

EXHIBIT 1

EXECUTION VERSION

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

TONY LUIB, *individually on behalf of
himself and all others similarly situated,*

Plaintiff,

– against –

HENKEL CONSUMER GOODS INC.,

Defendant.

No. 1:17-cv-03021-BMC

CLASS SETTLEMENT AGREEMENT

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CLASS SETTLEMENT AGREEMENT

This Class Settlement Agreement is entered into this 27th day of February, 2019, by and between Plaintiff Tony Luib (“Plaintiff”), on behalf of himself and each of the Settlement Class Members (defined below), on the one hand, and Defendant Henkel Consumer Goods Inc. (“Defendant”) (Defendant together with Henkel Corporation and Henkel U.S. Operations Corporation, “Henkel”), on the other hand (Plaintiff and Henkel are each a “Party” and collectively, the “Parties”).

The Parties intend for the Class Settlement Agreement to fully, finally, and forever resolve, discharge, and settle all released rights and claims, subject to the terms and conditions set forth herein.

I. RECITALS

1.1. On May 19, 2017, Plaintiff commenced the Action by filing a complaint on behalf of himself and a proposed class against Defendant in the United States District Court for the Eastern District of New York (the “Complaint”). The Action was assigned Case Number 1:17-cv-03021-BMC, and is pending before Judge Brian M. Cogan. The Complaint alleges that the “Natural Elements” statements on the labeling, marketing, and advertising of Henkel’s Purex Natural Elements laundry detergent Products (further defined herein) are misleading because the Products include synthetic ingredients. Based on these allegations, Plaintiff asserted the following causes of action: (1) violation of New York General Business Law Section 349 (“GBL § 349”); (2) violation of New York General Business Law Section 350 (“GBL § 350”); (3) violation of the consumer protection laws of 41 states other than New York; (4) breach of express warranty in violation of the laws of all 50 states; (5) breach of implied warranty of merchantability; and (6) breach of implied warranty of fitness for a particular purpose.

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1.2. On August 17, 2017, Defendant filed a letter requesting a pre-motion conference with the Court regarding its planned motion to dismiss the Complaint.

1.3. By minute order entered August 29, 2017, the Court deemed the letter to be the motion to dismiss. On August 29, 2017, Plaintiff filed his letter opposing the motion. On September 7, 2017, Defendant filed a letter informing the Court of relevant case law issued after its motion to dismiss was filed.

1.4. At a hearing held September 13, 2017, the Court *sua sponte* converted Defendant's motion to one for summary judgment and offered Defendant the opportunity to submit factual evidence regarding the composition of the Products to demonstrate the basis for the "Natural Elements" claim. The Court also permitted Plaintiff to request summary judgment in his favor in his opposition to Defendant's motion. *See* Minute Entry and Order entered September 14, 2017.

1.5. On October 11, 2017, Defendant filed its Converted Motion for Summary Judgment. Plaintiff filed his opposition to the Converted Motion for Summary Judgment and requested summary judgment in his favor on November 30, 2017. Defendant filed its Reply in Support of the Converted Motion for Summary Judgment on January 8, 2018.

1.6. On February 5, 2018, the Court denied summary judgment to both Parties, finding that the question of whether a reasonable person would be misled by the Products' "Natural Elements" claim depended on genuine issues of material fact that would have to be resolved by a jury. *See* Dkt. No. 40.

1.7. On June 13, 2018, the Parties mediated the claims in the Action before the Honorable Stephen M. Orlofsky (Ret.). Mediation did not lead to a settlement.

1.8. The Parties have engaged in substantial fact discovery, including the production

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of documents, responses to interrogatories, and responses to requests for admissions. Defendant has produced approximately 12,545 documents (totaling more than 43,400 pages) in response to Plaintiff's discovery requests.

1.9. As discovery progressed, the Parties' counsel conducted further settlement discussions, informed by facts exchanged in discovery. On December 18, 2018, as a result of those discussions, the Parties entered into a Settlement Term Sheet that would resolve all the claims in this Action on behalf of a nationwide class.

1.10. Before entering into this Class Settlement Agreement, Plaintiff's counsel conducted an extensive and thorough examination, investigation, and evaluation of the relevant law, facts, and allegations to assess the merits of the claims, potential claims, and potential defenses asserted in this Action. As part of that investigation, as well as through formal discovery, Plaintiff's counsel obtained documents and other extensive information from Defendant through confidential informal and formal discovery, including information concerning the Products' development, label design, formulation, marketing, sales, and pricing information, as well as survey and marketing study information concerning the Products' purchasers and their purchasing decisions.

1.11. This Class Settlement Agreement is the product of extensive, arms-length, and vigorously contested motion practice, settlement negotiations, and exchange of information through formal and informal means.

1.12. The Action has not been certified as a class action. Subject to the approval of the Court, the Parties agree that a class may be conditionally certified for purposes of this Class Settlement Agreement. Henkel agrees to class certification and class-action treatment of the

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claims asserted in this Action solely for the purpose of compromising and settling those claims on a class basis as set forth in this Class Settlement Agreement.

1.13. Plaintiff, as proposed representative of the Settlement Class Members, believes the claims settled herein have merit. Plaintiff and his counsel recognize, however, the litigation risk involved, including the expense and length of continued proceedings necessary to prosecute the claims through trial and appeal, and they have taken into account those factors, as well as the Action's inherent difficulties and delays. They believe the terms of this Settlement Agreement confer substantial benefits upon the Settlement Class Members. They have evaluated the terms set forth in this Settlement Agreement and have determined them to be fair, reasonable, adequate to resolve their grievances, and in the best interest of the Settlement Class Members.

1.14. Henkel has denied, and continues to deny, that the marketing, advertising, and/or labeling of the Products at issue are in any way false, deceptive, or misleading to consumers, breached any warranty, or otherwise violate any legal requirement. Henkel's willingness to resolve the Action on the terms and conditions embodied in this Class Settlement Agreement is based on, *inter alia*: (i) the time and expense associated with continuing to litigate this Action through trial and any appeals; (ii) the benefits of resolving the Action, including limiting further expense, inconvenience, and distraction, and permitting Henkel to conduct its business without the distractions of continued litigation; and (iii) the uncertainty and risk inherent in any litigation, regardless of legal merit.

1.15. This Class Settlement Agreement, any negotiations, proceedings, or documents related to this Agreement, its implementation, or its judicial approval, cannot be asserted or used by any person to support a contention that class certification is proper or that liability does or does not exist, or for any other reason, in this Action or in any other proceedings, *provided*,

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however, that Settlement Class Members, Class Counsel (as defined below), Henkel, other related persons, and any person or entity that is a beneficiary of a release set forth herein, may reference and file this Class Settlement Agreement with the Court, or any other tribunal or proceeding, in order to implement or enforce its terms, including but not limited to the releases.

THEREFORE, in consideration of the mutual promises and covenants contained herein and of the releases and dismissals of claims described below, the Parties agree to resolve the claims asserted in this Action, subject to the Final Approval of the Court, upon the following terms and conditions.

II. DEFINITIONS

2.1. “Action” means the lawsuit styled as *Luib v. Henkel Consumer Goods, Inc.*, Case Number 1:17-cv-03021-BMC, pending in the U.S. District Court for the Eastern District of New York.

2.2. “Agreement” or “Settlement” or “Settlement Agreement” means this Class Settlement Agreement and its exhibits, attached hereto or incorporated herein, including any subsequent amendments agreed to by the Parties and any exhibits to such amendments.

2.3. “Attorneys’ Fees and Expenses” means such funds as the Court may award to Class Counsel to compensate Class Counsel for the fees and expenses they have incurred or will incur in connection with this Action and Settlement, as described in Article VIII of this Agreement. Attorneys’ Fees and Expenses do not include any costs or expenses associated with the Class Notice or administration of the Settlement.

2.4. “Claim” means a claim for payment under this Settlement Agreement, submitted by a Claimant in accordance with the terms of this Agreement.

2.5. “Claim Form” means the document to be submitted by Claimants seeking payment pursuant to Section 4.2 of this Agreement. The Claim Form will be part of the Class

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Notice and will be available online at the Settlement Website, substantially in the form of Exhibit A to this Agreement.

2.6. “Claim Period” means the time period during which Settlement Class Members may submit a Claim Form to the Settlement Administrator for review. The Claim Period shall run for a period of time ordered by the Court, and last at least one-hundred and twenty (120) calendar days from the date of the first publication of the Summary Settlement Notice or Class Notice, whether online, via print publication, or via press release, whichever is earlier.

2.7. “Claimant” means a Settlement Class Member who submits a claim for payment as described in Section 4.2 of this Agreement.

2.8. “Class Action Settlement Administrator,” “Settlement Administrator,” or “Notice Administrator” means Epiq Class Action & Claims Solutions, Inc., the company jointly selected by Class Counsel and Defendant’s Counsel and approved by the Court to provide Class Notice and to administer the claims process.

2.9. “Class Counsel” means Reese LLP, 100 West 93rd Street, 16th Floor, New York, NY 10025; Halunen Law, 80 South Eighth Street, Suite 1650, Minneapolis, MN 55402; and, The Sultzer Law Group, P.C., 85 Civic Center Plaza, #200, Poughkeepsie, NY 12601.

2.10. “Class Notice” or “Long-Form Notice” means the legal notice of the proposed Settlement terms, as approved by Defendant’s Counsel and Class Counsel, subject to approval by the Court, to be provided to potential Settlement Class Members pursuant to Section 5.1 below. The Class Notice shall be substantially in the form attached hereto as Exhibit B. Any changes to the Class Notice from Exhibit B must be jointly approved by Class Counsel and Defendant’s Counsel.

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2.11. “Class Period” means the period from May 19, 2013, up to and including the date of the Court’s Preliminary Approval Order.

2.12. “Court” means the United States District Court for the Eastern District of New York, where the Action is pending.

2.13. “Defendant” means Henkel Consumer Goods Inc.

2.14. “Defendant’s Counsel” means Venable LLP, 1270 Avenue of the Americas, New York, NY 10020.

2.15. “Effective Date” means:

(a) if no appeal is taken from the Order and Final Judgment approving this Settlement Agreement, thirty-five (35) days after the Court enters the Order and Final Judgment;
or

(b) if an appeal is taken from the Order and Final Judgment approving this Settlement Agreement, the date on which all appellate rights (including petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for certiorari or any other form of review, and proceedings in the United States Supreme Court or any other appellate court) have expired, been exhausted, or been finally disposed of in a manner that affirms the Order and Final Judgment.

2.16. “Final Approval” of this Class Settlement Agreement means the date that the Order and Final Judgment is entered in this Action approving this Class Settlement Agreement.

2.17. “Fund Institution” means a third-party banking institution where the Settlement Funds will be deposited into an interest-bearing Qualified Settlement Fund account. Pursuant to Section 4.1, Henkel will select the Fund Institution, subject to Class Counsel’s approval.

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2.18. “Henkel” means Henkel Consumer Goods Inc., Henkel Corporation, and Henkel U.S. Operations Corporation, collectively.

2.19. “Incentive Award” means the amount the named Plaintiff Tony Luib will receive for his service as class representative, pursuant to Section 8.4.

2.20. “Initial Claim Amount” means the amount a Settlement Class Member claims as a cash payment on a Claim Form that is timely, valid, and is approved by the Settlement Administrator subject to Section 4.2 of this Agreement. The value basis of the Initial Claim Amount is described in Section 4.3 of this Agreement. The Initial Claim Amount is subject to *pro rata* increase or decrease, as provided in this Settlement Agreement.

2.21. “Notice Plan” means the plan for publication of Class Notice developed by the Settlement Claim Administrator, as described in the Declaration of Cameron Azari attached hereto as Exhibit C.

2.22. “Order and Final Judgment” means the final order to be entered by the Court approving the Settlement pursuant to the terms and conditions of this Agreement, dismissing the Action with prejudice, releasing claims, and otherwise directing as the Court or the Parties deem necessary and appropriate to effectuate the terms and conditions of this Agreement.

2.23. “Plaintiff’s Counsel” means Reese LLP, 100 West 93rd Street, 16th Floor, New York, NY 10025; Halunen Law, 80 South Eighth Street, Suite 1650, Minneapolis, MN 55402; and The Sultzer Law Group, P.C., 85 Civic Center Plaza, #200, Poughkeepsie, NY 12601.

2.24. “Preliminary Approval” means the Court order preliminarily approving the Class Settlement Agreement, preliminarily certifying the Settlement Class, approving the Notice of Proposed Settlement, and issuing any necessary related orders.

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2.25. “Products” means all varieties and container sizes of Henkel’s Purex laundry detergent products that bear the phrase “Natural Elements” on the label, including but not limited to Purex Natural Elements Laundry Detergent, Purex Ultra Natural Elements HE Detergent, Purex Natural Elements HE Laundry Detergent, and Purex Natural Elements Ultra Concentrate HE, as well as all scents of such products, including but not limited to Linen & Lilies Scent, Lilac & White Lavender Scent, and Tropical Splash Scent.

2.26. “Qualified Settlement Fund” means the fund, account, or trust, created pursuant to 26 C.F.R. § 1.468B-1, that the Fund Institution will establish to receive the Settlement Funds and make payments pursuant to Sections 4.1 through 4.5 of this Agreement.

2.27. “Related Actions” means any action filed, threatened to be filed, or filed in the future in other state or federal courts asserting claims and alleging facts substantially similar to those asserted and alleged in this Action.

2.28. “Released Claims” means any claim, cross-claim, liability, right, demand, action, suit, matter, obligation, damage, restitution, disgorgement, loss or cost, attorney’s fee, expense, indemnity, or cause of every kind and/or description that Plaintiff, the Settlement Class or any member thereof had or have, including assigned claims, whether in arbitration, administrative, or judicial proceedings, whether in law or equity, whether as individual claims, claims asserted on a class basis or on behalf of the general public, whether known or unknown, asserted or unasserted, suspected or unsuspected, latent or patent, that is, has been, could reasonably have been, or in the future might reasonably be asserted by Plaintiff or members of the Settlement Class either in the Action or in any action or proceeding in this Court or in any other court or forum, including any Related Actions, regardless of legal theory or the law under which such action may be brought, and regardless of the type or amount of relief or damages claimed,

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against any of the Released Persons, arising out of or relating to “natural” or other nature-related representations, claims, images or colors, including but not limited to the term “Natural Elements” and other uses of “natural” or similar terms, on the labeling, marketing, ingredients, or advertising of the Products, through any medium (including but not limited to on-label, Internet, television, radio, and print). Released Claims do not include any claims for bodily injury.

2.29. “Released Persons” means and includes Henkel Consumer Goods Inc., Henkel Corporation, and Henkel U.S. Operations Corporation, their successors and predecessors, each of their parents, subsidiaries, affiliates, and any of their officers, directors, employees, shareholders, partners, privies, agents, attorneys, representatives, accountants, insurers, assignees, trustees, executors, and all persons acting by, through, under the direction of, or in concert with them. Released Persons also means and includes all suppliers, distributors, resellers, retailers, customers, co-packers, advertisers, and any other persons involved in the development, advertising, marketing, labeling, formulation, distribution, or sale of the Products.

2.30. “Residual Fund” means the value of funds remaining in the Qualified Settlement Fund, less all Claimants’ Initial Claim Amounts; less Class Notice and administration costs; and less all Attorneys’ Fees and Expenses and the Incentive Award pursuant to Court Order or otherwise specified in this Agreement.

2.31. “Settlement Class” or “Settlement Class Member” means all persons and entities who, during the Class Period, both resided in the United States (defined to including both states and territories of the United States), and purchased any of the Products in the United States. Excluded from the Settlement Class are: (a) Henkel’s officers, directors, employees and attorneys; (b) governmental entities; (c) the Court, the Court’s immediate family, and the Court

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staff; and (d) any person who timely and properly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

2.32. “Settlement Funds” means the One Million Five Hundred Thousand Dollars (U.S.) and No Cents (\$1,500,000.00) that Henkel will deposit into the Qualified Settlement Fund.

