to all known Settlement Class Members who owned or leased fewer than ten Settlement Class Trucks and for whom a valid mailing address is obtained. A copy of the Postcard Notice is attached as Exhibit C. For Settlement Class Members who owned or leased fleets of ten or more Settlement Class Trucks, JND will consolidate the mailings and include a cover letter directing them to contact the Settlement Administrator for specialized claim filing assistance.

32. Prior to mailing the Postcard Notice, JND staff will perform advanced address research using the United States Postal Service (“USPS”) National Change of Address (“NCOA”) database⁴ to update addresses. JND will track all notices returned undeliverable by the USPS and will promptly re-mail notices that are returned with a forwarding address. In addition, JND will take reasonable efforts to research and determine if it is possible to reach a Settlement Class Member for whom a notice is returned without a forwarding address by using available skip-tracing tools to identify a new mailing address at which the potential Settlement Class Member may be reached.

SUPPLEMENTAL DIGITAL NOTICE EFFORT

33. JND will supplement the direct notice effort with a targeted digital effort to extend reach further. Copies of the digital ads are attached as Exhibit D.

⁴ The NCOA database is the official USPS technology product which makes changes of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream.

34. JND proposes serving more than 4.1 million digital impressions of the digital ads over four weeks through GDN, Facebook, Instagram, and industry websites such as *Heavy Duty Trucking* and *Land Line*.⁵

35. The Google Display Network is a vast network that reaches over 90% of internet users. The GDN activity will target adults 18 years of age or older (“Adults 18+”) who have an affinity for truck transport service and/or truck magazines, or are otherwise in-market for Mack trucks, Peterbilt trucks, semi-truck sales, Kenworth trucks, classes of trucks, commercial trucks, diesel vehicles (new or used), and/or commercial vehicles.

36. The Facebook/Instagram impressions will reach Adult 18+ users who work in the transportation and/or moving industry and/or have targeted interests in: commercial driver’s license training (vocational training); *Diesel Power* or *Heavy Duty Trucking* (magazines/industry publications); diesel engine, diesel trucks, Freightliner trucks, Kenworth trucks, Mack trucks, Peterbilt trucks, truck classification (vehicles); and/or Swift Transportation, Knight Transportation, trucking industry in the United States, UPS Freight (transportation).

37. *Heavy Duty Trucking* is an information source for Corporate, Fleet, and Operation Executives and Managers of For-Hire, Private, and Leasing Fleets who make purchase decisions for small, medium, and large fleets of trucks, tractors, and trailers in heavy-, medium-, and light-duty segments. The publication focuses on relevant issues that impact fleets and the technology to operate their fleet operations including operations, equipment asset management, maintenance, information technology and communications, government regulations, leasing, safety, and operations.

38. *Land Line* is a leading business source for professional truckers, informing small-business truckers on current issues. It is published by the Owner-Operator Independent Drivers Association with more than 160,000 members, offices in Washington D.C., and Headquarters in Kansas City, Missouri.

⁵ Impressions or exposures are the total number of opportunities to be exposed to a media vehicle or combination of media vehicles containing a notice. Impressions are a gross or cumulative number that may include the same person more than once. As a result, impressions can and often do exceed the population size.

39. Digital activity will be served across all devices, with an emphasis on mobile devices. The digital ads will include an embedded link to the Settlement website, where Settlement Class Members can receive more information about the Settlement.

SUPPLEMENTAL PRINT NOTICE EFFORT

40. To extend reach even further, JND proposes placing one notice insertion each in three leading industry publications with subscriber bases ranging from approximately 100,000 to over 215,000 and targeting owner-operators, small and medium fleet owners, company drivers, and others allied to the field. Notice placements with trade media are available on a limited basis and at the discretion of the publisher.

41. A copy of the Publication Notice is attached as Exhibit E.

INTERNET SEARCH CAMPAIGN

42. Given that web browsers frequently default to a search engine page, search engines are a common source to get to a specific website (i.e., as opposed to typing the desired URL in the navigation bar). As a result, JND also proposes a Google search effort to assist interested Settlement Class Members in finding the Settlement website. A custom keyword and ad group list will be generated based on content on the Settlement website landing page, as well as other case information. Keywords are words/phrases that are bid on when they match the search term (or a variation of the search term) a person types into their Google search bar. When a search term matches a keyword or phrase, a Responsive Search Ad (RSA) may be served, generating a tailored message relevant to the search term. RSAs utilize machine learning to pair various combinations of ad copy (headlines and descriptions) based on which groupings have worked well previously (i.e., produced a strong CTR/conversion performance), and what the platform anticipates will generate the ideal results from the unique searcher. When the RSA is clicked on, the visitor will be redirected to the Settlement website where they can get more information, as well as file a claim electronically.

43. A sample of the RSA is included in the digital ad in Exhibit F.

PRESS RELEASE

44. To further assist in getting “word of mouth” out about the Settlement, JND proposes the distribution of a press release at the start of the campaign to over 11,000 media outlets nationwide.

45. A copy of the press release is attached as Exhibit G.

SETTLEMENT WEBSITE

46. JND will develop and deploy the informational case-specific Settlement website, www.HinoUSASettlement.com. It will have an easy-to-navigate design that will be formatted to emphasize important information and deadlines and will provide links to important case documents, including the Long Form Notice, attached as Exhibit H, as well as information on how potential Settlement Class Members can opt out or object to the settlement, if they choose. The website will also include an online claim portal to facilitate the electronic submission of Settlement Claims and a VIN lookup tool to check Settlement Class Truck eligibility. The website address will be prominently displayed in all printed notice documents and will be accessible through the digital notices and the QR Code inserted in the Postcard and Publication Notices.

47. The Settlement website will be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices. It will be designed to maximize search engine optimization through Google and other search engines. Keywords and natural language search terms will be included in the site’s metadata to maximize search engine rankings.

TOLL-FREE NUMBER, P.O. BOX, AND EMAIL ADDRESS

48. JND will establish and maintain a 24-hour, toll-free telephone line that Settlement Class Members can call to obtain information about the Settlement. Live operators will be available during business hours to answer Settlement Class Members’ questions and assist with claim filing.

49. JND will also establish a dedicated email address and post office box to receive and respond to Settlement Class Member correspondence.

NOTICE DESIGN AND CONTENT

50. The proposed notice documents are designed to comply with Rule 23’s guidelines for class action notices and the FJC’s *Judges’ Class Action Notice and Claims Process Checklist and*

Plain Language Guide. The notices contain easy-to-read summaries of the instructions on how to obtain more information about the case, and direct potential Settlement Class Members to the Settlement website, where the Long Form Notice and other Settlement and case documents will be posted. Courts routinely approve notices that have been written and designed in a similar manner.

REACH

51. Based on JND’s experience with automotive cases, we expect the direct notice effort alone to reach virtually all Settlement Class Members. The supplemental digital and print effort, the internet search campaign, and the distribution of a national press release will further enhance that reach. The expected reach exceeds that of other court-approved programs and is on the high end (95%+) of the reach standard set forth by the FJC.⁶

CONCLUSION

52. In my opinion, the proposed Notice Program provides the best notice practicable under the circumstances, is consistent with the requirements of Rule 23, and is consistent with other similar court-approved best notice practicable notice programs. The Notice Program is designed to reach as many Settlement Class Members as possible and inform them about the Settlement and their rights and options.

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

Executed this on October 27, 2023, at Seattle, Washington.


JENNIFER M. KEOUGH

⁶ Federal Judicial Center, *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), p. 3 states: “...the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.”

EXHIBIT A

JENNIFER KEOUGH

CHIEF EXECUTIVE OFFICER AND CO-FOUNDER



I.

INTRODUCTION

Jennifer Keough is Chief Executive Officer and Co-Founder of JND Legal Administration (“JND”). She is the *only* judicially recognized expert in all facets of class action administration - from notice through distribution. With more than 20 years of legal experience, Ms. Keough has directly worked on hundreds of high-profile and complex administration engagements, including such landmark matters as the \$20 billion Gulf Coast Claims Facility, \$10 billion BP Deepwater Horizon Settlement, \$3.4 billion Cobell Indian Trust Settlement (the largest U.S. government class action settlement ever), \$3.05 billion VisaCheck/MasterMoney Antitrust Settlement, \$2.67 billion Blue Cross Blue Shield antitrust settlement, \$1.5 billion Mercedes-Benz Emissions Settlements, \$1.3 billion Equifax Data Breach Settlement, \$1 billion Stryker Modular Hip Settlement, \$600 million Engle Smokers Trust Fund, \$240 million Signet Securities Settlement, \$215 million USC Student Health Center Settlement, and countless other high-profile matters.

Ms. Keough has been appointed notice expert in many notable cases and has testified on settlement matters in numerous courts and before the Senate Committee for Indian Affairs. She was appointed in 2022 as a Board member of the RAND Corporation’s “Kenneth R. Feinberg Center for Catastrophic Risk Management and

Compensation (the Feinberg Center).” Among the Feinberg Center’s missions is to identify and promote laws, programs, and institutions that reduce the adverse social and economic effects of natural and manmade catastrophes by:

- Improving incentives to reduce future losses
- Providing just compensation to those suffering losses while appropriately allocating liability to responsible parties
- Helping affected individuals, businesses, and communities to recover quickly
- Avoiding unnecessary legal, administrative, and other transaction costs

Ms. Keough is honored to be included on the Board, which consists of only 18 people, three of whom are federal district court judges. She is the only person from the legal administration industry on the Board.

Ms. Keough is also the only female CEO/Co-Founder in the field. She oversees more than 200 employees at JND’s Seattle headquarters, as well as other office locations around the country. She manages all aspects of JND’s class action business from day-to-day processes to high-level strategies. Her comprehensive expertise with noticing, claims processing, Systems and IT work, call center, data analytics, recovery calculations, check distribution, and reporting gained her the reputation with attorneys on both sides of the aisle as the most dependable consultant for all legal administration needs. Ms. Keough also applies her knowledge and skills to other divisions of JND, including mass tort, lien resolution, government services, and eDiscovery. Given her extensive experience, Ms. Keough is often called upon to consult with parties prior to settlement, is frequently invited to speak on class action issues and has authored numerous articles in her multiple areas of expertise.

Ms. Keough launched JND with her partners in early 2016. Just a few months later she was named as the Independent Claims Administrator (“ICA”) in a complex BP Solar Panel Settlement. Ms. Keough also started receiving numerous appointments as notice expert and in 2017 was chosen to oversee a restitution program in Canada where every adult in the country was eligible to participate. Also, in 2017,

Ms. Keough was named a female entrepreneur of the year finalist in the 14th annual Stevie Awards for Women in Business. In 2015 and 2017, she was recognized as a “Woman Worth Watching” by Profiles in Diversity Journal.

Since JND’s launch, Ms. Keough has also been featured in numerous news sources. In 2019, she was highlighted in an Authority Magazine article, “5 Things I wish someone told me before I became a CEO,” and a Moneyish article, “This is exactly how rampant ‘imposter syndrome’ is in the workforce.” In 2018, she was featured in several Fierce CEO articles, “JND Legal Administration CEO Jennifer Keough aids law firms in complicated settlements,” “Special Report—Women CEOs offer advice on defying preconceptions and blazing a trail to the top,” and “Companies stand out with organizational excellence,” as well as a Puget Sound Business Journal article, “JND Legal CEO Jennifer Keough handles law firms’ big business.” In 2013, Ms. Keough appeared in a CNN article, “What Changes with Women in the Boardroom.”

Prior to forming JND, Ms. Keough was Chief Operating Officer and Executive Vice President for one of the then largest legal administration firms in the country, where she oversaw operations in several offices across the country and was responsible for all large and critical projects. Previously, Ms. Keough worked as a class action business analyst at Perkins Coie, one of the country’s premier defense firms, where she managed complex class action settlements and remediation programs, including the selection, retention, and supervision of legal administration firms. While at Perkins she managed, among other matters, the administration of over \$100 million in the claims-made Weyerhaeuser siding case, one of the largest building product class action settlements ever. In her role, she established a reputation as being fair in her ability to see both sides of a settlement program.

Ms. Keough earned her J.D. from Seattle University. She graduated from Seattle University with a B.A. and M.S.F. with honors.

II

LANDMARK CASES

Jennifer Keough has the distinction of personally overseeing the administration of more large class action programs than any other notice expert in the field. Some of her largest engagements include the following:

1. *Allagas v. BP Solar Int'l, Inc.*

No. 14-cv-00560 (N.D. Cal.)

Ms. Keough was appointed by the United States District Court for the Northern District of California as the Independent Claims Administrator (“ICA”) supervising the notice and administration of this complex settlement involving inspection, remediation, and replacement of solar panels on homes and businesses throughout California and other parts of the United States. Ms. Keough and her team devised the administration protocol and built a network of inspectors and contractors to perform the various inspections and other work needed to assist claimants. She also built a program that included a team of operators to answer claimant questions, a fully interactive dedicated website with online claim filing capability, and a team trained in the very complex intricacies of solar panel mechanisms. In her role as ICA, Ms. Keough regularly reported to the parties and the Court regarding the progress of the case’s administration. In addition to her role as ICA, Ms. Keough also acted as mediator for those claimants who opted out of the settlement to pursue their claims individually against BP. Honorable Susan Illston, recognized the complexity of the settlement when appointing Ms. Keough the ICA (December 22, 2016):

The complexity, expense and likely duration of the litigation favors the Settlement, which provides meaningful and substantial benefits on a much shorter time frame than otherwise possible and avoids risk to class certification and the Class’s case on the merits...The Court appoints Jennifer Keough of JND Legal Administration to serve as the Independent Claims Administrator (“ICA”) as provided under the Settlement.

2. *Chester v. The TJX Cos.*

No. 15-cv-01437 (C.D. Cal.)

As the notice expert, Ms. Keough proposed a multi-faceted notice plan designed to reach over eight million class members. Where class member information was available, direct notice was sent via email and via postcard when an email was returned as undeliverable or for which there was no email address provided. Additionally, to reach the unknown class members, Ms. Keough's plan included a summary notice in eight publications directed toward the California class and a tear-away notice posted in all TJ Maxx locations in California. The notice effort also included an informational and interactive website with online claim filing and a toll-free number that provided information 24 hours a day. Additionally, associates were available to answer class member questions in both English and Spanish during business hours. Honorable Otis D. Wright, II approved the plan (May 14, 2018):

...the Court finds and determines that the Notice to Class Members was complete and constitutionally sound, because individual notices were mailed and/or emailed to all Class Members whose identities and addresses are reasonably known to the Parties, and Notice was published in accordance with this Court's Preliminary Approval Order, and such notice was the best notice practicable.

3. *Cobell v. Salazar*

No. 96 CV 1285 (TFH) (D. D.C.)

As part of the largest government class action settlement in our nation's history, Ms. Keough worked with the U.S. Government to implement the administration program responsible for identifying and providing notice to the two distinct but overlapping settlement classes. As part of the notice outreach program, Ms. Keough participated in multiple town hall meetings held at Indian reservations located across the country. Due to the efforts of the outreach program, over 80% of all class members were provided notice. Additionally, Ms. Keough played a role in creating the processes for evaluating claims and ensuring the correct distributions were made. Under Ms. Keough's supervision,

the processing team processed over 480,000 claims forms to determine eligibility. Less than one half of one percent of all claim determinations made by the processing team were appealed. Ms. Keough was called upon to testify before the Senate Committee for Indian Affairs, where Senator Jon Tester of Montana praised her work in connection with notice efforts to the American Indian community when he stated: “Oh, wow. Okay... the administrator has done a good job, as your testimony has indicated, [discovering] 80 percent of the whereabouts of the unknown class members.” Additionally, when evaluating the Notice Program, Judge Thomas F. Hogan concluded (July 27, 2011):

...that adequate notice of the Settlement has been provided to members of the Historical Accounting Class and to members of the Trust Administration Class.... Notice met and, in many cases, exceeded the requirements of F.R.C.P. 23(c)(2) for classes certified under F.R.C.P. 23(b)(1), (b)(2) and (b)(3). The best notice practicable has been provided class members, including individual notice where members could be identified through reasonable effort. The contents of that notice are stated in plain, easily understood language and satisfy all requirements of F.R.C.P. 23(c)(2)(B).

4. FTC v. Reckitt Benckiser Grp. PLC

No. 19CV00028 (W.D. Va.)

Ms. Keough and her team designed a multi-faceted notice program for this \$50 million settlement resolving charges by the FTC that Reckitt Benckiser Group PLC violated antitrust laws by thwarting lower-priced generic competition to its branded drug Suboxone.

The plan reached 80% of potential claimants nationwide, and a more narrowed effort extended reach to specific areas and targets. The nationwide effort utilized a mix of digital, print, and radio broadcast through Sirius XM. Extended efforts included local radio in areas defined as key opioid markets and an outreach effort to medical professionals approved to prescribe Suboxone in the U.S., as well as to substance abuse centers; drug abuse and addiction info and treatment centers; and addiction treatment centers nationwide.

5. *Gulf Coast Claims Facility (GCCF)*

The GCCF was one of the largest claims processing facilities in U.S. history and was responsible for resolving the claims of both individuals and businesses relating to the Deepwater Horizon oil spill. The GCCF, which Ms. Keough helped develop, processed over one million claims and distributed more than \$6 billion within the first year-and-a-half of its existence. As part of the GCCF, Ms. Keough and her team coordinated a large notice outreach program which included publication in multiple journals and magazines in the Gulf Coast area. She also established a call center staffed by individuals fluent in Spanish, Vietnamese, Laotian, Khmer, French, and Croatian.

6. *Health Republic Ins. Co. v. United States*

No. 16-259C (F.C.C.)

For this \$1.9 billion settlement, Ms. Keough and her team used a tailored and effective approach of notifying class members via Federal Express mail and email. Opt-in notice packets were sent via Federal Express to each potential class member, as well as the respective CEO, CFO, General Counsel, and person responsible for risk corridors receivables, when known. A Federal Express return label was also provided for opt-in returns. Notice Packets were also sent via electronic-mail. The informational and interactive case-specific website posted the notices and other important Court documents and allowed potential class members to file their opt-in form electronically.

7. *In re Air Cargo Shipping Servs. Antitrust Litig.*

No. 06-md-1775 (JG) (VVP) (E.D.N.Y.)

This antitrust settlement involved five separate settlements. As a result, many class members were affected by more than one of the settlements, Ms. Keough constructed the notice and claims programs for each settlement in a manner which allowed affected class members the ability to compare the claims data. Each claims administration program included claims processing, review of supporting evidence, and a deficiency notification process. The deficiency

notification process included mailing of deficiency letters, making follow-up phone calls, and sending emails to class members to help them complete their claim. To ensure accuracy throughout the claims process for each of the settlements, Ms. Keough created a process which audited many of the claims that were eligible for payment.

8. *In re Blue Cross Blue Shield Antitrust Litig.*

Master File No.: 13-CV-20000-RDP (N.D. Ala.)

