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21 *Class Counsel*

22 **UNITED STATES DISTRICT COURT**

23 **CENTRAL DISTRICT OF CALIFORNIA**

24	KATHLEEN A. CADENA, <i>et al.</i> ,)	Case No. CV 18-4007-MWF (MAAx)
25)	
26	Plaintiffs,)	Assigned to Hon. Michael W.
27)	Fitzgerald
28	v.)	
)	MOTION FOR ORDER
	AMERICAN HONDA MOTOR)	APPROVING CLASS NOTICE
	COMPANY, INC., <i>et al.</i>)	DISTRIBUTION PLAN
)	
	Defendants.)	
)	
)	
)	

1 **PLEASE TAKE NOTICE** that on October 21, 2024, or as soon as this motion
2 can be heard, Plaintiffs will move the Court for an order approving their proposed
3 plan of notice distribution pursuant to Fed. R. Civ. P. 23(c)(2)(B). Plaintiffs request
4 that the Court enter the accompanying proposed order; appoint Plaintiffs’ proposed
5 notice administrator, Eisner Amper Advisory Group, LLC; approve Plaintiffs’
6 proposed forms of class notice; and direct the notice administrator to send class notice
7 in accordance with Plaintiffs’ proposed notice distribution plan.

8 This Motion is based upon this Notice of Motion and Motion, the
9 accompanying Memorandum of Points and Authorities, the Declaration of Mark S.
10 Greenstone in Support of the Motion, the Declaration of Brandon Schwartz in Support
11 of the Motion, the materials cited therein, the pleadings and papers on file in this
12 matter, oral argument, and other materials and arguments as may be presented.

13 **CERTIFICATE OF COMPLIANCE WITH LOCAL RULE 7-3**

14 Plaintiffs make this motion after conferring with counsel for Defendant on
15 September 10, 2024, at which time the Parties were unable to reach agreement about
16 Class Notice.

17 **MEMORANDUM**

18 **I. Introduction**

19 On July 2, 2024, the Court issued its Amended Order Re: Plaintiffs’ Motion to
20 Certify Class and Defendant’s Motions to Exclude Testimony, certifying classes on
21 behalf of persons who purchased certain Honda vehicles in California, Florida, New
22 York, Ohio, North Carolina, New Jersey, Arizona, and Iowa. Dkt. No. 264. Honda
23 petitioned for permission to appeal the Certification Order pursuant to Fed. R. Civ. P.
24 23(f). The Ninth Circuit denied Honda’s petition on August 29, 2024. *See Adams v.*
25 *American Honda Motor Company, Inc.*, No. 24-4174 (9th Cir. Aug. 29, 2024).

26 Following the Ninth Circuit’s denial of Honda’s Petition, the Parties resumed
27 discussions regarding class notice and filed a Joint Stipulation seeking to modify the
28 trial schedule, including Plaintiffs’ deadline to file a motion or stipulation regarding

1 class notice. Dkt. No. 269. The Court granted the Parties’ request, setting September
2 13, 2024, as Plaintiffs’ deadline to seek Court approval regarding its form of class
3 notice. Dkt. No. 270. At the Parties’ request, the Court later extended this deadline
4 by an additional week until September 20, 2024. Dkt. No. 281.

5 Plaintiffs’ proposed notice distribution plan employs Class Member contact
6 information requested and received from Honda following the Court’s Certification
7 Order (“Class Contact Data”) to provide individual notice to Class Members.
8 Schwartz Dec. ¶¶ 11-13. The Class Contact Data is derived from Honda’s database
9 containing vehicle identification numbers (“VIN”) for each Class Vehicle, including
10 all available contact information associated with each VIN. Schwartz Dec. ¶¶ 9-10.
11 The Class Contact Data contains 776,887 unique VINs, of which approximately 98
12 percent include a last known physical address and 86 percent contain an associated
13 email address. Schwartz Dec. ¶ 9. Using this information, Plaintiffs obtained
14 competitive bids from two notice administrators, ultimately selecting Eisner Amper
15 Advisory Group, LLC, and worked to develop a proposed notice distribution plan and
16 draft forms of notice. Greenstone Dec. ¶ 3. Plaintiffs’ notice plan proposes
17 dissemination of class notice as follows:

- 18 • Class Members whose Class Vehicle VIN includes an associated and valid
19 email address will receive individual notice by email using industry standard
20 practices to optimize delivery of the Email Notice.
- 21 • Class Members whose VIN does not include a valid email address—or for
22 whom the Email Notice was returned as undeliverable—but does include a
23 physical mailing address—will receive a mailed postcard notice.
- 24 • For the limited number of Class Members with no associated email or physical
25 mailing contact information, the Notice Administrator will obtain available
26 contact information from automotive data vendor S&P Global Mobility, which
27 licenses state motor vehicle data through its affiliate, R. L. Polk & Co. (“Polk”).

28 Schwartz Dec. ¶¶ 10-13.

1 Plaintiffs provided Honda with their proposed forms of class notice on August
2 19, 2024. Greenstone Dec. ¶ 5. Honda initially provided Plaintiffs with edits to the
3 proposed notices on Friday, September 6; Plaintiffs returned limited edits on Monday,
4 September 9; and the Parties agreed to meet and confer on September 10. Greenstone
5 Dec. ¶ 6. During the September 10 call to discuss the proposed notices and notice
6 plan, however, Honda’s counsel lacked authority to make decisions regarding the
7 notice plan, and the Parties were forced to request an additional week to seek court
8 approval. Greenstone Dec. ¶ 7.

9 Since September 10, Plaintiffs repeatedly attempted to engage Honda regarding
10 class notice. For example, Plaintiffs—

- 11 • Emailed Honda’s counsel on Friday September 13, asking to meet and confer
12 and expressing concern that Plaintiffs still did not have Honda’s position with
13 the extended, September 20 deadline to move for the Court’s approval of the
14 notice plan fast approaching;
 - 15 • Spoke with Honda’s counsel on Friday September 13, who indicated they could
16 discuss the class notice program the following Monday, September 16;
 - 17 • Followed up on Sunday September 15, requesting to schedule Monday’s call;
- 18 Greenstone Dec. ¶¶ 9-10. Honda, however, only responded on the afternoon of
19 Thursday September 19, the eve of Plaintiffs’ deadline. Greenstone Dec. ¶ 10.

20 Based on Honda’s limited feedback provided during the September 10 meet
21 and confer call, Plaintiffs also understood Honda to be opposed to Plaintiffs’ initial
22 proposal for a media campaign to reach the 2% of the class for whom no email or
23 mailing address was provided. Plaintiffs proactively modified their notice plan to
24 forego a media campaign and instead propose to obtain contact information for a
25 limited number of Class Members through Polk so that all Class Members will receive
26 individual notice. Greenstone Dec. ¶ 11. This preemptive modification by Plaintiff
27 is consistent with Honda’s edits Plaintiffs received on September 19.

28

1 Regarding the content of the proposed notices, however, the Parties still
2 disagree as to the level of detail the notices should incorporate when describing the
3 class definition and the Class Vehicles. Plaintiffs believe the notice should reference
4 vehicles equipped with Honda Sensing, *See* Schwartz Dec. ¶¶ 10-13 (Plaintiffs’
5 proposed forms of notice), the term Honda used when marketing Class Vehicles to
6 describe its system of radars, cameras, and artificial intelligence to help avoid
7 collisions. Honda requests language identifying the Class Vehicles as those
8 specifically equipped with Honda’s collision mitigation braking system, or CMBS.
9 For example, Honda’s proposed notice title reads “IF YOU PURCHASED A NEW
10 2017-2019 HONDA CR-V OR A NEW 2018-2020 HONDA ACCORD *EQUIPPED*
11 *WITH CMBS.*” Greenstone Dec. ¶ 12, Ex. C, D (emphasis added). Honda inserts
12 similar language throughout the notice. Greenstone Dec. Exs. A, B. Plaintiffs believe
13 that focusing on the term CMBS, especially on the first page of the proposed notices,
14 will invite confusion. CMBS is a technical term likely unknown to most Class
15 Members and, in any event, unnecessary because every Class Vehicle equipped with
16 Honda Sensing is also equipped with CMBS, and CMBS does not exist in Class
17 Vehicles without Honda Sensing.