2.33. “Settlement Hearing(s)” means the hearing(s) the Court will hold to consider and determine whether it should approve the proposed settlement contained in this Class Settlement Agreement as fair, reasonable, and adequate, and whether it should enter Judgment approving the terms of the Class Settlement Agreement. Settlement Hearings include both a “Preliminary Approval Hearing” and a “Final Approval Hearing” or “Fairness Hearing,” to be held after preliminary approval is granted, as the Court so orders, as well as any other hearings conducted by the Court for purposes of considering and approving this Settlement Agreement.

2.34. “Settlement Website” means the website to be created for this Settlement that will include information about the Actions and the Settlement, relevant documents, and electronic and printable forms relating to the Settlement, including the Claim Form. The Settlement Website shall be activated by the date of the first publication of the Summary Settlement Notice or Class Notice, whichever is earlier, and shall remain active until one hundred and twenty (120) calendar days after the Effective Date.

2.35. “Summary Settlement Notice” or “Short Form Notice” means the Summary Class Notice of proposed class action settlement, to be disseminated by publication substantially in the form of Exhibit D attached to this Agreement. Any changes to the Summary Settlement Notice or Short Form Notice from the form set forth in Exhibit D must be jointly approved by Class Counsel and Defendant’s Counsel.

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2.36. “Tally” or “Final Tally” means the calculation and report the Settlement Administrator shall provide to the Parties, which shall include the value, number, and type of timely, valid, and approved Claims, indicate all Claims paid and all Claims not paid (with reasons stated), and shall account for all payments in and out of the Qualified Settlement Fund. The Settlement Administrator shall give the Final Tally to the Parties no later than seven (7) calendar days after the close of the Claim Period.

III. CERTIFICATION OF THE SETTLEMENT CLASS AND PRELIMINARY APPROVAL

3.1. Solely for the purposes of settlement and the proceedings contemplated herein, the Parties stipulate and agree that a nationwide Settlement Class should be certified. Class certification shall be for settlement purposes only and shall have no effect for any other purpose.

3.2. The certification of the Settlement Class shall be binding only with respect to this Class Settlement Agreement. In the event that Final Approval does not occur for any reason, the Preliminary Approval, and all of its provisions, shall be vacated by its own terms, and this Action shall revert to its status that existed prior to the date of this Class Settlement Agreement.

3.3. For purposes of effectuating the Settlement Agreement, Henkel consents to Plaintiff’s application to the Court for entry of an order which, among other things: (a) preliminarily certifies the Settlement Class in accordance with the definition set forth in this Agreement; (b) preliminarily approves this Agreement for purposes of issuing Class Notice; (c) approves the timing, content, and manner of the Class Notice and Summary Settlement Notice or Short Form Notice; (d) appoints the Settlement Administrator; (e) appoints Reese LLP; Halunen Law; and, The Sultzer Law Group P.C. as Class Counsel and Plaintiff Tony Luib as the named Class Representative; and (f) makes such orders as are necessary and appropriate to effectuate the terms and conditions of this Agreement.

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IV. SETTLEMENT CONSIDERATION AND BENEFITS

The settlement relief includes two components to benefit the Settlement Class: (a) a Qualified Settlement Fund from which Claimants who submit timely, valid, and approved claims will obtain refunds and (b) modifications to the Products' labeling.

4.1. **Qualified Settlement Fund**

(a) Henkel shall establish the Qualified Settlement Fund at the Fund Institution. Funds held in the Qualified Settlement Fund shall earn interest at an appropriate market rate. Within ten (10) calendar days after the entry of the Preliminary Approval Order, Henkel shall deposit Three Hundred Thousand Dollars and No Cents (\$300,000.00) of the Settlement Funds into the Qualified Settlement Fund. Within ten (10) calendar days after the Final Approval, Henkel will deposit the remainder of the Settlement Funds (i.e., One Million Two Hundred Thousand Dollars and No Cents (\$1,200,000.00)) into the Qualified Settlement Fund. These deadlines may be extended by mutual consent of the Parties.

(b) The Qualified Settlement Fund shall be applied to pay in full and in the following order:

- (i) any necessary taxes and tax expenses;
- (ii) all costs and expenses associated with disseminating notice to the Settlement Class, including but not limited to, the Class Notice and Summary Settlement Notice;
- (iii) all costs and expenses associated with the administration of the Settlement, including but not limited to, processing claims and fees of the Class Action Settlement Administrator.
- (iv) any Attorneys' Fees and Expenses award made by the Court to Class Counsel pursuant to Article VIII of this Agreement;

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(v) any Incentive Award made by the Court to Plaintiff under Section 8.4 of this Agreement;

(vi) cash payments distributed to Claimants who have submitted timely, valid, and approved Claims in accordance with Section 4.2 of this Agreement, as set forth in Sections 4.3 through 4.5 of this Agreement; and

(vii) the Residual Funds, if any, pursuant to Section 4.5(c) of this Agreement.

(c) Class Counsel and Defendant's Counsel must approve in writing any payment of costs or expenses under Sections 4.1(b)(i), (ii), or (iii) of this Agreement. Any payments under Sections 4.1(b) (iv), (v), (vi) or (vii) shall be made as approved by the Court in an Order and Final Judgment, and only after the Effective Date.

(d) The Parties agree that the Settlement Funds constitute the full extent of Henkel's payment obligations under this Settlement Agreement. Payment of the Settlement Funds, together with Henkel's non-monetary obligations under this Agreement, will be in full satisfaction of all individual and class claims asserted in, or that could have been asserted in, this Action. In no circumstances shall Henkel's contribution to the Qualified Settlement Fund exceed One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00), nor shall Henkel be required to pay any further amounts under this Settlement Agreement.

(e) Henkel and the Released Persons are not obligated (and shall not be obligated) to compute, estimate, or pay any taxes on behalf of Plaintiff, Plaintiff's Counsel, Class Counsel, any Settlement Class Member, the Notice Administrator, or the Settlement Administrator.

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(f) In the event the Effective Date does not occur for any reason, including but not limited to a decision by the Court not to approve this Settlement Agreement or a decision on appeal that does not result in affirmance of an Order and Final Judgment, the Fund Institution shall promptly pay to Henkel all amounts in the Qualified Settlement Fund, including any accumulated interest, less amounts incurred for claims administration and notice.

4.2. Eligibility and Process for Obtaining a Cash Payment

To be eligible for a cash payment, a Settlement Class Member must submit a timely and valid Claim Form, which will be evaluated by the Settlement Administrator.

(a) **Claim Form Availability.** The Claim Form shall be in a substantially similar form to that attached as Exhibit A. The Claim Form will be: (i) included on the Settlement Website to be designed and administered by the Settlement Administrator; and (ii) made readily available from the Settlement Administrator, including by requesting a Claim Form from the Settlement Administrator by mail, e-mail, or calling a toll-free number provided by the Settlement Administrator.

(b) **Timely Claim Forms.** Settlement Class Members must submit a timely Claim Form, which is one postmarked or submitted online before or on the last day of the Claim Period, the specific date of which will be prominently displayed on the Claim Form and Class Notice. For a non-online Claim Form, the Claim Form will be deemed to have been submitted on the date of the postmark on the envelope or mailer. For an online Claim Form and in all other cases, the Claim Form will be deemed to have been submitted on the date it is received by the Settlement Administrator.

(c) **Validity of Claim Forms.** Settlement Class Members must submit a valid Claim Form, which must contain the Settlement Class Member's name and mailing address,

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container size(s) and number of Products purchased, approximate date of purchase, location(s) of purchase(s), and an attestation of purchase(s) declaring under penalty of perjury that the Claimant purchased the Product(s) claimed in his or her Claim Form in the United States and while residing in the United States during the Class Period and that neither the Claimant nor any other member of the Claimant's household has previously submitted a Claim Form in this Settlement. Settlement Class Members will also have the option to submit receipts or other evidence establishing that they purchased a specific quantity of Products at a specific price, on a specific date, from a specific location ("Proof of Purchase"). Claim Forms that do not meet the requirements set forth in this Agreement and in the Claim Form instructions may be rejected. The Settlement Administrator will determine a Claim Form's validity. Where a good faith basis exists, the Settlement Administrator may reject a Settlement Class Member's Claim Form for, among other reasons, the following:

- (i) Failure to attest to the purchase of the Products, or purchase of products that are not covered by the terms of this Settlement Agreement;
- (ii) Failure to provide adequate verification or additional information of the Claim pursuant to a request from the Settlement Administrator;
- (iii) Failure to fully complete and/or sign the Claim Form;
- (iv) Failure to submit a legible Claim Form;
- (v) Submission of a fraudulent Claim Form;
- (vi) Submission of a Claim Form that is duplicative of another Claim Form;
- (vii) Submission of a Claim Form by a person who is not a Settlement Class Member;

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- (viii) Request by person submitting the Claim Form to pay funds to a person or entity that is not the Settlement Class Member for whom the Claim Form is submitted;
- (ix) Failure to submit a Claim Form by the end of the Claim Period; or
- (x) Failure to otherwise meet the requirements of this Settlement Agreement.

4.3. Settlement – Claimants’ Cash Recovery

The relief to be provided to each Settlement Class Member who submits a timely and valid Claim Form pursuant to the terms and conditions of this Agreement shall be a payment in the form of a partial cash refund. The amount of the payment will vary based on: (i) the container size of the Products that the Claimant purchased; (ii) whether the Claimant submits a valid Proof of Purchase; (iii) whether the Claimant submits a valid Claim Form for all qualifying purchases; and (iv) the total amount of valid claims submitted. Such payments will be made by the Settlement Administrator by check.

(a) On the Claim Form, a Settlement Class Member must state the number of Product(s) purchased during the Class Period, and the container size and variety of each.

(b) Claimants may seek a refund for each qualifying purchase of a Product on a Claim Form that is supported by Proof of Purchase, regardless of the quantity of such qualifying purchases. In the absence of Proof of Purchase, a Claimant may not receive any refund for more than 10 qualifying purchases of Products. For all Claimants, the Initial Claim Amount will be calculated as follows, subject to the *pro rata* adjustments set forth in Section 4.5:

- (i) Products with a container size less than 150 ounces: \$2.00 per container.
- (ii) Products with a container size equal to or greater than 150 ounces: \$4.00 per container.

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4.4. **Distribution to Authorized Settlement Class Members**

(a) The Settlement Administrator shall begin paying timely, valid, and approved Claims via first-class mail no later than thirty (30) calendar days after the Effective Date. The Settlement Administrator may begin to pay timely, valid, and approved Claims sooner upon Henkel's and Class Counsel's joint direction, but not before the Effective Date.

(b) The Settlement Administrator shall have completed the payment to Claimants who have submitted timely, valid, and approved Claims pursuant to the Claims Process (defined herein) no later than sixty (60) calendar days after the Effective Date.

4.5. **Excess or Insufficient Funds in the Qualified Settlement Fund**

(a) **Excess Funds.** If a Residual Fund exists after the payment of all valid Claims, Notice and Administration costs, Attorneys' Fees and Expenses, Incentive Award, and any other claim, cost, or fee specified by this Agreement, the Residual Fund shall be used to increase the relief to Claimants, on a *pro rata* basis, in the following order of priority:

- (i) each Claimant whose Claim Form includes qualifying purchases that are supported by Proof of Purchase will receive, *pro rata*, an additional refund of up to 100% of the value of the Initial Claim Amount with respect to those qualifying purchases supported by Proof of Purchase;
- (ii) if a Residual Fund remains after the additional refunds in (i) are issued, then each Claimant will receive, *pro rata*, an additional refund of up to 100% of the value of the Initial Claim Amount with respect to those qualifying purchases that were not supported by Proof of Purchase;

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- (iii) if a Residual Fund remains after the additional refunds in (ii) are issued, then each Claimant whose Claim Form includes qualifying purchases that are supported by Proof of Purchase will receive, *pro rata*, a further refund of up to 100% of the value of the Initial Claim Amount with respect to those qualifying purchases supported by Proof of Purchase;
- (iv) if a Residual Fund remains after the additional refunds in (iii) are issued, then each Claimant will receive, *pro rata*, a further refund of up to 100% of the value of the Initial Claim Amount with respect to those qualifying purchases that were not supported by Proof of Purchase.

The Settlement Administrator shall determine each authorized Claimant's additional payment based upon the Claimant's Claim Form and the total number of valid Claims. Accordingly, the actual amount recovered by each Claimant will not be determined until after the Claim Period has ended and all Claims have been calculated.

(b) **Insufficient Funds.** If the total amount of the timely, valid, and approved Claims submitted by Claimants exceeds the funds available in the Qualified Settlement Fund, considering any fees, payments, and costs set forth in this Agreement that must also be paid from the Qualified Settlement Fund, each eligible Claimant's Initial Claim Amount shall be proportionately reduced on a *pro rata* basis, such that the aggregate value of the cash payments distributed does not exceed the balance of the Qualified Settlement Fund after payment of all other costs. The Settlement Administrator shall determine each authorized Claimant's *pro rata* share based upon the Claimant's Claim Form and the total number of valid Claims.

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Accordingly, the actual amount recovered by each Claimant will not be determined until after the Claim Period has ended and all Claims have been calculated.

(c) If Residual Funds exist after the process described in Sections 4.4(a) and (b) is concluded, including any checks that were not cashed, then the Settlement Administrator shall distribute the Residual Funds to the following non-profit organization: Consumer Reports. The Residual Funds will not be returned to Henkel. Henkel represents and warrants that any payment of Residual Funds to any charities, non-profit organizations, or government entities shall not reduce any of its donations or contributions to any entity, charity, charitable foundation or trust, and/or non-profit organization.

4.6. **Injunctive Relief: Modification of the Products' Labels and Website**

Henkel will add the following language to the front label of the Products to qualify the meaning of "Natural Elements": "contains naturally derived and other ingredients." Henkel also will add to the front label of the Products: "USDA Certified Bio-Based" with the certified percentage of the overall ingredients that meets the bio-based standard. Within twelve (12) months after the Effective Date ("Label Change Date"), Henkel agrees to cease manufacturing Products with labels bearing "Natural Elements" or other variations of the term "natural" unless they conform to these modifications. Henkel shall not be required to change or replace the labels on any Products that were labeled prior to the Label Change Date. Henkel further agrees to modify within twelve (12) months of the Effective Date the content of Henkel's website, *www.purex.com*, to correspond to these labeling changes. Nothing in this Settlement Agreement shall (i) prevent Henkel from making other changes to the Products' labeling or website, provided those changes are not inconsistent with the foregoing; (ii) apply to any Henkel brands other than Purex, or (iii) restrict or limit how Henkel labels, markets, or otherwise describes

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Purex brand laundry detergent products whose labels do not include “Natural Elements” or other variations of the term “natural.”

4.7. Other Injunctive Relief Terms and Conditions

(a) Plaintiff and the Settlement Class agree that the modifications to the labeling, marketing, and advertising of the Products described in Section 4.6 are satisfactory to Plaintiff and the Settlement Class and alleviate each and every alleged deficiency with regard to the labeling, packaging, advertising, and marketing of the Products and their ingredients (and similar deficiencies, if any, with regard to other or future Henkel products) set forth in or related to the Complaint, Related Actions, or otherwise.

(b) The injunctive relief requirements by which Henkel agrees to abide as part of this Settlement Agreement and as described in Section 4.6 and this Section shall expire on the earliest of the following dates: (i) the date upon which there are changes to any applicable statute, regulation, pronouncement, guidance, or other law that Henkel reasonably believes would require a modification to any of the Product labeling in order to comply with the applicable statute, regulation, pronouncement, guidance, or other law; (ii) the date upon which there are any changes to any applicable federal or state statutes or regulations that would allow Henkel to use the term “Natural Elements” or other variations of the term “natural” or similar terms, without the labeling modifications set forth in Section 4.5, including but not limited to changes in U.S. Food and Drug Administration (“FDA”), Federal Trade Commission, U.S. Department of Agriculture, U.S. Environmental Protection Agency, U.S. Consumer Product Safety Commission, and other governmental agencies’ regulations, guidance, or pronouncements; or (iii) five (5) years from the Effective Date.