JND was appointed as the notice and claims administrator in the \$2.67 billion Blue Cross Blue Shield proposed settlement. To notify class members, we mailed over 100 million postcard notices, sent hundreds of millions of email notices and reminders, and placed notice via print, television, radio, internet, and more. The call center was staffed with 250 agents during the peak of the notice program. More than eight million claims were received. In approving the notice plan designed by Jennifer Keough and her team, United States District Court Judge R. David Proctor, wrote:

After a competitive bidding process, Settlement Class Counsel retained JND Legal Administration LLC (“JND”) to serve as Notice and Claims Administrator for the settlement. JND has a proven track record and extensive experience in large, complex matters... JND has prepared a customized Notice Plan in this case. The Notice Plan was designed to provide the best notice practicable, consistent with the latest methods and tools employed in the industry and approved by other courts...The court finds that the proposed Notice Plan is appropriate in both form and content and is due to be approved.

9. *In re Classmates.com*

No. C09-45RAJ (W.D. Wash.)

Ms. Keough managed a team that provided email notice to over 50 million users with an estimated success rate of 89%. When an email was returned as undeliverable, it was re-sent up to three times in an attempt to provide notice to the entire class. Additionally, Ms. Keough implemented a claims administration

program which received over 699,000 claim forms and maintained three email addresses in which to receive objections, exclusions, and claim form requests. The Court approved the program when it stated:

The Court finds that the form of electronic notice... together with the published notice in the Wall Street Journal, was the best practicable notice under the circumstances and was as likely as any other form of notice to apprise potential Settlement Class members of the Settlement Agreement and their rights to opt out and to object. The Court further finds that such notice was reasonable, that it constitutes adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of Due Process...

10. *In re Equifax Inc. Customer Data Sec. Breach Litig.*

No. 17-md-2800-TWT (N.D. Ga.)

JND was appointed settlement administrator, under Ms. Keough's direction, for this complex data breach settlement valued at \$1.3 billion with a class of 147 million individuals nationwide. Ms. Keough and her team oversaw all aspects of claims administration, including the development of the case website which provided notice in seven languages and allowed for online claim submissions. In the first week alone, over 10 million claims were filed. Overall, the website received more than 200 million hits and the Contact Center handled well over 100,000 operator calls. Ms. Keough and her team also worked closely with the Notice Provider to ensure that each element of the media campaign was executed in the time and manner as set forth in the Notice Plan.

Approving the settlement on January 13, 2020, Judge Thomas W. Thrash, Jr. acknowledged JND's outstanding efforts:

JND transmitted the initial email notice to 104,815,404 million class members beginning on August 7, 2019. (App. 4, ¶¶ 53-54). JND later sent a supplemental email notice to the 91,167,239 class members who had not yet opted out, filed a claim, or unsubscribed from the initial email notice. (Id., ¶¶ 55-56). The notice plan also provides for JND to perform two additional supplemental email notice campaigns. (Id., ¶ 57)...JND has also developed

specialized tools to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). As a result, class members have the opportunity to file a claim easily and have that claim adjudicated fairly and efficiently...The claims administrator, JND, is highly experienced in administering large class action settlements and judgments, and it has detailed the efforts it has made in administering the settlement, facilitating claims, and ensuring those claims are properly and efficiently handled. (App. 4, ¶¶ 4, 21; see also Doc. 739-6, ¶¶ 2-10). Among other things, JND has developed protocols and a database to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). Additionally, JND has the capacity to handle class member inquiries and claims of this magnitude. (App. 4, ¶¶ 5, 42). This factor, therefore, supports approving the relief provided by this settlement.

11. *In re General Motors LLC Ignition Switch Litig.*

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

GM Ignition Switch Compensation Claims Resolution Facility

Ms. Keough oversaw the creation of a Claims Facility for the submission of injury claims allegedly resulting from the faulty ignition switch. The Claims Facility worked with experts when evaluating the claim forms submitted. First, the Claims Facility reviewed thousands of pages of police reports, medical documentation, and pictures to determine whether a claim met the threshold standards of an eligible claim for further review by the expert. Second, the Claims Facility would inform the expert that a claim was ready for its review. Ms. Keough constructed a database which allowed for a seamless transfer of claim forms and supporting documentation to the expert for further review.

12. *In re General Motors LLC Ignition Switch Litig.*

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

Ms. Keough was appointed the class action settlement administrator for the \$120 million GM Ignition Switch settlement. On April 27, 2020, Honorable

Jesse M. Furman approved the notice program designed by Ms. Keough and her team and the notice documents they drafted with the parties:

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

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

Under Ms. Keough's direction, JND mailed notice to nearly 30 million potential class members.

On December 18, 2020, Honorable Jesse M. Furman granted final approval:

The Court confirms the appointment of Jennifer Keough of JND Legal Administration ("JND") as Class Action Settlement Administrator and directs Ms. Keough to carry out all duties and responsibilities of the Class Action Settlement Administrator as specified in the Settlement Agreement and herein...The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rules of Civil Procedure 23(c)(2)(b) and 23(e), and fully comply with all laws, including 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.

13. In re Mercedes-Benz Emissions Litig.

No. 16-cv-881 (D.N.J.)

JND Legal Administration was appointed as the Settlement Administrator in this \$1.5 billion settlement wherein Daimler AG and its subsidiary Mercedes-Benz USA reached an agreement to settle a consumer class action alleging that the

automotive companies unlawfully misled consumers into purchasing certain diesel type vehicles by misrepresenting the environmental impact of these vehicles during on-road driving. As part of its appointment, the Court approved Jennifer Keough's proposed notice plan and authorized JND Legal Administration to provide notice and claims administration services.

The Court finds that the content, format, and method of disseminating notice, as set forth in the Motion, Declaration of JND Legal Administration, the Class Action Agreement, and the proposed Long Form Notice, Short Form Notice, and Supplemental Notice of Class Benefits (collectively, the "Class Notice Documents") – including direct First Class mailed notice to all known members of the Class deposited in the mail within the later of (a) 15 business days of the Preliminary Approval Order; or (b) 15 business days after a federal district court enters the US-CA Consent Decree – is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B). The Court approves such notice, and hereby directs that such notice be disseminated in the manner set forth in the Class Action Settlement to the Class under Rule 23(e)(1)...JND Legal Administration is hereby appointed as the Settlement Administrator and shall perform all duties of the Settlement Administrator set forth in the Class Action Settlement.

On July 12, 2021, the Court granted final approval of the settlement:

The Court has again reviewed the Class Notice Program and finds that Class Members received the best notice practicable under the circumstances.

14. In re MyFord Touch Consumer Litig.

No. 13-cv-3072 (EMC) (N.D. Cal.)

Ms. Keough was retained as the Notice Expert in this \$17 million automotive settlement. Under her direction, the JND team created a multi-faceted website with a VIN # lookup function that provided thorough data on individual car repair history. To assure all of the data was safeguarded, JND hired a third-party to attempt to hack it, demonstrating our commitment to ensuring the security of all client and claimant data. Their attempts were unsuccessful.

In his December 17, 2019 final approval order Judge Edward M. Chen remarked on the positive reaction that the settlement received:

The Court finds that the Class Notice was the best practicable notice under the circumstances, and has been given to all Settlement Class Members known and reasonably identifiable in full satisfaction of the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process... The Court notes that the reaction of the class was positive: only one person objected to the settlement although, by request of the objector and in the absence of any opposition from the parties, that objection was converted to an opt-out at the hearing.

15. *In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010*

No. 2179 (MDL) (E.D. La.)

Following the closure of the Gulf Coast Claims Facility, the Deepwater Horizon Settlement claims program was created. There were two separate legal settlements that provided for two claims administration programs. One of the programs was for the submission of medical claims and the other was for the submission of economic and property damage claims. Ms. Keough played a key role in the formation of the claims program for the evaluation of economic and property damage claims. Additionally, Ms. Keough built and supervised the back-office mail and processing center in Hammond, Louisiana, which was the hub of the program. The Hammond center was visited several times by Claims Administrator Pat Juneau -- as well as by the District Court Judge and Magistrate -- who described it as a shining star of the program.

16. *In re Stryker Rejuvenate and ABG II Hip Implant Prods. Liab. Litig.*

No. 13-2441 (MDL) (D. Minn.)

Ms. Keough and her team were designated as the escrow agent and claims processor in this \$1 billion settlement designed to compensate eligible U.S. Patients who had surgery to replace their Rejuvenate Modular-Neck and/or ABG II Modular-Neck hip stems prior to November 3, 2014. As the claims processor, Ms. Keough

and her team designed internal procedures to ensure the accurate review of all medical documentation received; designed an interactive website which included online claim filing; and established a toll-free number to allow class members to receive information about the settlement 24 hours a day. Additionally, she oversaw the creation of a deficiency process to ensure claimants were notified of their deficient submission and provided an opportunity to cure. The program also included an auditing procedure designed to detect fraudulent claims and a process for distributing initial and supplemental payments. Approximately 95% of the registered eligible patients enrolled in the settlement program.

17. *In re The Engle Trust Fund*

No. 94-08273 CA 22 (Fla. 11th Jud. Cir. Ct.)

Ms. Keough played a key role in administering this \$600 million landmark case against the country's five largest tobacco companies. Miles A. McGrane, III, Trustee to the Engle Trust Fund recognized Ms. Keough's role when he stated:

The outstanding organizational and administrative skills of Jennifer Keough cannot be overstated. Jennifer was most valuable to me in handling numerous substantive issues in connection with the landmark Engle Trust Fund matter. And, in her communications with affected class members, Jennifer proved to be a caring expert at what she does.

18. *In re Washington Mut. Inc., Sec. Litig.*

No. 08-md-1919 MJP (W.D. Wash.)

Ms. Keough supervised the notice and claims administration for this securities class action, which included three separate settlements with defendants totaling \$208.5 million. In addition to mailing notice to over one million class members, Ms. Keough managed the claims administration program, including the review and processing of claims, notification of claim deficiencies, and distribution. In preparation for the processing of claims, Ms. Keough and her team established a unique database to store the proofs of claim and supporting documentation; trained staff to the particulars of this settlement; created multiple computer

programs for the entry of class member's unique information; and developed a program to calculate the recognized loss amounts pursuant to the plan of allocation. The program was designed to allow proofs of claim to be filed by mail or through an online portal. A deficiency process was established in order to reach out to class members who submitted incomplete proof of claims. The deficiency process involved reaching out to claimants via letters, emails, and telephone calls.

19. *King v. Bumble Trading Inc*

No. 18-cv-06868-NC (N.D. Cal.)

Ms. Keough served as the notice expert in this \$22.5 million settlement that alleged that Bumble's Terms & Conditions failed to notify subscribers nationwide of their legal right to cancel their Boost subscription and obtain a refund within three business days of purchase, and for certain users in California, that Bumble's auto-renewal practices violated California law.

JND received two files of class member data containing over 7.1 million records. Our team analyzed the data to identify duplicates and then we further analyzed the unique records, using programmatic techniques and manual review, to identify accounts that had identical information in an effort to prevent multiple notices being sent to the same class member. Through this process, JND was able to reduce the number of records to less than 6.3 million contacts.

Approving the settlement on December 18, 2020, Judge Nathanael M. Cousins, acknowledged the high success of our notice efforts:

Pursuant to the Court's Preliminary Approval Order, the Court appointed JND Settlement Administrators as the Settlement Administrator... JND sent court-approved Email Notices to millions of class members...Overall, approximately 81% of the Settlement Class Members were successfully sent either an Email or Mailed Notice...JND supplemented these Notices with a Press Release which Global Newswire published on July 18, 2020... In sum, the Court finds that, viewed as a whole, the settlement is sufficiently "fair, adequate, and reasonable" to warrant approval.

20. *Linneman v. Vita-Mix Corp.*

No. 15-cv-748 (S.D. Ohio)

Ms. Keough was hired by Plaintiff Counsel to design a notice program regarding this consumer settlement related to allegedly defective blenders. The Court approved Ms. Keough's plan and designated her as the notice expert for this case. As direct notice to the entire class was impracticable due to the nature of the case, Ms. Keough proposed a multi-faceted notice program. Direct notice was provided by mail or email to those purchasers identified through data obtained from Vita-Mix and third parties, such as retailers, dealers, distributors, or restaurant supply stores. To reach the unknown class members, Ms. Keough oversaw the design of an extensive media plan that included: published notice in *Cooking Light*, *Good Housekeeping*, and *People* magazine and digital notice; placements through Facebook/Instagram, Twitter, and Conversant; and paid search campaign through Google and Bing. In addition, the program included an informational and interactive website where class members could submit claims electronically, and a toll-free number that provided information to class members 24 hours a day. When approving the plan, Honorable Susan J. Dlott stated (May 3, 2018):

JND Legal Administration, previously appointed to supervise and administer the notice process, as well as oversee the administration of the Settlement, appropriately issued notice to the Class as more fully set forth in the Agreement, which included the creation and operation of the Settlement Website and more than 3.8 million mailed or emailed notices to Class Members. As of March 27, 2018, approximately 300,000 claims have been filed by Class Members, further demonstrating the success of the Court-approved notice program.

21. *Loblaw Card Program*

Jennifer Keough was selected by major Canadian retailer Loblaw and its counsel to act as program administrator in its voluntary remediation program. The program was created as a response to a price-fixing scheme perpetrated by some employees of the company involving bread products. The program

offered a \$25 gift card to all adults in Canada who purchased bread products in Loblaw stores between 2002 and 2015. Some 28 million Canadian residents were potential claimants. Ms. Keough and her team: (1) built an interactive website that was capable of withstanding hundreds of millions of “hits” in a short period of time; (2) built, staffed and trained a call center with operators available to take calls twelve hours a day, six days a week; (3) oversaw the vendor in charge of producing and distributing the cards; (4) was in charge of designing and overseeing fraud prevention procedures; and (5) handled myriad other tasks related to this high-profile and complex project.

22. *McWilliams v. City of Long Beach*

No. BC261469 (Cal. Super. Ct.)

Ms. Keough and her team designed and implemented an extensive notice program for the City of Long Beach telephone tax refund settlement. In addition to sending direct notice to all addresses within the City of Long Beach utility billing system and from its GIS provider, and to all registered businesses during the class period, JND implemented a robust media campaign that alone reached 88% of the Class. The media effort included leading English and Spanish magazines and newspapers, a digital effort, local cable television and radio, an internet search campaign, and a press release distributed in both English and Spanish. The 12% claims rate exceeded expectations.

Judge Maren E. Nelson acknowledged the program’s effectiveness in her final approval order on October 30, 2018:

It is estimated that JND’s Media Notice plan reached 88% of the Class and the overall reach of the Notice Program was estimated to be over 90% of the Class. (Keough Decl., at ¶12.). Based upon the notice campaign outlined in the Keough Declaration, it appears that the notice procedure was aimed at reaching as many class members as possible. The Court finds that the notice procedure satisfies due process requirements.

23. *New Orleans Tax Assessor Project*

After Hurricane Katrina, the City of New Orleans began to reappraise properties in the area which caused property values to rise. Thousands of property owners appealed their new property values and the City Council did not have the capacity to handle all the appeals in a timely manner. As a result of the large number of appeals, the City of New Orleans hired Ms. Keough to design a unique database to store each appellant's historical property documentation. Additionally, Ms. Keough designed a facility responsible for scheduling and coordinating meetings between the 5,000 property owners who appealed their property values and real estate agents or appraisers. The database that Ms. Keough designed facilitated the meetings between the property owners and the property appraisers by allowing the property appraisers to review the property owner's documentation before and during the appointment with them.

24. *USC Student Health Ctr. Settlement*

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

JND was approved as the Settlement Administrator in this important \$215 million settlement that provides compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall at the USC Student Health Center during a nearly 30-year period. Ms. Keough and her team designed a notice effort that included: mailed and email notice to potential Class members; digital notices on Facebook, LinkedIn, and Twitter; an internet search effort; notice placements in USC publications/eNewsletters; and a press release. In addition, her team worked with USC staff to ensure notice postings around campus, on USC's website and social media accounts, and in USC alumni communications, among other things. Ms. Keough ensured the establishment of an all-female call center, whose operators were fully trained to handle delicate interactions, with the goal of providing excellent service and assistance to every woman affected. She also worked with the JND staff handling lien resolution for this case. Preliminarily approving the settlement, Honorable Stephen V. Wilson stated (June 12, 2019):

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

25. Williams v. Weyerhaeuser Co.

Civil Action No. 995787 (Cal. Super. Ct.)

This landmark consumer fraud litigation against Weyerhaeuser Co. had over \$100 million in claims paid. The action involved exterior hardboard siding installed on homes and other structures throughout the United States from January 1, 1981 to December 31, 1999 that was alleged to be defective and prematurely fail when exposed to normal weather conditions.

Ms. Keough oversaw the administration efforts of this program, both when she was employed by Perkins Coie, who represented defendants, and later when she joined the administration firm handling the case. The claims program was extensive and went on for nine years, with varying claims deadlines depending on when the class member installed the original Weyerhaeuser siding. The program involved not just payments to class members, but an inspection component where a court-appointed inspector analyzed the particular claimant’s siding to determine the eligibility and award level. Class members received a check for their damages, based upon the total square footage of damaged siding, multiplied by the cost of replacing, or, in some instances, repairing, the siding on their homes. Ms. Keough oversaw the entirety of the program from start to finish.

III.

JUDICIAL RECOGNITION

Courts have favorably recognized Ms. Keough's work as outlined above and by the sampling of judicial comments from JND programs listed below.

1. Judge Edward J. Davila

In re MacBook Keyboard Litig., (May 25, 2023)

No. 18-cv-02813-EDJ (N.D. Cal.):

The Settlement Agreement is being administered by JND Legal Administration ("JND")...the Settlement Administrator provided direct and indirect notice through emails, postcards, and the settlement website, in addition to the press and media coverage the settlement received...the Court finds that the Settlement Class has been provided adequate notice.

2. Honorable David O Carter

Gutierrez, Jr. v. Amplify Energy Corp., (April 24, 2023)

21-cv-01628-DOC-JDE (C.D. Cal.):

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

3. Honorable Joseph C. Spero

Shuman v. Squaretrade Inc., (March 1, 2023)

No. 20-cv-02725-JCS (N.D. Cal.):

As of February 10, 2023, 703,729 Class Members were mailed or emailed at least one Notice that was not returned as undeliverable, representing over 99.76% of the total Class Member population. Supplemental Declaration of Jennifer Keough Regarding Notice Administration (dkt. no. 140-2) (“Keough Supp. Decl.”), ¶ 7. The Court finds that notice was provided in the best practicable manner to class members and fulfills the requirements of due process.

4. Honorable David O Carter

Gutierrez, Jr. v. Amplify Energy Corp., (December 7, 2022)

21-cv-01628-DOC-JDE (C.D. Cal.):

The Court appoints JND Legal Administration as the Settlement Administrator in this Action...The Court approves, as to form and content, the Direct Notices, Long Form Notices, and Email notices substantially in the forms attached as Exhibits B-J to the Declaration of Jennifer Keough In Support of Motion for Preliminary Approval of Class Action Settlement and Direction of Notice (“Keough Declaration”).