18 **II. Argument**

19 A. Plaintiffs’ Proposed Notice Distribution Plan Satisfies Rule 23(2)(B)

20 Notice must be “reasonably calculated, under all the circumstances, to apprise
21 interested parties of the pendency of the action and afford them an opportunity to
22 present their objections.” *Peterson v. Vivendi Ticketing US LLC*, No. CV 23-7498-
23 MWF, 2024 WL 3915154, at *9 (C.D. Cal. June 20, 2024) (citing *Mullane v. Central*
24 *Hanover Trust*, 339 U.S. 306, 314 (1950)). This includes providing “individual notice
25 to all members who can be identified through reasonable effort.” Fed. R. Civ. P.
26 23(c)(3)(B).

27 Plaintiffs’ proposed notice plan provides that individual notice will be sent to
28 all Class Members identified in the Class Contact Data who have a facially valid

1 email or physical address, or for who contact information can be obtained through
2 automotive data vendor Polk.¹ Schwartz Dec. ¶¶ 11-13. This Court recently
3 approved a similar notice program using email as the primary method of reaching
4 class members with physical mailings or publications to members who are
5 unreachable electronically. *See, e.g., Peterson*, 2024 WL 3915154, at **3, 9
6 (approving email as a primary method of notice delivery).

7 EisnerAmper will format the short form notice for email distribution (“Email
8 Notice”) to all Class Members for whom a facially valid email address is provided in
9 the AHM Class Contact Data. Schwartz Dec. Ex. C. The Email Notice will be
10 created using embedded html text format, presenting a user-friendly and easily
11 readable layout that avoids the inclusion of tables, graphs, or any other elements that
12 may increase the likelihood of the email landing in SPAM folders and/or being
13 blocked by Internet Service Providers. Schwartz Dec. ¶¶ 11-12. EisnerAmper will
14 adhere to email industry best practices, incorporating essential elements such as
15 unsubscribe links, readily available Notice Administrator contact information, and
16 the utilization of multiple IP addresses with established sender reputations. Schwartz
17 Dec. ¶ 12.

18 EisnerAmper will monitor and report all email delivery attempts. Schwartz
19 Dec. ¶ 12. When an email is returned as undeliverable, commonly known as a
20 bounce, the specific reason for the bounce will be documented. Schwartz Dec. ¶ 12.
21 If an email address is determined to be non-existent after the attempt to send, this
22 will be categorized as a hard bounce, and no further delivery attempts will be made
23 to that address. Schwartz Dec. ¶ 12. If an email remains undeliverable after
24 subsequent attempts, it will be deemed undeliverable and notice will be attempted to
25

26 ¹ Polk a leader in automotive intelligence by providing access to the most
27 comprehensive source of new and used vehicle sales and registration data at a national
28 and regional level. Vehicle data includes make, model and technical details, among
others, as well as contact information associated with vehicle registration.

1 a physical mailing address. Schwartz Dec. ¶ 12.

2 For any Class Member for whom a mailing address exists but not an email
3 address, or whose email was returned as undeliverable, EisnerAmper will mail the
4 short form post card notice via United States Postal Service. Schwartz Dec. ¶ 13, Ex.
5 D. Prior to mailing, EisnerAmper will check all addresses against the National
6 Change of Address (“NCOA”)¹ database to ensure the accuracy and currency of
7 Class Member address information for proper formatting and mail delivery. Schwartz
8 Dec. ¶ 13. In instances where a postcard notice is returned with forwarding mailing
9 address information, EisnerAmper will re-send to the newly provided mailing
10 address. Schwartz Dec. ¶ 13. To obtain contact information for the 2 percent of
11 Class Members whose VINs have no associated contact information, EisnerAmper
12 will obtain available contact information from automotive data vendor Polk.
13 Schwartz Dec. ¶ 12.

14 Finally, EisnerAmper will establish an informational website and dedicated
15 toll-free number where Class Members can obtain additional information. Schwartz
16 Dec. ¶¶ 14-15. The website address will be prominently displayed in all direct notice
17 documents and provide links to important case documents including the long-form
18 notice; Schwartz Dec. Ex. E; Complaint; the Class Certification Order; answers to
19 FAQs and any other information that the Court may require. Schwartz Dec. ¶ 14.
20 The website will also include information on how potential Class Members can opt-
21 out of the Class if they choose. Schwartz Dec. ¶ 14. The dedicated toll-free number
22 will be available 24 hours per day, seven days per week. Callers will hear an
23 introductory message. Schwartz Dec. ¶ 15. Callers will then have the option to
24 continue to get information about the lawsuit in the form of recorded answers to
25

26 ¹ The NCOA database is maintained by the USPS and consists of approximately 160
27 million permanent change-of-address (“COA”) records consisting of names and
28 addresses of individuals, families, and businesses who have filed a COA with the
USPS. The address information is maintained on the database for 48 months.

1 FAQs. Schwartz Dec. ¶ 15. Callers will also have an option to request a long-form
2 notice by mail and the option to leave a voicemail and receive a call back from the
3 Notice Administrator. Schwartz Dec. ¶ 15.

4 Class Members that want to exclude themselves from the Class may submit a
5 request for exclusion by mail to a dedicated Post Office Box that EisnerAmper will
6 maintain. Schwartz Dec. ¶ 17. EisnerAmper will monitor all mail delivered to that
7 post office box and will track all exclusion requests received, which will be provided
8 to the Parties. Schwartz Dec. ¶ 17.

9 B. The Language of Plaintiffs’ Proposed Form of Notice Clearly and
10 Concisely Conveys the Information Required by Rule 23(c)(2)(B)

11 Rule 23(c)(2)(B) requires a form of notice in plain, easily understood language,
12 and that clearly and concisely conveys required information, such as the nature of the
13 action, the class definition, the binding effect of a class judgment, and class members’
14 right to exclude themselves from the class. *Alvarez v. City of Oxnard*, No. CV 19-
15 8044 PSG, 2022 WL 3013093, at *6 (C.D. Cal. May 18, 2022). “Notice is satisfactory
16 if it ‘generally describes the terms of the settlement in sufficient detail to alert those
17 with adverse viewpoints to investigate and to come forward and be heard.’” *Id.*
18 (citing *Churchill Vill., LLC v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)).