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(c) For purposes of this Agreement, Henkel shall not be required at any time to (i) destroy any existing Products or components of such Products, or (ii) remove any existing Products from the marketplace.

V. NOTICE TO CLASS AND ADMINISTRATION OF PROPOSED SETTLEMENT

5.1. Duties and Responsibilities of the Settlement Administrator

Class Counsel and Henkel recommend Epiq Class Action & Claims Solutions, Inc. to be the Settlement Administrator for this Agreement. The Settlement Administrator shall abide by and shall administer the Settlement in accordance with the terms, conditions, and obligations of the Settlement Agreement and the Orders issued by the Court in this Action.

(a) **Class Notice Duties.** The Settlement Administrator shall, in cooperation with the Parties, be responsible for consulting on and designing the Class Notice, Summary Class Notice, and Claim Form. After the Court's Preliminary Approval of this Settlement Agreement and Appointment of the Settlement Administrator, the Settlement Administrator shall also be responsible for disseminating the Class Notice, substantially in the form as described in the Notice Plan attached as Exhibit C to this Settlement Agreement, as specified in the Preliminary Approval Order, and as specified in this Settlement Agreement. The Class Notice and Summary Class Notice will comply with all applicable laws, including, but not limited to, the Due Process Clause of the Constitution. Class Notice duties include, but are not limited to:

(i) consulting on, drafting, and designing the Class Notice, Summary Class Notice, and Claim Form. Class Counsel and Defendant's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over these Notices and Form or any changes to the Notices and Form;

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(ii) developing a Notice Plan, attached as Exhibit C to this Settlement Agreement. Class Counsel and Defendant's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over this Notice Plan or changes to this Notice Plan;

(iii) implementing and arranging for the publication of the Summary Settlement Notice and Class Notice via various forms of paper and electronic media, including implementing media purchases, all in substantial accordance with the Notice Plan attached as Exhibit C. To the extent that the Settlement Administrator believes additional or different Notice should be undertaken than that provided for in the Notice Plan, Class Counsel and Defendant's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over any additional or different Notice;

(iv) establishing and publishing the Settlement Website, which will contain the Class Notice and related documents, including a Claim Form capable of being completed and submitted on-line. The Settlement Website, including the Class Notice, shall remain available for 120 days after the Effective Date;

(v) sending the Class Notice and related documents, including a Claim Form, via electronic mail or regular mail, to any potential Settlement Class Member who so requests and sending such Class Notice and documents to the list of direct consumers provided by Defendant;

(vi) responding to requests from Class Counsel and Defendant's Counsel; and

(vii) otherwise implementing and assisting with the dissemination of the Notice of the Settlement.

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(b) **Class Action Fairness Act Notice Duties to State and Federal Officials.**

No later than ten (10) calendar days after this Agreement is filed with the Court, the Settlement Administrator, with assistance from the Parties as needed, shall mail or cause the items specified in 28 U.S.C. § 1715(b) to be mailed to each State and Federal official, as specified in 28 U.S.C. § 1715(a).

(c) **Claims Process Duties.** The Settlement Administrator shall be

responsible for implementing the claims process described in Sections 4.2, 4.3, 4.4, and 4.5 (“Claims Process”), as well as related administrative activities, including communications with Settlement Class Members concerning the Settlement, Claims Process, and the options they have. Claims Process duties include, but are not limited to:

- (i) executing any mailings required under the terms of this Agreement;
- (ii) establishing a toll-free voice response unit to which Settlement Class Members may refer for information about the Action and the Settlement;
- (iii) establishing a post office box for the receipt of Claim Forms, exclusion requests, and any correspondence;
- (iv) receiving and maintaining on behalf of the Court all correspondence from any Settlement Class Member regarding the Settlement, and forwarding inquiries from Settlement Class Members to Class Counsel or their designee for a response, if warranted; and
- (v) receiving and maintaining on behalf of the Court any Settlement Class Member correspondence regarding any opt-out requests, exclusion forms, or other requests to exclude himself or herself from the Settlement, and providing to Class Counsel and

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Defendant's Counsel a copy within five (5) calendar days of receipt. If the Settlement Administrator receives any such forms or requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide Class Counsel and Defendant's Counsel with copies.

(d) **Claims Review Duties.** The Settlement Administrator shall be responsible for reviewing and approving Claim Forms in accordance with this Agreement.

Claims Review duties include, but are not limited to:

(i) reviewing each Claim Form submitted to determine whether each Claim Form meets the requirements set forth in this Agreement and whether it should be allowed, including determining whether a Claim by any Settlement Class Member is timely, complete, and valid;

(ii) working with Settlement Class Members who submit timely claims to try to cure any Claim Form deficiencies;

(iii) using all reasonable efforts and means to identify and reject duplicate and/or fraudulent claims, including, without limitation, maintaining a database of all Claims Form submissions;

(iv) keeping an accurate and updated accounting via a database of the number of Claim Forms received, the amount claimed on each Claim Form, the name and address of the Settlement Class Members who made the claim, the type of claim made, whether the claim has any deficiencies, and whether the claim has been approved as timely and valid; and

(v) otherwise implementing and assisting with the Claim review process and payment of the Claims, pursuant to the terms and conditions of this Agreement.

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(e) **Periodic Updates.** The Settlement Administrator shall provide periodic updates to Class Counsel and Defendant's Counsel regarding Claim Form submissions beginning within seven (7) business days after the commencement of the dissemination of the Class Notice or the Summary Settlement Notice and continuing on a monthly basis thereafter and shall provide such an update within seven (7) days before the Final Approval Hearing. The Settlement Administrator shall also provide such updates to Class Counsel or Defendant's Counsel upon request, within a reasonable amount of time. The Settlement Administrator shall also provide the Final Tally in accordance with Section 2.36 of this Agreement.

(f) **Claims Payment Duties.** The Settlement Administrator shall be responsible for sending payments to all eligible Settlement Class Members with valid, timely, and approved Claims pursuant to the terms and conditions of this Agreement. Claim Payment duties include, but are not limited to:

(i) Within seven (7) days of the Effective Date, provide a report to Class Counsel and Defendant's Counsel calculating the amount and number of valid and timely Claims;

(ii) Per Sections 4.3, 4.4, and 4.5, sending the appropriate payment amount by check to each Settlement Claim Member who submitted timely, valid, and approved Claim Forms;

(iii) Once the Settlement Class Administrator has begun issuing payments pursuant to the terms and conditions of this Agreement, the Settlement Administrator shall provide regular (and no less often than weekly) reports to Class Counsel and Defendant's Counsel, setting forth the accounting of the number and amount of claims paid, received but not

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paid, all other payments in and out of the Qualified Settlement Fund, and current balance information.

(g) **Reporting to Court.** Not later than ten (10) calendar days before the date of the Fairness Hearing, the Settlement Administrator and Notice Administrator shall file a declaration or affidavit with the Court that: (i) includes a list of those persons who have opted out or excluded themselves from the Settlement; and (ii) describes the scope, methods, and results of the notice program.

(h) **Duty of Confidentiality.** The Settlement Administrator shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity, except to the Parties or as provided for in this Agreement or by order of the Court.

(i) **Right to Inspect.** Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

(j) **Failure to Perform.** If the Settlement Administrator misappropriates any funds from Qualified Settlement Fund or otherwise in the course of carrying out its duties under this Agreement, or makes a material or fraudulent misrepresentation to, or conceals requested material information from, Class Counsel, Henkel, or Defendant's Counsel, then the Party who discovers the misappropriation or concealment or to whom the misrepresentation is made shall, in addition to any other appropriate relief, have the right to demand that the Settlement Administrator immediately be replaced. If the Settlement Administrator fails to perform adequately on behalf of the Parties, the Parties may agree to remove the Settlement

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Administrator. Neither Party shall unreasonably withhold consent to remove the Settlement Administrator. The Parties will attempt to resolve any disputes regarding the retention or dismissal of the Settlement Administrator in good faith. If unable to so resolve a dispute, the Parties will refer the matter to the Court for resolution.

VI. OBJECTIONS AND REQUESTS FOR EXCLUSION

6.1. A Settlement Class Member may either object to this Agreement pursuant to Section 6.2 or request exclusion from this Agreement pursuant to Section 6.3.

6.2. Settlement Class Members shall have the right to object to this Settlement and to appear and show cause, if they have any reason why the terms of this Agreement should not be given Final Approval, pursuant to this paragraph:

(a) A Settlement Class Member may object to this Agreement either on his or her own without an attorney, or through an attorney hired at his or her own expense.

(b) Any objection to this Agreement must be in writing, signed by the Settlement Class Member (and his or her attorney, if individually represented), filed with the Court, with a copy delivered to Class Counsel and Defense Counsel at the addresses set forth in the Class Notice, no later than 30 days before the Fairness Hearing.

(c) Any objection regarding or related to this Agreement shall contain a caption or title that identifies it as “Objection to Class Settlement in *Luib v. Henkel Consumer Goods, Inc.* (E.D.N.Y. Case No. 1:17-cv-03021-BMC).”

(d) Any objection regarding or related to this Agreement shall contain information sufficient to identify and contact the objecting Settlement Class Member (or his or her individually-hired attorney, if any), as well as a clear and concise statement of the Settlement Class Member’s objection, the facts supporting the objection, and the legal grounds on which the objection is based.

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(e) Any objection shall include documents sufficient to establish the basis for the objector's standing as a Settlement Class Member, such as (i) a declaration signed by the objector under penalty of perjury, with language similar to that included in the Claim Form attached hereto as Exhibit A, that the Settlement Class Member purchased at least one Product during the Class Period of May 19, 2013 to the date of Preliminary Approval; or (ii) receipt(s) reflecting such purchase(s).

(f) Class Counsel shall have the right, and Henkel shall reserve its right, to respond to any objection no later than seven (7) days prior to the Fairness Hearing. The Party so responding shall file a copy of the response with the Court, and shall serve a copy, by regular mail, hand or overnight delivery, to the objecting Settlement Class Member or to the individually-hired attorney for the objecting Settlement Class Member; to all Class Counsel; and to Defendant's Counsel.

(g) If an objecting Settlement Class Member chooses to appear at the hearing, no later than Fifteen (15) days before the Fairness Hearing, a Notice of Intention to Appear, either In Person or Through an Attorney, must be filed with the Court and list the name, address and telephone number of the attorney, if any, who will appear.

6.3. **Requests for Exclusion.** Settlement Class Members shall have the right to elect to exclude themselves, or "opt out," of the monetary portion of this Agreement, relinquishing their rights to cash compensation under this Agreement and preserving their claims for damages that accrued during the Class Period, pursuant to this paragraph:

(a) A Settlement Class Member wishing to opt out of this Agreement must send to the Class Action Settlement Administrator by U.S. mail a personally-signed letter

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including his or her name and address, and providing a clear statement communicating that he or she elects to be excluded from the Settlement Class.

(b) Any request for exclusion or opt-out must be postmarked on or before the opt-out deadline date specified in the Preliminary Approval Order. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

(c) The Class Action Settlement Administrator shall forward copies of any written requests for exclusion to Class Counsel and Defendant's Counsel, and shall file a list reflecting all requests for exclusion with the Court no later than ten (10) calendar days before the Settlement Hearing.

(d) The Request for Exclusion must be personally signed by the Settlement Class Member.

6.4. Any Settlement Class Member who does not file a timely written request for exclusion as provided in the preceding Section 6.3 shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the Released Claims and the Releases in Article VII of this Agreement, even if he or she has litigation pending or subsequently initiates litigation against Defendant relating to the claims and transactions released in this Action.

6.5. Any Settlement Class Member who does not request exclusion from the Settlement has the right to object to the Settlement. Settlement Class Members may not both object and opt out of the Settlement. Any Settlement Class Member who wishes to object must timely submit an objection as set forth in Section 6.2 above. If a Settlement Class Member submits both an objection and a written request for exclusion, he or she shall be deemed to have complied with the terms of the procedure for requesting exclusion as set forth in Section 6.3 and

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shall not be bound by the Agreement if approved by the Court and the objection will not be considered by the Court.

VII. RELEASES

7.1. Upon the Effective Date of this Class Settlement Agreement, Plaintiff and each member of the Settlement Class, and each of their successors, assigns, heirs, and personal representatives (collectively, the “Releasers”), shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons. The Released Claims shall be construed as broadly as possible to ensure complete finality over this Action involving the advertising, labeling, and marketing of the Products as set forth herein.

7.2. The Releasers expressly understand and acknowledge that certain principles of law, including, but not limited to, Section 1542 of the Civil Code of the State of California, provide that: **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”** To the extent that anyone might argue that these principles of law are applicable, the Releasers hereby agree that the provisions of all such principles of law or similar federal or state laws, rights, rules, or legal principles, to the extent they are found to be applicable herein, are hereby knowingly and voluntarily waived, relinquished, and released by the Releasers. The Releasers further agree that compliance with the injunctive relief provisions of Section 4.6 and 4.7 alleviates each and every alleged deficiency with regard to the labeling, packaging, advertising, and marketing of the

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Products and their ingredients (and similar deficiencies, if any, with regard to other or future Henkel products) set forth in or related to the Complaint, Related Actions, or otherwise.

7.3. Plaintiff fully understands that the facts upon which this Class Settlement Agreement is executed may hereafter be other than or different from the facts now believed by Plaintiff and Class Counsel to be true and nevertheless agree that this Class Settlement Agreement and the Released Claims shall remain effective notwithstanding any such difference in facts.

7.4. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement, including but not limited to any Related Actions.

VIII. ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE INCENTIVE AWARDS

8.1. Class Counsel agrees to make, and Henkel agrees not to oppose, an application for an award of Attorneys' Fees in the Action that will not exceed an amount equal to Thirty-Three percent (33%) of the Settlement Funds in addition to reimbursement for costs incurred by Class Counsel. This shall be paid from the Qualified Settlement Fund and shall be the sole aggregate compensation paid by Henkel for Class Counsel representing the Class. The ultimate award of Attorneys' Fees and Expenses will be determined by the Court.

8.2. Class Counsel, in their sole discretion, shall allocate and distribute the Court's award of fees and expenses. Class Counsel shall indemnify Henkel and its attorneys against any third-party action relating to attorneys' fees and expenses.

8.3. Class Counsel agrees that any award of Attorneys' Fees and Expenses will be sought solely and exclusively in the Action.

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8.4. Within seven (7) days after the Effective Date, the Qualified Settlement Fund shall pay an Incentive Award of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) to the named Plaintiff Tony Luib.

IX. NO ADMISSION OF LIABILITY

9.1. Henkel has denied and continues to deny that the labeling, advertising, or marketing of its Products is in any way false, deceptive, or misleading to consumers or violates any legal requirement, including but not limited to the allegations that Defendant engaged in unfair, unlawful, fraudulent, or deceptive trade practices, breached an express warranty, or was unjustly enriched, or that the Products or the ingredients in the Products caused any damage to anyone. Henkel is entering into this Agreement solely because it will eliminate the uncertainty, distraction, burden, and expense of further litigation. The provisions contained in this Agreement and the manner or amount of relief provided to Settlement Class Members herein shall not be deemed a presumption, concession, or admission by Henkel of any fault, liability, or wrongdoing as to any facts or claims that have been or might be alleged or asserted in the Action, or in any other action or proceeding that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received into evidence or otherwise used by any person in any action or proceeding, whether civil, criminal, or administrative, for any purpose other than as provided expressly herein.