5. Honorable Charles R. Breyer

In re Volkswagen “Clean Diesel” Mktg., Sales Practice and Prods. Liab. Litig., (November 9, 2022)

MDL 2672 CRB (N.D. Cal.):

*The Settlement Administrator has also taken the additional step to allow potential class members to submit claims without any documentation on the settlement website, allowing the settlement administrator to seek out the documentation independently (which can often be found without further aid from the class member). *Id.* at 5; Third Keough Decl. (dkt. 8076) ¶ 3. On October 6, 2022, the Settlement Administrator also sent reminder notices to the class members who have not yet submitted a claim, stating that they may file a claim without documentation, and their claim will be verified based on the information they provide. Third Keough Decl.*

¶ 4. In any case, Lochridge’s concerns about the unavailability of documentation have not been borne out by the majority of claimants: According to the Settlement Administrator, of the 122,467 claims submitted, 100,657 have included some form of documentation. *Id.* ¶ 6. Lochridge’s objection on this point is thus overruled... Additionally, the claims process has been unusually successful—as of October 20, 122,467 claim forms have been submitted, covering 22% of the estimated eligible Class vehicles. Third Keough Decl. ¶ 6. This percentage rises to 24% when the Sport+ Class vehicles that have already received a software update (thus guaranteeing their owners a \$250 payment without submission of a claim form) are included. *Id.* This reaction strongly favors approval of the settlement.

6. Honorable Joseph C. Spero

Shuman v. Squaretrade Inc., (October 17, 2022)
No. 20-cv-02725-JCS (N.D. Cal.):

JND Legal Administration is appointed to serve as the Settlement Administrator and is authorized to email and mail the approved Notice to members of the Settlement Class and further administer the Settlement in accordance with the Amended Agreement and this Order.

7. Judge Stephen V. Wilson

LSIMC, LLC v. Am. Gen. Life Ins. Co., (September 21, 2022)
No. 20-cv-11518 (C.D. Cal.):

JND Legal Administration LLC (“JND”) shall be appointed to serve as Class Notice Administrator...

8. Judge Valerie Figueredo

Vida Longevity Fund, LP v. Lincoln Life & Annuity Co. of New York, (August 19, 2022)
No. 19-cv-06004 (S.D.N.Y.):

The Court approves the retention of JND Legal Administration LLC (“JND”) as the Notice Administrator.

9. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (July 15, 2022)
No. 15-md-02670 (S.D. Cal.):

An experienced and well-respected claims administrator, JND Legal Administration LLC (“JND”), administered a comprehensive and robust notice plan to alert Settlement Class Members of the COSI Settlement Agreement...The Notice Plan surpassed the 85% reach goal...The Court recognizes JND’s extensive experience in processing claim especially for millions of claimants...The Court finds due process was satisfied and the Notice Program provided adequate notice to settlement class members in a reasonable manner through all major and common forms of media.

10. Honorable Charles R. Breyer

In re Volkswagen “Clean Diesel” Mktg., Sales Practice and Prods. Liab. Litig., (July 8, 2022)
MDL 2672 CRB (N.D. Cal.):

As applied here, the Court finds that the content, format, and method of disseminating Notice—set forth in the Motion, the Declaration of Jennifer Keough on Settlement Notice Plan, and the Settlement Agreement and Release—is state of the art and satisfies Rule 23(c)(2) and all contemporary notice standards. The Court approves the notice program, and hereby directs that such notice be disseminated in the manner set forth in the proposed Settlement Agreement and Declaration of Jennifer Keough on Settlement Notice Plan to Class Members under Rule 23(e)(1).

11. Judge Fernando M. Olguin

Gupta v. Aeries Software, Inc., (July 7, 2022)
No. 20-cv-00995 (C.D. Cal.):

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

12. Judge Cormac J. Carney

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

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

The Settlement also proposes that JND Legal Administration act as Settlement Administrator and offers a provisional plan for Class Notice...

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

13. Judge David J. Novak

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

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

The Court appoints JND Legal Administration LLC (“JND”), a competent firm, as the Settlement Administrator.

14. Judge Donovan W. Frank

Advance Trust & Life Escrow Serv., LTA v. ReliaStar Life Ins. Co., (June 2, 2022)

No. 18-cv-2863-DWF-ECW (D. Minn.):

The Court approves the retention of JND Legal Administration LLC (“JND”) as the Notice Administrator.

15. Honorable Philip S. Gutierrez

Andrews v. Plains All Am. Pipeline, L.P., (May 25, 2022)

No. 15-cv-04113-PSG-JEM (C.D. Cal.):

Court appoints JND Legal Administration as the Settlement Administrator in this Action...The Court approves, as to form and content, the Mail Notice and the

Publication Notice, substantially in the forms attached as Exhibits D, E, and F to the Declaration of Jennifer Keough In Support of Motion for Preliminary Approval of Class Action Settlement and Direction of Notice (“Keough Declaration”).

16. Judge Victoria A. Roberts

Graham v. Univ. of Michigan, (March 29, 2022)

No. 21-cv-11168-VAR-EAS (E.D. Mich.):

The Court has received and reviewed...the proposed notice plan as described in the Declaration of Jennifer Keough...The Court finds that the foregoing program of Class Notice and the manner of its dissemination is sufficient under the circumstances and is reasonably calculated to apprise the Settlement Class of the pendency of this Action and their right to object to the Settlement. The Court further finds that the Class Notice program is reasonable; that it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and that it meets the requirements of due process and Federal Rule of Civil Procedure 23.

17. Honorable Michael Markman

DC 16 v. Sutter Health, (March 11, 2022)

No. RG15753647 (Cal. Super. Ct.):

The Court approves and appoints JND Legal Administration (“JND”) to serve as the notice provider and directs JND to carry out all duties and responsibilities of providing notice and processing requests for exclusion.

18. Honorable P. Kevin Castel

Hanks v. Lincoln Life & Annuity Co. of New York, (February 23, 2022)

No. 16-cv-6399 PKC (S.D.N.Y.):

The Court appoints JND Legal Administration LLC (“JND”), a competent firm, as the Settlement Administrator...The form and content of the notices, as well as the manner of dissemination described below, meet the requirements of Rule 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

19. Judge David G. Campbell

In re Arizona Theranos, Inc. Litig., (February 2, 2022)
No. 16-cv-2138-DGC (D. Ariz.):

The Court appoints JND Legal Administration (“JND”) to serve as Class Administrator and directs JND to carry out all duties and responsibilities of the Class Administrator as specified in the Notice Plan...This approval includes the proposed methods of providing notice, the proposed forms of notice attached as Exhibits B through D to the Declaration of Jennifer M. Keough (Doc. 445-1 – “Keough Decl.”), and the proposed procedure for class members to opt-out.

20. Judge William M. Conley

Bruzek v. Husky Oil Operations Ltd., (January 31, 2022)
No. 18-cv-00697 (W.D. Wis.):

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

21. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (DPP Class), (January 26, 2022)
No. 15-md-02670 (S.D. Cal.):

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

22. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (January 26, 2022)
No. 15-md-02670 (S.D. Cal.):

Class Counsel retained JND, an experienced notice and claims administrator, to serve as the notice provider and settlement claims administrator. The Court approves and appoints JND as the Claims Administrator. EPPs and JND have

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

23. Judge Alvin K. Hellerstein

Leonard v. John Hancock Life Ins. Co. of NY, (January 10, 2022)
No. 18-CV-04994 (S.D.N.Y.):

The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

24. Honorable Justice Edward Belobaba

Kalra v. Mercedes-Benz Canada Inc., (December 9, 2021)
No. 15-MD-2670 (Ont. Super. Ct.):

THIS COURT ORDERS that JND Legal Administration is hereby appointed the Settlement Administrator to implement and oversee the Notice Program, the Claims Program, the Honorarium Payment to the Class Representative, and the payment of the Levy to the Class Proceedings Fund.

25. Judge Timothy J. Corrigan

Levy v. Dolgencorp, LLC, (December 2, 2021)
No. 20-cv-01037-TJC-MCR (M.D. Fla.):

No Settlement Class Member has objected to the Settlement and only one Settlement Class Member requested exclusion from the Settlement through the opt-out process approved by this Court...The Notice Program was the best notice practicable under

the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice. The Notice Program fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

26. Honorable Nelson S. Roman

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

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

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

27. Honorable James V. Selna

Herrera v. Wells Fargo Bank, N.A., (November 16, 2021)

No. 18-cv-00332-JVS-MRW (C.D. Cal.):

On June 8, 2021, the Court appointed JND Legal Administration (“JND”) as the Claims Administrator... JND mailed notice to approximately 2,678,266 potential Non-Statutory Subclass Members and 119,680 Statutory Subclass Members. *Id.* ¶ 5. 90% of mailings to Non-Statutory Subclass Members were deemed delivered, and 81% of mailings to Statutory Subclass Members were deemed delivered. *Id.* ¶ 9. Follow-up email notices were sent to 1,977,514 potential Non-Statutory Subclass Members and 170,333 Statutory Subclass Members, of which 91% and 89% were deemed delivered, respectively. *Id.* ¶ 12. A digital advertising campaign generated an additional 5,195,027 views. *Id.* ¶ 13...Accordingly, the Court finds that the notice to the Settlement Class was fair, adequate, and reasonable.

28. Judge Mark C. Scarsi

Patrick v. Volkswagen Grp. of Am., Inc., (September 18, 2021)

No. 19-cv-01908-MCS-ADS (C.D. Cal.):

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

29. Judge Morrison C. England, Jr.

Martinelli v. Johnson & Johnson, (September 27, 2021)

No. 15-cv-01733-MCE-DB (E.D. Cal.):

The Court appoints JND, a well-qualified and experienced claims and notice administrator, as the Settlement Administrator.

30. Honorable Nathanael M. Cousins

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

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

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

31. Judge Mark H. Cohen

Pinon v. Mercedes-Benz USA, LLC and Daimler AG, (March 29, 2021)
No. 18-cv-3984 (N.D. Ga.):

The Court finds that the content, format, and method of disseminating the Notice Plan, as set forth in the Motion, the Declaration of the Settlement Administrator (Declaration of Jennifer M. Keough Regarding Proposed Notice Plan) [Doc. 70-7], and the Settlement Agreement, including postcard notice disseminated through direct U.S. Mail to all known Class Members and establishment of a website: (a) constitutes the best notice practicable under the circumstances; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed Settlement Agreement, and their rights under the proposed Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfies all requirements provided Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notices are written in plain language, use simple terminology, and are designated to be readily understandable by the Settlement Class.

32. Honorable Daniel D. Domenico

Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co., (January 29, 2021)
No. 18-cv-01897-DDD-NYW (D. Colo.):

The court approves the form and contents of the Short-Form and Long Form Notices attached as Exhibits A and B, respectively, to the Declaration of Jennifer M. Keough, filed on January 26, 2021...The proposed form and content of the Notices meet the requirements of Federal Rule of Civil Procedure 23(c)(2)(B)...The court approves the retention of JND Legal Administration LLC as the Notice Administrator.

33. Honorable Virginia A. Phillips

Sonner v. Schwabe N. Am., Inc., (January 25, 2021)
No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

Following preliminary approval of the settlement by the Court, the settlement administrator provided notice to the Settlement Class through a digital media

campaign. (Dkt. 203-5). The Notice explains in plain language what the case is about, what the recipient is entitled to, and the options available to the recipient in connection with this case, as well as the consequences of each option. (*Id.*, Ex. E). During the allotted response period, the settlement administrator received no requests for exclusion and just one objection, which was later withdrawn. (Dkt. 203-1, at 11).

Given the low number of objections and the absence of any requests for exclusion, the Class response is favorable overall. Accordingly, this factor also weighs in favor of approval.

34. Honorable R. Gary Klausner

A.B. v. Regents of the Univ. of California, (January 8, 2021)

No. 20-cv-09555-RGK-E (C.D. Cal.):

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

35. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (December 16, 2020)

No. 14-md-02542 (S.D.N.Y.):

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

36. Honorable Laurel Beeler

Sidibe v. Sutter Health, (November 5, 2020)

No. 12-cv-4854-LB (N.D. Cal.):

Class Counsel has retained JND Legal Administration (“JND”), an experienced class notice administration firm, to administer notice to the Class. The Court appoints JND as the Class Notice Administrator. JND shall provide notice of pendency of the class action consistent with the procedures outlined in the Keough Declaration.

37. Judge Carolyn B. Kuhl

Sandoval v. Merlex Stucco Inc., (October 30, 2020)

No. BC619322 (Cal. Super. Ct.):

Additional Class Member class members, and because their names and addresses have not yet been confirmed, will be notified of the pendency of this settlement via the digital media campaign outlined by the Keough/JND Legal declaration...the Court approves the Parties selection of JND Legal as the third-party Claims Administrator.

38. Honorable Louis L. Stanton

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

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

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

39. Judge Steven W. Wilson

Amador v Baca, (August 11, 2020)

No. 10-cv-1649 (C.D. Cal.):

Class Counsel, in conjunction with JND, have also facilitated substantial notice and outreach to the relatively disparate and sometimes difficult to contact class of more than 94,000 individuals, which has resulted in a relatively high claims rate of between 33% and 40%, pending final verification of deficient claims forms. Their conduct both during litigation and after settlement was reached was adequate in all respects, and supports approval of the Settlement Agreement.

40. Judge Stephanie M. Rose

Swinton v. SquareTrade, Inc., (April 14, 2020)

No. 18-CV-00144-SMR-SBJ (S.D. Iowa):

This publication notice appears to have been effective. The digital ads were linked to the Settlement Website, and Google Analytics and other measures indicate that, during the Publication Notice Period, traffic to the Settlement Website was at its peak.

41. Judge Joan B. Gottschall

In re Navistar MaxxForce Engines Mktg., Sales Practices and Prods., (January 3, 2020)

No. 14-cv-10318 (N.D. Ill.):

WHEREAS, the Parties have agreed to use JND Legal Administration (“JND”), an experienced administrator of class action settlements, as the claims administrator for this Settlement and agree that JND has the requisite experience and expertise to serve as claims administrator; The Court appoints JND as the claims administrator for the Settlement.

42. Honorable Steven I. Locke

Donnenfield v. Petro, Inc., (December 4, 2019)

No. 17-cv-02310 (E.D.N.Y.):

WHEREAS, the Parties have agreed to use JND Legal Administration (“JND”), an experienced administrator of class action settlements, as the claims administrator

for this Settlement and agree that JND has the requisite experience and expertise to serve as claims administrator; The Court appoints JND as the claims administrator for the Settlement.

43. Honorable Amy D. Hogue

Trepte v. Bionaire, Inc., (November 5, 2019)

No. BC540110 (Cal. Super. Ct.):

The Court appoints JND Legal Administration as the Class Administrator... The Court finds that the forms of notice to the Settlement Class regarding the pendency of the action and of this settlement, and the methods of giving notice to members of the Settlement Class... constitute the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to all members of the Settlement Class. They comply fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

44. Judge Barbara Jacobs Rothstein

Wright v. Lyft, Inc., (May 29, 2019)

No. 17-cv-23307-MGC 14-cv-00421-BJR (W.D. Wash.):

The Court also finds that the proposed method of distributing relief to the class is effective. JND Legal Administration (“JND”), an experienced claims administrator, undertook a robust notice program that was approved by this Court...

45. Judge J. Walton McLeod

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

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

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

46. Honorable James Donato

In re Resistors Antitrust Litig., (May 2, 2019)

No. 15-cv-03820-JD (N.D. Cal.):

The Court approves as to form and content the proposed notice forms, including the long form notice and summary notice, attached as Exhibits B and D to the Second Supplemental Declaration of Jennifer M. Keough Regarding Proposed Notice Program (ECF No. 534-3). The Court further finds that the proposed plan of notice – including Class Counsel’s agreement at the preliminary approval hearing for the KOA Settlement that direct notice would be effectuated through both U.S. mail and electronic mail to the extent electronic mail addresses can be identified following a reasonable search – and the proposed contents of these notices, meet the requirements of Rule 23 and due process, and are the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court appoints the firm of JND Legal Administration LLC as the Settlement Administrator.

47. Honorable Leigh Martin May

Bankhead v. First Advantage Background Serv. Corp., (April 30, 2019)

No. 17-cv-02910-LMM-CCB (N.D. Ga.):

The Court appoints JND Legal Administration as Settlement Administrator... The Court approves the notice plans for the Class as set forth in the declaration of the JND Legal Administration. The Court finds that class notice fully satisfies the requirements of due process of the Federal Rules of Civil Procedure. The notice plan constitutes the best notice practicable under the circumstances of the Class.

48. Honorable P. Kevin Castel

Hanks v. Lincoln Life & Annuity Co. of New York, (April 23, 2019)

No. 16-cv-6399 PKC (S.D.N.Y.):

The Court approves the form and contents of the Short-Form Notice and Long-Form Notice (collectively, the “Notices”) attached as Exhibits A and B, respectively, to the Declaration of Jennifer M. Keough, filed on April 2, 2019, at Docket No. 120...The form and content of the notices, as well as the manner of dissemination described below, therefore meet the requirements of Rule 23 and due process, constitute

the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto...the Court approves the retention of JND Legal Administration LLC ("JND") as the Notice Administrator.

49. Judge Kathleen M. Daily

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

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

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

50. Honorable Kenneth J. Medel

Huntzinger v. Suunto Oy, (December 14, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

The Court finds that the Class Notice and the Notice Program implemented pursuant to the Settlement Agreement and Preliminary Approval Order constituted the best notice practicable under the circumstances to all persons within the definition of the Class and fully complied with the due process requirement under all applicable statutes and laws and with the California Rules of Court.

51. Honorable Thomas M. Durkin

In re Broiler Chicken Antitrust Litig., (November 16, 2018)

No. 16-cv-8637 (N.D. Ill.):

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

52. Judge Maren E. Nelson

Granados v. Cnty. of Los Angeles, (October 30, 2018)

No. BC361470 (Cal. Super. Ct.):

JND's Media Notice plan is estimated to have reached 83% of the Class. The overall reach of the Notice Program was estimated to be over 90% of the Class. (Keough Decl., at ¶12.). Based upon the notice campaign outlined in the Keough Declaration, it appears that the notice procedure was aimed at reaching as many class members as possible. The Court finds that the notice procedure satisfies due process requirements.

53. Judge Cheryl L. Pollak

Dover v. British Airways, PLC (UK), (October 9, 2018)

No. 12-cv-5567 (E.D.N.Y.), in response to two objections:

JND Legal Administration was appointed as the Settlement Claims Administrator, responsible for providing the required notices to Class Members and overseeing the claims process, particularly the processing of Cash Claim Forms...the overwhelmingly positive response to the Settlement by the Class Members, reinforces the Court's conclusion that the Settlement is fair, adequate, and reasonable.

54. Judge Edward J. Davila

In re Intuit Data Litig., (October 4, 2018)

No. 15-CV-1778-EJD (N.D. Cal.):

The Court appoints JND Legal Administration ("JND") to serve as the Settlement Administrator...The Court approves the program for disseminating notice to Class Members set forth in the Agreement and Exhibit A thereto (herein, the "Notice Program"). The Court approves the form and content of the proposed forms of notice, in the forms attached as Attachments 1 through 3 to Exhibit A to the Agreement. The Court finds that the proposed forms of notice are clear and readily understandable by Class Members. The Court finds that the Notice Program, including the proposed forms of notice, is reasonable and appropriate and satisfies any applicable due process and other requirements, and is the only notice to the Class Members of the Settlement that is required.

55. Judge Ann D. Montgomery

In re Wholesale Grocery Prod. Antitrust Litig., (November 16, 2017)
No. 9-md-2090 (ADM) (TNL) (D. Minn.):

Notice provider and claims administrator JND Legal Administration LLC provided proof that mailing conformed to the Preliminary Approval Order in a declaration filed contemporaneously with the Motion for Final Approval of Class Settlement. This notice program fully complied with Fed. R. Civ. P. 23, satisfied the requirements of due process, is the best notice practicable under the circumstances, and constituted due and adequate notice to the Class of the Settlement, Final Approval Hearing and other matters referred to in the Notice.