19 Plaintiffs proposed form of notice satisfies Rule 23(c)(2)(B) and mirrors notices
20 approved at the class certification stage in similar automotive defect class actions.
21 Schwartz Dec. Ex. C, D, E. The notices alert Class Vehicle owners to the nature of
22 the action, the class definition, the binding effect of a class judgment, and class
23 members’ rights to exclude themselves from the class. *Id.*

24 Honda’s proposed changes to Plaintiffs’ form of notice, Greenstone Dec. Exs.
25 A, B, to include references to CMBS are superfluous, do not serve the purposes of
26 Rule 23, and will only lead to confusion. The notices should instead reference
27 vehicles equipped with Honda Sensing, the term Honda used when marketing Class
28 Vehicles to describe its system of radars, cameras, and artificial intelligence to help

1 avoid collisions. Every Class Vehicle equipped with Honda Sensing is also equipped
2 with CMBS, and CMBS does not exist in Class Vehicles without Honda Sensing.
3 CMBS, in contrast, is a technical term less likely to be familiar to Class Members.
4 Referring to CMBS instead of Honda Sensing is unnecessarily specific and would
5 create confusion among consumers as to whether their vehicle is a Class Vehicle and
6 whether their rights will be impacted by this case. This confusion is also unnecessary
7 because the Class Contact Data received from Honda *only* included those VINs
8 associated with CMBS-equipped vehicles.¹

9 **III. CONCLUSION**

10 For these reasons, Plaintiffs respectfully request that the Court enter the
11 accompanying proposed order; appoint Plaintiffs' proposed notice administrator,
12 Eisner Amper Advisory Group, LLC; approve Plaintiffs' proposed forms of class
13 notice; and direct the notice administrator to send class notice in accordance with
14 Plaintiffs' proposed notice distribution plan.

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Respectfully submitted,
GIBBS LAW GROUP LLP
Dated: September 20, 2024

By: /s/ David Stein
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26 ¹ There are certain trim levels of the Honda CR-V, one of the two models of Class
27 Vehicles, which do not come equipped with Honda Sensing (and thus do not come
28 equipped with CMBS). Vehicles with this trim level are not included in the Class
Contact Data.

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Dated: September 20, 2024

GREENSTONE LAW APC

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Class Counsel

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PROOF OF SERVICE BY ELECTRONIC POSTING

I, the undersigned say:

I am not a party to the above case and am over eighteen years old. On September 20, 2024, I served true and correct copies of the foregoing document, by posting the document electronically to the ECF website of the United States District Court for the Central District of California, for receipt electronically by the parties listed on the Court’s Service List.

I affirm under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on September 20, 2024, at Los Angeles, California.

s/ Mark S. Greenstone

Mark S. Greenstone

1 David Stein (SBN 257465)
2 ds@classlawgroup.com
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21 *Class Counsel*

22 **UNITED STATES DISTRICT COURT**

23 **CENTRAL DISTRICT OF CALIFORNIA**

24)
25 KATHLEEN A. CADENA, *et al.*,) Case No. 3:20-cv-05599-WHA
26)
27 Plaintiffs,) **[PROPOSED] ORDER**
28) **APPROVING PLAN OF NOTICE**
v.) **DISTRIBUTION**
)
AMERICAN HONDA MOTOR)
COMPANY, INC., *et al.*)
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Defendants.)
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Plaintiffs’ Motion for Order Approving Plan of Notice of Distribution is

GRANTED. IT IS HEREBY ORDERED THAT:

1. Eisner Amper Advisory Group, LLC (“EisnerAmper”) is appointed as the class notice administrator.

2. Plaintiffs’ proposed forms of email, postcard, and long-form class notice submitted as exhibits C, D, and E to the declaration of Brandon Schwartz satisfy Fed. R. Civ. P. 23(c)(2)(B) and are hereby approved.

3. EisnerAmper shall distribute class notice pursuant to Plaintiffs’ notice plan as detailed in the Schwartz Declaration prior to the November 28, 2024, Class Notice Mailing Date.

Date: _____, 2024

UNITED STATES DISTRICT JUDGE

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PROOF OF SERVICE BY ELECTRONIC POSTING

I, the undersigned say:

I am over eighteen years old. On September 20, 2024, I served true and correct copies of the foregoing document, by posting the document electronically to the ECF website of the United States District Court for the Central District of California, for receipt electronically by the parties listed on the Court’s Service List.

I affirm under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on September 20, 2024, at Los Angeles, California.

s/ Mark S. Greenstone
Mark S. Greenstone

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21 *Class Counsel*

22 **UNITED STATES DISTRICT COURT**

23 **CENTRAL DISTRICT OF CALIFORNIA**

24 KATHLEEN A. CADENA, *et al.*,) Case No. CV 18-4007-MWF (MAAx)

25 Plaintiffs,)
26 Assigned to Hon. Michael W. Fitzgerald

27 v.) **DECLARATION OF MARK S. GREENSTONE IN SUPPORT OF PLAINTIFFS' MOTION FOR ORDER APPROVING CLASS NOTICE DISTRIBUTION PLAN**

28 AMERICAN HONDA MOTOR COMPANY, INC., *et al.*)

29 Defendants.)

DECLARATION OF MARK S. GREENSTONE IN SUPPORT OF PLAINTIFFS' MOTION FOR ORDER APPROVING CLASS NOTICE DISTRIBUTION PLAN

1 I, Mark S. Greenstone, declare as follows:

2 1. I am over 18 years of age and am competent to testify to the matters
3 set forth herein. I am an attorney duly licensed to practice law before all of the
4 courts of the State of California and I am admitted to practice in the United States
5 District Court for the Central District of California. I am the founding principle of
6 the law firm Greenstone Law APC. I have personal knowledge of the matters
7 stated herein and, if called upon, I could and would competently testify to them.

8 2. Along with Gibbs Law Group LLP, Greenstone Law was appointed as
9 class counsel by the Court in its July 2, 2024, Order Re: Plaintiffs' Motion to
10 Certify Class and Defendant's Motions to Exclude Testimony, certifying classes
11 ("Certification Order").

12 3. Following the Ninth Circuit's denial of Honda's petition seeking
13 review the Certification Order, class counsel sought competitive bids from two
14 class action administrators, Eisner Amper Advisory Group, LLC, and A.B. Data
15 Ltd. Subject to the Court's confidentiality order, class counsel provided the
16 potential administrators with class member data, including vehicle identification
17 numbers and available contact information, obtained from Honda. After reviewing
18 the administrators' proposals, class counsel selected Eisner Amper as the notice
19 administrator.

20 4. Counsel worked with Eisner Amper to develop a notice distribution
21 plan and proposed forms of class notice.

22 5. Counsel provided proposed forms of class notice to Honda on August
23 19, 2024.

24 6. Honda initially provided Plaintiffs with edits to the proposed notices
25 on Friday, September 6; Plaintiffs returned limited edits on Monday, September 9;
26 and the Parties agreed to meet and confer on September 10.

1 7. During the September 10 call to discuss the proposed notices and
2 notice plan, however, Honda's counsel lacked authority to make decisions
3 regarding the notice plan.

4 8. Since September 10, I repeatedly attempted to engage Honda
5 regarding class notice. I Emailed Honda's counsel on Friday September 13, asking
6 to meet and confer and expressing concern that Plaintiffs still did not have Honda's
7 position with the extended, September 20 deadline to move for the Court's
8 approval of the notice plan fast approaching.

9 9. I spoke with Honda's counsel, Amir Nassihi, on Friday September 13,
10 who indicated they could discuss the class notice program the following Monday,
11 September 16. I followed up on my Friday conversation with Honda's counsel
12 with an email on Sunday, September 15, attempting to schedule Monday's call.

13 10. Honda did not respond until Thursday, September 19, when class
14 counsel received an email from Honda's counsel containing Honda's edits to class
15 counsel's proposed notices and plan of notice distribution.

16 11. Based on Honda's limited feedback provided during the September 10
17 meet and confer call, Plaintiffs understood that Honda was opposed to Plaintiffs'
18 initial proposal for a media campaign, Plaintiffs modified their notice plan to
19 forego a media campaign that Honda opposed and instead propose to obtain
20 contact information for a limited number of Class Members through Polk so that
21 all Class Members will receive individual notice.

22 12. Honda's edits to Plaintiffs' proposed forms of postcard and long-form
23 class notice are attached as Exhibit A and B, respectively.

24 13. Plaintiffs proposed form of email notice contains the same content as
25 the postcard notice, formatted for email distribution.