9.2. In the event that the Court does not approve this Agreement substantially in the form submitted (or in a modified form mutually acceptable to the Parties), or this Agreement is terminated or fails to become effective or final in accordance with its terms, the Parties shall be restored to their respective positions in the Action as of the date hereof. In addition, if more than one hundred (100) Settlement Class Members opt out of the Class Settlement Agreement pursuant to Section 6.3, each Party shall have the right to terminate the Agreement by giving

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written notice to the other Party. In the event that this Agreement is terminated for any of these reasons, the terms and provisions of this Agreement shall have no further force and effect and shall not be used in the Action or in any other proceeding or for any purpose, and the Parties will jointly make an application requesting that any Judgment entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

9.3. The Parties agree that if the Court does not approve this Agreement substantially in the form submitted (or in a modified form mutually acceptable to the Parties) or if this Agreement is terminated or fails to become effective or final in accordance with its terms, the Action shall proceed as if no Party had ever agreed to this Settlement, without prejudice to the right of any Party to take any and all action of any kind in the Action. Plaintiff and Class Counsel acknowledge and agree that, in such instance, Henkel has reserved all its rights to oppose certification of any class in this Action, and Plaintiff and Class Counsel are barred from arguing that this Agreement bars Henkel from raising such opposition.

X. ADDITIONAL PROVISIONS

10.1. Plaintiff and Class Counsel warrant and represent to Henkel that they have no intention of initiating any other claims or proceedings against Henkel, or any of its affiliates, or any entity that manufactures, distributes, or sells the Products. Except for the Released Claims hereby settled, Plaintiff and Class Counsel warrant and represent to Henkel that they have no present knowledge and are not presently aware of any factual or legal basis for any claims or proceedings against Henkel, other than claims or proceedings that may already be pending against Henkel.

10.2. The Parties agree that information and documents exchanged in negotiating this Settlement Agreement were done so pursuant to Fed. R. Evid. 408, and no such confidential

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information exchanged or produced by either side may be revealed for any other purpose than this Settlement. This does not apply to publicly-available information or documents.

10.3. The Parties agree to return or dispose of confidential documents and information exchanged in negotiating this Agreement within fifteen (15) days of the Effective Date. This does not apply to publicly-available information or documents. Nothing in this Agreement shall affect or limit the Parties' obligations under Section 19 of the Stipulated Protective Order entered in this Action on October 6, 2017 (Dkt. No. 26).

10.4. The Parties agree that the terms of the Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

10.5. The Parties and their respective counsel agree to use their best efforts and to cooperate fully with one another (i) in seeking preliminary and final Court approval of this settlement; and (ii) in effectuating the full consummation of the settlement provided for herein.

10.6. Each counsel or other person executing this Agreement on behalf of any Party hereto warrants that such person has the authority to do so.

10.7. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Executed counterparts shall be deemed valid if delivered by mail, courier, electronically, or by facsimile.

10.8. This Agreement shall be binding upon and inure to the benefit of the settling Parties (including all Settlement Class Members), their respective agents, attorneys, insurers, employees, representatives, officers, directors, partners, divisions, subsidiaries, affiliates, associates, assigns, heirs, successors in interest, and shareholders, and any trustee or other officer

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appointed in the event of a bankruptcy, as well as to all Released Persons as defined herein. The waiver by any Party of a breach of this Agreement by any other Party shall not be deemed a waiver of any other breach of this Agreement.

10.9. This Agreement and any exhibits attached to it constitute the entire agreement between the Parties hereto and supersede any prior agreements or understandings, whether oral, written, express, or implied between the Parties with respect to the settlement.

10.10. No amendment, change, or modification of this Agreement or any part thereof shall be valid unless in writing, signed by all Parties and their counsel, and approved by the Court. None of the Parties has relied on any written or oral representation not contained in this Agreement in deciding to enter this Agreement.

10.11. The Parties to this Agreement each represent to the other that they have received independent legal advice from attorneys of their own choosing with respect to the advisability of making the settlement provided for in this Agreement, and with respect to the advisability of executing this Agreement, that they have read this Agreement in its entirety and fully understand its contents, and that each is executing this Agreement as a free and voluntary act.

10.12. Except as otherwise provided herein, all notices, requests, demands, and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally, by facsimile, by e-mail, or by overnight mail, to the undersigned counsel for the Parties at their respective addresses.

10.13. The titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of this Agreement or the intent of any of its provisions. This Agreement shall be construed

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without regard to its drafter, and shall be construed as though the Parties participated equally in the drafting of this Agreement.

10.14. The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Agreement, including but not limited to any action by any of the Released Persons to enforce the releases in Section VII against any person or entity by means of injunctive relief. Nothing in this Agreement shall subject the Parties to personal jurisdiction in New York for any other purpose.


10.15. To the extent either Party, its counsel, or the Settlement Administrator wishes to issue any general or public communication about the Settlement (other than the Class Notice, Short-Form Notice, and Settlement Website), any such public statement shall be limited to publicly-available information and documents filed in this action, and shall be in a form mutually agreed upon by Class Counsel and Defendant's Counsel. Notwithstanding any of the above, on or after the Effective Date, the Parties and the Settlement Administrator are authorized to issue the press release attached at Exhibit E to this Agreement.

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IN WITNESS WHEREOF, Henkel and Tony Luib, on behalf of himself and all others similarly situated, intending to be legally bound hereby, have duly executed this Class Settlement Agreement as of the date set forth below, along with their counsel.


PLAINTIFF TONY LUIB

Dated: February 27, 2019


By: 
Tony Luib

DEFENDANT HENKEL CONSUMER GOODS INC.

Dated: 2-27-2019

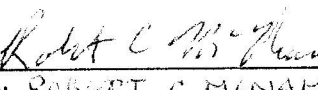
By: 
Name: ROBERT C. MCNAMEE
Title: VP - Associate General Counsel

Dated: 2-27-2019

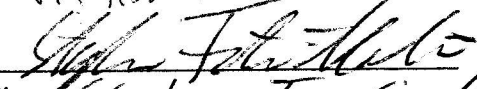
By: 
Name: Stephen Fresti-Molnar
Title: President Henkel Consumer Goods

HENKEL CORPORATION

Dated: 2-27-2019

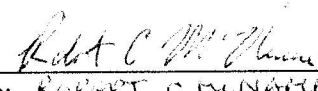
By: 
Name: ROBERT C. MCNAMEE
Title: VP - Associate General Counsel

Dated: 2-27-2019

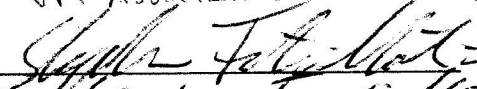
By: 
Name: Stephen Fresti-Molnar
Title: President - Henkel Consumer Goods


HENKEL U.S. OPERATIONS CORP.

Dated: 2-27-2019

By: 
Name: ROBERT C. MCNAMEE
Title: VP - Associate General Counsel

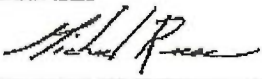
Dated: 2-27-2019

By: 
Name: Stephen Fresti-Molnar
Title: Henkel Consumer Goods

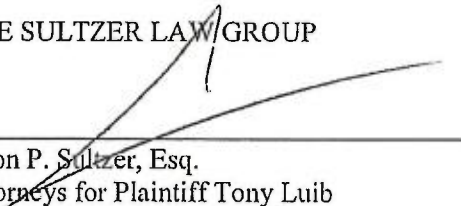
Approved as to Form

Henkel NA Law Dept
ROBERT C. MCNAMEE

EXECUTION VERSION


Dated: February 27, 2019

REESE LLP
By: 
Michael R. Reese, Esq.
Reese LLP
Attorneys for Plaintiff Tony Luib

Dated: February 27, 2019

THE SULTZER LAW GROUP
By: 
Jason P. Sultzer, Esq.
Attorneys for Plaintiff Tony Luib

Dated: February 28, 2019

HALUNEN LAW
By: 
Christopher Moreland, Esq.
Attorneys for Plaintiff Tony Luib

Dated: February 28, 2019


VENABLE LLP
By: 
Edward P. Boyle
Attorneys for Defendant Henkel Consumer
Goods Inc.

EXHIBIT A

Luib v. Henkel Consumer Goods Inc. Claim Form Instructions

INSTRUCTIONS FOR COMPLETING THE CLAIM FORM

This Claim Form is solely for persons and entities who purchased Purex Natural Elements laundry detergent products in the United States or its territories from May 19, 2013 to [date] (“Settlement Class Members”). The Settlement is described at the Settlement Website: laundrydetergentsettlement.com

If you believe you are an eligible Settlement Class Member and you wish to apply to receive benefits under the Settlement, you must complete and submit a Claim Form. Please read the full Class Notice carefully before completing a Claim Form. The Class Notice is available at the Settlement Website: laundrydetergentsettlement.com. You may submit your Claim Form online at the Settlement Website or by printing the Claim Form below and mailing it to the Settlement Administrator:

ONLINE: Visit the Settlement Website, laundrydetergentsettlement.com, and submit your claim online.

MAIL: P.O. Box 3240
Portland, OR 97208-3240

If you submit your Claim Form online, you must do so on or before [redacted], 2019. If you are mailing your Claim Form, first-class United States Mail, it must be postmarked no later than [redacted], 2019.

If you have questions about the Claim Form, please visit the Settlement Website, laundrydetergentsettlement.com, or contact the Settlement Administrator via email at info@laundrydetergentsettlement.com or toll-free at 877-291-9488.

CLAIM FORM REMINDER CHECKLIST

Before submitting this Claim Form, please make sure you:

1. Complete all fields in Section A (Name and Contact Information) of this Claim Form.
2. In Section B of this Claim Form, list all of the Purex Natural Elements laundry detergent products you purchased in the United States or its territories, and provide the information you can regarding date and location of purchase.
3. In order to receive a benefit under the Settlement, **YOU MUST** sign the Attestation under Penalty of Perjury in Section C of this Claim Form attesting under penalty of perjury that you purchased the Purex Natural Elements laundry detergent product(s) for which you are submitting your Claim Form.
4. If you are submitting Proof of Purchase documentation in support of your Claim Form, include copies of your Proof of Purchase documentation. Do not send original documents.

Please keep a copy of your Claim Form for your records.

**Your claim must
be postmarked by:
XXXX XX, 2019**

**Luib v. Henkel Consumer Goods Inc.
Claim Form**

**BBG
Claim Form**

SECTION A: NAME AND CONTACT INFORMATION

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

First Name	Last Name	
Street Address		
City	State	Zip Code
Phone Number	E-Mail Address	

SECTION B: PUREX NATURAL ELEMENTS PRODUCT PURCHASE VERIFICATION

You can submit a claim form if you purchased any variety or size of Purex laundry detergent products that bear the phrase “Natural Elements” on the label in the United States or its territories in the time period May 19, 2013 to [end date] (“Class Period”).

For each of these listed Products that you purchased during the Class Period, fill out the form below. Indicate which purchases for which you are attaching Proof of Purchase documentation. Proof of Purchase means receipts or other evidence establishing that you purchased a specific quantity of Products at a specific price, on a specific date, from a specific location, during the Class Period.

There is no limit to the number of claims you can submit for Products for which you provide valid Proof of Purchase documentation. You can submit a maximum of 10 claims for Products for which you do not have Proof of Purchase. You can submit one (1) Claim Form per household.

Purex Natural Elements Product	# Products Purchased	Container Size(s)	Approximate Date(s) of Purchase(s) (MM/YYYY)	State or Territory of Purchase(s)	Retail Location Where Product Was Purchased	Proof of Purchase Attached?

SECTION C: ATTESTATION UNDER PENALTY OF PERJURY

I declare, under penalty of perjury, that the information in the Claim Form is true and correct to the best of my knowledge, and that I purchased the Product(s) claimed above in the United States, while residing in the United States, during the Class Period. I understand that my Claim Form may be subject to audit, verification, and Court review. Neither I nor any other member of my household has previously submitted a Claim Form in this Settlement.

Signature

Date

Print Name

Please note that you will not be eligible to receive any settlement benefits unless you sign above.

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK

**If you purchased any Purex Natural Elements Products
Between May 19, 2013 and [DATE OF PRELIMINARY APPROVAL
ORDER]**

You May be Eligible to Receive a Payment from a Class Action Settlement.

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

- A proposed nationwide Settlement has been reached in a class action lawsuit involving all varieties and container sizes of Defendant Henkel Consumer Goods Inc.’s (“Defendant”) Purex laundry detergent products that bear the phrase “Natural Elements” on the label (“Products”). The Settlement resolves litigation over Defendant’s labeling of the Products.
- You may be eligible to participate in the proposed Settlement, if it is finally approved, if you purchased any Products between May 19, 2013 and [DATE OF PRELIMINARY APPROVAL ORDER].
- The Settlement will provide payments to those who qualify. You will need to file a Claim Form laundrydetergentsettlement.com to get a payment from the Settlement.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM BY [INSERT DEADLINE]	This is the only way you can receive a payment.
EXCLUDE YOURSELF BY [INSERT DEADLINE]	You will not receive a payment from the Settlement. This is the only option that allows you to ever be a part of any other lawsuit against the Defendant about the labeling of the Products or legal claims in this case.
OBJECT BY [INSERT DEADLINE]	Submit a written objection to the Court about why you think the settlement is unfair, inadequate, or unreasonable.
GO TO A HEARING [INSERT HEARING DATE]	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	You will not receive a payment from the Settlement. You will give up your rights to ever sue the Defendant about the labeling of the Products or the legal claims in this case.

- These rights and options—and the deadlines to exercise them—are explained in this notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, laundrydetergentsettlement.com, regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS:

BASIC INFORMATION

1. Why is there a notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT?

5. How do I know if I am in the Settlement?
6. Which Products are included in the Settlement?
7. What if I am still not sure if I am included in the Settlement?

SETTLEMENT BENEFITS

8. What does the Settlement provide?
9. What can I get from the Settlement?
10. What am I giving up to stay in the Class?

HOW TO GET A PAYMENT

11. How can I get a payment?
12. When will I get my payment?

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?
14. If I do not exclude myself, can I sue the Defendant for the same thing later?
15. If I exclude myself, can I still get a payment?

OBJECTING TO THE SETTLEMENT

16. How can I tell the Court if I do not like the Settlement?
17. What is the difference between objecting and excluding?

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?
19. How will the lawyers be paid?

THE COURT'S FAIRNESS HEARING

20. When and where will the Court decide whether to approve the Settlement?
21. Do I have to come to the hearing?
22. May I speak at the hearing?

IF YOU DO NOTHING

23. What happens if I do nothing at all?

GETTING MORE INFORMATION

24. How do I get more information?

BASIC INFORMATION

1. **Why is there a notice?**

You have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

The Court in charge of this case is the United States District Court for the Eastern District of New York (the “Court”), and the case is called *Luib v. Henkel Consumer Goods Inc.*, Case Number. 1:17-cv-03021-BMC. The individual who sued is called the Plaintiff, and the company he sued, Henkel Consumer Goods Inc., is called the Defendant.

2. **What is this lawsuit about?**

The lawsuit alleges that the “Natural Elements” statements on the labeling, marketing, and advertising of the Products are misleading because they include synthetic ingredients. Defendant asserts that the label is accurate in all respects. The Court has not decided who is right.

3. **Why is this a class action?**

In a class action, one or more people, called the “Class Representative(s),” sue on behalf of people who have similar claims. All these people are in a “class” or are “class members,” except for those who exclude themselves from the class. United States District Court Judge Brian M. Cogan in the United States District Court for the Eastern District of New York is in charge of this class action.

4. **Why is there a Settlement?**

The Defendant is not admitting that it did anything wrong, but both sides want to avoid the cost of further litigation. The Court has not decided in favor of the Plaintiff or the Defendant. The Class Representative and his attorneys think the Settlement is best for everyone who may have been affected. The Settlement provides the opportunity for Settlement Class Members to receive Settlement benefits.

WHO IS IN THE SETTLEMENT?