56. Honorable David O. Carter

Hernandez v. Experian Info. Sols., Inc., (April 6, 2018)
No. 05-cv-1070 (C.D. Cal.):

The Court finds, however, that the notice had significant value for the Class, resulting in over 200,000 newly approved claims—a 28% increase in the number of Class members who will receive claimed benefits—not including the almost 100,000 Class members who have visited the CCRA section of the Settlement Website thus far and the further 100,000 estimated visits expected through the end of 2019. (Dkt. 1114-1 at 3, 6). Furthermore, the notice and claims process is being conducted efficiently at a total cost of approximately \$6 million, or \$2.5 million less than the projected 2009 Proposed Settlement notice and claims process, despite intervening increases in postage rates and general inflation. In addition, the Court finds that the notice conducted in connection with the 2009 Proposed Settlement has significant ongoing value to this Class, first in notifying in 2009 over 15 million Class members of their rights under the Fair Credit Reporting Act (the ignorance of which for most Class members was one area on which Class Counsel and White Objectors' counsel were in agreement), and because of the hundreds of thousands of claims submitted in response to that notice, and processed and validated by the claims administrator, which will be honored in this Settlement.

IV.

CASE EXPERIENCE

Ms. Keough has played an important role in hundreds of matters throughout her career. A partial listing of her notice and claims administration case work is provided below.

CASE NAME	CASE NUMBER	LOCATION
<i>Aaland v. Contractors.com and One Planet Ops</i>	19-2-242124 SEA	Wash. Super. Ct.
<i>A.B. v. Regents of the Univ. of California</i>	20-cv-09555-RGK-E	C.D. Cal.
<i>Achziger v. IDS Prop. Cas. Ins.</i>	14-cv-5445	W.D. Wash.
<i>Adair v. Michigan Pain Specialist, PLLC</i>	14-28156-NO	Mich. Cir.
<i>Adkins v. EQT Prod. Co.</i>	10-cv-00037-JPJ-PMS	W.D. Va.
<i>Advance Trust & Life Escrow Serv. LTA, v. N. Am. Co. for Life and Health Ins.</i>	18-CV-00368	S.D. Iowa
<i>Advance Trust & Life Escrow Serv., LTA v. ReliaStar Life Ins. Co.</i>	18-cv-2863-DWF-ECW	D. Minn.
<i>Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.</i>	18-cv-01897-DDD-NYW	D. Colo.
<i>Ahmed v. HSBC Bank USA, NA</i>	15-cv-2057-FMO-SPx	N.D. Ill.
<i>Allagas v. BP Solar Int'l, Inc.</i>	14-cv-00560 (SI)	N.D. Cal.
<i>Allen v. Apache Corp.</i>	22-cv-00063-JAR	E.D. Okla.
<i>Amador v. Baca</i>	10-cv-1649	C.D. Cal.
<i>Amin v. Mercedes-Benz USA, LLC</i>	17-cv-01701-AT	N.D. Ga.
<i>Armstead v. VGW Malta Ltd.</i>	2022-CI-00553	Ky. Cir. Ct.
<i>Andrews v. Plains All Am. Pipeline, L.P.</i>	15-cv-04113-PSG-JEM	C.D. Cal.
<i>Anger v. Accretive Health</i>	14-cv-12864	E.D. Mich.
<i>Arnold v. State Farm Fire and Cas. Co.</i>	17-cv-148-TFM-C	S.D. Ala.
<i>Arthur v. Sallie Mae, Inc.</i>	10-cv-00198-JLR	W.D. Wash.
<i>Atkins v. Nat'l. Gen. Ins. Co.</i>	16-2-04728-4	Wash. Super. Ct.
<i>Atl. Ambulance Corp. v. Cullum & Hitti</i>	MRS-L-264-12	N.J. Super. Ct.
<i>Backer Law Firm, LLC v. Costco Wholesale Corp.</i>	15-cv-327 (SRB)	W.D. Mo.
<i>Baker v. Equity Residential Mgmt., LLC</i>	18-cv-11175	D. Mass.
<i>Bankhead v. First Advantage Background Servs. Corp.</i>	17-cv-02910-LMM-CCB	N.D. Ga.
<i>Barbanell v. One Med. Grp., Inc.</i>	CGC-18-566232	Cal. Super. Ct.
<i>Barrios v. City of Chicago</i>	15-cv-02648	N.D. Ill.

CASE NAME	CASE NUMBER	LOCATION
<i>Beaucage v. Ticketmaster Canada Holdings, ULC</i>	CV-20-00640518-00CP	Ont. Super. Ct.
<i>Belanger v. RoundPoint Mortg. Servicing</i>	17-cv-23307-MGC	S.D. Fla.
<i>Belin v. Health Ins. Innovations, Inc.</i>	19-cv-61430-AHS	S.D. Fla.
<i>Beltran v. InterExchange, Inc.</i>	14-cv-3074	D. Colo.
<i>Benson v. DoubleDown Interactive, LLC</i>	18-cv-00525-RSL	W.D. Wash.
<i>Bland v. Premier Nutrition Corp.</i>	RG19-002714	Cal. Super. Ct.
<i>Blankenship v. HAPO Cmty. Credit Union</i>	19-2-00922-03	Wash. Super. Ct.
<i>Blasi v. United Debt Serv., LLC</i>	14-cv-0083	S.D. Ohio
<i>Bollenbach Enters. Ltd. P'ship. v. Oklahoma Energy Acquisitions</i>	17-cv-134	W.D. Okla.
<i>Boskie v. Backgroundchecks.com</i>	2019CP3200824	S.C. C.P.
<i>Botts v. Johns Hopkins Univ.</i>	20-cv-01335-JRR	D. Md.
<i>Boyd v. RREM Inc., d/b/a Winston</i>	2019-CH-02321	Ill. Cir. Ct.
<i>Bradley v. Honecker Cowling LLP</i>	18-cv-01929-CL	D. Or.
<i>Brasch v. K. Hovnanian Enter. Inc.</i>	30-2013-00649417-CU-CD-CXC	Cal. Super. Ct.
<i>Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co.</i>	20-cv-240-DJN	E.D. Va.
<i>Brna v. Isle of Capri Casinos</i>	17-cv-60144 (FAM)	S.D. Fla.
<i>Bromley v. SXSW LLC</i>	20-cv-439	W.D. Tex.
<i>Browning v. Yahoo!</i>	C04-01463 HRL	N.D. Cal.
<i>Bruzek v. Husky Oil Operations Ltd.</i>	18-cv-00697	W.D. Wis.
<i>Careathers v. Red Bull N. Am., Inc.</i>	13-cv-369 (KPF)	S.D.N.Y.
<i>Carillo v. Wells Fargo Bank, N.A.</i>	18-cv-03095	E.D.N.Y.
<i>Carmack v. Amaya Inc.</i>	16-cv-1884	D.N.J.
<i>Cavallaro v USAA</i>	20-CV-00414-TSB	S.D. Ohio
<i>Cecil v. BP Am. Prod. Co.</i>	16-cv-410 (RAW)	E.D. Okla.
<i>Chapman v. GEICO Cas. Co.</i>	37-2019-00000650-CU-CR-CTL	Cal. Super. Ct.
<i>Chester v. TJX Cos.</i>	15-cv-1437 (ODW) (DTB)	C.D. Cal.
<i>Chieftain Royalty Co. v. BP Am. Prod. Co.</i>	18-cv-00054-JFH-JFJ	N.D. Okla.
<i>Chieftain Royalty Co. v. Marathon Oil Co.</i>	17-cv-334	E.D. Okla.
<i>Chieftain Royalty Co. v. Newfield Exploration Mid-Continent Inc.</i>	17-cv-00336-KEW	E.D. Okla.
<i>Chieftain Royalty Co. v. SM Energy Co.</i>	18-cv-01225-J	W.D. Okla.

CASE NAME	CASE NUMBER	LOCATION
<i>Chieftain Royalty Co. v. XTO Energy, Inc.</i>	11-cv-00029-KEW	E.D. Okla.
<i>Christopher v. Residence Mut. Ins. Co.</i>	CIVDS1711860	Cal. Super. Ct.
<i>City of Los Angeles v. Bankrate, Inc.</i>	14-cv-81323 (DMM)	S.D. Fla.
<i>Cline v Sunoco, Inc.</i>	17-cv-313-JAG	E.D. Okla.
<i>Cline v. TouchTunes Music Corp.</i>	14-CIV-4744 (LAK)	S.D.N.Y.
<i>Cobell v. Salazar</i>	96-cv-1285 (TFH)	D.D.C.
<i>Common Ground Healthcare Coop. v. United States</i>	17-877C	F.C.C.
<i>Cooper Clark Found. v. Oxy USA</i>	2017-CV-000003	D. Kan.
<i>Corker v. Costco Wholesale Corp.</i>	19-cv-00290-RSL	W.D. Wash.
<i>Corona v. Sony Pictures Entm't Inc.</i>	14-CV-09600-RGK-E	C.D. Cal.
<i>Courtney v. Avid Tech., Inc.</i>	13-cv-10686-WGY	D. Mass.
<i>Cowan v. Devon Energy Corp.</i>	22-cv-00220-JAR	E.D. Okla.
<i>DC 16 v. Sutter Health</i>	RG15753647	Cal. Super. Ct.
<i>D'Amario v. Univ. of Tampa</i>	20-cv-03744	S.D.N.Y.
<i>Dahy v. FedEx Ground Package Sys., Inc.</i>	GD-17-015638	C.P. Pa.
<i>Dargoltz v. Fashion Mktng & Merch. Grp.</i>	2021-009781-CA-01	Fla. Cir. Ct.
<i>DASA Inv., Inc. v. EnerVest Operating LLC</i>	18-cv-00083-SPS	E.D. Okla.
<i>Davis v. Carfax, Inc.</i>	CJ-04-1316L	D. Okla.
<i>Davis v. State Farm Ins.</i>	19-cv-466	W.D. Ky.
<i>DeCapua v. Metro. Prop. and Cas. Ins. Co.</i>	18-cv-00590	D.R.I.
<i>DeFrees v. Kirkland and U.S. Aerospace, Inc.</i>	CV 11-04574	C.D. Cal.
<i>Deitrich v. Enerfin Res. I Ltd. P'ship</i>	20-cv-084-KEW	E.D. Okla.
<i>de Lacour v. Colgate-Palmolive Co.</i>	16-cv-8364-KW	S.D.N.Y.
<i>Delkener v. Cottage Health Sys.</i>	30-2016-847934 (CU) (NP) (CXC)	Cal. Super. Ct.
<i>DeMarco v. AvalonBay Communities, Inc.</i>	15-cv-00628-JLL-JAD	D.N.J.
<i>Diel v Salal Credit Union</i>	19-2-10266-7 KNT	Wash. Super. Ct.
<i>Djoric v. Justin Brands, Inc.</i>	BC574927	Cal. Super. Ct.
<i>Doan v. CORT Furniture Rental Corp.</i>	30-2017-00904345-CU-BT-CXC	Cal. Super. Ct.
<i>Doan v. State Farm Gen. Ins. Co.</i>	1-08-cv-129264	Cal. Super. Ct.
<i>Dobbins v. Bank of Am., N.A.</i>	17-cv-00540	D. Md.
<i>Donnenfeld v. Petro, Inc.</i>	17-cv-02310	E.D.N.Y.
<i>Dougherty v. Barrett Bus. Serv., Inc.</i>	17-2-05619-1	Wash. Super. Ct.

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<i>Doughtery v. QuickSIUS, LLC</i>	15-cv-06432-JHS	E.D. Pa.
<i>Dover v. British Airways, PLC (UK)</i>	12-cv-5567	E.D.N.Y.
<i>Dwyer v. Snap Fitness, Inc.</i>	17-cv-00455-MRB	S.D. Ohio
<i>Dye v. Richmond Am. Homes of California, Inc.</i>	30-2013-00649460-CU-CD-CXC	Cal. Super. Ct.
<i>Edwards v. Arkansas Cancer Clinic, P.A.</i>	35CV-18-1171	Ark. Cir. Ct.
<i>Edwards v. Hearst Commc'ns., Inc.</i>	15-cv-9279 (AT) (JLC)	S.D.N.Y.
<i>Elec. Welfare Trust Fund v. United States</i>	19-353C	Fed. Cl.
<i>Engquist v. City of Los Angeles</i>	BC591331	Cal. Super. Ct.
<i>Expedia Hotel Taxes & Fees Litig.</i>	05-2-02060-1 (SEA)	Wash. Super. Ct.
<i>Family Med. Pharmacy LLC v. Impax Labs., Inc.</i>	17-cv-53	S.D. Ala.
<i>Family Med. Pharmacy LLC v. Trxade Grp. Inc.</i>	15-cv-00590-KD-B	S.D. Ala.
<i>Farmer v. Bank of Am.</i>	11-cv-00935-OLG	W.D. Tex.
<i>Farris v. Carlinville Rehab and Health Care Ctr.</i>	2019CH42	Ill. Cir. Ct.
<i>Ferrando v. Zynga Inc.</i>	22-cv-00214-RSL	W.D. Wash.
<i>Fielder v. Mechanics Bank</i>	BC721391	Cal. Super. Ct.
<i>Finerman v. Marriott Ownership Resorts, Inc.</i>	14-cv-1154-J-32MCR	M.D. Fla.
<i>Fishon v. Premier Nutrition Corp.</i>	16-CV-06980-RS	N.D. Cal.
<i>Fitzgerald v. Lime Rock Res.</i>	CJ-2017-31	Okla. Dist. Ct.
<i>Folweiler v. Am. Family Ins. Co.</i>	16-2-16112-0	Wash. Super. Ct.
<i>Fosbrink v. Area Wide Protective, Inc.</i>	17-cv-1154-T-30CPT	M.D. Fla.
<i>Franklin v. Equity Residential</i>	651360/2016	N.Y. Super. Ct.
<i>Frederick v. ExamSoft Worldwide, Inc.</i>	2021L001116	Ill. Cir. Ct.
<i>Frost v. LG Elec. MobileComm U.S.A., Inc.</i>	37-2012-00098755-CU-PL-CTL	Cal. Super. Ct.
<i>FTC v. AT&T Mobility, LLC</i>	14CV4785	N.D. Cal.
<i>FTC v. Consumerinfo.com</i>	SACV05-801 AHS (MLGx)	C.D. Cal.
<i>FTC v. Reckitt Benckiser Grp. PLC</i>	19CV00028	W.D. Va.
<i>Gehrich v. Howe</i>	37-2018-00041295-CU-SL-CTL	N.D. Ga.
<i>Gifford v. Pets Global, Inc.</i>	21-cv-02136-CJC-MRW	C.D. Cal.
<i>Gomez v. Mycles Cycles, Inc.</i>	37-2015-00043311-CU-BT-CTL	Cal. Super. Ct.
<i>Gonzalez v. Banner Bank</i>	20-cv-05151-SAB	E.D. Wash.
<i>Gonzalez-Tzita v. City of Los Angeles</i>	16-cv-00194	C.D. Cal.
<i>Graf v. Orbit Machining Co.</i>	2020CH03280	Ill. Cir. Ct.

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<i>Gragg v. Orange Cab Co.</i>	C12-0576RSL	W.D. Wash.
<i>Graham v. Univ. of Michigan</i>	21-cv-11168-VAR-EAS	E.D. Mich.
<i>Granados v. Cnty. of Los Angeles</i>	BC361470	Cal. Super., Ct.
<i>Gudz v. Jemrock Realty Co., LLC</i>	603555/2009	N.Y. Super. Ct.
<i>Gupta v. Aeries Software, Inc.</i>	20-cv-00995	C.D. Cal.
<i>Gutierrez, Jr. v. Amplify Energy Corp.</i>	21-cv-01628-DOC-JDE	C.D. Cal.
<i>Hahn v. Hanil Dev., Inc.</i>	BC468669	Cal. Super. Ct.
<i>Haines v. Washington Trust Bank</i>	20-2-10459-1	Wash. Super. Ct.
<i>Halperin v. YouFit Health Clubs</i>	18-cv-61722-WPD	S.D. Fla.
<i>Hanks v. Lincoln Life & Annuity Co. of New York</i>	16-cv-6399 PKC	S.D.N.Y.
<i>Harrington v. Wells Fargo Bank NA</i>	19-cv-11180-RGS	D. Mass.
<i>Harris v. Chevron U.S.A., Inc.</i>	15-cv-00094	W.D. Okla.
<i>Hartnett v. Washington Fed., Inc.</i>	21-cv-00888-RSM-MLP	W.D. Wash.
<i>Hawker v. Pekin Ins. Co.</i>	20-cv-00830	S.D. Ohio
<i>Hay Creek Royalties, LLC v Mewbourne Oil Co.</i>	CIV-20-1199-F	W.D. Okla.
<i>Hay Creek Royalties, LLC v. Roan Res. LLC</i>	19-cv-00177-CVE-JFJ	N.D. Okla.
<i>Health Republic Ins. Co. v. United States</i>	16-259C	F.C.C.
<i>Heathcote v. SpinX Games Ltd.</i>	20-cv-01310	W.D. Wis.
<i>Henry Price Trust v Plains Mktg</i>	19-cv-00390-RAW	E.D. Okla.
<i>Hernandez v. Experian Info. Sols., Inc.</i>	05-cv-1070 (DOC) (MLGx)	C.D. Cal.
<i>Hernandez v. Wells Fargo Bank, N.A.</i>	18-cv-07354	N.D. Cal.
<i>Herrera v. Wells Fargo Bank, N.A.</i>	18-cv-00332-JVS-MRW	C.D. Cal.
<i>Hicks v. State Farm Fire and Cas. Co.</i>	14-cv-00053-HRW-MAS	E.D. Ky.
<i>Hill v. Valli Produce of Evanston</i>	2019CH13196	Ill. Cir. Ct.
<i>Hill-Green v. Experian Info. Solutions, Inc.</i>	19-cv-708-MHL	E.D. Va.
<i>Holmes v. LM Ins. Corp.</i>	19-cv-00466	M.D. Tenn.
<i>Holt v. Murphy Oil USA, Inc.</i>	17-cv-911	N.D. Fla.
<i>Hoog v. PetroQuest Energy, L.L.C.</i>	16-cv-00463-KEW	E.D. Okla.
<i>Horton v. Cavalry Portfolio Serv., LLC and Krejci v. Cavalry Portfolio Serv., LLC</i>	13-cv-0307-JAH-WVG and 16-cv-00211-JAH-WVG	C.D. Cal.
<i>Howell v. Checkr, Inc.</i>	17-cv-4305	N.D. Cal.
<i>Hoyte v. Gov't of D.C.</i>	13-cv-00569	D.D.C.