1 14. Based on Honda’s proposed forms of notice received yesterday, the
2 Parties disagree as to the level of detail the notices should incorporate when
3 describing the class definition and the Class Vehicles.

4 15. Honda’s proposed notices include language identifying the Class
5 Vehicles as those specifically equipped with Honda’s collision mitigation braking
6 system, or CMBS. For example, Honda’s proposed notice title reads “IF YOU
7 PURCHASED A NEW 2017-2019 HONDA CR-V OR A NEW 2018-2020
8 HONDA ACCORD EQUIPPED WITH CMBS.” Ex. A, B.

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11 I declare under penalty of perjury that the foregoing is true and correct.
12 Executed on September 20, 2024.

13 By: /s/ Mark S. Greenstone
14 Mark S. Greenstone
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EXHIBIT A

**Legal Notice by Order of the United States District Court
for the Central District of California**

**If You Purchased A New 2017-2019 Honda CR-V
Or 2018-2020 Honda Accord Equipped with CMBS From ~~A Honda~~ An Authorized Honda
Dealership In California, Florida, New York, Ohio, North Carolina, New Jersey, Arizona,
Or Iowa (“Class Vehicles”), A Class Action May Affect Your Legal Rights.**

A Court authorized this notice. This is not an advertisement from a lawyer and you are not being sued.

What is this Lawsuit about? Plaintiffs allege ~~that Honda manufactured~~ Class Vehicles were sold with a ~~defective system called “Honda Sensing” which misrecognizes~~ known defect that causes the Collision Mitigation Braking System in Class Vehicles (as defined hereafter) to misrecognize objects and ~~applies the brakes~~ apply hard braking when there is no risk of collision, allegedly posing a safety hazard. Honda denies any wrongdoing or liability for the claims alleged, and specifically denies ~~that any Class Vehicle is defective in any way.~~ the Collision Mitigation Braking System is defective. The Court has not decided whether Honda is liable but has decided to allow the lawsuit to proceed as a class action. There is no money or benefits that have been obtained for the Class, and there is no guarantee there will be in the future.

Am I in a Class? The “Class Vehicles” are: the 2017-2019 Honda CR-V and 2018-2020 Honda Accord, equipped with Collision Mitigation Braking System. The “Classes” are: All persons who purchased a new Class Vehicle from a Honda-authorized dealership in either California, Florida, New York, Ohio, North Carolina, New Jersey, Arizona ~~Class,~~ or Iowa.

How do I participate in this class action? If you fall within the Class definition above, you are a Class Member and do not need to do anything to participate in this case. As a Class Member, you will be bound by any judgment or settlement, whether favorable or unfavorable, and will be able to share any relief obtained by Plaintiffs. That means if Plaintiffs win, you will be notified about how to receive money or other benefits from the lawsuit, but if Plaintiffs lose, you will not receive anything. By staying in the case, you will give up your right to sue Honda separately about the same legal claims involved in this action. No ~~judgement~~ judgment or settlement has occurred at this time. If you do not ask to be excluded from the Class now, you will not have the right to seek exclusion later. However, in the event of a settlement, you will have an opportunity to object if you disagree with the terms of the settlement.

How do I ask the Court to exclude me from the Class? If you wish to be excluded from the Class and give up your right to participate in any judgment or settlement but retain your right to sue Honda separately for the conduct alleged by Plaintiffs, you must mail a written request for exclusion to the Notice Administrator by [DATE]. A Request to be Excluded form is available at www.HondaSensingclassactionCMBSclassaction.com. Be sure to provide your name and address and to sign your request. You must send your Request to be Excluded to: American Honda Motor Co., Inc. Notice Administrator, c/o [REDACTED].

Do I have an attorney in this case? Gibbs Law Group LLP and Greenstone Law APC are court-appointed Class Counsel representing all class members. [If you do exclude yourself from the Class, as described above, your interests will be represented by Class Counsel.](#)

How do I get more information? For more information, please visit www.HondaSensingclassactionCMBSclassaction.com. You may also contact the Notice Administrator at [phone number] or you can contact Class Counsel, whose information is available on the website. You may also access the Court's docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Central District of California, 350 West First Street, Los Angeles, California 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Correcting your mailing address. If this Notice was forwarded by the postal service, or if it was sent to an individual or address that is not correct or current, you should immediately contact the Notice Administrator.

PLEASE DO NOT CALL OR WRITE THE COURT, THE COURT CLERK, OR HONDA ABOUT THE CLASS ACTION OR THE LITIGATION PROCESS

This notice is a summary only. Please read this notice and then visit the Notice Administrator website or call the number below for further important information about the litigation.

Visit www.HondaSensingclassactionCMBSclassaction.com or call [redacted] for more information.

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE
CENTRAL DISTRICT OF CALIFORNIA

**IF YOU PURCHASED A NEW 2017-2019 HONDA CR-V OR A
NEW 2018-2020 HONDA ACCORD EQUIPPED WITH CMBS
FROM AN AUTHORIZED HONDA DEALERSHIP IN
CALIFORNIA, FLORIDA, NEW YORK, OHIO, NORTH
CAROLINA, NEW JERSEY, ARIZONA, OR IOWA, A CLASS
ACTION LAWSUIT MAY AFFECT YOUR RIGHTS.**

A court authorized this notice. This is not an advertisement from a lawyer and you are not being sued.

A class has been certified by the Court in the action styled *Kathleen A. Cadena, et al. v. American Honda Motor Co., Inc.*, Civil Case No. CV 18-4007-MWF (MAAx) (United States District Court, Central District of California) (the “Class Action”). Plaintiffs allege ~~that American Honda Motor Company, Inc. (“Defendant” or “Honda”) manufactured~~ Class Vehicles ~~were sold~~ with a ~~defective computerized driver support system called “Honda Sensing” which misrecognizes~~ known defect that causes the Collision Mitigation Braking System in Class Vehicles (as defined hereafter) to misrecognize objects and ~~applies the brakes at random for apply hard braking when there is no reason, risk of collision, allegedly~~ posing a safety hazard. The Court certified Classes of California, Florida, New York, Ohio, North Carolina, New Jersey, Arizona, and Iowa consumers who purchased a new 2017-2019 CR-V or a new 2018-2020 Accord equipped with CMBS (“Class Vehicle”) from an authorized Honda dealership in those states. Defendant American Honda Motor Co., Inc. the Class Vehicles as defined in this Notice. Defendants deny Plaintiffs’ allegations. ~~It~~ The Court has not ~~yet been determined~~ decided whether Honda is liable but has decided to allow the lawsuit to proceed as a class action. There is no money or benefits that Plaintiffs’ claims are valid or whether Defendants did anything wrong whatsoever have been obtained for the Class, and there is no guarantee there will be in the future.

- The Court has defined the certified Classes as follows:

All persons who purchased a new Class Vehicle from a Honda-authorized dealership in California, Florida, New York, Ohio, North Carolina, New Jersey, Arizona, or Iowa.

- Exclusions: Excluded from the Classes are vehicles designated as ‘Fleet’ orders in Honda’s sales data. Also excluded from the class are: ~~:-~~ (1) Honda Motor ~~Company~~ Co., Ltd. and American Honda Motor ~~Company; Co., Inc.~~ (for purposes of this Notice only, collectively referred to as “Honda”); (2) any affiliate, parent, or subsidiary of Honda; (3) any entity in which Honda has a controlling interest; (4) any officer, director, or employee of Honda; (5) any successor or assign of Honda; (6) anyone employed by counsel in this action; (7) defendant, any entity or division in which defendant has a controlling interest, and its legal representatives, officers, directors, assigns, and successors; (8) ~~the~~ any judge to whom this

case is assigned and ~~the judge's staff~~ his or her spouse; (9) members of the judge's family as defined in Canon 3C(3)(a) of the Code of Conduct for United States Judges; and (10) members of the judge's staff. Additionally, claims for personal injury, property damage, and subrogation are excluded.