5. **How do I know if I am in the Settlement?**

The Settlement Class includes all persons and entities who, from May 19, 2013 to [DATE OF PRELIMINARY APPROVAL ORDER] (the “Class Period”), both resided in the United States (defined to including both states and territories of the United States), and purchased any of the Products in the United States. Excluded from the Settlement Class are: (a) Defendant’s officers, directors, employees and attorneys; (b) governmental entities; (c) the Court, the Court’s immediate family, and the Court staff; and (d) any person who timely and properly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

6. **Which Products are included in the Settlement?**

The Settlement includes all varieties and container sizes of Henkel’s Purex laundry detergent products that bear the phrase “Natural Elements” on the label, including but not limited to Purex Natural Elements Laundry Detergent, Purex Ultra Natural Elements HE Detergent, Purex Natural Elements HE Laundry Detergent, and Purex Natural Elements Ultra Concentrate HE, as well as all scents of such products, including but not limited to Linen & Lilies Scent, Lilac & White Lavender Scent, and Tropical Splash Scent, regardless of unit size, that were sold in the United States or its territories during the Class Period.

7. **What if I am still not sure if I am included in the Settlement?**

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement Agreement, you should visit the Settlement Website, laundrydetergentsettlement.com, or call the toll-free number, 877-291-9488.

SETTLEMENT BENEFITS

8. What does the Settlement provide?

The Settlement provides for a Qualified Settlement Fund in the amount of \$1,500,000. The Settlement Fund will be to pay (1) Eligible Claims submitted by Settlement Class Members; (2) Attorneys' Fees and Expenses; (3) Notice and Claim Administration Expenses; (4) any necessary taxes; and (5) any Incentive Award made by the Court to Plaintiff. Settlement Class Members who timely submit valid Claim Forms are entitled to receive a cash payment from the Settlement. The actual amount recovered by each Settlement Class Member will not be determined until after the Claim Period has ended and all Claims have been calculated.

9. What can I get from the Settlement?

If you submit a valid Claim Form by the deadline, you can get a payment from the Settlement. For details regarding how payment amounts will be calculated, please visit the Settlement Website, laundrydetergentsettlement.com.

10. What am I giving up to stay in the Class?

Unless you exclude yourself from the Settlement, you cannot sue the Defendant, continue to sue, or be part of any other lawsuit against the Defendant about the claims released in this Settlement. It also means that all of the decisions by the Court will bind you. Below is a summary of Released Claims. The full Release is described more fully in the Settlement Agreement and describes exactly the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at the Settlement Website, laundrydetergentsettlement.com.

“Released Claims” means, with the exception of claims for bodily injury, any claim, cross-claim, liability, right, demand, action, suit, matter, obligation, damage, restitution, disgorgement, loss or cost, attorney’s fee, expense, indemnity, or cause of every kind and/or description that Plaintiff, the Settlement Class or any member thereof had or have, including assigned claims, whether in arbitration, administrative, or judicial proceedings, whether in law or equity, whether as individual claims, claims asserted on a class basis or on behalf of the general public, whether known or unknown, asserted or unasserted, suspected or unsuspected, latent or patent, that is, has been, could reasonably have been, or in the future might reasonably be asserted by Plaintiff or any members of the Settlement Class, either in the Action or in any action or proceeding in this Court or in any other court or forum, regardless of legal theory or the law under which such action may be brought, and regardless of the type or amount of relief or damages claimed, against any of the Released Persons (defined below), arising out of or relating to natural” or other nature-related representations claims, images or colors, including but not limited to the term “Natural Elements” and other uses of “natural” or similar terms, on the labeling, marketing, ingredients, or advertising of the Products, through any medium (including but not limited to on-label, Internet, television, radio, and print). Released Claims do not include any claims for bodily injury.

“Released Persons” includes Henkel Consumer Goods Inc., Henkel Corporation, and Henkel U.S. Operations Corporation, their successors and predecessors, each of their parents, subsidiaries, affiliates, and any of their officers, directors, employees, shareholders, partners, privies, agents, attorneys, representatives, accountants, insurers, assignees, trustees, executors, and all persons acting by, through, under the direction of, or in concert with them. Released Persons also means and includes all suppliers, distributors, resellers, retailers, customers, co-packers, advertisers, and any other persons involved in the development, advertising, marketing, labeling, formulation, distribution, or sale of the Products.

HOW TO GET A PAYMENT

11. How can I get a payment?

To be eligible to receive a payment from the Settlement, you must complete and submit a valid and timely Claim Form. You can complete and submit your Claim Form online at the Settlement Website, laundrydetergentsettlement.com. The Claim Form can be downloaded from the Settlement Website and submitted via mail, as well. You can request a Claim Form be sent to you by sending a written request to the Settlement

Administrator by mail or by email.

MAIL: P.O. Box 3240
Portland, OR 97208-3240

EMAIL: info@laundrydetergentsettlement.com

Please read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **[INSERT DEADLINE DATE]** to: Settlement Administrator, P.O. Box 3240, Portland, OR 97208-3240, or submit your Claim Form online at the Settlement Website, laundrydetergentsettlement.com, by **[INSERT DEADLINE DATE]**.

If you do not submit a valid Claim Form by the deadline, you will not receive a payment.

12. **When will I get my payment?**

Payments will be mailed to Settlement Class Members who send in valid and timely Claim Forms after the Court grants “final approval” to the Settlement and after any and all appeals are resolved. If the Court approves the Settlement after a hearing on **[INSERT DATE]**, there may be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from the Settlement, and you want to keep the right to sue or continue to sue the Defendant on your own about the claims released in this Settlement, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement Class.

13. **How do I get out of the Settlement?**

To exclude yourself (or “Opt-Out”) from the Settlement, you must complete and mail to the Settlement Administrator a written request that includes the following:

- Your name and address;
- The name of the case: *Luib v. Henkel Consumer Goods Inc.*, Case No. 1:17-cv-03021-BMC;
- A statement that you want to be excluded from this Settlement; and
- Your signature. Your exclusion request must be signed by you personally, and may not be signed by an attorney or other person acting on your behalf.

You must mail your exclusion request, postmarked no later than **[INSERT DEADLINE DATE]**, to:

P.O. Box 3240
Portland, OR 97208-3240

If you do not include the required information or submit your request for exclusion on time, you will remain a Settlement Class Member and will not be able to sue the Defendant about the claims in this lawsuit. In that event, you also will not be eligible to receive a payment from the Settlement.

14. **If I do not exclude myself, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Defendant or any other Released Persons for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to pursue or continue your own lawsuit against Defendant or any other Released Persons concerning the labeling, marketing, ingredients, or advertising of the Products. If you properly exclude yourself from the Settlement Class, you shall not be bound by any orders or judgments entered in the Action relating to the Settlement.

15. If I exclude myself, can I still get a payment?

No. You will not get any 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.

OBJECTING TO THE SETTLEMENT

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

A Settlement Class Member may object to the proposed Settlement. A Settlement Class Member may object to the Settlement either on his or her own without an attorney, or through an attorney hired at his or her expense. Any objection must be in writing, signed by the Settlement Class Member (and his or her attorney, if individually represented), filed with the Court, with a copy delivered to Class Counsel and Defendant’s Counsel at the addresses set forth below, no later than **[INSERT DEADLINE DATE]**. Any objection shall contain a caption or title that identifies it as “Objection to Class Settlement in *Luib v. Henkel Consumer Goods Inc.* (E.D.N.Y. Case No. 1:17-cv-03021-BMC).”

The written objection must include: (a) a heading which refers to the Action; (b) the objector’s name, address, telephone number, and, if represented by counsel, his/her counsel; (c) a declaration submitted under penalty of perjury that the objector purchased the Product during the period of time described in the Settlement Class definition or receipt(s) reflecting such purchase(s); (d) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (e) a statement of the objection and the grounds supporting the objection; (f) copies of any papers, briefs, or other documents upon which the objection is based; (g) the name and case number of all objections to class action settlements made by the objector in the past five (5) years; and (h) the objector’s signature.

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy delivered to Class Counsel and Defendant’s Counsel no later than **[INSERT DEADLINE DATE]** at the following addresses:

Court	Class Counsel	Class Counsel
The United States District Court for the Eastern District of New York 225 Cadman Plaza East Brooklyn, NY 11201	Christopher J. Moreland Halunen Law 1650 IDS Center, 80 S. 8th St. Minneapolis, MN 55402	Michael R. Reese Reese, LLP 100 West 93rd Street, 16th Floor New York, NY 10025
Class Counsel	Defendant’s Counsel	
Jason P. Sultzer The Sultzer Law Group PC 77 Water Street, 8th Floor New York, NY 10005	Edward P. Boyle Venable LLP 1270 Ave of the Americas 24th Floor New York, NY 10020	

17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court has appointed these lawyers and firms as “Class Counsel,” meaning that they were appointed to

represent all Settlement Class Members: Christopher J. Moreland of Halunen Law; Michael R. Reese of Reese, LLP; and Jason Sultzer of The Sultzer Law Group PC.

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel intends to file a motion on or before **[INSERT DATE]** seeking thirty-three percent (33%) of the Qualified Settlement Funds in addition to reimbursement for costs incurred by Class Counsel. The fees and expenses awarded by the Court will be paid from the Settlement. The Court will determine the amount of fees and expenses to award. Class Counsel will also request that \$7,500.00 be paid from the Settlement to the named Plaintiff who helped the lawyers on behalf of the whole Class.

THE COURT'S FAIRNESS HEARING

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on **[INSERT DATE]** at the United States District Court for the Eastern District of New York, before the Honorable Brian M. Cogan, United States District Judge, in Courtroom 8D South, at 225 Cadman Plaza East, Brooklyn, NY 11201.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and the Class Representative. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

22. 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 send a letter saying that it is your "Notice of Intent to Appear." Please refer to question 16 above for more information.

Your Notice of Intent to Appear must be filed with the Court and served on Class Counsel and Defendant's Counsel no later than **[INSERT DEADLINE DATE]**.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will not get a payment from the Settlement. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant about the legal issues in this case, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Class Settlement Agreement. You can review a complete copy the Settlement Agreement and other information at the Settlement Website, laundrydetergentsettlement.com. To the extent there is any inconsistency between the Settlement Agreement and this notice, the Settlement Agreement controls. If you have additional questions or want to request a Claim Form, you can visit the Settlement Website, laundrydetergentsettlement.com. You can also write to the Settlement Administrator by mail or email, or call toll-free.

MAIL: P.O. Box 3240
Portland, OR 97208-3240

EMAIL: info@laundrydetergentsettlement.com

PHONE: 877-291-9488

Updates will be posted at the Settlement Website, laundrydetergentsettlement.com, as information about the Settlement process becomes available.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE CONCERNING THIS CASE.

EXHIBIT C

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X		
TONY LUIB, individually and on behalf	:	
of himself and all others similarly	:	Case No. 17-cv-03021 (BMC)
situated,	:	
	:	
Plaintiff,	:	
	:	
- against -	:	
	:	
HENKEL CONSUMER GOODS INC.,	:	
	:	
Defendant.	:	
-----X		

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

I, Cameron Azari, declare as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.
2. I am a nationally recognized expert in the field of legal notice, and I have served as an expert in dozens of federal and state cases involving class action notice plans.
3. I am the Director of Legal Notice for Hilsoft Notifications (“Hilsoft”), a firm that specializes in designing, developing, analyzing and implementing, large-scale legal notification plans. Hilsoft is a business unit of Epiq Class Action & Claims Solutions, Inc. (“Epiq”).
4. Hilsoft has been involved with some of the most complex and significant notice programs in recent history, examples of which are discussed below. With experience in more than 400 cases, including more than 35 multi-district litigations, Hilsoft has prepared notices which have appeared in 53 languages and been distributed in almost every country, territory, and dependency in the world. Courts have recognized and approved numerous notice plans developed by Hilsoft, and those decisions have invariably withstood appellate and collateral review.

EXPERIENCE RELEVANT TO THIS CASE

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

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

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

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

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

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

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

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

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

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

8. This declaration details the Settlement Notice Plan (“Notice Plan” or “Plan”) proposed here for the Settlement in *Luib v. Henkel Consumer Goods Inc.*, Case No. 17-cv-03021, pending in the United States District Court for the Eastern District of New York. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Hilsoft and Epiq.¹

NOTICE PLAN

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

All persons and entities who, during the Class Period, both resided in the United States (defined to including both states and territories of the United States), and purchased in the United States any variety or container size of Henkel’s Purex laundry detergent products that bear the phrase “Natural Elements” on the label, including but not limited to Purex Natural Elements Laundry Detergent, Purex Ultra Natural Elements HE Detergent, Purex Natural Elements HE Laundry Detergent, and Purex Natural Elements Ultra Concentrate HE, as well as all scents of such products, including but not limited to Linen & Lilies Scent, Lilac & White Lavender Scent, and Tropical Splash Scent (the “Products”).

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

Excluded from the Settlement Class are: (a) Henkel's officers, directors, employees, and attorneys; (b) governmental entities; (c) the Court, the Court's immediate family, and the Court staff; and (d) any person who timely and properly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

The settlement Class Period means the period from May 19, 2013, up to and including the date of the Court's Preliminary Approval Order.

10. Rule 23 of the Federal Rules of Civil Procedure directs that the best notice practicable under the circumstances must include "individual notice to all members who can be identified through reasonable effort."² The proposed Notice Plan satisfies this requirement. The Notice Plan provides for emailing or mailing individual notice to all Class Members who are reasonably identifiable. It is my understanding that Henkel does not sell the Products directly to consumers, and so it has extremely limited information regarding contact information for potential Settlement Class Members. Because data does not exist for the majority of the Settlement Class, we are proposing an extensive paid online media plan. The paid media plan detailed below is estimated to reach well over 70% of potential Settlement Class Members. In terms of measuring the reach of the program, we are defining Settlement Class Members as adults aged 18 years old and older ("adults 18+") who have purchased environmentally-friendly household cleaners.³

Individual Notice

11. It is my understanding that a small number of email and/or mailing addresses exist in Henkel's records for potential Settlement Class Members. This data will be used to send an Email

² FRCP 23(c)(2)(B).

³ An exact definition of adults who use Purex products was not available in syndicated research; therefore we used the definition closest to Settlement Class Members. Internet reach is based on comScore research. comScore is a global Internet information provider on which leading companies and advertising agencies rely for consumer behavior insight and Internet usage data. comScore maintains a proprietary database of more than two million consumers who have given comScore permission to monitor their browsing and transaction behavior, including online and offline purchasing. comScore panelists also participate in survey research that captures and integrates their attitudes and intentions.

Notice or a Postcard Notice to Settlement Class Members that clearly and concisely summarizes the Settlement. Both the Email and Postcard Notices will direct the recipients to a case website dedicated to the Settlement where they can access additional information.

Email Notice

12. The Email Notice will be disseminated to all potential Settlement Class members for whom a facially valid email address is available. The Email Notice will be created using an embedded html text format. This format will provide easy-to-read text without graphics, tables, images and other elements that would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. Each Email Notice will be transmitted with a unique message identifier. If the receiving e-mail server cannot deliver the message, a “bounce code” will be returned along with the unique message identifier. For any Email Notice for which a bounce code is received indicating that the message was undeliverable, at least two additional attempts will be made to deliver the Notice by email.

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

Direct Mail

14. Epiq will send a Postcard Notice to all records with an associated physical address where a deliverable email address is not available. The Postcard Notice will be sent via United States Postal Service (“USPS”) first class mail. Prior to mailing, all mailing addresses will be

checked against the National Change of Address (“NCOA”) database maintained by the USPS.⁴ Any addresses that are returned by the NCOA database as invalid will be updated through a third-party address search service. In addition, the addresses will be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

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

Internet Banner Notices

16. Internet advertising has become a standard component in legal notice programs. The Internet has proven to be an efficient and cost-effective method to target and provide measurable reach of persons covered by a settlement. According to GfK MRI syndicated research, over 85% of adults who use environmentally friendly household cleaners are online. Accordingly, we will run banner ads on select websites that Class Members may visit regularly, and we will utilize networks based on cost efficiency, timing, and their contribution to the overall reach of the target campaign. Banner advertisements are image-based graphic displays available on desktops and mobile devices. These ads are used in legal noticing to notify people of

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

a settlement relevant to them. The text of the banner advertisements will allow users to identify themselves as potential Settlement Class Members and directly link them to the Settlement Website for more information.