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<i>Hufford v. Maxim Inc.</i>	19-cv-04452-ALC-RWL	S.D.N.Y.
<i>Huntzinger v. Suunto Oy</i>	37-2018-27159 (CU) (BT) (CTL)	Cal. Super. Ct.
<i>In re Air Cargo Shipping Servs. Antitrust Litig.</i>	06-md-1775 (JG) (VVP)	E.D.N.Y.
<i>In re Am. Express Fin. Advisors Sec. Litig.</i>	04 Civ. 1773 (DAB)	S.D.N.Y.
<i>In re AMR Corp. (Am. Airlines Bankr.)</i>	1-15463 (SHL)	S.D.N.Y.
<i>In re Arizona Theranos, Inc. Litig.</i>	16-cv-2138-DGC	D. Ariz.
<i>In re Auction Houses Antitrust Litig.</i>	00-648 (LAK)	S.D.N.Y.
<i>In re AXA Equitable Life Ins. Co. COI Litig.</i>	16-cv-740	S.D.N.Y.
<i>In re Banner Health Data Breach Litig.</i>	16-cv-02696	D. Ariz.
<i>In re Blue Cross Blue Shield Antitrust Litig.</i>	13-CV-20000-RDP	N.D. Ala.
<i>In re Broiler Chicken Antitrust Litig.</i>	16-cv-08637	N.D. Ill.
<i>In re Chaparral Energy, Inc.</i>	20-11947 (MFW)	D. Del. Bankr.
<i>In re Classmates.com</i>	C09-45RAJ	W.D. Wash.
<i>In re Equifax Inc. Customer Data Sec. Breach Litig.</i>	17-md-2800-TWT	N.D. Ga.
<i>In re Farm-raised Salmon and Salmon Prod. Antitrust Litig.</i>	19-cv-21551-CMA	S.D. Fla.
<i>In re General Motors LLC Ignition Switch Litig.</i>	14-md-2543	S.D.N.Y.
<i>In re Glob. Tel*Link Corp. Litig.</i>	14-CV-5275	W.D. Ark.
<i>In re Guess Outlet Store Pricing</i>	JCCP No. 4833	Cal. Super. Ct.
<i>In re Intuit Data Litig.</i>	15-CV-1778-EJD	N.D. Cal.
<i>In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig. (Indirect-Purchasers)</i>	14-md-02542	S.D.N.Y.
<i>In re LIBOR-Based Fin. Instruments Antitrust Litig.</i>	11-md-2262 (NRB)	S.D.N.Y.
<i>In re MacBook Keyboard Litig.</i>	18-cv-02813-EDJ	N.D. Cal.
<i>In re Mercedes-Benz Emissions Litig.</i>	16-cv-881 (KM) (ESK)	D.N.J.
<i>In re MyFord Touch Consumer Litig.</i>	13-cv-3072 (EMC)	N.D. Cal.
<i>In re Navistar MaxxForce Engines Mktg., Sales Practices and Prods. Liab. Litig.</i>	14-cv-10318	N.D. Ill.
<i>In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010</i>	2179 (MDL)	E.D. La.
<i>In re Packaged Seafood Products Antitrust Litig. (DPP and EPP Class)</i>	15-md-02670	S.D. Cal.
<i>In re PHH Lender Placed Ins. Litig.</i>	12-cv-1117 (NLH) (KMW)	D.N.J.
<i>In re Pokémon Go Nuisance Litig.</i>	16-cv-04300	N.D. Cal.

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<i>In re Polyurethane Foam Antitrust Litig.</i>	10-md-196 (JZ)	N.D. Ohio
<i>In re Pre-Filled Propane Tank Antitrust Litig.</i>	14-md-02567	W.D. Mo.
<i>In re Processed Egg Prod. Antitrust Litig.</i>	08-MD-02002	E.D. Pa.
<i>In re Resistors Antitrust Litig.</i>	15-cv-03820-JD	N.D. Cal.
<i>In re Rockwell Med. Inc. Stockholder Derivative Litig.</i>	19-cv-02373	E.D. N.Y.
<i>In re Sheridan Holding Co. I, LLC</i>	20-31884 (DRJ)	Bankr. S.D. Tex.
<i>In re Stryker Rejuvenate and ABG II Hip Implant Prods. Liab. Litig.</i>	13-md-2441	D. Minn.
<i>In re: Subaru Battery Drain Prods. Liab. Litig.</i>	20-cv-03095-JHR-MJS	D.N.J.
<i>In re The Engle Trust Fund</i>	94-08273 CA 22	Fla. 11th Cir. Ct.
<i>In re Unit Petroleum Co.</i>	20-32738 (DRJ)	Bankr. S.D. Tex.
<i>In re Volkswagen "Clean Diesel" Mktg., Sales Practice and Prods. Liab. Litig.</i>	MDL 2672 CRB	N.D. Cal.
<i>In re Washington Mut. Inc. Sec. Litig.</i>	8-md-1919 (MJP)	W.D. Wash.
<i>In re Webloyalty.com, Inc. Mktg. & Sales Practices Litig.</i>	06-11620-JLT	D. Mass.
<i>In re Wholesale Grocery Prod. Antitrust Litig.</i>	9-md-2090 (ADM) (TNL)	D. Minn.
<i>In re Yahoo! Inc. Sec. Litig.</i>	17-cv-373	N.D. Cal.
<i>In the Matter of the Complaint of Dordellas Finance Corp.</i>	22-cv-02153-DOC-JDE	C.D. Cal.
<i>James v. PacifiCorp.</i>	20cv33885	Or. Cir. Ct.
<i>Jerome v. Elan 99, LLC</i>	2018-02263	Tx. Dist. Ct.
<i>Jet Capital Master Fund L.P. v. HRG Grp. Inc.</i>	21-cv-552-jdp	W.D. Wis.
<i>Jeter v. Bullseye Energy, Inc.</i>	12-cv-411 (TCK) (PJC)	N.D. Okla.
<i>Johnson v. Hyundai Capital Am.</i>	BC565263	Cal. Super. Ct.
<i>Johnson v. MGM Holdings, Inc.</i>	17-cv-00541	W.D. Wash.
<i>Johnston v. Camino Natural Res., LLC</i>	19-cv-02742-CMA-SKC	D. Colo.
<i>Jones v. USAA Gen. Indem. Co.</i>	D01CI200009724	D. Neb.
<i>Jordan v. WP Co. LLC, d/b/a The Washington Post</i>	20-cv-05218	N.D. Cal.
<i>Kain v. The Economist Newspaper NA, Inc.</i>	21-cv-11807-MFL-CI	E.D. Mich.
<i>Kalra v. Mercedes-Benz Canada Inc.</i>	CV-16-550271-00CP	Ont. Super. Ct.
<i>Kennedy v. McCarthy</i>	16-cv-2010-CSH	D. Conn.
<i>Kent v. R.L. Vallee, Inc.</i>	617-6-15	D. Vt.

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<i>Kernen v. Casillas Operating LLC</i>	18-cv-00107-JD	W.D. Okla.
<i>Khona v. Subaru of Am., Inc.</i>	19-cv-09323-RMB-AMD	D.N.J.
<i>Kin-Yip Chun v. Fluor Corp.</i>	8-cv-01338-X	N.D. Tex.
<i>King v. Bumble Trading Inc.</i>	18-cv-06868-NC	N.D. Cal.
<i>Kissel v. Code 42 Software Inc.</i>	15-1936 (JLS) (KES)	C.D. Cal.
<i>Kokoszki v. Playboy Enter., Inc.</i>	19-cv-10302	E.D. Mich.
<i>Komesar v. City of Pasadena</i>	BC 677632	Cal. Super. Ct.
<i>Kommer v. Ford Motor Co.</i>	17-cv-00296-LEK-DJS	N.D.N.Y.
<i>Konecky v Allstate</i>	CV-17-10-M-DWM	D. Mont.
<i>Krueger v. Ameriprise Fin., Inc.</i>	11-cv-02781 (SRN/JSM)	D. Minn.
<i>Kunneman Props. LLC v. Marathon Oil Co.</i>	17-cv-00456-GKF-JFJ	N.D. Okla.
<i>Lambert v. Navy Fed. Credit Union</i>	19-cv-00103-LO-MSN	E.D. Va.
<i>Langan v. Johnson & Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Langer v. CME Grp.</i>	2014CH00829	Ill. Cir. Ct.
<i>Larson v. Allina Health Sys.</i>	17-cv-03835	D. Minn.
<i>Lee v. Hertz Corp., Dollar Thrifty Auto. Grp. Inc.</i>	CGC-15-547520	Cal. Super. Ct.
<i>Lee v. PetroQuest Energy, L.L.C.</i>	16-cv-00516-KEW	E.D. Okla.
<i>Leonard v. John Hancock Life Ins. Co. of NY</i>	18-CV-04994	S.D.N.Y.
<i>Lerman v. Apple Inc</i>	15-cv-07381	E.D.N.Y.
<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Linderman v. City of Los Angeles</i>	BC650785	Cal. Super. Ct.
<i>Linneman v. Vita-Mix Corp.</i>	15-cv-748	S.D. Ohio
<i>Liotta v. Wolford Boutiques, LLC</i>	16-cv-4634	N.D. Ga.
<i>Lippert v. Baldwin</i>	10-cv-4603	N.D. Ill.
<i>Lloyd v. CVB Fin. Corp.</i>	10-cv-6256 (CAS)	C.D. Cal.
<i>Loblaw Card Program</i>	Remediation Program	
<i>Loftus v. Outside Integrated Media, LLC</i>	21-cv-11809-MAG-DRG	E.D. Mich.
<i>LSIMC, LLC v. Am. Gen. Life Ins. Co.</i>	20-cv-11518	C.D. Cal.
<i>Mabrey v. Autovest</i>	CGC-18-566617	Cal. Super. Ct.
<i>Macias v. Los Angeles County Dept. of Water and Power</i>	BC594049	Cal. Super. Ct.
<i>Malin v. Ambry Genetics Corp.</i>	30-2018-00994841-CU-SL-CXC	Cal. Super. Ct.

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<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Marical v. Boeing Employees' Credit Union</i>	19-2-20417-6	Wash. Super. Ct.
<i>Markson v. CRST Int'l, Inc.</i>	17-cv-01261-SB (SPx)	C.D. Cal.
<i>Martin v. Lindenwood Univ.</i>	20-cv-01128	E.D. Mo.
<i>Martinelli v. Johnson & Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McCall v. Hercules Corp.</i>	66810/2021	N.Y. Super. Ct.
<i>McClellan v. Chase Home Fin.</i>	12-cv-01331-JGB-JEM	C.D. Cal.
<i>McClintock v. Continuum Producer Serv., LLC</i>	17-cv-00259-JAG	E.D. Okla.
<i>McClintock v Enter.</i>	16-cv-00136-KEW	E.D. Okla.
<i>McGann v. Schnuck Markets Inc.</i>	1322-CC00800	Mo. Cir. Ct.
<i>McGraw v. Geico Gen. Ins. Co.</i>	15-2-07829-7	Wash. Super. Ct.
<i>McKibben v. McMahon</i>	14-2171 (JGB) (SP)	C.D. Cal.
<i>McKnight Realty Co. v. Bravo Arkoma, LLC</i>	17-CIV-308 (KEW); 20-CV-428-KEW	E.D. Okla.
<i>McNeill v. Citation Oil & Gas Corp.</i>	17-CIV-121 (KEW)	E.D. Okla.
<i>McWilliams v. City of Long Beach</i>	BC361469	Cal. Super. Ct.
<i>Messner v. Cambridge Real Estate Servs., Inc.</i>	19CV28815	Or. Cir. Ct.
<i>Metzner v. Quinnipiac Univ.</i>	20-cv-00784	D. Conn.
<i>Mid Is. LP v. Hess Corp.</i>	650911/2013	N.Y. Super. Ct.
<i>Miller Revocable Trust v DCP Operating Co., LP</i>	18-cv-00199-JH	E.D. Okla.
<i>Miller v. Carrington Mortg. Serv., LLC</i>	19-cv-00016-JDL	D. Me.
<i>Miller v. Guenther Mgmt. LLC</i>	20-2-02604-32	Wash. Super. Ct.
<i>Miller v. Mut. of Enumclaw Ins. Co.</i>	19-2-12357-1	Wash. Super. Ct.
<i>Milstead v. Robert Fiance Beauty Sch., Inc.</i>	CAM-L-328-16	N.J. Super. Ct.
<i>Mitchell v Red Bluff Res. Operating, LLC</i>	CJ-2021-323	D. Ok.
<i>Moeller v. Advance Magazine Publishers, Inc.</i>	15-cv-05671 (NRB)	S.D.N.Y.
<i>Mojica v. Securus Techs., Inc.</i>	14-cv-5258	W.D. Ark.
<i>Molnar v. 1-800-Flowers Retail, Inc.</i>	BC 382828	Cal. Super. Ct.
<i>Monteleone v. Nutro Co.</i>	14-cv-00801-ES-JAD	D.N.J.
<i>Moodie v. Maxim HealthCare Servs.</i>	14-cv-03471-FMO-AS	C.D. Cal.
<i>Muir v. Early Warning Servs., LLC</i>	16-cv-00521	D.N.J.
<i>Mylan Pharm., Inc. v. Warner Chilcott Pub. Ltd.</i>	12-3824	E.D. Pa.

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<i>Nasseri v. Cytosport, Inc.</i>	BC439181	Cal. Super. Ct.
<i>Nesbitt v. Postmates, Inc.</i>	CGC-15-547146	Cal. Super. Ct.
<i>New Orleans Tax Assessor Project</i>	Tax Assessment Program	
<i>NMPA Late Fee Program Grps. I-IVA</i>	Remediation Program	CRB
<i>Noble v. Northland</i>	UWY-CV-16-6033559-S	Conn. Super. Ct.
<i>Novoa v. The GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nozzi v. Housing Auth. of the City of Los Angeles</i>	CV 07-0380 PA (FFMx)	C.D. Cal.
<i>Nwabueza v. AT&T</i>	C 09-01529 SI	N.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.
<i>O'Donnell v. Fin. Am. Life Ins. Co.</i>	14-cv-01071	S.D. Ohio
<i>Ostendorf v. Grange Indem. Ins. Co.</i>	19-cv-01147-ALM-KAJ	S.D. Ohio
<i>Paetzold v. Metro. Dist. Comm'n</i>	X07-HHD-CV-18-6090558-S	Conn. Super. Ct.
<i>Palmer v City of Anaheim</i>	30-2017-00938646	Cal. Super. Ct.
<i>Parker v. Time Warner Entm't Co.</i>	239 F.R.D. 318	E.D.N.Y.
<i>Parker v. Universal Pictures</i>	16-cv-1193-CEM-DCI	M.D. Fla.
<i>Patrick v. Volkswagen Grp. of Am., Inc.</i>	19-cv-01908-MCS-ADS	C.D. Cal.
<i>Pauper Petroleum, LLC v. Kaiser-Francis Oil Co.</i>	19-cv-00514-JFH-JFJ	N.D. Okla.
<i>Pemberton v. Nationstar Mortg. LLC</i>	14-cv-1024-BAS (MSB)	S.D. Cal.
<i>Pena v. Wells Fargo Bank</i>	19-cv-04065-MMC-TSH	N.D. Cal.
<i>Perchlak v. Liddle & Liddle</i>	19-cv-09461	C.D. Cal.
<i>Perez v. DIRECTV</i>	16-cv-01440-JLS-DFM	C.D. Cal.
<i>Perez v. Wells Fargo Co.</i>	17-cv-00454-MMC	N.D. Cal.
<i>Peterson v. Apria Healthcare Grp., Inc.</i>	19-cv-00856	M.D. Fla.
<i>Petersen v. Costco Wholesale Co.</i>	13-cv-01292-DOC-JCG	C.D. Cal.
<i>Phillips v. Hobby Lobby Stores, Inc.</i>	18-cv-01645-JHE; 16-cv-837-JHE	N.D. Ala.
<i>Pierce v Anthem Ins. Cos.</i>	15-cv-00562-TWP-TAB	S. D. Ind.
<i>Pine Manor Investors v. FPI Mgmt., Inc.</i>	34-2018-00237315	Cal. Super. Ct.
<i>Pinon v. Mercedes-Benz USA, LLC and Daimler AG</i>	18-cv-3984	N.D. Ga.
<i>Podawiltz v. Swisher Int'l, Inc.</i>	16CV27621	Or. Cir. Ct.
<i>Press v. J. Crew Grp., Inc.</i>	56-2018-512503 (CU) (BT) (VTA)	Cal. Super. Ct.
<i>Pruitt v. Par-A-Dice Hotel Casino</i>	2020-L-000003	Ill. Cir. Ct.
<i>Purcell v. United Propane Gas, Inc.</i>	14-CI-729	Ky. 2nd Cir.