- If you are receiving this Notice, you have been identified as a potential Class Member. If you do not wish to be considered a Class Member, you must complete a "Request to be Excluded" form and return it to the Notice Administrator, post-marked no later than [REDACTED] (60 days after the date of this Notice).
- This Notice is to inform you of the Class Action. The United States District Court for the Central District of California has authorized this Notice, but it is not an expression of an opinion by the Court as to the merits of any of the claims or defenses asserted by any party in the Class Action.
- Further information regarding the Class Action, whether or not you are a Class Member, and any rights that you may have, may be obtained by contacting Class Counsel at the contact information listed in Section 10 below; visiting the website created and maintained by the Notice Administrator, www.HondaSensingclassactionCMBSclassaction.com, and dedicated to this Class Action; or calling the following toll-free number maintained by the Notice Administrator and dedicated to this Class Action: [REDACTED]
- **Your legal rights are affected whether you act or do not act, so please read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION	
DO NOTHING AND STAY IN THE CLASS	You are automatically part of the Class if you satisfy the Class definition set forth in Section 5 below. If you do nothing, you will be bound by all judgments and orders of the Court. If Plaintiffs are successful, you will share in the any <u>benefits that may be ordered</u> . If Plaintiffs <u>are unsuccessful or</u> receive nothing, you will receive nothing.

<p>EXCLUDE YOURSELF FROM THE CLASS BY [DATE]</p>	<p>You may request to be excluded from the Class. This is also referred to as “opting out.” This is the only option that preserves your right to be part of a separate lawsuit about the legal claims in this case. You must send your written request for exclusion to the address listed below:</p> <p style="text-align: center;">American Honda Motor Co., Inc. Notice Administrator c/o [REDACTED]</p> <p>If you decide you do not want to participate in the Class Action and you do <u>not</u> make a timely request for exclusion as described above, you will still be bound by any judgment.</p>
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- These rights and options—and the deadlines to exercise them—are explained in this Notice.

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BASIC INFORMATION

1. Why did I get this Notice?

This Notice is intended to advise you of the pendency of the Class Action and of your rights and options with respect to the Class Action, **including your right to exclude yourself from the Class and from further proceedings in this action should you wish to do so.** Judge Michael William Fitzgerald of the United States District Court for the Central District of California is overseeing this lawsuit. The lawsuit is known as *Kathleen A. Cadena, et al. v. American Honda Motor Co., Inc.*, and the case number is Civil Case No. CV 18-4007-MWF (MAAx). The Plaintiffs

who brought the suit are: Matthew Villanueva, Roxana Cardenas, Robert Morse, James Adams, Larry Fain, ~~Joseph Russell~~, Peter Watson, Susan McGrath, Ann Hensley, Craig DuTremble, and Vincent Liem. The law firms representing Plaintiffs and the Classes are the Gibbs Law Group LLP and Greenstone Law APC.

If you received a notice in the mail, Honda's records show that you may have purchased one of the following vehicles [new, as the original owner](#):

- Model year 2017, 2018, or 2019 Honda CR-V [equipped with CMBS](#)
- Model year 2018, 2019, or 2020 Honda Accord [equipped with CMBS](#)

From a Honda-authorized dealership in one of the following states:

- California
- Florida
- New York
- Ohio
- North Carolina
- New Jersey
- Arizona
- Iowa

Vehicles that fit the above description are "Class Vehicles" (with some exclusions, described below in Section 4).

2. What is the lawsuit about?

The Class Vehicles come equipped with ~~a safety~~ [Honda's Collision Mitigation Braking System \("CMBS"\)](#). ~~When the system called Honda Sensing which is intended to evaluate road conditions and apply the brakes when~~ [determines](#) a collision is ~~imminent~~. ~~possible with a detected vehicle, the integrated Forward Collision Warning FCW system's visual and audible alerts prompt the driver to take corrective actions. The visual alert appears on the Driver Information Interface (DII). If the situation is not resolved, CMBS can apply different levels of automatic braking action to help reduce vehicle speed and eventual collision forces, and therefore to help reduce the severity of a collision if the driver does not take corrective action on their own. The radar unit and camera work simultaneously and cooperatively to control the Vehicle Stability Assist (VSA) modulator, which initiates any required braking. Plaintiffs allege ~~that Honda manufactured the~~ Class Vehicles ~~with a defective system called "Honda Sensing"~~ [were sold with a known defect in the Collision Mitigation Braking System](#), which misrecognizes objects and applies ~~the brakes~~ [hard-braking](#) when there is no risk of collision, posing a safety hazard.~~

Honda denies any wrongdoing or liability for the claims alleged, and specifically denies ~~that any Class Vehicle~~ [the Collision Mitigation Braking System](#) is defective ~~in any way~~.

. The Court has not decided whether Honda did anything wrong and the case is continuing. There has been no recovery for the Class and there is no guarantee that there will be.

3. Why is this a class action?

In a class action, one or more people, called “Class Representatives,” sue on behalf of people who may have the same claim. All of the people who have the same claim collectively make up the “Class,” and are referred to individually as “Class Members.” One lawsuit before one judge and jury resolves the claims of all Class Members together, regardless of whether the outcome is favorable or unfavorable to the Class. Because Plaintiffs believe ~~that the wrongful~~ conduct alleged in this case affected a large number of consumers who were economically injured in a similar way, Plaintiffs filed this case as a class action.

4. How do I get more information?

This Notice does not fully describe all of the claims, contentions, and defenses of the parties. The pleadings and other papers filed in the Class Action are available online for a fee through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Central District of California, 350 West First Street, Los Angeles, California 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. In addition, you may obtain more information by contacting Class Counsel, whose names, addresses, and telephone numbers are listed in Section 10 below, or the Notice Administrator.

5. I am still not sure if I am included, what is the class definition?

The Court has certified the following Classes:

- California Class: All persons who purchased a new Class Vehicle from a Honda-authorized dealership in California.
- Florida Class: All persons who purchased a new Class Vehicle from a Honda-authorized dealership in Florida.
- New York Class: All persons who purchased a new Class Vehicle from a Honda-authorized dealership in New York.
- Ohio Class: All persons who purchased a new Class Vehicle from a Honda authorized dealership in Ohio.
- North Carolina Class: All persons who purchased a new Class Vehicle from a a Honda-authorized dealership in North Carolina.
- New Jersey Class: All persons who purchased a new Class Vehicle from a Honda-authorized dealership in New Jersey.
- Arizona Class: All persons who purchased a new Class Vehicle from a Honda-authorized dealership in Arizona.
- Iowa Class: All persons who purchased a new Class Vehicle from a Honda authorized dealership in Iowa.

Exclusions: Excluded from the Classes are vehicles designated as ‘Fleet’ orders in Honda’s sales data. Also excluded from the class are: (1) Honda Motor ~~Company~~Co., Ltd. and American Honda Motor ~~Company~~Co., Inc. (for purposes of this Notice only, collectively referred to as “Honda”); (2) any affiliate, parent, or subsidiary of Honda; (3) any entity in which Honda has a controlling interest; (4) any officer, director, or employee of Honda; (5) any successor or assign of Honda; (6) anyone employed by counsel in this action; (7) any judge to whom this case is assigned and his or her spouse; (8) members of the judge’s family as defined in Canon 3C(3)(a) of the Code of Conduct for United States Judges; and (9) members of the judge’s staff.