17. Banner notices measuring 728 x 90 pixels, 300 x 600, 970 x 250, and 250 x 300 pixels will be placed online across the popular display ad networks *Google Doubleclick* and *Sizmek*. Combined, these ad networks cover 90% of the U.S. population that is online. Notice will have the opportunity to run on thousands of websites including *Goodhousekeeping.com*, *HGTV.com*, *Weather.com*, and *Everydayfamily.com*. Notice will be targeted to adults 18+ in the U.S. who have purchased environmentally-friendly household cleaners. In addition, Banner Notices measuring 250 x 300 and 728 x 90 will be placed on *Google Display Network's Affinity Audience* targeted to shoppers.

18. Banner notices measuring 254 x 133 pixels will also be placed on *Facebook*. Notice will target adults 18+ as well as adults 18+ who have identified an interest in Purex and "Natural" products. Facebook is the leading social networking site with over 200 million users in the U.S. In addition, Banner Notices measuring 1080 x 1080 will be placed on *Instagram* to users who have identified an interest in Purex products. Details of the online notice program are outlined in the table below.

<u>ONLINE</u>				
Print & Online	Impressions	Distribution	Duration	Unit Size
<i>Facebook</i>	89,500,000	National	4 weeks	254 x 133
<i>Instagram</i>	1,000,000	National	4 weeks	1080 x 1080
<i>Display Ad Networks (Google DoubleClick and Sizmek)</i>	304,250,000	National	4 weeks	300 x 600, 970 x 250, 250 x 300 & 728 x 90
<i>Google Display (Affinity Shoppers)</i>	8,000,000	National	4 weeks	250 x 300 & 728 x 90
Total Impressions:	402,750,000			

19. Combined, approximately 402 million adult impressions will be generated by the Banner Notices, which will run for approximately 4 weeks. Clicking on the Banner Notice will link the reader to the case website, where they can obtain detailed information about the Settlement.

20. Throughout the Notice Plan, we will continuously monitor the effectiveness of the Plan and, in consultation with counsel, will make cost-effective adjustments as appropriate to maximize reach with the lowest cost.

Internet Sponsored Search Listings

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

Informational Release

22. To build additional reach and extend exposures, a party-neutral Informational Release will be issued to approximately 5,000 general media (print and broadcast) outlets across the United States and 5,400 online databases and websites (including websites for large news outlets, local affiliate news stations, business journals and trade organizations). The Informational Release will serve a valuable role by providing additional notice exposures beyond those already provided by the paid media.

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

23. A dedicated website will be established for the Settlement with an easy-to-remember domain name. Settlement Class Members will be able to obtain detailed information about the case and review key documents, including the Settlement Notices, Settlement Agreement, Complaint, and Preliminary Approval Order, as well as answers to frequently asked questions (“FAQs”). Importantly, Settlement Class Members will have the opportunity to file a claim on the case website. The case website address will be displayed prominently on all notice documents.

24. A toll-free telephone number will also be established to allow Settlement Class Members to call for additional information, listen to answers to FAQs, and request that a Notice be mailed to them. The toll-free telephone number will be prominently displayed in the Notice documents as well.

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

Claims Processing & Distributions

26. Once all valid Claims have been tallied, Epiq will cause all electronic and hard copy Claims to be processed, reviewed, and de-duplicated prior to preparing the finalized Distribution List. Once the finalized Distribution List has been prepared, Epiq will issue traditional bank checks to Claimants at the addresses that the Claimants provided during the claims process. In an effort to ensure that the checks will reach the intended Claimant, any checks returned as undeliverable by the USPS, which have a forwarding address will be re-mailed to that forwarding address. Any checks that are returned as undeliverable by the USPS without a forwarding address

will be subject to address verification searches (“skip tracing”), utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses. Checks will then be re-mailed to updated addresses located through skip tracing.

CONCLUSION


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

28. The Notice Plan will effectively reach at least an estimated 70% of the Class. In 2010, the Federal Judicial Center issued a Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide. This Guide states that, “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.” Here, we have developed a Notice Plan that will readily meet that standard.

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

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

I declare under penalty of perjury that the foregoing is true and correct. Executed on February 28, 2019, at Beaverton, Oregon.



Cameron R. Azari

Attachment 1

HILSOFT NOTIFICATIONS

Hilsoft Notifications is a leading provider of legal notice services for large-scale class action and bankruptcy matters. We specialize in providing quality, expert, notice plan development – designing notice programs that satisfy due process requirements and withstand judicial scrutiny. For more than 23 years, Hilsoft Notifications’ notice plans have been approved and upheld by courts. Hilsoft Notifications has been retained by defendants and/or plaintiffs on more than 300 cases, including more than 30 MDL cases, with notices appearing in more than 53 languages and in almost every country, territory and dependency in the world. Case examples include:

- Hilsoft designed and implemented monumental notice campaigns to notify current or former owners or lessees of certain BMW, Mazda, Subaru, Toyota, Honda, and Nissan vehicles as part of \$1.2 billion in settlements regarding Takata airbags. The Notice Plans included individual mailed notice to more than 51.5 million potential Class Members and notice via consumer publications, U.S. Territory newspapers, radio spots, internet banners, mobile banners, and specialized behaviorally targeted digital media. Combined, the Notice Plans reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle with a frequency of 4.0 times each. ***In re: Takata Airbag Products Liability Litigation (OEMs – BMW, Mazda, Subaru, Toyota, Honda and Nissan)***, MDL No. 2599 (S.D. Fla.).
- A comprehensive notice program within the *Volkswagen Emissions Litigation* that provided individual notice to more than 946,000 vehicle owners via first class mail and to more than 855,000 via email. A targeted internet campaign further enhanced the notice effort. ***In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)***, MDL No. 2672 (N.D. Cal.).
- Hilsoft designed and implemented an extensive settlement Notice Plan for a class period spanning more than 40 years for smokers of light cigarettes. The Notice Plan delivered a measured reach of approximately 87.8% of Arkansas Adults 25+ with a frequency of 8.9 times and approximately 91.1% of Arkansas Adults 55+ with a frequency of 10.8 times. Hispanic newspaper notice, an informational release, radio PSAs, sponsored search listings and a case website further enhanced reach. ***Miner v. Philip Morris USA, Inc.***, No. 60CV03-4661 (Ark. Cir.).
- One of the largest claim deadline notice campaigns ever implemented, for BP’s \$7.8 billion settlement claim deadline relating to the Deepwater Horizon oil spill. Hilsoft Notifications designed and implemented the claim deadline notice program, which resulted in a combined measurable paid print, television, radio and Internet effort that reached in excess of 90% of adults aged 18+ in the 26 identified DMAs covering the Gulf Coast Areas an average of 5.5 times each. ***In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010***, MDL No. 2179 (E.D. La.).
- Large asbestos bar date notice effort, which included individual notice, national consumer publications, hundreds of local and national newspapers, Spanish newspapers, union labor publications, and digital media to reach the target audience. ***In re: Energy Future Holdings Corp., et al. (Asbestos Claims Bar Date Notice)***, 14-10979(CSS) (Bankr. D. Del.).
- Landmark \$6.05 billion settlement reached by Visa and MasterCard. The intensive notice program involved over 19.8 million direct mail notices to class members together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade & specialty publications, and language & ethnic targeted publications. Hilsoft also implemented an extensive online notice campaign with banner notices, which generated more than 770 million adult impressions, a case website in eight languages, and acquisition of sponsored search listings to facilitate locating the website. ***In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation***, MDL No. 1720 (E.D.N.Y.).

- BP's \$7.8 billion settlement of claims related to the Deepwater Horizon oil spill emerged from possibly the most complex class action in U.S. history. Hilsoft Notifications drafted and opined on all forms of notice. The 2012 notice program designed by Hilsoft reached at least 95% Gulf Coast region adults via television, radio, newspapers, consumer publications, trade journals, digital media and individual notice. ***In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010***, MDL No. 2179 (E.D. La.).
- Momentous injunctive settlement reached by American Express regarding merchant payment card processing. The notice program provided extensive individual notice to more than 3.8 million merchants as well as coverage in national and local business publications, retail trade publications and placement in the largest circulation newspapers in each of the U.S. territories and possessions. ***In re American Express Anti-Steering Rules Antitrust Litigation (II)***, MDL No. 2221 (E.D.N.Y.) ("Italian Colors").
- Overdraft fee class actions have been brought against nearly every major U.S. commercial bank. For related settlements, Hilsoft Notifications has developed programs that integrate individual notice and paid media efforts. PNC, Citizens, TD Bank, Fifth Third, Harris Bank M&I, Comerica Bank, Susquehanna Bank, Capital One, M&T Bank and Synovus are among the more than 20 banks that have retained Hilsoft. ***In re Checking Account Overdraft Litigation***, MDL No. 2036 (S.D. Fla.).
- Possibly the largest data breach in U.S. history with approximately 130 million credit and debit card numbers stolen. ***In re Heartland Data Security Breach Litigation***, MDL No. 2046 (S.D. Tex.)
- Largest and most complex class action in Canadian history. Designed and implemented groundbreaking notice to disparate, remote aboriginal people in the multi-billion dollar settlement. ***In re Residential Schools Class Action Litigation***, 00-CV-192059 CPA (Ont. Super. Ct.).
- Extensive point of sale notice program of a settlement providing payments up to \$100,000 related to Chinese drywall – 100 million notices distributed to Lowe's purchasers during a six-week period. ***Vereen v. Lowe's Home Centers***, SU10-CV-2267B (Ga. Super. Ct.).
- Largest discretionary class action notice campaign involving virtually every adult in the U.S. for the settlement. ***In re Trans Union Corp. Privacy Litigation***, MDL No. 1350 (N.D. Ill.).
- Most complex national data theft class action settlement involving millions of class members. ***Lockwood v. Certegy Check Services, Inc.***, 8:07-cv-1434-T-23TGW (M.D. Fla.).
- Largest combined U.S. and Canadian retail consumer security breach notice program. ***In re TJX Companies, Inc., Customer Data Security Breach Litigation***, MDL No. 1838 (D. Mass.).
- Most comprehensive notice ever in a securities class action for the \$1.1 billion settlement of ***In re Royal Ahold Securities and ERISA Litigation***, MDL No. 1539 (D. Md.).
- Most complex worldwide notice program in history. Designed and implemented all U.S. and international media notice with 500+ publications in 40 countries and 27 languages for \$1.25 billion settlement. ***In re Holocaust Victims Assets, "Swiss Banks"***, No. CV-96-4849 (E.D.N.Y.).
- Largest U.S. claim program to date. Designed and implemented a notice campaign for the \$10 billion program. ***Tobacco Farmer Transition Program***, (U.S. Dept. of Ag.).
- Multi-national claims bar date notice to asbestos personal injury claimants. Opposing notice expert's reach methodology challenge rejected by court. ***In re Babcock & Wilcox Co***, No. 00-10992 (E.D. La.).

LEGAL NOTICING EXPERTS

Cameron Azari, Esq., Director of Legal Notice

Cameron Azari, Esq. has more than 17 years of experience in the design and implementation of legal notification and claims administration programs. He is a nationally recognized expert in the creation of class action notification campaigns in compliance with Fed R. Civ. P. 23(c)(2) (d)(2) and (e) and similar state class action statutes. Cameron has been responsible for hundreds of legal notice and advertising programs. During his career, he has been involved in an array of high profile class action matters, including *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (MasterCard & Visa)*, *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, Heartland Payment Systems*, *In re: Checking Account Overdraft Litigation, Lowe's Home Centers, Department of Veterans Affairs (VA)*, and *In re Residential Schools Class Action Litigation*. He is an active author and speaker on a broad range of legal notice and class action topics ranging from amendments to FRCP Rule 23 to email noticing, response rates and optimizing settlement effectiveness. Cameron is an active member of the Oregon State Bar. He received his B.S. from Willamette University and his J.D. from Northwestern School of Law at Lewis and Clark College. Cameron can be reached at caza@legalnotice.com.

Lauran Schultz, Executive Director

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

ARTICLES AND PRESENTATIONS

- **Cameron Azari** Co-Author, "A Practical Guide to Chapter 11 Bankruptcy Publication Notice." E-book, published, May 2017.
- **Cameron Azari** Featured Speaker, "Proposed Changes to Rule 23 Notice and Scrutiny of Claim Filing Rates," DC Consumer Class Action Lawyers Luncheon, December 6, 2016.
- **Cameron Azari** Speaker, "2016 Cybersecurity & Privacy Summit. Moving From 'Issue Spotting' To Implementing a Mature Risk Management Model." King & Spalding, Atlanta, GA, April 25, 2016.
- **Cameron Azari** Speaker, "Live Cyber Incident Simulation Exercise." Advisen's Cyber Risk Insights Conference, London, UK, February 10, 2015.
- **Cameron Azari** Speaker, "Pitfalls of Class Action Notice and Claims Administration." PLI's Class Action Litigation 2014 Conference, New York, NY, July 9, 2014.
- **Cameron Azari** Co-Author, "What You Need to Know About Frequency Capping In Online Class Action Notice Programs." *Class Action Litigation Report*, June 2014.
- **Cameron Azari** Speaker, "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, New York, NY, April 7-8, 2014 and Chicago, IL, April 28-29, 2014.
- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements - Recent Developments." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 29-30, 2014.
- **Cameron Azari** Speaker, "Legal Notice in Building Products Cases." HarrisMartin's Construction Product Litigation Conference, Miami, FL, October 25, 2013.

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

JUDICIAL COMMENTS

Judge Charles R. Breyer, *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Products Liability Litigation* (May 17, 2017) MDL No. 2672 (N.D. Cal.):

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

Judge Joseph F. Bataillon, *Klug v. Watts Regulator Company* (April 13, 2017) No. 8:15-cv-00061-JFB-FG3 (D. Neb.):

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

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

The form, content, and method of dissemination of Notice of Settlement given to the Settlement Class was adequate and reasonable and constituted the best notice practicable under the circumstances, including both individual notice to all Settlement Class Members who could be identified through reasonable effort and publication notice.

Notice of Settlement, as given, complied with the requirements of Rule 23 of the Federal Rules of Civil Procedure, satisfied the requirements of due process, and constituted due and sufficient notice of the matters set forth herein.

Notice of the Settlement was provided to the appropriate regulators pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(c)(1).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The court finds that the Notice Plan, as described in the Settlement and related declarations, has been faithfully carried out and constituted the best practicable notice to Class Members under the circumstances of this Action, and was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to be provided with Notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Court finds that the dissemination of the Class Notice... as described in Notice Agent Lauran Schultz's Declaration: (a) constituted the best practicable notice to Class Members under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances...; (c) constituted notice that was reasonable, due, adequate, and sufficient; and (d) constituted notice that fully satisfied all applicable legal requirements, including Rules 23(c)(2)(B) and (e)(1) of the Federal Rules of Civil Procedure, the United States Constitution (including Due Process Clause), the Rules of this Court, and any other applicable law, as well as complied with the Federal Judicial Center's illustrative class action notices.

Judge Edward M. Chen, *Marolda v. Symantec Corporation*, (April 5, 2013) No. 08-cv-05701 (N.D. Cal.):

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

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

The parties retained Hilsoft Notifications ("Hilsoft"), an experienced class-notice consultant, to design and carry out the notice plan. The form and content of the notices provided to the class were direct, understandable, and consistent with the "plain language" principles advanced by the Federal Judicial Center.