CASE NAME	CASE NUMBER	LOCATION
<i>Quezada v. Arbitersports, LLC</i>	20-cv-05193-TJS	E.D. Pa.
<i>Ramos v. Hopele of Fort Lauderdale, LLC</i>	17-cv-62100	S.D. Fla.
<i>Rayburn v. Santander Consumer USA, Inc.</i>	18-cv-1534	S.D. Ohio
<i>RCC, P.S. v. Unigard Ins. Co.</i>	19-2-17085-9	Wash. Super. Ct.
<i>Reed v. Scientific Games Corp.</i>	18-cv-00565-RSL	W.D. Wash.
<i>Reirdon v. Cimarex Energy Co.</i>	16-CIV-113 (KEW)	E.D. Okla.
<i>Reirdon v. XTO Energy Inc.</i>	16-cv-00087-KEW	E.D. Okla.
<i>Rhea v. Apache Corp.</i>	14-cv-00433-JH	E.D. Okla.
<i>Rice v. Insync</i>	30-2014-00701147-CU-NP-CJC	Cal. Super. Ct.
<i>Rice-Redding v. Nationwide Mut. Ins. Co.</i>	18-cv-01203	N.D. Ga.
<i>Rich v. EOS Fitness Brands, LLC</i>	RIC1508918	Cal. Super. Ct.
<i>Rick Nelson Co. v. Sony Music Ent.</i>	18-cv-08791	S.D.N.Y.
<i>Rocchio v. Rutgers, The State Univ. of New Jersey</i>	MID-L-003039-20	N.J. Super. Ct.
<i>Rollo v. Universal Prop. & Cas. Ins.</i>	2018-027720-CA-01	Fla. Cir. Ct.
<i>Rosado v. Barry Univ., Inc.</i>	20-cv-21813	S.D. Fla.
<i>Rosenberg, D.C., P.A. v. Geico Gen. Ins. Co.</i>	19-cv-61422-CANNON/Hunt	S.D. Fla.
<i>Roth v. GEICO Gen. Ins. Co. and Joffe v. GEICO Indem. Co.</i>	16-cv-62942	S.D. Fla.
<i>Rounds v. FourPoint Energy, LLC</i>	CIV-20-00052-P	W.D. Wis.
<i>Routh v. SEIU Healthcare 775NW</i>	14-cv-00200	W.D. Wash.
<i>Ruppel v. Consumers Union of United States, Inc.</i>	16-cv-2444 (KMK)	S.D.N.Y.
<i>Russett v. Nw. Mut. Life Ins. Co.,</i>	19-cv-07414-KMK	S.D.N.Y.
<i>Saccoccio v. JP Morgan Chase</i>	13-cv-21107	S.D. Fla.
<i>Salgado v. UPMC Jameson</i>	30008-18	C.P. Pa.
<i>Sanders v. Glob. Research Acquisition, LLC</i>	18-cv-00555	M.D. Fla.
<i>Sandoval v. Merlex Stucco Inc.</i>	BC619322	Cal. Super. Ct.
<i>Santa Barbara Channelkeeper v. State Water Res. Control Bd.</i>	37-2020-00005776	Cal. Super. Ct.
<i>Schlesinger v. Ticketmaster</i>	BC304565	Cal. Super. Ct.
<i>Schulte v. Liberty Ins. Corp.</i>	19-cv-00026	S.D. Ohio
<i>Schwartz v. Intimacy in New York, LLC</i>	13-cv-5735 (PGG)	S.D.N.Y.
<i>Seegert v. P.F. Chang's China Bistro</i>	37-2017-00016131-CU-MC-CTL	Cal. Super. Ct.
<i>Shumacher v. Bank of Hope</i>	18STCV02066	Cal. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Sidibe v. Sutter Health</i>	12-cv-4854-LB	N.D. Cal.
<i>Smith v. Pulte Home Corp.</i>	30-2015-00808112-CU-CD-CXC	Cal. Super. Ct.
<i>Soderstrom v. MSP Crossroads Apartments LLC</i>	16-cv-233 (ADM) (KMM)	D. Minn.
<i>Solorio v. Fresno Comty. Hosp.</i>	15CECG03165	Cal. Super. Ct.
<i>Solberg v. Victim Serv., Inc.</i>	14-cv-05266-VC	N.D. Cal.
<i>Sonner v. Schwabe N. Am., Inc.</i>	15-cv-01358 VAP (SPx)	C.D. Cal.
<i>Speed v. JMA Energy Co., LLC</i>	CJ-2016-59	Okla. Dist. Ct.
<i>Staats v. City of Palo Alto</i>	2015-1-CV-284956	Cal. Super. Ct.
<i>Stanley v. Capri Training Ctr.</i>	ESX-L-1182-16	N.J. Super. Ct.
<i>Stanton Lodge No. 177 v. Pekin Ins. Co.</i>	2020-L-001297	Ill. Cir. Ct.
<i>Steele v. PayPal, Inc.</i>	05-CV-01720 (ILG) (VVP)	E.D.N.Y.
<i>Stewart v. Early Warning Serv., LLC</i>	18-cv-3277	D.N.J.
<i>Stier v. PEMCO Mut. Ins. Co.</i>	18-2-08153-5	Wash. Super. Ct.
<i>Stillman v. Clermont York Assocs. LLC</i>	603557/09E	N.Y. Super. Ct.
<i>Strano v. Kiplinger Washington Editors, Inc.</i>	21-cv-12987-TLL-PTM	E.D. Mich.
<i>Strickland v. Carrington Mortg. Servs., LLC</i>	16-cv-25237	S.D. Fla.
<i>Strohm v. Missouri Am. Water Co.</i>	16AE-CV01252	Mo. Cir. Ct.
<i>Stuart v. State Farm Fire & Cas. Co.</i>	14-cv-04001	W.D. Ark.
<i>Sullivan v Wenner Media LLC</i>	16-cv-00960-JTN-ESC	W.D. Mich.
<i>Swafford v. Ovintiv Exploration Inc.</i>	21-cv-00210-SPS	E.D. Okla.
<i>Swetz v. GSK Consumer Health, Inc.</i>	20-cv-04731	S.D.N.Y.
<i>Swinton v. SquareTrade, Inc.</i>	18-CV-00144-SMR-SBJ	S.D. Iowa
<i>Sylvain v. Longwood Auto Acquisitions, Inc.</i>	2021-CA-009091-O	Fla. Cir. Ct.
<i>Terrell v. Costco Wholesale Corp.</i>	16-2-19140-1-SEA	Wash. Super. Ct.
<i>Timberlake v. Fusione, Inc.</i>	BC 616783	Cal. Super. Ct.
<i>Tkachyk v. Traveler's Ins.</i>	16-28-m (DLC)	D. Mont.
<i>T-Mobile Remediation Program</i>	Remediation Program	
<i>Townes, IV v. Trans Union, LLC</i>	04-1488-JJF	D. Del.
<i>Townsend v. G2 Secure Staff</i>	18STCV04429	Cal. Super. Ct.
<i>Trepte v. Bionaire, Inc.</i>	BC540110	Cal. Super. Ct.
<i>Tyus v. Gen. Info. Sols. LLC</i>	2017CP3201389	S.C. C.P.
<i>Udeen v. Subaru of Am., Inc.</i>	10-md-196 (JZ)	D.N.J.

CASE NAME	CASE NUMBER	LOCATION
<i>Underwood v. NGL Energy Partners LP</i>	21-CV-0135-CVE-SH	N.D. Okla.
<i>United States v. City of Austin</i>	14-cv-00533-LY	W.D. Tex.
<i>United States v. City of Chicago</i>	16-c-1969	N.D. Ill.
<i>United States v. Greyhound Lines, Inc.</i>	16-67-RGA	D. Del.
<i>USC Student Health Ctr. Settlement</i>	18-cv-04258-SVW	C.D. Cal.
<i>Van Jacobs v. New World Van Lines, Inc.</i>	2019CH02619	Ill. Cir. Ct.
<i>Vasquez v. Libre by Nexus, Inc.</i>	17-cv-00755-CW	N.D. Cal.
<i>Vassalle v. Midland Funding LLC</i>	11-cv-00096	N.D. Ohio
<i>Vida Longevity Fund, LP v. Lincoln Life & Annuity Co. of New York</i>	19-cv-06004	S.D.N.Y.
<i>Viesse v. Saar's Inc.</i>	17-2-7783-6 (SEA)	Wash. Super. Ct.
<i>Wahl v. Yahoo! Inc.</i>	17-cv-2745 (BLF)	N.D. Cal.
<i>Wake Energy, LLC v. EOG Res., Inc.</i>	20-cv-00183-ABJ	D. Wyo.
<i>Watson v. Checkr, Inc.</i>	19-CV-03396-EMC	N.D. Cal.
<i>Weimar v. Geico Advantage Ins. Co.</i>	19-cv-2698-JTF-tmp	W.D. Tenn.
<i>Weiner v. Ocwen Fin. Corp.</i>	14-cv-02597-MCE-DB	E.D. Cal.
<i>Welsh v. Prop. and Cas. Ins. Co. of Hartford</i>	20-2-05157-3	Wash. Super. Ct.
<i>White Family Minerals, LLC v. EOG Res., Inc.</i>	19-cv-409-KEW	E.D. Okla.
<i>Williams v. Children's Mercy Hosp.</i>	1816-CV 17350	Mo. Cir. Ct.
<i>Williams v. Weyerhaeuser Co.</i>	995787	Cal. Super. Ct.
<i>Wills v. Starbucks Corp.</i>	17-cv-03654	N.D. Ga.
<i>Wilner v. Leopold & Assoc,</i>	15-cv-09374-PED	S.D.N.Y.
<i>Wilson v. Santander Consumer USA, Inc.</i>	20-cv-00152	E.D. Ark.
<i>Wornicki v. Brokerpriceopinion.com, Inc.</i>	13-cv-03258 (PAB) (KMT)	D. Colo.
<i>Wright v. Lyft, Inc.</i>	14-cv-00421-BJR	W.D. Wash.
<i>Wright v. Southern New Hampshire Univ.</i>	20-cv-00609	D.N.H.
<i>Yamagata v. Reckitt Benckiser, LLC</i>	17-cv-03529-CV	N.D. Cal.
<i>Yates v. Checkers</i>	17-cv-09219	N.D. Ill.
<i>Yeske v. Macoupin Energy</i>	2017-L-24	Ill. Cir. Ct.
<i>Z.B. v. Birmingham Cmty. Charter High Sch.</i>	19STCV17092	Cal. Super. Ct.

EXHIBIT B

From: info@HinoUSASettlement.com
To: [Class Member email address]
Subject: Hino Class Action Settlement Notice

Questions?

Visit
www.HinoUSASettlement.com
or Call 1-888-256-6150

**COURT-APPROVED
LEGAL NOTICE**

This is an official,
Court-approved Notice about
a class action settlement.
Please review the important
information below.

Hino USA Settlement
c/o JND Legal Administration
PO Box 91473
Seattle, WA 98111

HINO EMISSIONS CLASS ACTION SETTLEMENT NOTICE

Purchasers and Lessees of certain Hino trucks may qualify for a payment in a \$237.5 million class action settlement.

Estimated payments range from \$1,500 - \$15,000 per Class Truck.

PLEASE REFER TO YOUR UNIQUE ID AND PIN TO FILE A CLAIM

YOUR VIN:	YOUR UNIQUE ID:	YOUR PIN:
XXXXXXXXXXXXXXXXXXXX	<<Unique_ID>>	XXXXXXXXXX

Dear [Class Member Name],

You are receiving this notice because you may be a Settlement Class member in a proposed class action settlement in a lawsuit called *Express Freight International, et al., v. Hino Motors, Ltd., et al.*, No. 1:22-cv-22483 (S.D. Fla.). A list of the Settlement Class Trucks and other important information and case documents is available on the Settlement Website at www.HinoUSASettlement.com.

Settlement Class Members include all persons or entities that purchased or leased a Settlement Class Truck through [date of the Preliminary Approval Order]. Settlement Class Trucks include any on-road vehicle equipped and originally sold or leased in the United States with a Hino engine from engine Model Year 2010 through and including engine Model Year 2019. Eligibility for Settlement Cash Benefits will be determined by VIN, but for illustrative purposes, the Parties expect that the Settlement Class includes most or all of the following Hino trucks:

- Hino 155 (Model Years 2013-2020)
- Hino 195 (Model Years 2013-2020)
- Hino 238 (Model Years 2011-2020)
- Hino 258 (Model Years 2011-2020)
- Hino 268 (Model Years 2011-2020)
- Hino 338 (Model Years 2011-2020)

- Hino XL7 (Model Year 2020)
- Hino XL8 (Model Year 2020)
- Hino L6 (Model Year 2021)
- Hino L7 (Model Year 2021)

The Settlement provides **\$237.5 million** to resolve claims that the emission levels in certain Hino trucks were misrepresented and exceed regulatory limits. Hino denies the claims but has decided to settle. The Court has not decided who is right.

You have been identified as a potential Settlement Class Member. The purpose of this notice is to inform you of the proposed class action settlement so you may decide what to do. Your legal rights under the Settlement are affected even if you do nothing, so please read this notice carefully.

The compensation available for each Settlement Class Truck is likely to range from \$1,500 to \$15,000 per Class Truck, depending on the volume of claims submitted and court-awarded fees and costs. If multiple Settlement Class members submit a valid claim for the same Settlement Class Truck, 60% of the compensation for that Settlement Class Truck will be allocated to the original owner who purchased the truck new, and the remaining 40% will be allocated to or divided evenly among the other Settlement Class member(s).

The Settlement also provides a robust extended warranty that covers various emissions control system components, and further warranty protections if there is an emissions system recall or repair campaign in the next three years. Please visit www.HinoUSASettlement.com for more information.

HOW DO I GET A PAYMENT?

You must submit a claim to receive a settlement payment. The claim form asks for basic information and takes just a few minutes to complete.

To submit your claim online, please click the “File A Claim” link or scan your individual QR code below. You can also visit www.HinoUSASettlement.com and enter your unique ID and PIN. If you would like to submit your claim by mail, you can download and print the claim form on the Settlement Website or call to request a form. The fastest option is to submit your claim online.

You should submit your claim now. Claim forms must be electronically submitted or postmarked no later than **[Deadline]**. This schedule may change, so please visit the Settlement Website regularly for updates.

FILE A CLAIM

HOW DO I SUBMIT MY CLAIM ONLINE?



Visit the Settlement Website at www.HinoUSASettlement.com or scan the QR code above.



Insert your Unique ID and PIN, fill out the claim form and submit.



Under the current schedule, the deadline to file your claim is **[Deadline]**.

You should submit your claim now.

WHAT ARE MY OTHER OPTIONS?

You may object to or exclude yourself from the Settlement by **[Deadline]**.

If you exclude yourself, you will not receive any settlement payments and you will not release any of the claims that this Settlement resolves. If you do not exclude yourself from the Settlement, you will be bound by the Court's orders and judgments like all other Class Members, even if you do not file a claim.

If you wish to object, the Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, no settlement payments will be sent, and the lawsuit will continue. You cannot object if you exclude yourself from the Settlement.

For information on how to object or exclude yourself, visit www.HinoUSASettlement.com.

WHAT HAPPENS NEXT?

The Court will hold a hearing on **[Final Approval Hearing Date]**, to consider whether to grant final approval of the Settlement and award fees and costs to the attorneys representing the class (known as "Settlement Class Counsel"). Settlement Class Counsel will ask the Court to award up to 33.33% of the Settlement Cash Value (*i.e.* up to **\$79,158,750**) to cover reasonable attorneys' fees plus expenses they incurred in litigating this case and securing this settlement. You do not need to attend this hearing, but you are welcome to attend at your own expense. The hearing date may change, so please check the Settlement Website regularly for updates.

Questions? Visit www.HinoUSASettlement.com or Call 1-888-256-6150

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

EXHIBIT C

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

Purchasers and Lessees of certain Hino trucks can claim cash from a \$237.5 million class action settlement. Estimated payments range from \$1,500 - \$15,000 per Class Truck.

You are receiving this notice because records indicate you may qualify.

Questions?

Visit www.HinoUSASettlement.com or
Call 1-888-256-6150

Hino USA Settlement
c/o JND Legal Administration
PO Box 91473
Seattle WA 98111

«Barcode»

Postal Service: Please do not mark barcode

«Full_Name»
«CF_CARE_OF_NAME»
«CF_ADDRESS_1»
«CF_ADDRESS_2»
«CF_CITY», «CF_STATE» «CF_ZIP»
«CF_COUNTRY»

You are receiving this notice because you may be a Settlement Class member in a proposed class action settlement in a lawsuit called *Express Freight International, et al., v. Hino Motors, Ltd., et al.*, No. 1:22-cv-22483 (S.D. Fla.). Settlement Class members include current or former owners/lessees of certain Hino Trucks. A list of the Settlement Class Trucks and other important information and case documents is available on the Settlement Website at www.HinoUSASettlement.com.

The Settlement provides **\$237.5 million** to resolve claims that the emission levels in certain Hino trucks were misrepresented and exceed regulatory limits. Hino denies the claims but has decided to settle. The Court has not decided who is right.

You have been identified as a potential Settlement Class member. The purpose of this notice is to inform you of the proposed class action settlement so you may decide what to do. Your legal rights under the Settlement are affected even if you do nothing, so please read this notice carefully.

The compensation available for each Settlement Class Truck is likely to range from \$1,500 to \$15,000 per Settlement Class Truck, depending on the volume of claims submitted and court-awarded fees and costs. If multiple Settlement Class members submit a valid claim for the same Settlement Class Truck, 60% of the compensation for that Settlement Class Truck will be allocated to the original owner who purchased the truck new, and the remaining 40% will be allocated to or divided evenly among the other Settlement Class member(s).

The Settlement also provides a robust extended warranty that covers various emissions control system components, and further warranty protections if there is an emissions system recall or repair campaign in the next three years. Please visit www.HinoUSASettlement.com for more information.

How do I get a payment?

You must submit a claim to receive a settlement payment. The claim form asks for basic information and takes just a few minutes to complete. To submit your claim online, please scan your individual QR code [above/below] or visit www.HinoUSASettlement.com and enter your unique ID and PIN. You can also download a claim form on the Settlement Website or call to request a form, and submit your claim by mail. The fastest option is to submit your claim online.

You should submit your claim now. Claim forms must be electronically submitted or postmarked no later than **[Deadline]**. This schedule may change, so please visit the Settlement Website regularly for updates.

What are my other options? You may object to or exclude yourself from the Settlement by [**Deadline**]. If you exclude yourself, you will not receive any settlement payments and you will not release any of the claims that this Settlement resolves. If you do not exclude yourself from the Settlement, you will be bound by the Court's orders and judgments like all other Class members, even if you do not file a claim. If you wish to object, the Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, no settlement payments will be sent, and the lawsuit will continue. You cannot object if you exclude yourself from the Settlement. For information on how to object or exclude yourself, visit www.HinoUSASettlement.com.

What happens next? The Court will hold a hearing on [**Final Approval Hearing Date**], to consider whether to grant final approval of the Settlement and award fees and costs to the attorneys representing the class (known as "Settlement Class Counsel"). Settlement Class Counsel will ask the Court to award up to 33.33% of the Settlement Cash Value (*i.e.* up to **\$79,158,750**) to cover reasonable attorneys' fees plus expenses they incurred in litigating this case and securing this Settlement. You do not need to attend this hearing, but you are welcome to attend at your own expense. The hearing date may change, so please check the Settlement Website regularly for updates.

Questions? Visit www.HinoUSASettlement.com, call toll-free 1-888-256-6150, email info@HinoUSASettlement.com, or write Hino USA Settlement, c/o JND Legal Administration, PO Box 91473, Seattle WA 98111.

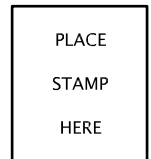
YOUR VIN:	XXXXXXXXXXXXXXXXXXXX
YOUR UNIQUE ID:	<<Unique_ID>>
YOUR PIN:	XXXXXXXX
PLEASE REFER TO YOUR UNIQUE ID AND PIN TO FILE A CLAIM	



Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____



Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

Hino USA Settlement
c/o JND Legal Administration
PO Box 91473
Seattle, WA 98111

EXHIBIT D

728 x 90

LEGAL NOTICE

Hino Emissions Class Action Settlement Fund Totaling \$237.5 Million

Purchasers and Lessees of certain Hino trucks may qualify for a payment. Estimated payments range from \$1,500-\$15,000 per Class Truck.

FILE A CLAIM

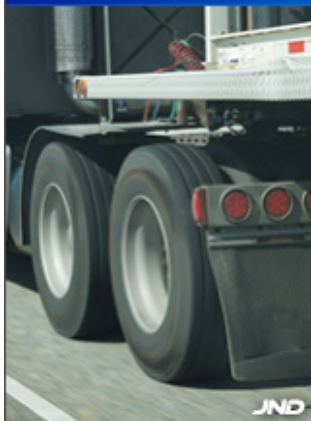
160 x 600

LEGAL NOTICE

Hino Emissions Class Action Settlement Fund Totaling \$237.5 Million

Purchasers and Lessees of certain Hino trucks may qualify for a payment. Estimated payments range from \$1,500-\$15,000 per Class Truck.

FILE A CLAIM



300 x 250

LEGAL NOTICE

Hino Emissions Class Action Settlement Fund Totaling \$237.5 Million

Purchasers and Lessees of certain Hino trucks may qualify for a payment. Estimated payments range from \$1,500-\$15,000 per Class Truck.

FILE A CLAIM

320 x 50

LEGAL NOTICE

Purchasers and Lessees of certain Hino trucks may qualify for a payment. Estimated payments range from \$1,500-\$15,000 per Class Truck.

FILE A CLAIM

Facebook News Feed



Class Action Notice
Sponsored ·   



**Hino Emissions Class Action Settlement
Fund Totaling \$237.5 Million**


Purchasers and Lessees of certain Hino trucks may qualify for a payment. Estimated payments range from \$1,500-\$15,000 per Class Truck.

FILE A CLAIM

hinousasettlement.com **Hino Settlement** [Learn more](#)

 Like  Comment  Share

Facebook Stories



Class Action Notice
Sponsored 

**Hino Emissions Class Action Settlement
Fund Totaling \$237.5 Million**

Purchasers and Lessees of certain Hino trucks may qualify for a payment. Estimated payments range from \$1,500-\$15,000 per Class Truck.