Additionally, claims for personal injury, property damage, and subrogation are excluded. If you are still not sure whether you are included in the Class, you may ask for help. Please contact the attorneys listed in Section 10 below or call the toll-free dedicated helpline at .

THE STATUS OF THE LAWSUIT

6. What has happened so far in the case?

After the Class Action was filed, Honda answered Plaintiffs’ complaint, denying all allegations of wrongdoing and asserting affirmative defenses. The parties then engaged in extensive fact discovery, expert analysis and legal research. The parties presented extensive briefing to the Court on Plaintiffs’ Motion for Class Certification, as well as oral argument. On June 25, 2024, the Court certified the Classes identified in Section 5 above.

~~REMAINING~~REMAINING IN THE CLASS

7. What happens if I do nothing at all?

If you fall within one of the eight Class definitions (as described above in Section 4) and you do nothing, you will stay in the lawsuit and remain a Class Member.

If Plaintiffs win, you will be notified about how to seek money or other benefits (if any) from the lawsuit. If Plaintiffs lose, you will not receive any compensation. If you do nothing now, regardless of whether Plaintiffs win or lose, you will not be able to sue, or continue to sue Honda in any other lawsuit about the same legal claims that are the subject of this lawsuit. You will be legally bound by the orders the Court issues and judgments the Court enters in this Class Action.

Please inform the Notice Administrator about any future changes to your mailing address so that a claim form can be mailed to you in the event that there is judgment or settlement in the lawsuit. If the address at which you received this Notice does not change, then you do not need to update your mailing address with the administrator.

EXCLUDING YOURSELF FROM THE CLASS

8. How do I exclude myself from the Class?

If you don't want to be included in the Class, and you want to keep the right to sue or continue to sue Honda on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself – or is sometimes referred to as “opting out” of the Class.

To exclude yourself from the Class, you must complete a “Request to be Excluded” form available at www.HondaSensingclassactionCMBSclassaction.com. If you request to be excluded, you will not be part of the case. This means that if the Court awards money damages to the Class Members after trial, or if there is a settlement of this action, you will not be entitled to share in the proceeds. This also means that if there is a judgment adverse to the Class Members you will not be bound by that result. In either instance, you would retain the right to file your own lawsuit, assuming such a lawsuit is brought within the time required by the applicable statute of limitations.

In the event you wish to exclude yourself from the Class, you must complete and sign the “Request to be Excluded” form and return the form to the Notice Administrator at:

American Honda Motor Co., Inc. Notice Administrator

c/o [REDACTED]

To be effective, your “Request to be Excluded” must be postmarked no later than [REDACTED] (60 days after the date of this Notice). If you do not request exclusion from the Class on or before [REDACTED] (60 days after the date of this Notice) and you fall within the definition of any one of the Classes listed in Section 5 above, you will be bound by any final judgment or settlement in this Class Action.

If you fall within the definition of any one of the Classes and you wish to remain a Class Member, you are not required to do anything at this time. You will be bound by any judgment in the Class Action, whether it is favorable or unfavorable. If there is a recovery, you may be entitled to a share in the proceeds, less such costs, expenses, class representative service awards, and attorneys' fees as the Court may allow from any such recovery. If you do not exclude yourself and Honda prevails in the Class Action, you will be bound by that judgment and prohibited from pursuing a lawsuit on your own with regard to any of the claims decided in the Class Action. Further, if you do not exclude yourself, in the event a settlement is negotiated regarding the Class Action, you will be given an opportunity to object to the settlement and ask the Court not to approve the settlement or certain parts of the settlement.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

The court appointed the law firms Gibbs Law Group LLP and Greenstone Law APC to represent you and other Class Members who do not exclude themselves from the Class. Together, the lawyers are called “Class Counsel.” Class Counsels' contact information is listed in Section 10 below. You will not be personally charged for these lawyers. Any fees or costs paid to Class Counsel will have to be approved by the Court. If the Court ultimately approves an award of fees or costs to Class Counsel, those amounts will be paid out of any funds available to the Class as a result of a settlement or recovery in the Class Action, [if any](#), or by Honda. If you are a Class

Member and wish to be represented by your own lawyer, you may hire an attorney to represent you at your own expense.

OBTAINING MORE INFORMATION

10. Where do I obtain more information?

This Notice summarizes the Class Action lawsuit. You can get more information by visiting www.HondaSensingClassActionCMBSclassaction.com, contacting the Notice Administrator at 000-000-0000, or by contacting Class Counsel listed below.

Mark S. Greenstone
Greenstone Law APC
1925 Century Park East
Suite 2100
Los Angeles, CA 90067
(310) 201-9156
mgreenstone@greenstonelaw.com

David Stein
Gibbs Law Group LLP
1111 Broadway Street
Suite 2100
Oakland, California 94607
(510) 350-9700
ds@classlawgroup.com

Please do not contact the Court. Any questions regarding the Class Action or this Notice should be directed to the Class Counsel listed above or the Notice Administrator.

1 David Stein (SBN 257465)
2 ds@ classlawgroup.com
3 Steven Lopez (SBN 300540)
4 sal@ classlawgroup.com
5 Amy M. Zeman (SBN 273100)
6 amz@classlawgroup.com
7 **GIBBS LAW GROUP LLP**
8 1111 Broadway Street, Suite 2100
9 Oakland, California 94607
10 Telephone: (510) 350-9700
11 Facsimile: (510) 350-9701

12 Mark S. Greenstone (SBN 199606)
13 mgreenstone@greenstonelaw.com
14 **GREENSTONE LAW APC**
15 1925 Century Park East, Suite 2100
16 Los Angeles, California 90067
17 Telephone: (310) 201-9156
18 Facsimile: (310) 201-9160

19 *Class Counsel*

20 **UNITED STATES DISTRICT COURT**
21 **CENTRAL DISTRICT OF CALIFORNIA**

22 KATHLEEN CADENA, *et al*,
23 Plaintiffs,

24 v.

25 AMERICAN HONDA MOTOR
26 COMPANY, INC.,
27 Defendants.

28 Case No.: 2:18-cv-04007-MFW-MAA

**DECLARATION OF BRANDON
SCHWARTZ REGARDING
PROPOSED NOTICE PLAN AND
ADMINISTRATION FOR CLASS
CERTIFICATION**

Hon. Michael W. Fitzgerald

1 I, Brandon Schwartz, declare as follows:

2 1. My name is Brandon Schwartz. I am over twenty-one and I have personal
3 knowledge of the matters set forth herein, and I believe them to be true and correct.

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

6 3. I serve as the Director of Notice at Eisner Advisory Group, LLC ("EAG" or
7 "EisnerAmper"). I consult and advise clients on legal notice and settlement administration
8 services across a wide spectrum of class action areas including consumer class actions,
9 antitrust, product liability, privacy, environmental, insurance, and healthcare. I have over 15
10 years of legal consulting experience.

11 4. Before joining EisnerAmper, I held leadership roles at two nationally-
12 recognized class action and mass tort settlement administration companies.

13 **EXPERIENCE**

14 5. Drawing upon over 15 years of extensive expertise in class action, advertising,
15 media, and marketing, I have cultivated comprehensive noticing solutions encompassing all
16 facets of class action certification and settlement. My proficiency extends to a deep
17 understanding of email and postal distribution methodologies, reach and frequency analysis,
18 strategic media generation, meticulous demographic research, media plan design, effective
19 media development and procurement, commercial and video production creation, and the
20 adept application of best practices for effective social media outreach.