*The notice plan's multi-faceted approach to providing notice to settlement class members whose identity is not known to the settling parties constitutes "the best notice [*26] that is practicable under the circumstances" consistent with Rule 23(c)(2)(B).*

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

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

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

Through August 9, 2012, 366,242 individual notices had been sent to potential [Medical Benefits] Settlement Class Members by postal mail and 56,136 individual notices had been e-mailed. Only 10,700 mailings—or 3.3%—were known to be undeliverable. (Azari Decl. ¶¶ 8, 9.) Notice was also provided through an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, highly-trafficked websites, and Sunday local newspapers (via newspaper supplements). Notice was also provided in non-measured trade, business and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The combined measurable paid print, television, radio, and Internet effort reached an estimated 95% of adults aged 18+ in the Gulf Coast region an average of 10.3 times each, and an estimated 83% of all adults in the United States aged 18+ an average of 4 times each. (Id. ¶¶ 8, 10.) All notice documents were designed to be clear, substantive, and informative. (Id. ¶ 5.)

The Court received no objections to the scope or content of the [Medical Benefits] Notice Program. (Azari Supp. Decl. ¶ 12.) The Court finds that the Notice and Notice Plan as implemented satisfied the best notice practicable standard of Rule 23(c) and, in accordance with Rule 23(e)(1), provided notice in a reasonable manner to Class Members who would be bound by the Settlement, including individual notice to all Class Members who could be identified through reasonable effort. Likewise, the Notice and Notice Plan satisfied the requirements of Due Process. The Court also finds the Notice and Notice Plan satisfied the requirements of CAFA.

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

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rule of Civil Procedure 23(c)(2)(b) and 23(e), the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation. The notice program surpassed the requirements of Due Process, Rule 23, and CAFA. Based on the factual elements of the Notice Program as detailed below, the Notice Program surpassed all of the requirements of Due Process, Rule 23, and CAFA.

The Notice Program, as duly implemented, surpasses other notice programs that Hilsoft Notifications has designed and executed with court approval. The Notice Program included notification to known or potential Class Members via postal mail and e-mail; an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, and Sunday local newspapers. Notice placements also appeared in non-measured trade, business, and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The Notice Program met the objective of reaching the greatest possible number of class members and providing them with every reasonable opportunity to understand their legal rights. See Azari Decl. ¶¶ 8, 15, 68. The Notice Program was substantially completed on July 15, 2012, allowing class members adequate time to make decisions before the opt-out and objections deadlines.

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

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

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

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

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

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

The Court finds that the Notice and the Notice Plan was fulfilled, in accordance with the terms of the Settlement Agreement, the Amendment, and this Court's Preliminary Approval Order and that this Notice and Notice Plan constituted the best practicable notice to Class Members under the circumstances of this action, constituted due and sufficient Notice of the proposed Settlement to all persons entitled to participate in the proposed Settlement, and was in full compliance with Ga. Code Ann § 9-11-23 and the constitutional requirements of due process. Extensive notice was provided to the class, including point of sale notification, publication notice and notice by first-class mail for certain potential Class Members.

The affidavit of the notice expert conclusively supports this Court's finding that the notice program was adequate, appropriate, and comported with Georgia Code Ann. § 9-11-23(b)(2), the Due Process Clause of the Constitution, and the guidance for effective notice articulate in the FJC's Manual for Complex Litigation, 4th.

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

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

Judge John D. Bates, Trombley v. National City Bank, (December 1, 2011) 1:10-CV-00232 (D.D.C.)

The form, content, and method of dissemination of Notice given to the Settlement Class were in full compliance with the Court's January 11, 2011 Order, the requirements of Fed. R. Civ. P. 23(e), and due process. The notice was adequate and reasonable, and constituted the best notice practicable under the circumstances. In addition, adequate notice of the proceedings and an opportunity to participate in the final fairness hearing were provided to the Settlement Class.

Judge Robert M. Dow, Jr., Schulte v. Fifth Third Bank, (July 29, 2011) No. 1:09-cv-6655 (N.D. Ill.):

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

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

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

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

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

Judge Ted Stewart, *Miller v. Basic Research, LLC*, (September 2, 2010) No. 2:07-cv-871 (D. Utah):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Class Notice, as disseminated to members of the Settlement Class in accordance with provisions of the Preliminary Approval Order, was the best notice practicable under the circumstances to all members of the Settlement Class. Accordingly, the Class Notice and Claim Form as disseminated are

finally approved as fair, reasonable, and adequate notice under the circumstances. The Court finds and concludes that due and adequate notice of the pendency of this Action, the Stipulation, and the Final Settlement Hearing has been provided to members of the Settlement Class, and the Court further finds and concludes that the notice campaign described in the Preliminary Approval Order and completed by the parties complied fully with the requirements of Arkansas Rule of Civil Procedure 23 and the requirements of due process under the Arkansas and United States Constitutions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In order to maximize the efficiency of the notice, a professional concern, Hilsoft Notifications, was retained. This Court concludes that the notice campaign was the best practicable, reasonably calculated, under all

the circumstances, to apprise interested parties of the settlement and afford them an opportunity to present their objections...The notice campaign was highly successful and effective, and it more than satisfied the due process and state law requirements for class notice.

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

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

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

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

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

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

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

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

LEGAL NOTICE CASES

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

<i>Andrews v. MCI (900 Number Litigation)</i>	S.D. Ga., CV 191-175
<i>Harper v. MCI (900 Number Litigation)</i>	S.D. Ga., CV 192-134
<i>In re Bausch & Lomb Contact Lens Litigation</i>	N.D. Ala., 94-C-1144-WW
<i>In re Ford Motor Co. Vehicle Paint Litigation</i>	E.D. La., MDL No. 1063
<i>Castano v. Am. Tobacco</i>	E.D. La., CV 94-1044
<i>Cox v. Shell Oil (Polybutylene Pipe Litigation)</i>	Tenn. Ch., 18,844
<i>In re Amino Acid Lysine Antitrust Litigation</i>	N.D. Ill., MDL No. 1083
<i>In re Dow Corning Corp. (Breast Implant Bankruptcy)</i>	E.D. Mich., 95-20512-11-AJS

<i>Kunhel v. CNA Ins. Companies</i>	N.J. Super. Ct., ATL-C-0184-94
<i>In re Factor Concentrate Blood Prods. Litigation (Hemophiliac HIV)</i>	N.D. Ill., MDL No. 986
<i>In re Ford Ignition Switch Prods. Liability Litigation</i>	D. N.J., 96-CV-3125
<i>Jordan v. A.A. Friedman (Non-Filing Ins. Litigation)</i>	M.D. Ga., 95-52-COL
<i>Kalhammer v. First USA (Credit Card Litigation)</i>	Cal. Cir. Ct., C96-45632010-CAL
<i>Navarro-Rice v. First USA (Credit Card Litigation)</i>	Or. Cir. Ct., 9709-06901
<i>Spitzfaden v. Dow Corning (Breast Implant Litigation)</i>	La. D. Ct., 92-2589
<i>Robinson v. Marine Midland (Finance Charge Litigation)</i>	N.D. Ill., 95 C 5635
<i>McCurdy v. Norwest Fin. Alabama</i>	Ala. Cir. Ct., CV-95-2601
<i>Johnson v. Norwest Fin. Alabama</i>	Ala. Cir. Ct., CV-93-PT-962-S
<i>In re Residential Doors Antitrust Litigation</i>	E.D. Pa., MDL No. 1039
<i>Barnes v. Am. Tobacco Co. Inc.</i>	E.D. Pa., 96-5903
<i>Small v. Lorillard Tobacco Co. Inc.</i>	N.Y. Super. Ct., 110949/96
<i>Naef v. Masonite Corp (Hardboard Siding Litigation)</i>	Ala. Cir. Ct., CV-94-4033
<i>In re Synthroid Mktg. Litigation</i>	N.D. Ill., MDL No. 1182
<i>Raysick v. Quaker State Slick 50 Inc.</i>	D. Tex., 96-12610
<i>Castillo v. Mike Tyson (Tyson v. Holyfield Bout)</i>	N.Y. Super. Ct., 114044/97
<i>Avery v. State Farm Auto. Ins. (Non-OEM Auto Parts)</i>	Ill. Cir. Ct., 97-L-114
<i>Walls v. The Am. Tobacco Co. Inc.</i>	N.D. Okla., 97-CV-218-H
<i>Tempest v. Rainforest Café (Securities Litigation)</i>	D. Minn., 98-CV-608
<i>Stewart v. Avon Prods. (Securities Litigation)</i>	E.D. Pa., 98-CV-4135
<i>Goldenberg v. Marriott PLC Corp (Securities Litigation)</i>	D. Md., PJM 95-3461
<i>Delay v. Hurd Millwork (Building Products Litigation)</i>	Wash. Super. Ct., 97-2-07371-0
<i>Gutterman v. Am. Airlines (Frequent Flyer Litigation)</i>	Ill. Cir. Ct., 95CH982
<i>Hoeffner v. The Estate of Alan Kenneth Vieira (Un-scattered Cremated Remains Litigation)</i>	Cal. Super. Ct., 97-AS 02993
<i>In re Graphite Electrodes Antitrust Litigation</i>	E.D. Pa., MDL No. 1244
<i>In re Silicone Gel Breast Implant Prods. Liability Litigation, Altrichter v. INAMED</i>	N.D. Ala., MDL No. 926
<i>St. John v. Am. Home Prods. Corp. (Fen/Phen Litigation)</i>	Wash. Super. Ct., 97-2-06368

Crane v. Hackett Assocs. (Securities Litigation)	E.D. Pa., 98-5504
In re Holocaust Victims Assets Litigation (Swiss Banks)	E.D.N.Y., CV-96-4849
McCall v. John Hancock (Settlement Death Benefits)	N.M. Cir. Ct., CV-2000-2818
Williams v. Weyerhaeuser Co. (Hardboard Siding Litigation)	Cal. Super. Ct., CV-995787
Kapustin v. YBM Magnex Int'l Inc. (Securities Litigation)	E.D. Pa., 98-CV-6599
Leff v. YBM Magnex Int'l Inc. (Securities Litigation)	E.D. Pa., 95-CV-89
In re PRK/LASIK Consumer Litigation	Cal. Super. Ct., CV-772894
Hill v. Galaxy Cablevision	N.D. Miss., 1:98CV51-D-D
Scott v. Am. Tobacco Co. Inc.	La. D. Ct., 96-8461
Jacobs v. Winthrop Financial Associates (Securities Litigation)	D. Mass., 99-CV-11363
Int'l Comm'n on Holocaust Era Ins. Claims – Worldwide Outreach Program	Former Secretary of State Lawrence Eagleburger Commission
Bownes v. First USA Bank (Credit Card Litigation)	Ala. Cir. Ct., CV-99-2479-PR
Whetman v. IKON (ERISA Litigation)	E.D. Pa., 00-87
Mangone v. First USA Bank (Credit Card Litigation)	Ill. Cir. Ct., 99AR672a
In re Babcock and Wilcox Co. (Asbestos Related Bankruptcy)	E.D. La., 00-10992
Barbanti v. W.R. Grace and Co. (Zonolite / Asbestos Litigation)	Wash. Super. Ct., 00201756-6
Brown v. Am. Tobacco	Cal. Super. Ct., J.C.C.P. 4042, 711400
Wilson v. Servier Canada Inc. (Canadian Fen/Phen Litigation)	Ont. Super. Ct., 98-CV-158832
In re Texaco Inc. (Bankruptcy)	S.D.N.Y. 87 B 20142, 87 B 20143, 87 B 20144
Olinde v. Texaco (Bankruptcy, Oil Lease Litigation)	M.D. La., 96-390
Gustafson v. Bridgestone/Firestone, Inc. (Recall Related Litigation)	S.D. Ill., 00-612-DRH
In re Bridgestone/Firestone Tires Prods. Liability Litigation	S.D. Ind., MDL No. 1373
Gaynoe v. First Union Corp. (Credit Card Litigation)	N.C. Super. Ct., 97-CVS-16536
Carson v. Daimler Chrysler Corp. (Fuel O-Rings Litigation)	W.D. Tenn., 99-2896 TU A
Providian Credit Card Cases	Cal. Super. Ct., J.C.C.P. 4085
Fields v. Great Spring Waters of Am., Inc. (Bottled Water Litigation)	Cal. Super. Ct., 302774

Sanders v. Great Spring Waters of Am., Inc. (Bottled Water Litigation)	Cal. Super. Ct., 303549
Sims v. Allstate Ins. Co. (Diminished Auto Value Litigation)	Ill. Cir. Ct., 99-L-393A
Peterson v. State Farm Mutual Auto. Ins. Co. (Diminished Auto Value Litigation)	Ill. Cir. Ct., 99-L-394A
Microsoft I-V Cases (Antitrust Litigation Mirroring Justice Dept.)	Cal. Super. Ct., J.C.C.P. 4106
Westman v. Rogers Family Funeral Home, Inc. (Remains Handling Litigation)	Cal. Super. Ct., C-98-03165
Rogers v. Clark Equipment Co.	Ill. Cir. Ct., 97-L-20
Garrett v. Hurley State Bank (Credit Card Litigation)	Miss. Cir. Ct., 99-0337
Ragoonanan v. Imperial Tobacco Ltd. (Firesafe Cigarette Litigation)	Ont. Super. Ct., 00-CV-183165 CP
Dietschi v. Am. Home Prods. Corp. (PPA Litigation)	W.D. Wash., C01-0306L
Dimitrios v. CVS, Inc. (PA Act 6 Litigation)	Pa. C.P., 99-6209
Jones v. Hewlett-Packard Co. (Inkjet Cartridge Litigation)	Cal. Super. Ct., 302887
In re Tobacco Cases II (California Tobacco Litigation)	Cal. Super. Ct., J.C.C.P. 4042
Scott v. Blockbuster, Inc. (Extended Viewing Fees Litigation)	136 th Tex. Jud. Dist., D 162-535
Anesthesia Care Assocs. v. Blue Cross of Cal.	Cal. Super. Ct., 986677
Ting v. AT&T (Mandatory Arbitration Litigation)	N.D. Cal., C-01-2969-BZ
In re W.R. Grace & Co. (Asbestos Related Bankruptcy)	Bankr. D. Del., 01-01139-JJF
Talalai v. Cooper Tire & Rubber Co. (Tire Layer Adhesion Litigation)	N.J. Super. Ct., MID-L-8839-00 MT
Kent v. Daimler Chrysler Corp. (Jeep Grand Cherokee Park-to-Reverse Litigation)	N.D. Cal., C01-3293-JCS
Int'l Org. of Migration – German Forced Labour Compensation Programme	Geneva, Switzerland
Madsen v. Prudential Federal Savings & Loan (Homeowner's Loan Account Litigation)	3 rd Jud. Dist. Ct. Utah, C79-8404
Bryant v. Wyndham Int'l., Inc. (Energy Surcharge Litigation)	Cal. Super. Ct., GIC 765441, GIC 777547
In re USG Corp. (Asbestos Related Bankruptcy)	Bankr. D. Del., 01-02094-RJN
Thompson v. Metropolitan Life Ins. Co. (Race Related Sales Practices Litigation)	S.D.N.Y., 00-CIV-5071 HB
Ervin v. Movie Gallery Inc. (Extended Viewing Fees)	Tenn. Ch., CV-13007
Peters v. First Union Direct Bank (Credit Card Litigation)	M.D. Fla., 8:01-CV-958-T-26 TBM
National Socialist Era Compensation Fund	Republic of Austria