FILE A CLAIM



[Learn more](#)

Instagram Feed



The image shows an Instagram feed post. At the top, the word "Instagram" is written in its signature font. Below it, there is a green megaphone icon followed by the text "Class Action Notice" and "Sponsored". The main image is a close-up of the rear of a white Hino truck, showing the dual rear wheels and the taillight assembly. Below the image, there is a blue banner with white text that reads "Hino Emissions Class Action Settlement Fund Totaling \$237.5 Million". Underneath the banner, there is a paragraph of text: "Purchasers and Lessees of certain Hino trucks may qualify for a payment. Estimated payments range from \$1,500-\$15,000 per Class Truck." Below this text is a red button with white text that says "FILE A CLAIM". At the bottom of the post, there is a white bar with the text "Learn more" and a right-pointing arrow. Below this bar are icons for heart, comment, share, and bookmark.

Instagram Stories



The image shows an Instagram story. At the top, there is a blue header with a green megaphone icon, the text "Class Action Notice", and "Sponsored". Below the header, there is a blue banner with white text that reads "Hino Emissions Class Action Settlement Fund Totaling \$237.5 Million". Underneath the banner, there is a paragraph of text: "Purchasers and Lessees of certain Hino trucks may qualify for a payment. Estimated payments range from \$1,500-\$15,000 per Class Truck." Below this text is a red button with white text that says "FILE A CLAIM". The main image is a close-up of the rear of a white Hino truck, showing the dual rear wheels and the taillight assembly. At the bottom of the story, there is a white button with a blue link icon and the text "LEARN MORE".

EXHIBIT E

Hino Emissions Class Action Settlement Fund Totaling \$237.5 Million

Purchasers and Lessees of certain Hino trucks may qualify for a payment. Estimated payments range from \$1,500-\$15,000 per Class Truck.

YOUR RIGHTS AND OPTIONS

- ▶ File a claim by Month Day, 202X
- ▶ Exclude yourself (“opt out”) from or object to the Settlement by Month Day, 202X
- ▶ Attend the hearing on Month Day, 202X

LEARN MORE

www.HinoUSASettlement.com


888-256-6150



EXHIBIT F

Responsive Search Text Ads

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 www.hinouisettlement.com/


Hino Emissions Settlement - \$237.5 million settlement fund

Owners and lessees of certain Hino trucks can claim cash payments and warranty benefits.

Cash and warranty benefits available to owners and lessees of certain Hino trucks.

[File a Claim](#) - [Important Documents](#)

Sponsored

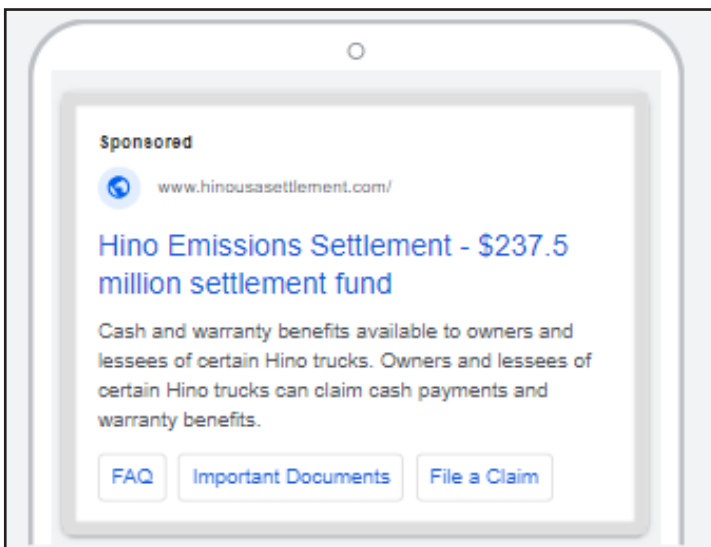
 www.hinouisettlement.com/

Hino Emissions Settlement - \$1,500-\$15,000 per Class Truck


Cash and warranty benefits available to owners and lessees of certain Hino trucks. Owners and

lessees of certain Hino trucks can claim cash payments and warranty benefits.

[File a Claim](#) - [FAQ](#)



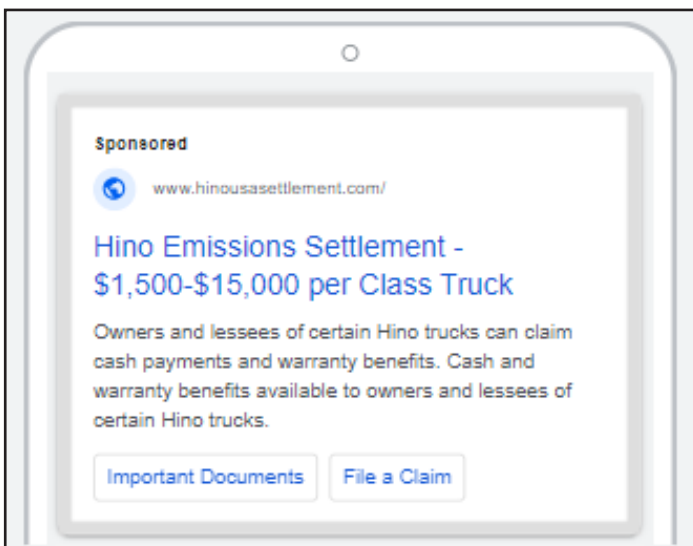
Sponsored

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Hino Emissions Settlement - \$237.5 million settlement fund

Cash and warranty benefits available to owners and lessees of certain Hino trucks. Owners and lessees of certain Hino trucks can claim cash payments and warranty benefits.

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Hino Emissions Settlement - \$1,500-\$15,000 per Class Truck

Owners and lessees of certain Hino trucks can claim cash payments and warranty benefits. Cash and warranty benefits available to owners and lessees of certain Hino trucks.

[Important Documents](#) [File a Claim](#)

EXHIBIT G

Purchasers and Lessees of certain Hino trucks may qualify for a payment in a \$237.5 million class action settlement

Seattle/**DATE**/PR Newswire/

A proposed settlement has been reached in a class action lawsuit called *Express Freight International, et al., v. Hino Motors, Ltd., et al.*, No. 22-cv-22483-Gayles/Torres (S.D. Fla.) (the “Settlement”). This Notice provides a summary of your rights and options.

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

WHAT IS THIS LAWSUIT ABOUT?

Express Freight International, EFI Export & Trading Corp., Marders, and Redlands Office Cleaning Solutions, LLC, (together, “Plaintiffs” or “Settlement Class Representatives”) allege that Hino Motors Ltd., Hino Motors Manufacturing U.S.A., Inc., and Hino Motors Sales U.S.A., Inc. (together, “Defendants” or “Hino”) misrepresented emission levels and exceeded regulatory limits with certain Hino trucks. Defendants deny Plaintiffs’ claims but have decided to settle. The Court has not decided who is right. Instead, the parties have agreed to the Settlement to avoid the costs, risk, and delays associated with continuing this complex and time-consuming litigation.

WHO IS AFFECTED?

The Settlement Class consists of all persons or entities that purchased or leased a Settlement Class Truck, through **[date preliminary approval of the settlement is granted]**. Settlement Class Trucks include any on-road vehicle equipped and originally sold or leased in the United States with a Hino engine from engine Model Year 2010 through and including engine Model Year 2019. A list of Settlement Class Trucks can be found at www.HinoUSASettlement.com. Excluded from the Settlement Class are Defendants’ officers, directors, and employees; Defendants’ affiliates and affiliates’ officers, directors, and employees; Defendants’ distributors and distributors’ officers, directors, and employees; Released Parties; judicial officers and their immediate family members and associated court staff assigned to this case; and all those otherwise in the Settlement Class who or which timely and properly exclude themselves.

WHAT CAN YOU GET FROM THE SETTLEMENT?

If approved, the Settlement will provide compensation and other valuable benefits to Settlement Class Members. These benefits include a **\$237,500,000** Settlement fund to pay Settlement Class Members who submit a valid claim; a robust extended warranty that covers the repair or replacement of various emission control system component parts, including the cost of any diagnostic test leading to the repair; and a New Parts Warranty if there is a government-mandated or government-recommended emissions system recall or repair campaign involving the Settlement Class Trucks in the next three years.

After deducting Settlement Class Counsel Attorneys’ Fees and Costs and Settlement Administration Costs, the remaining Settlement Cash Value will be allocated evenly, on a per-capita basis, among all Settlement Class Trucks for which the Settlement Administrator has received a valid Settlement Claim. **The compensation available for each Settlement Class Truck is likely to range from \$1,500 to \$15,000 per Class Truck, depending on the volume of**

claims submitted and court-awarded fees and costs. If more than one Settlement Class Member submits a valid Settlement Claim for the same Settlement Class Truck, then 60% of the compensation for that Settlement Class Truck will be allocated to the original owner who purchased the truck new, and the remaining 40% will be allocated to or divided evenly among the other Settlement Class Member(s) that submit a valid Settlement Claim for that same truck.

Please visit www.HinoUSAsettlement.com for more information.

HOW DO I GET A PAYMENT?

You must submit a claim to receive a settlement payment. The claim form asks for basic information and takes just a few minutes to complete. To submit your claim online, visit www.HinoUSASettlement.com. If you would like to submit your claim by mail, you can download and print the claim form on the Settlement Website or call to request a form. The fastest option is to submit your claim online.

You should submit your claim now. Claim Forms must be electronically submitted or postmarked no later than **Month x, 2024**. This schedule may change, so please visit the Settlement Website (www.HinoUSASettlement.com) regularly for updates.

WHAT ARE MY OTHER OPTIONS?

You can exclude yourself from the Settlement or object to the Settlement by [**deadline**].

If you exclude yourself, you will not receive any settlement payments and you will not release any of the claims that this Settlement resolves. If you do not exclude yourself from the Settlement, you will be bound by the Court's orders and judgments like all other Class Members, even if you do not file a claim.

If you wish to object, the Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, no settlement payments will be sent, and the lawsuit will continue. You cannot object if you exclude yourself from the Settlement.

For details on how exclude yourself or object, go to www.HinoUSASettlement.com.

WHAT IF I DO NOTHING?

If you do nothing, you will not get a payment from the Settlement, but your Settlement Class Truck will still receive the Extended Warranty and be eligible for the New Parts Warranty. You will also be bound by all terms of the Settlement, which means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the legal issues in this case.

WHAT HAPPENS NEXT?

The Court will hold a hearing to consider whether to grant final approval of the Settlement and award fees and costs to the attorneys representing the Settlement Class (known as "Settlement Class Counsel"). The hearing has not been scheduled yet, but as soon as it is, information will be posted on the Settlement Website (www.HinoUSASettlement.com).

Settlement Class Counsel will ask the Court to award up to 33.33% of the Settlement Cash Value (*i.e.* up to **\$79,158,750**) to cover reasonable attorneys' fees plus expenses they incurred in litigating

this case and securing the Settlement. You do not need to attend this hearing, but you are welcome to attend at your own expense.

HOW DO I GET MORE INFORMATION?

Visit www.HinoUSASettlement.com; call toll-free 1-888-256-6150; email info@HinoUSASettlement.com; or write Hino USA Settlement, c/o JND Legal Administration, PO Box 91473, Seattle WA 98111.

EXHIBIT H

Hino Emissions Class Action Settlement

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

Purchasers and Lessees of certain Hino trucks may qualify for a payment in a \$237.5 million class action settlement.

Estimated payments range from \$1,500 - \$15,000 per Settlement Class Truck.

Hino Motors Ltd., Hino Motors Manufacturing U.S.A., Inc., and Hino Motors Sales U.S.A., Inc. (together, “Defendants” or “Hino”) have agreed to a proposed class action settlement to resolve claims in a class action lawsuit called *Express Freight International, et al., v. Hino Motors, Ltd., et al.*, No. 1:22-cv-22483-Gayles/Torres (S.D. Fla.) (the “Settlement”).¹ The lawsuit alleges that the emission levels in certain Hino trucks were misrepresented and exceed regulatory limits. Defendants deny the claims but have decided to settle. The Court has not decided who is right.

The purpose of this notice is to inform you of the proposed class action settlement so you may decide what to do. Your legal rights under the Settlement are affected even if you do nothing, so please read this notice carefully.

If approved, the Settlement will provide compensation and other valuable benefits to Settlement Class Members. These benefits include:

- A \$237,500,000 Settlement fund to pay Settlement Class Members who submit a valid claim. **The compensation available for each Settlement Class Truck is likely to range from \$1,500 to \$15,000 per Settlement Class Truck, depending on the volume of claims submitted and court-awarded fees and costs.** Please review **Question 4** for details on how cash payments will be allocated if more than one Settlement Class Member submits a valid Settlement Claim for the same Settlement Class Truck;
- A robust extended warranty that covers the repair or replacement of various emission control system component parts, including the cost of any diagnostic test leading to the repair; and
- A New Parts Warranty if there is a government-mandated or government-recommended emissions system recall or repair campaign involving the Settlement Class Trucks in the next three years.

Settlement Class Members include all persons or entities that purchased or leased a Settlement Class Truck, through **[date of the Preliminary Approval Order]**. Settlement Class Trucks include any on-road vehicle equipped and originally sold or leased in the United States with a Hino engine from engine Model Year 2010 through and including engine Model Year 2019.

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

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.HinoUSASettlement.com or call toll-free at 1-888-256-6150

Eligibility for Settlement Cash Benefits will be determined by VIN, but for illustrative purposes, the Parties expect that the Settlement Class includes most or all of the following Hino trucks:

- Hino 155 (Model Years 2013-2020)
- Hino 195 (Model Years 2013-2020)
- Hino 238 (Model Years 2011-2020)
- Hino 258 (Model Years 2011-2020)
- Hino 268 (Model Years 2011-2020)
- Hino 338 (Model Years 2011-2020)
- Hino XL7 (Model Year 2020)
- Hino XL8 (Model Year 2020)
- Hino L6 (Model Year 2021)
- Hino L7 (Model Year 2021)

For their work in securing this Settlement, the attorneys representing the Settlement Class (known as “Settlement Class Counsel”) will request up to 33.33% of the Settlement Cash Value (*i.e.* up to **\$79,158,750**) in attorneys’ fees, plus reasonable costs. If approved by the Court, the attorneys’ fees and costs will be paid out of the Settlement fund.

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

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Questions? Visit www.HinoUSASettlement.com or call toll-free at 1-888-256-6150

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BASIC INFORMATION

1. WHAT IS THIS NOTICE?

The Court overseeing this case authorized this Notice to inform you about a class action settlement in a lawsuit named *Express Freight International, et al., v. Hino Motors, Ltd., et al.*, No. 1:22-cv-22483, which is pending before the Honorable Darrin P. Gayles in the United States District Court for the Southern District of Florida.

Plaintiffs Express Freight International, EFI Export & Trading Corp., Marders, and Redlands Office Cleaning Solutions, LLC (together, “Plaintiffs” or “Settlement Class Representatives”) allege that Defendants took part in schemes to manipulate emissions test results for certain Hino-branded trucks in the United States, which Plaintiffs allege harmed purchasers and lessees of the Settlement Class Trucks.

Defendants deny Plaintiffs’ allegations and all alleged wrongdoing associated with Plaintiffs’ claims. The Court has not decided who is right or wrong. Instead, the Parties have agreed to the Settlement to avoid the costs, risk, and delays associated with continuing this complex and time-consuming litigation.

This Notice summarizes the Settlement and your legal rights and options under it. The deadlines listed in this Notice may be modified, so please check the Settlement Website, www.HinoUSASettlement.com, regularly for updates and further details.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT

PARTICIPATE BY FILING A CLAIM	<p>To obtain compensation under this Settlement, you must submit a valid claim. Please refer to Question 5 for details on how to submit a valid claim.</p> <p>You can submit your claim now. Under the current schedule, claims must be submitted electronically or postmarked by [Month Day], 2024. This schedule may change, so please visit the Settlement Website (www.HinoUSASettlement.com) regularly for updates.</p>
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Questions? Visit www.HinoUSASettlement.com or call toll-free at 1-888-256-6150

REQUEST EXCLUSION	If you wish to exclude yourself from the Settlement, you must submit a request to exclude yourself from, or “opt out” of, the Settlement, by [Month Day], 2024 . If you do so, you will receive no compensation under this Settlement, but you will preserve your rights to sue the Defendants over the claims being resolved by this Settlement. Please refer to Questions 14-17 for further detail.
OBJECT	If you wish to object to the Settlement, you may write to the Court and explain what you dislike about the Settlement. You must submit your objection by [Month Day], 2024 . If you object to the Settlement, you are expressing your views about the Settlement, but you will remain a member of the Settlement Class (if you are otherwise eligible) and you will still release the claims covered by this Settlement. If you make an objection, you must still submit a claim to receive compensation under the Settlement. Please refer to Questions 20 and 21 for further details. If you object to the Settlement as described above, you may ask to speak in Court about the fairness of the Settlement. Please refer to Questions 22-24 for further details.
DO NOTHING	If you do nothing, you will receive no payment in this Settlement and you will give up your right to sue or continue to sue Defendants for the claims in this case.

WHO IS IN THE SETTLEMENT CLASS?

2. AM I PART OF THE SETTLEMENT CLASS?

The Settlement Class consists of all persons or entities that purchased or leased a Settlement Class Truck, through **[date of the Preliminary Approval Order]**. Settlement Class Trucks include any on-road vehicle equipped and originally sold or leased in the United States with a Hino engine from engine Model Year 2010 through and including engine Model Year 2019.

To check whether you have a Settlement Class Truck, please enter your Vehicle Identification Number (“VIN”) in the VIN lookup tool found at www.HinoUSASettlement.com.

Eligibility for Settlement Cash Benefits will be determined by VIN, but for illustrative purposes, the Parties expect that the Settlement Class includes most or all of the following Hino trucks:

- Hino 155 (Model Years 2013-2020)
- Hino 195 (Model Years 2013-2020)
- Hino 238 (Model Years 2011-2020)
- Hino 258 (Model Years 2011-2020)

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Questions? Visit www.HinoUSASettlement.com or call toll-free at 1-888-256-6150

- Hino 268 (Model Years 2011-2020)
- Hino 338 (Model Years 2011-2020)
- Hino XL7 (Model Year 2020)
- Hino XL8 (Model Year 2020)
- Hino L6 (Model Year 2021)
- Hino L7 (Model Year 2021)

Excluded from the Settlement Class are Defendants’ officers, directors, and employees; Defendants’ affiliates and affiliates’ officers, directors, and employees; Defendants’ distributors and distributors’ officers, directors, and employees; Released Parties; judicial officers and their immediate family members and associated court staff assigned to this case; and all those otherwise in the Settlement Class who or which timely and properly exclude themselves from the Settlement Class.

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement, visit www.HinoUSASettlement.com, or call toll-free at 1-888-256-6150.

SETTLEMENT BENEFITS – WHAT SETTLEMENT CLASS MEMBERS GET

3. WHAT DOES THE SETTLEMENT PROVIDE?

If approved, the Settlement will provide compensation and other valuable benefits to Settlement Class Members. These benefits include:

- A \$237,500,000 Settlement fund to pay Settlement Class Members who submit a valid claim. **The compensation available for each Settlement Class Truck is likely to range from \$1,500 to \$15,000 per Settlement Class Truck, depending on the volume of claims submitted and court-awarded fees and costs;**
- A robust extended warranty that covers the repair or replacement of various emission control system component parts, including the cost of any diagnostic test leading to the repair; and
- A New Parts Warranty if there is a government-mandated or government-recommended emissions system recall or repair campaign involving the Settlement Class Trucks in the next three years.