21 6. I have been personally involved in well over one hundred successful notice
22 programs. Some of my notice plans include: *White v. General Motors LLC*, No. 1:21-cv-
23 00410 (D. Colo.); *Siqueiros v. General Motors LLC*, No. 3:16-cv-07244 (N.D. Cal.);
24 *Quackenbush, et al. v American Honda Motor Company, Inc. et al.*, 3:20-cv-05599 (N.D.
25 Cal.); *Weidman, et al. v. Ford Motor Company*, 2:18-cv-12719 (E.D. Mich.); *Gunaratna, et*
26 *al. v. Dr. Dennis Gross Skincare, LLC*, No. 2:20-cv-02311 (C.D. Cal.); *Krommenhock v.*
27 *Post Foods, LLC*, No. 3:16-cv-04958 (N.D. Cal.); *Hadley v. Kellogg Sales Company*, No.
28

1 5:16-cv-04955 (N.D. Cal.); *Rivera v. Google LLC*, No. 2019-CH-00990 (Cir. Ct. Cook
2 Cnty., Ill.); *In Re: Valsartan, Losartan, and Irbesartan Products Liability Litigation*, No.
3 1:19-md-02875 D.N.J.); *Jones v. Monsanto*, No. 4:19-cv-00102 (W.D. Mo.); *McMorrow v.*
4 *Mondelez International, Inc.*, No. 3:17-cv-02327 (S.D. Cal.); and *In re: Interior Molded*
5 *Doors Indirect Purchaser Antitrust Litigation*, No. 3:18-cv-00850 (E.D. Va.). A description
6 of my experience is attached as **Exhibit A**.

7 7. The courts have consistently acknowledged both the credibility of our team
8 (curriculum vitae attached hereto as **Exhibit B**) and the effectiveness of our class action
9 notice plans. Illustrative court opinions affirming the sufficiency of our notice plans include:

- 10 a. On February 20, 2024, in the Final Approval Order and Judgement in *Hymes*
11 *v. Earl Enterprises Holdings*, No. 6:19-cv-00644 (M.D. Fla.), Judge A.
12 James Craner wrote:

13 The Court finds that the form content, and method of giving notice
14 to the Settlement Class as described in Article VII of the
15 Settlement Agreement (including the exhibits thereto): (a) was the
16 best practicable notice to the Settlement Class; (b) was reasonably
17 calculated to apprise Settlement Class Members of the pendency
18 of the action, the terms of the proposed Settlement, and their
19 rights under the proposed Settlement, including but not limited to
20 their rights to object to or exclude themselves from the proposed
21 Settlement and other rights under the terms of the Settlement
22 Agreement; (c) was reasonable and constituted due, adequate, and
23 sufficient notice to all Class Members and other persons entitled
24 to receive notice; and (d) met all applicable requirements of law,
25 including the Florida Rules of Civil Procedure, and met the Due
26 Process Clause(s) of the United States Constitution. The Court
27 further finds that the Notice was written in plain language, used
28 simple terminology, and was designed to be readily
understandable by Class Members.

- b. On April 5, 2023, in the Order Granting Plaintiffs' Motions for Final
Approval of Class Action Settlement in *Hezi v. Celsius Holdings, Inc.*, 1:21-
cv-09892 (S.D.N.Y.), Judge Jennifer H. Rearden wrote:

1 The Court finds and determines that the notice procedure carried
2 out by Claims Administrator Postlethwaite & Netterville, APAC
3 (“P&N”) afforded adequate protections to Class Members and
4 provides the basis for the Court to make an informed decision
5 regarding approval of the Settlement based on the responses of
6 Class Members. The Court finds and determines that the Notice
7 was the best notice practicable and has satisfied the requirements
8 of law and due process.

- 9
10 c. In the matter *Gilmore et al. v. Monsanto Company, et al.*, 3:21-CV-8159
11 (N.D. Cal.), Judge Vince Chhabria ruled on March 31, 2023:

12 The Court finds that Class Notice has been disseminated to the
13 Class in compliance with the Court’s Preliminary Approval Order
14 and the Notice Plan. The Court further finds that this provided the
15 best notice to the Class practicable under the circumstances, fully
16 satisfied due process, met the requirements of Rule 23 of the
17 Federal Rules of Civil Procedure, and complied with all other
18 applicable law.

- 19
20 d. In the matter *Rivera, et al. v. Google LLC*, 2019-CH-00990 (Cir. Ct. Cook
21 Cnty., Ill.), Judge Anna M. Loftus ruled on September 28, 2022:

22 Pursuant to this Court's Order granting preliminary approval of
23 the Settlement, Postlethwaite & Netterville, APAC (“P&N”) served as Settlement Administrator. This Court finds that the
24 Settlement Administrator performed all duties thus far required as
25 set forth in the Settlement Agreement.

26 The Court finds that the Settlement Administrator has complied
27 with the approved notice process as confirmed by its Declaration
28 filed with the Court. The Court further finds that the Notice plan
set forth in the Settlement as executed by the Settlement
Administrator satisfied the requirements of Due Process and 735
ILCS 5/2-803. The Notice plan was reasonably calculated and
constituted the best notice practicable to apprise Settlement Class
Members of the nature of this litigation, the scope of the
Settlement Class, the terms of the Settlement, the right of
Settlement Class Members to object to the Settlement or exclude
themselves from the Settlement Class and the process for doing

so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

e. In the matter *Hadley, et al. v. Kellogg Sales Company*, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh ruled on November 23, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court’s exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

f. Additionally, on May 11, 2021, in the Order Granting Motion for Final Approval of Class Settlement in *Winters, et al. v. Two Towns Ciderhouse, Inc.*, No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant ruled:

The settlement administrator, Postlethwaite and Netterville, APAC (“P&N”) completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration (“Schwartz Decl.”) ¶¶ 4–14, ECF No. 24-5.)...Thus, the Court finds the Notice complies with due process... With respect to the reaction of the class, it appears the class members’ response has been overwhelmingly positive.

CLASS CERTIFICATION NOTICE PLAN

8. Rule 23 directs that the best notice practicable under the circumstances must include “individual notice to all members who can be identified through reasonable effort.”

1 (FRCP23(c)(2)(B)). The proposed notice effort here satisfies this direction.

2 9. In this context, I understand that there are approximately 776,887 Class
3 Vehicles for which Honda has provided Vehicle Identification Numbers (“VINs”). I further
4 understand that Honda has provided a list of contact information associated with 761,494 of
5 these VINs, representing approximately 98% of the affected Class ("AHM Class Contact
6 Data"). No associated contact information has been provided for approximately 2% of the
7 Class VINs. The AHM Class Contact Data, representing a 98% subset of the total Class,
8 includes VINs and physical mailing addresses for all records, and email addresses for 86%
9 of the records.

10 10. The proposed Notice Plan provides that individual notice will be sent to all
11 Class Members identified in the AHM Class Contact Data who have a facially valid email
12 address. For those without an email address or for whom the email notice was undeliverable,
13 and for the 2% of Class Members whose VINs have no associated contact information, notice
14 will be mailed in accordance with the process described below. To obtain contact
15 information for the 2% of Class Members whose VINs have no associated contact
16 information, EisnerAmper will obtain available contact information from automotive data
17 vendor S&P Global Mobility, which licenses state motor vehicle data through its R. L. Polk
18 & Co. (“Polk”) entity¹.

19 *Individual Notice*

20 11. **Email Notice:** EisnerAmper will format the short form notice for email
21 distribution (“Email Notice”) to all Class Members for whom a facially valid email address
22 is provided in the AHM Class Contact Data. **Exhibit C.** The Email Notice will be created
23 using embedded html text format, presenting a user-friendly and easily readable layout that
24 avoids the inclusion of tables, graphs, or any other elements that may increase the likelihood
25

26 ¹ Polk a leader in automotive intelligence by providing access to the most comprehensive
27 source of new and used vehicle sales and registration data at a national and regional level.
28 Vehicle data includes make, model and technical details, among others, as well as contact
information associated with vehicle registration.