<i>In re Baycol Litigation</i>	D. Minn., MDL No. 1431
<i>Claims Conference–Jewish Slave Labour Outreach Program</i>	German Government Initiative
<i>Wells v. Chevy Chase Bank (Credit Card Litigation)</i>	Md. Cir. Ct., C-99-000202
<i>Walker v. Rite Aid of PA, Inc. (PA Act 6 Litigation)</i>	C.P. Pa., 99-6210
<i>Myers v. Rite Aid of PA, Inc. (PA Act 6 Litigation)</i>	C.P. Pa., 01-2771
<i>In re PA Diet Drugs Litigation</i>	C.P. Pa., 9709-3162
<i>Harp v. Qwest Communications (Mandatory Arbitration Lit.)</i>	Or. Circ. Ct., 0110-10986
<i>Tuck v. Whirlpool Corp. & Sears, Roebuck & Co. (Microwave Recall Litigation)</i>	Ind. Cir. Ct., 49C01-0111-CP-002701
<i>Allison v. AT&T Corp. (Mandatory Arbitration Litigation)</i>	1 st Jud. D.C. N.M., D-0101-CV-20020041
<i>Kline v. The Progressive Corp.</i>	Ill. Cir. Ct., 01-L-6
<i>Baker v. Jewel Food Stores, Inc. & Dominick’s Finer Foods, Inc. (Milk Price Fixing)</i>	Ill. Cir. Ct., 00-L-9664
<i>In re Columbia/HCA Healthcare Corp. (Billing Practices Litigation)</i>	M.D. Tenn., MDL No. 1227
<i>Foultz v. Erie Ins. Exchange (Auto Parts Litigation)</i>	C.P. Pa., 000203053
<i>Soders v. General Motors Corp. (Marketing Initiative Litigation)</i>	C.P. Pa., CI-00-04255
<i>Nature Guard Cement Roofing Shingles Cases</i>	Cal. Super. Ct., J.C.C.P. 4215
<i>Curtis v. Hollywood Entm’t Corp. (Additional Rental Charges)</i>	Wash. Super. Ct., 01-2-36007-8 SEA
<i>Defrates v. Hollywood Entm’t Corp.</i>	Ill. Cir. Ct., 02L707
<i>Pease v. Jasper Wyman & Son, Merrill Blueberry Farms Inc., Allen’s Blueberry Freezer Inc. & Cherryfield Foods Inc.</i>	Me. Super. Ct., CV-00-015
<i>West v. G&H Seed Co. (Crawfish Farmers Litigation)</i>	27 th Jud. D. Ct. La., 99-C-4984-A
<i>Linn v. Roto-Rooter Inc. (Miscellaneous Supplies Charge)</i>	C.P. Ohio, CV-467403
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<i>Perry v. Mastercard Int'l Inc.</i>	Ariz. Super. Ct., CV2003-007154
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<i>Santos v. Government of Guam (Earned Income Tax Credit)</i>	D. Guam, 04-00049
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<i>Bond v. American Family Insurance Co.</i>	D. Ariz., CV06-01249-PXH-DGC
<i>In re SCOR Holding (Switzerland) AG Litigation (Securities)</i>	S.D.N.Y., 04-cv-7897
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<i>Sherrill v. Progressive Northwestern Ins. Co.</i>	18 th D. Ct. Mont., DV-03-220
<i>Gunderson v. F.A. Richard & Assocs., Inc. (AIG)</i>	14 th Jud. D. Ct. La., 2004-2417-D
<i>Jones v. Dominion Resources Services, Inc.</i>	S.D. W. Va., 2:06-cv-00671
<i>Gunderson v. F.A. Richard & Assocs., Inc. (Wal-Mart)</i>	14 th Jud. D. Ct. La., 2004-2417-D
<i>In re Trans Union Corp. Privacy Litigation</i>	N.D. Ill., MDL No. 1350
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<i>McGee v. Continental Tire North America</i>	D.N.J., 2:06-CV-06234 (GEB)
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<i>Gunderson v. F.A. Richard & Assocs., Inc. (Amerisafe)</i>	14 th Jud. D. Ct. La., 2004-002417
<i>In re Katrina Canal Breaches Consolidated Litigation</i>	E.D. La., 05-4182
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<i>Miller v. Basic Research (Weight-loss Supplement)</i>	D. Utah, 2:07-cv-00871-TS
<i>Gunderson v. F.A. Richard & Assocs., Inc. (Cambridge)</i>	14 th Jud. D. Ct. La., 2004-002417
<i>Weiner v. Snapple Beverage Corporation</i>	S.D.N.Y., 07-CV-08742
<i>Holk v. Snapple Beverage Corporation</i>	D.N.J., 3:07-CV-03018-MJC-JJH
<i>Coyle v. Hornell Brewing Co. (Arizona Iced Tea)</i>	D.N.J., 08-CV-2797-JBS-JS
<i>In re Heartland Data Security Breach Litigation</i>	S.D. Tex., MDL No. 2046
<i>Satterfield v. Simon & Schuster, Inc. (Text Messaging)</i>	N.D. Cal., 06-CV-2893 CW
<i>Schulte v. Fifth Third Bank (Overdraft Fees)</i>	N.D. Ill., 1:09-CV-06655
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<i>Gwiazdowski v. County of Chester (Prisoner Strip Search)</i>	E.D. Pa., 2:08cv4463
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<i>McKinley v. Great Western Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036

<i>Wolfegeher v. Commerce Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Harris v. Associated Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Case v. Bank of Oklahoma (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Nelson v. Rabobank, N.A. (Overdraft Fees)</i>	Cal. Super. Ct., RIC 1101391
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<i>Opelousas General Hospital Authority v. FairPay Solutions</i>	27 th Jud. D. Ct. La., 12-C-1599-C
<i>Marolda v. Symantec Corporation (Software Upgrades)</i>	N.D. Cal., 3:08-cv-05701
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<i>Gessele et al. v. Jack in the Box, Inc.</i>	D. Or., No. 3:10-cv-960
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<i>Anderson v. Compass Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
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<i>Williams v. SIF Consultants of Louisiana, Inc. et al.</i>	27 th Jud. D. Ct. La., 09-C-5244-C
<i>Miner v. Philip Morris Companies, Inc. et al.</i>	Ark. Cir. Ct., 60CV03-4661
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<i>Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.</i>	27 th Jud. D. Ct. La., 13-C-3212
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<i>In re: Shop-Vac Marketing and Sales Practices Litigation</i>	M.D. Pa., MDL No. 2380
<i>In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation</i>	D. N.J., MDL No. 2540
<i>In Re: Citrus Canker Litigation</i>	11th Jud. Cir., Flo., No. 03-8255 CA 13
<i>Whitton v. Deffenbaugh Industries, Inc., et al. Gary, LLC v. Deffenbaugh Industries, Inc., et al.</i>	D. Kan., 2:12-cv-02247 D. Kan., 2:13-cv-2634
<i>Swift v. BancorpSouth Bank (Overdraft Fees)</i>	N.D. Fla., No. 1:10-cv-00090
<i>Forgione v. Webster Bank N.A. (Overdraft Fees)</i>	Sup. Ct.Conn., X10-UWY-CV-12-6015956-S
<i>Small v. BOKF, N.A.</i>	D. Col., 13-cv-01125
<i>Anamaria Chimeno-Buzzi & Lakedrick Reed v. Hollister Co. & Abercrombie & Fitch Co.</i>	S.D. Fla., 14-cv-23120-MGC
<i>In re: HSBC Bank USA, N.A., Checking Account Overdraft Litigation</i>	Sup. Ct. N.Y., No. 650562/11
<i>In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch)</i>	N.D. Cal., MDL No. 2672
<i>Hawkins v. First Tennessee Bank, N.A., et al. (Overdraft Fees)</i>	13 th Jud. Cir. Tenn., No. CT-004085-11
<i>Greater Chautauqua Federal Credit Union v. Kmart Corp., et al. (Data Breach)</i>	N.D. Ill., No. 1:15-cv-02228
<i>Bias v. Wells Fargo & Company, et al. (Broker's Price Opinions)</i>	N.D. Cal., No 4:12-cv-00664-YGR
<i>Klug v. Watts Regulator Company (Product Liability)</i>	D. Neb., No. 8:15-cv-00061-JFB-FG3
<i>Ratzlaff v. BOKF, NA d/b/a Bank of Oklahoma, et al. (Overdraft Fees)</i>	Dist. Ct. Okla., No. CJ-2015-00859
<i>Morton v. Greenbank (Overdraft Fees)</i>	20 th Jud. Dist. Tenn., No. 11-135-IV
<i>Jacobs, et al. v. Huntington Bancshares Inc., et al. (FirstMerit Overdraft Fees)</i>	Ohio C.P., No. 11CV000090

<i>Farnham v. Caribou Coffee Company, Inc. (TCPA)</i>	W.D. Wis., No. 16-cv-00295-WMC
<i>Gottlieb v. Citgo Petroleum Corporation (TCPA)</i>	S.D. Fla., No. 9:16-cv-81911
<i>McKnight v. Uber Technologies, Inc.</i>	N.D. Cal., No 3:14-cv-05615-JST
<i>Lewis v. Flue-Cured Tobacco Cooperative Stabilization Corporation (n/k/a United States Tobacco Cooperative, Inc.)</i>	N.C. Gen. Ct of Justice, Sup. Ct. Div., No. 05 CVS 188, No. 05 CVS 1938
<i>T.A.N. v. PNI Digital Media, Inc.</i>	S.D. GA., No. 2:16-cv-132-LGW-RSB.
<i>In re: Syngenta Litigation</i>	4 th Jud. Dist. Minn., No. 27-CV-15-3785
<i>The Financial Oversight and Management Board for Puerto Rico as representative of Puerto Rico Electric Power Authority (“PREPA”) (Bankruptcy)</i>	D. Puerto Rico, No. 17-04780(LTS)
<i>Callaway v. Mercedes-Benz USA, LLC (Seat Heaters)</i>	C.D. Cal., No 14-cv-02011 JVS
<i>In re: Takata Airbag Products Liability Litigation (OEMs – BMW, Mazda, Subaru, Toyota, Honda, and Nissan)</i>	S.D. Fla, MDL No. 2599

Hilsoft-cv-141

EXHIBIT D

If you purchased any Purex Natural Elements Laundry Detergent Products, you may be eligible to receive a payment from a Class Action Settlement.

If you purchased any Defendant Henkel Consumer Goods Inc.'s ("Defendant") Purex laundry detergent products that bear the phrase "Natural Elements" on the label, you may be eligible to receive a payment from a Class Action Settlement ("Settlement"). A lawsuit was filed against Defendant alleging that the "Natural Elements" statements on the labeling, marketing, and advertising of the Products are misleading because they include synthetic ingredients. The case was filed by Tony Luib ("Plaintiff") and is called *Luib v. Henkel Consumer Goods Inc.*, Case No. 1:17-cv-03021-BMC (E.D.N.Y.). Defendant denies that it has done anything wrong, or that the label is untrue or misleading in any way. The Court has not decided who is right. Both sides have agreed to settle the dispute and provide an opportunity for payments and other benefits to Settlement Class Members (defined below).

WHO IS INCLUDED IN THE SETTLEMENT?

The Settlement Class Members include all persons and entities in the United States or its territories, from May 19, 2013 to [DATE OF PRELIMINARY APPROVAL ORDER], that both resided in the United States (defined to including both states and territories of the United States), and purchased any of the Products in the United States. "Products" means all varieties and container sizes of Henkel's Purex laundry detergent products that bear the phrase "Natural Elements" on the label, including but not limited to Purex Natural Elements Laundry Detergent, Purex Ultra Natural Elements HE Detergent, Purex Natural Elements HE Laundry Detergent, and Purex Natural Elements Ultra Concentrate HE, as well as all scents of such products, including but not limited to Linen & Lilies Scent, Lilac & White Lavender Scent, and Tropical Splash Scent, regardless of unit size, marketed and sold by the Defendant in the United States. More information about the Settlement and the Products involved in the Settlement is available at the Settlement website, laundrydetergentsettlement.com, or by calling 877-291-9488.

WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement provides for a Qualified Settlement fund in the amount of \$1,500,000 to pay (1) eligible claims submitted by Settlement Class Members; (2) the fees and expenses of the attorneys representing Plaintiff and the Settlement Class in the lawsuit ("Class Counsel"); (3) notice and claim administration expenses; (4) any necessary taxes; and (5) any Incentive Awards made by the Court to Plaintiff. Settlement Class Members who timely submit valid claim forms are entitled to receive a cash payment from the Qualified Settlement fund. The actual amount recovered by each Settlement Class Member will not be determined until after the claim period has ended and all claims have been calculated.

WHAT ARE MY RIGHTS?

Submit a Claim Form. If you wish to participate in the Settlement and be eligible to receive benefits under the Settlement, you must fill out and submit a claim form by [INSERT DEADLINE DATE]. You can obtain a claim form by (1) visiting the Settlement website, laundrydetergentsettlement.com, where you can file your claim online or print a claim form to submit by mail; (2) mailing a written request for a claim form to the Settlement Administrator: P.O. Box 3240, Portland, OR 97208-3240; or (3) e-mailing the Settlement Administrator at info@laundrydetergentsettlement.com. If you do not timely submit a valid claim form and do not exclude yourself from the Settlement, you will be bound by the Settlement but will not receive any benefits of the Settlement.

Object to the Settlement. If you do not agree with the Settlement or any part of it, you may submit a written objection to the Court. The deadline for submitting an objection is [INSERT DEADLINE DATE].

"Opt Out" or Exclude Yourself from the Settlement If you do not want a payment from the Settlement, and you want to keep the right to sue or continue to sue the Defendant on your own about the claims released in this Settlement, you must exclude yourself by [INSERT DEADLINE DATE], or you give up any right to sue the Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. If you exclude yourself, you cannot get money from this Settlement. The class notice, available at laundrydetergentsettlement.com, explains how to exclude yourself or object. If you do nothing, you will be bound by the Court's decisions.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing on [INSERT DATE AND TIME] to consider whether to approve the Settlement, Class Counsel's request for attorneys' fees of up to thirty-three percent (33%) of the Qualified Settlement fund in addition to reimbursement for expenses and costs, and an Incentive Award for the Plaintiff of \$7,500 from the Qualified Settlement fund. You or your own lawyer may appear and speak at the hearing at your own expense.

FOR MORE INFORMATION

Call Toll-Free at 877-291-9488 or visit laundrydetergentsettlement.com

EXHIBIT E

Joint Press Release, which may be issued on or after the Effective Date:

Reese LLP, Sultz Law Group LLP, Halunen LLP and Henkel Consumer Goods Inc. (“Henkel”) announce the resolution of the *Tony Luib v. Henkel Consumer Goods Inc.* action, pending in the U.S. District Court for the Eastern District of New York (the “Action”).

The Action alleges that the “Natural Elements” statements on the labeling, marketing, and advertising of the Products are misleading because they include synthetic ingredients. Hankel denies any and all wrongdoing of any kind whatsoever, and maintains that “Natural Elements” is a true and accurate description of the products. The settlement was preliminarily approved by the Court on [date], and received final approval on [date].

Under the settlement, Henkel has agreed to add clarifying language to the front of its Purex “Natural Elements” laundry detergent containers, informing consumers that the laundry detergent “contains naturally derived and other ingredients,” and a certain percentage of “bio-based” ingredients certified by the U.S. Department of Agriculture. Henkel will make these changes within 12 months after the settlement’s effective date. In addition, the settlement provides for partial cash refunds to U.S. purchasers of the products from May 19, 2013 through [date] who submitted valid claim forms. The total settlement value is \$1.5 million.

“This is a good result for our loyal Purex Natural Elements consumers,” said Jennifer Schiavone, Henkel Vice President Corporate Communications Americas. “While Henkel maintains that the labels on Purex Natural Elements products have been appropriate, the settlement allows us to avoid the distraction and expense of further litigation, and to focus on growing Purex as a high quality laundry detergent at a great value.”

“We believe the settlement is a fair resolution of the matter and a great result for class members,” said Michael R. Reese, Class Counsel. “As a result of the hard work of the plaintiff and the class counsel in pursuing this matter, consumers received a significant return of the purchase price they paid for the products and the defendant also has made significant changes to the label.”

The notice and settlement administrator is Epiq Class Action & Claims Solutions, Inc.