Questions 4-10 below describe these benefits in more detail.

4. HOW MUCH CASH COMPENSATION WILL I RECEIVE IF I FILE A CLAIM?

After deducting Settlement Class Counsel Attorneys’ Fees and Costs (*see* **Question 19**) and Settlement Administration Costs (estimated at approximately \$620,000 to \$825,000), the remaining Settlement Cash Value will be allocated evenly, on a per-capita basis, among all Settlement Class Trucks for which the Settlement Administrator has received a valid Settlement Claim. The compensation

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available for each Settlement Class Truck is likely to range from \$1,500 to \$15,000 per Settlement Class Truck, depending on the volume of claims submitted and court-awarded fees and costs.

If more than one Settlement Class Member submits a valid Settlement Claim for the same Settlement Class Truck, then 60% of the compensation for that Settlement Class Truck will be allocated to the original owner who purchased the truck new, and the remaining 40% will be allocated to or divided evenly among the other Settlement Class Member(s) that submit a valid Settlement Claim for that same truck.

For example, if each Settlement Class Truck is allocated \$2,000 and an original owner, a subsequent owner, and a lessee all submit valid claims for the same truck, the original owner would be allocated \$1,200, and the lessee and subsequent owners would each be allocated \$400.

The Settlement Administrator, in consultation with Settlement Class Counsel and Defendants' Counsel, may adjust the allocation for Settlement Class Members, if any, that owned or leased their Settlement Class Trucks for less than six months.

5. HOW DO I SUBMIT A CLAIM FOR CASH COMPENSATION?

You must timely submit a valid claim to receive a settlement payment. The Claim Form asks for basic information and takes just a few minutes to complete.

To submit your claim online, visit www.HinoUSASettlement.com. If you received a Postcard or Email Notice and provide your Unique ID from that notice, you will not need to provide any documentation when you submit your claim. If you do not have a Unique ID, or if the Settlement Administrator is unable to verify the information in your claim, the Settlement Administrator may request supporting documentation to show your ownership or lease of the vehicle, such as vehicle title, registration, purchase agreement, lease agreement, insurance documentation, or other documentation showing both your name and the Vehicle Identification Number (VIN).

If you would prefer to submit your Claim Form by mail, you can download and print the necessary forms from the Settlement Website or request a hardcopy form to be mailed to you by calling 1-888-256-6150. **For faster claims processing, you should submit your claim online at the website below, rather than by mail.**

If you have questions about what documentation is needed for your claim, visit www.HinoUSASettlement.com or call the Settlement Administrator at 1-888-256-6150.

Submit claims online: www.HinoUSASettlement.com

Submit claims via mail:

Hino USA Settlement
c/o JND Legal Administration
PO Box 91473
Seattle, WA 98111

Submit claims via email: info@HinoUSASettlement.com

6. WHEN WILL I GET MY PAYMENT?

The Settlement Administrator will calculate the payment amount for each timely and valid and complete Settlement Claim, and send out payments after the Settlement's "Effective Date."

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PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.HinoUSASettlement.com or call toll-free at 1-888-256-6150

The “Effective Date” will depend on when the Court enters its order finally approving the Settlement and its Judgment, and whether there is an appeal of the Judgment.

Please check www.HinoUSASettlement.com after the Fairness Hearing (*see* **Questions 22-24**) for information concerning the timing of Settlement payments. The Parties anticipate that the Court will hold its Fairness Hearing in 2024.

7. WHAT DOES THE EXTENDED WARRANTY COVER?

The Extended Warranty covers the cost of all parts and labor needed to repair or replace the components listed below for the corresponding indicated lengths.

#	Part Description	Length of Warranty Coverage
	Diesel Oxidation Catalyst (DOC)	Greater of 5 years from the date that the Court grants final approval of the Settlement, 5 years from the expiration of the standard Hino warranty coverage for the Settlement Class Truck, or 8 years from the date that the Class Truck was first delivered to the original purchaser or lessee.
2.	Selective Catalyst Reduction (SCR) Catalyst	
3.	Exhaust Gas Recirculation (EGR) Valve	
4.	Engine Control Unit (ECU) and Software	Greater of 8 years from the date that the Court grants final approval of the Settlement, 8 years from the expiration of the standard Hino warranty coverage for the Settlement Class Truck, or 10 years from the date that the Class Truck was first delivered to the original purchaser or lessee.
5.	DEF Line Heaters	
6.	DEF System Control Unit (DCU) and Software	
7.	DOC Inlet Temperature Sensor	
8.	DOC Outlet Temperature Sensor	
9.	Diesel Particulate Filter (DPF a.k.a. DPR)	
10.	DPF Outlet Temperature Sensor	
11.	DPF Pressure Sensor – Upstream	
12.	DPF Pressure Sensor – Downstream	
13.	Particulate Matter (PM) Sensor	

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Questions? Visit www.HinoUSASettlement.com or call toll-free at 1-888-256-6150

14.	SCR Inlet Temperature Sensor	
15.	Nitrous Oxide (NOx) Sensor – Upstream	
16.	Nitrous Oxide (NOx) Sensor – Downstream	
17.	All OBD Sensors for the DPF System	
18.	Camshaft Position Sensor	
19.	Coolant Temperature Sensor	
20.	Crankshaft position Sensor	
21.	Intake Air Flow Meter	
22.	Outside Air Temperature Sensor	

The Extended Warranty also covers (i) the cost of any diagnostic tests or OBD Diagnostic Scan for malfunctions that trigger the OBD Malfunction Indicator Light (MIL), regardless of whether the malfunction is attributable to a part that is covered under the Extended Warranty, for the greater of 8 years from the date that the Court grants final approval of the Settlement, 8 years from the expiration of the standard Hino warranty coverage for the Settlement Class Truck, or 10 years from the date that the Class Truck was first delivered to the original purchaser or lessee and (ii) the cost of any diagnostic test leading to a repair covered under this Extended Warranty.

Under the terms of the Extended Warranty, Hino cannot impose any fees or charges (and must pay any fees or charges imposed on consumers by any authorized dealer in accordance with the applicable agreements with such authorized dealers) related to the warranty service.

The Extended Warranty does not revoke or alter any existing warranties that apply to the Settlement Class Trucks. All existing warranty coverage for the Settlement Class Trucks remains in effect.

For further information about the Extended Warranty, please review Exhibit B to the Settlement Agreement, which is available at www.HinoUSASettlement.com.

8. WHAT IS THE NEW PARTS WARRANTY?

If, within three years of the date of the Settlement Agreement, Hino provides a government-mandated or a government-recommended emissions system recall or repair campaign, Hino must provide you with a New Parts Warranty covering any parts repaired, replaced, or modified by the recall or repair.

The New Parts Warranty will last for five years from the date the Settlement Class Truck is repaired under an emissions system recall or repair campaign. Defendants are required to notify you and authorized dealers of the New Parts Warranty in connection with any recall or repair campaign.

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Questions? Visit www.HinoUSASettlement.com or call toll-free at 1-888-256-6150

9. DO THE EXTENDED WARRANTY AND NEW PARTS WARRANTY TRANSFER WITH MY SETTLEMENT CLASS TRUCK?

Yes. The Extended Warranty and New Parts Warranty will transfer with your Settlement Class Truck for the entire duration of the warranty periods.

10. WHAT HAPPENS TO ANY UNCLAIMED FUNDS IN THE SETTLEMENT?

The Settlement is non-reversionary. This means that no amount of the Settlement Cash Value will be returned to Defendants. So, if there are any Settlement funds that remain after paying all eligible claims and other settlement costs, and if it is not feasible and/or economically reasonable to distribute the remaining funds to Settlement Class Members who submitted claims, then the remaining balance shall be distributed “*cy pres*,” which means they are paid to charitable causes that indirectly benefit the Class.

The *cy pres* recipient(s) in this case, if any, is subject to the agreement of the Parties and Court approval. Please check www.HinoUSASettlement.com for updates about any *cy pres* distribution.

UNDERSTANDING THE CLASS ACTION PROCESS

11. WHAT IS A CLASS ACTION?

In a class action, one or more people called “class representatives” sue on behalf of people and/or companies who have similar claims. All these people are a “class” or “class members.” When a class action is settled, the Court resolves the issues in the lawsuit for all class members, except for those who request to be excluded from (or “opt out” of) the class. Opting out means that you will not receive benefits under the Settlement. The opt out process is described in **Questions 14-17** below.

12. WHAT AM I GIVING UP TO REMAIN A MEMBER OF THE CLASS?

If the Settlement becomes final and you do not exclude yourself, you will release Defendants and the Released Parties from liability for all Released Claims and will not be able to sue them about the issues in the lawsuit. Under the Settlement, “Released Claims” are defined as follows:

[A]ny and all Claims based in any way on conduct that occurred prior to the date of the execution of this Agreement that the Settlement Class Representatives or any member of the Settlement Class ever had, now have, or may have in the future, arising out of or in any way relating to the purchase, lease, use, service, repair, or maintenance of any of the Settlement Class Trucks, and also, relating in any way to (a) certification testing, fuel economy, emissions, or OBD monitors; (b) any of the alleged violations of the Clean Air Act, federal regulations, or state laws or regulations cited in the Complaint in this Action; (c) any of the marketing representations identified in the Complaint filed in this Action, including but not limited to the failure to disclose any information about certification testing, fuel economy, emissions, and OBD monitors; (d) any acts or omissions that were raised or could have been raised within the scope of the facts asserted in the Complaint filed in the Action; or (e) any event, matter, dispute, or thing that in whole or in part, directly or indirectly, relates to or arises out of said events specified in (a), (b), (c), or (d) of this paragraph.

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Questions? Visit www.HinoUSASettlement.com or call toll-free at 1-888-256-6150

Under the Settlement, you are not releasing your rights or ability to participate in or pursue remedies in relation to any future buyback or repurchase of any Settlement Class Truck that the Department of Justice, the Environmental Protection Agency, the California Air Resources Board or any other federal or state government entity recommends or orders Defendant(s) to buyback or repurchase for reasons relating to the Released Claims.

The Settlement Agreement at Section 11 describes the Released Claims in necessary legal terminology, so read it carefully. The Settlement Agreement is available at www.HinoUSASettlement.com.

You can talk to one of the lawyers listed in **Question 18** below for free or you can, of course, talk to your own lawyer at your own expense.

13. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will not get a payment from the Settlement, but your Settlement Class Truck will still receive the Extended Warranty and be eligible for the New Parts Warranty. See **Question 5** above for information on how to get a cash payment from the Settlement.

You will also be bound by all terms of the Settlement, which means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the legal issues in this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. HOW DO I GET OUT OF THE SETTLEMENT?

If you do not want to receive benefits from the Settlement and/or you want to retain the right to sue the Defendants about the legal issues in this case, then you must take steps to remove yourself from the Settlement. You may do this by asking to be excluded from the Settlement—sometimes referred to as “opting out.”

To opt out of the Settlement, you must mail or email a letter or other written document to the Settlement Administrator. Your request must include:

- Your name, address, and telephone number;
- The VIN(s) and the dates of your ownership or lease of the Settlement Class Truck(s);
- A statement saying “I wish to exclude myself from the Settlement Class in *Express Freight International, et al. v. Hino Motors, Ltd., et al.*, No. 1:22-cv-22483-Gayles/Torres (S.D. Fla.); and
- Your personal signature (electronic signatures, including DocuSign, are invalid and will not be considered personal signatures).

Opt-out requests that are signed by an attorney but not by the Settlement Class Member are invalid, except in the case of an attorney employed by a Settlement Class Member that is not a natural person signing on behalf of that Settlement Class Member (e.g., in-house counsel for a company).

Your Exclusion Request must be postmarked or emailed no later than [**Month Day**], 2024 to:

Hino USA Settlement – Exclusions

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.HinoUSASettlement.com or call toll-free at 1-888-256-6150

c/o JND Legal Administration
PO Box 91473
Seattle, WA 98111
info@HinoUSASettlement.com

15. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANTS FOR THE SAME THING LATER?

No. If you do not timely submit your request for exclusion or fail to include the required information in your request for exclusion, you will remain a Settlement Class Member and will not be able to sue the Defendants about the claims that the Settlement resolves. If you do not exclude yourself from the Settlement, you will be bound like all other Settlement Class Members by the Court’s orders and judgments in this class action lawsuit, even if you do not file a claim.

16. IF I EXCLUDE MYSELF, CAN I STILL GET A SETTLEMENT PAYMENT?

No. You will not get money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits from the Settlement.

17. IF I EXCLUDE MYSELF, AM I ELIGIBLE FOR THE EXTENDED WARRANTY OR THE NEW PARTS WARRANTY OFFERED AS PART OF THE SETTLEMENT?

No. You will not get the Extended Warranty, or the New Parts Warranty offered through this Settlement.

THE LAWYERS REPRESENTING YOU

18. DO I HAVE A LAWYER IN THE CASE?

Yes. The Court has appointed the law firms of Lief Cabraser Heimann & Bernstein, LLP, Baron & Budd P.C., and Podhurst Orseck, P.A. to represent Settlement Class Members as Settlement Class Counsel. Their contact information is as follows:

David S. Stellings Lief Cabraser Heimann & Bernstein, LLP 250 Hudson Street, 8th Floor New York, NY 10013 Tel.: (212) 355-9500 Email: dstellings@lchb.com	Roland Tellis Baron & Budd, P.C. 15910 Ventura Boulevard, Suite 1600 Encino, CA 91436 Tel.: (818) 839-2333 Email: rtellis@baronbudd.com
Peter Prieto Podhurst Orseck, P.A. SunTrust International Center One S.E. 3rd Avenue, Suite 2300 Miami, FL 33131 Tel.: (305) 358-2800 Email: pprieto@podhurst.com	

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If you want to be represented by your own lawyer, you may hire one at your own expense.

19. HOW WILL THE LAWYERS BE PAID?

Settlement Class Counsel will ask the Court to award up to 33.33% percent of the Settlement Cash Value (*i.e.* up to \$79,158,750) in attorneys' fees, plus reasonable costs, for litigating this case and securing this nationwide Settlement for the Settlement Class.

The Court must approve Settlement Class Counsel's requests for fees and costs before it is paid from the Settlement Cash Value.

Settlement Class Counsel will submit their request by [Month Day], 2024, and that document will be available at www.HinoUSASettlement.com shortly after it is filed with the Court.

Settlement Class Members will have an opportunity to comment on and/or object to the request for attorneys' fees and costs, as explained further in **Question 20**.

Any attorney fee award is ultimately determined by the Court. Please check www.HinoUSASettlement.com regularly for updates regarding their request for attorneys' fees and expenses.

OBJECTING TO THE SETTLEMENT

20. HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT?

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

To comment on or to object to the Settlement or to Settlement Class Counsel's request for attorneys' fees and/or costs, you or your attorney must submit your written objection to the Court with the following information:

To object to the Settlement, you must send a written objection that includes the following:

- The case name (*Express Freight International, et al., v. Hino Motors, Ltd., et al.*);
- Your printed name, address, and telephone number;
- The VIN(s) and the dates of your ownership or lease of the Settlement Class Truck(s);
- A detailed statement of your objection(s), as well as the specific reasons, if any, for each such objection, including all evidence, argument, and legal authority you wish to bring to the Court's attention;
- A statement that you have reviewed the Settlement Class definition and have not opted out of the Settlement Class;
- Dates within 30 days of the objection on which you are available to have your deposition taken; and

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- All other supporting papers, materials, or briefs (if any) you wish the Court to consider when reviewing the objection.

If you object through your own hired lawyer at your own expense, your objection must also include:

- The number of times you have objected to a class action settlement within the five years preceding the date of the objection;
- The case caption of each case in which you have made such objection; and
- A statement of the nature of the objection.

Lawyers asserting an objection(s) on behalf of a Settlement Class Member(s) must:

- File a notice of appearance with the Court by **[Month Day], 2024**;
- File a sworn declaration attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed or file (in camera) a copy of the contract between that lawyer and each such Settlement Class Member and specify the number of times during the prior five-year period that the lawyer or their law firm has objected to a class action settlement;
- Disclose any agreement, formal or informal, with other attorneys or law firms regarding the objection; and
- Comply with the procedures described above.

Your objection, along with any supporting material you wish to submit, must be filed with the Court and delivered to Settlement Class Counsel, Defense Counsel, and the Clerk of the Court at addresses below, by **[Month Day], 2024**.

CLERK OF THE COURT	SETTLEMENT CLASS COUNSEL	DEFENSE COUNSEL
Office of the Clerk United States District Court for the Southern District of Florida 400 North Miami Avenue Miami, FL 33128	David S. Stellings Lief Cabraser Heimann & Bernstein, LLP 250 Hudson Street, 8th Floor New York, NY 10013 Roland Tellis Baron & Budd, P.C. 15910 Ventura Boulevard, Suite 1600 Encino, CA 91436 Peter Prieto Podhurst Orseck, P.A. SunTrust International Center One S.E. 3rd Avenue, Suite 2300 Miami, FL 33131	Andrew Soukup Covington & Burling, LLP One City Center 850 Tenth Street, NW Washington, DC 20001-4956

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21. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO THE SETTLEMENT AND EXCLUDING MYSELF FROM THE SETTLEMENT?

Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefits under the Settlement or release any of the claims resolved by the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

Objecting is telling the Court that you do not like something about the Settlement, the requested fees, and/or costs. You may object only if you stay in the Settlement Class. You do not need to submit a claim to object, but if you make an objection, you must still submit a claim to receive compensation under the Settlement.

THE COURT'S FAIRNESS HEARING

22. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Fairness Hearing on **[Month Day], 2024** at **xx:xx x.m.** EST, in Courtroom 11-1 of the United States District Court for the Southern District of Florida, Miami Division, 400 North Miami Avenue, Miami, Florida 33128.

At the hearing, the Court will consider whether to give final approval to the Settlement and grant Settlement Class Counsel's request for attorneys' fees and costs, as well as reimbursement for Settlement Administration Costs. We do not know how long these decisions will take.

23. DO I HAVE TO COME TO THE HEARING?

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

24. MAY I SPEAK AT THE HEARING?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file with the Court, by **on or before [Month Day], 2024**, a notice of intent to appear at the Fairness Hearing. Your request must include **[Insert Court's Requirements from Preliminary Approval Order]**.

If you do not provide a Notice of Intention to Appear in complete accordance with the deadline and specifications provided above, you may not be allowed to speak or otherwise present any views at the Fairness Hearing.

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GETTING MORE INFORMATION

25. HOW DO I GET MORE INFORMATION?

This Notice summarizes the proposed Settlement. For more information, including important documents related to the Settlement, visit www.HinoUSASettlment.com.

You may also contact the Settlement Administrator for more information by emailing info@HinoUSASettlement.com, calling toll-free at 1-888-256-6150, or writing Hino USA Settlement, c/o JND Legal Administration, PO Box 91473, Seattle, WA 98111.

For definitions of any capitalized terms used in this Notice, please see the Class Action Agreement, available on the Important Documents page of the Settlement Website, www.HinoUSASettlement.com.

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