1 of the email landing in SPAM folders and/or being blocked by Internet Service Providers
2 (“ISP” or “ISPs”). Furthermore, we are committed to adhering to email industry best
3 practices, incorporating essential elements such as ‘unsubscribe’ links, readily available
4 Notice Administrator contact information, and the utilization of multiple IP addresses with
5 established sender reputations.²

6 12. To safeguard the integrity and optimize the deliverability of the Email Notice,
7 all emails would undergo a hygiene and verification process. This process entails
8 deduplication, syntax validation, detection and correction of misspelled domains, domain
9 validation, and risk validation. We would monitor and report all email delivery attempts. For
10 instances where an email is returned as undeliverable, commonly known as a ‘bounce,’ the
11 specific reason for the bounce will be documented. If an email address is determined to be
12 non-existent when attempted to send, this would be categorized as a ‘hard bounce,’ and no
13 further delivery attempts would be made to that address. Where the inbox is full, initial
14 blocking or deferral by the ISP, or any other factors impeding delivery are categorized as
15 ‘soft bounces.’ To mitigate the number of undelivered emails resulting from soft bounces,
16 we will make additional email attempts to addresses experiencing a soft bounce. If an email
17 remains undeliverable after subsequent attempts, it will be deemed undeliverable, and no
18 additional delivery attempts would be pursued for that particular email address.

19 13. **Mailed Notice:** For any Class Member for whom a mailing address exists but
20 not an email address, or whose email was returned as undeliverable, and for Class Members
21 whose contact information is obtained from Polk, the short form notice will be mailed (the
22 _____

23 ² ISPs assign scores, or sender reputation, to domains and IP addresses which tells email
24 inbox providers if the email should be delivered to the recipient’s inbox or directed to the
25 spam folder. The sender reputation is determined by multiple factors such as: the timing and
26 number of emails sent from the IP/domain; number of recipients that have marked incoming
27 mail from the sender as spam; number of emails that are delivered directly to spam boxes;
28 number of emails that bounce back; number of recipients that interact with the email (e.g.
open, reply, forward or delete); quality of the content within the email (e.g. typos); the number
of users that unsubscribe; and many other factors.

1 "Postcard Notice") via United States Postal Service ("USPS"). **Exhibit D.** Prior to mailing,
2 all mailing addresses would be checked against the National Change of Address ("NCOA")³
3 database to ensure the accuracy and currency of Class Member address information for
4 proper formatting and mail delivery. Additionally, the addresses will be validated through
5 the Coding Accuracy Support System to uphold zip code precision, while Delivery Point
6 Validation would be employed to verify mailing address accuracy. In the event that NCOA
7 provides a more current mailing address for a Class Member, we would update the address
8 accordingly. In instances where a Postcard Notice is returned with forwarding mailing
9 address information, we would re-send to the newly provided mailing address. For any
10 Postcard Notices that are returned as undeliverable, we would utilize standard skip-tracing
11 techniques to obtain forwarding mailing address information. If skip-tracing yields an
12 alternative forwarding mailing address, we would re-mail the notice to the mailing address
13 identified through the skip-tracing process.

14 *Case Website*

15 14. A neutral, informational, website with an easy to remember domain name will
16 be established where potential Class Members can obtain additional information and
17 documents including the Detailed Notice (**Exhibit E**), Complaint, the Class Certification
18 Order, answers to FAQs and any other information that the Court may require. The website
19 will also include information on how potential Class Members can opt-out of the Class if
20 they choose. The website address will be prominently displayed in all direct notice
21 documents.

22 *Toll-free Telephone Number, Postal Mailing Address, and Email Address*

23 15. A dedicated toll-free number will be established and will be available 24 hours
24 per day, seven days per week. Callers will hear an introductory message. Callers will then
25

26 ³ The NCOA database is maintained by the USPS and consists of approximately 160 million
27 permanent change-of-address ("COA") records consisting of names and addresses of
28 individuals, families, and businesses who have filed a COA with the USPS. The address
information is maintained on the database for 48 months.

1 have the option to continue to get information about the lawsuit in the form of recorded
2 answers to FAQs. Callers will also have an option to request a Detailed Notice by mail and
3 the option to leave a voicemail and receive a call back from the Notice Administrator.

4 16. A postal mailing address and email address will be provided, allowing Class
5 Members to request additional information or ask questions via these channels.

6 **REQUESTS FOR EXCLUSION**

7 17. Class Members who want to exclude themselves from the Class will be
8 permitted to submit a request for exclusion by mail to a dedicated Post Office Box that
9 EisnerAmper will maintain. EisnerAmper will monitor all mail delivered to that post office
10 box and will track all exclusion requests received, which will be provided to the Parties.

11 **CONCLUSION**

12 18. The proposed Notice Plan includes individual direct notice – written in
13 accordance with plain language guidance – to an overwhelming majority of the Class; an
14 informational case website; and a toll-free hotline.

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

19 a. “But when notice is a person’s due, process which is a mere gesture is not due
20 process. The means employed must be such as one desirous of actually
21 informing the absentee might reasonably adopt to accomplish it,” *Mullane v.*
22 *Central Hanover Trust*, 339 U.S. 306, 315 (1950).

23 b. “[N]otice must be reasonably calculated, under all the circumstances, to
24 apprise interested parties of the pendency of the action and afford them an
25 opportunity to present their objections,” *Eisen v. Carlisle & Jacquelin*, 417
26 U.S. 156 (1974) citing *Mullane* at 314.

27 20. The Notice Program will provide the best notice practicable under the
28

1 circumstances of this case, conforms to all aspects of Federal Rule of Civil Procedure 23,
2 and comports with the guidance for effective notice articulated in the Manual for Complex
3 Litigation 4th Ed.

4
5 I declare under penalty of perjury that the foregoing is true and correct to the best of
6 my knowledge and belief.

7 Executed this 20th day of September 2024, in Portland, Oregon.

8
9
10 */s/ Brandon Schwartz*

11 _____
12 Brandon Schwartz



Exhibit A: CV of Brandon Schwartz

Brandon Schwartz



Brandon Schwartz is the Director of Notice for EAG Gulf Coast, LLC. He is responsible for developing customized legal notice solutions for clients related to class action notice and claims administration programs.

Brandon has more than 15 years of experience designing and implementing complex notice programs. His knowledge of email and postal distribution, demographic research, reach and frequency methodology, digital and social media strategies, and Fed R. Civ 23 compliance keep clients informed of the best practices in legal notice design. He is the author of several articles pertaining to Rule 23 changes and notice design and implementation.

Brandon has designed and implemented notice campaigns for hundreds of cases in his career. Prior to joining EAG Gulf Coast, LLC, Brandon was the Director of Notice and Media for a large claims administrator where he was responsible for overseeing cases such as: *In re Ductile Iron Pipe Fittings ("DIPF") Indirect Purchaser Antitrust Litigation*; *In re Sony PS3 "Other OS" Litigation*; *Gordon v. The Hain Celestial Group et al*; and *Smith, et al. v. Floor & Decor Outlets of America, Inc.*

EDUCATION & CREDENTIALS

- Bachelor of Science, Marketing, University of Illinois at Chicago
- Bachelor of Science, Management, University of Illinois at Chicago
- Legal Notice Expert

ARTICLES

- Legal Notice and Social Media: How to Win the Internet
- Rule 23 Changes: Avoid Delays in Class Settlement Approval
- Rule 23 Changes: How Electronic Notice Can Save Money
- Tackling Digital Class Notice with Rule 23 Changes
- What to Expect: California's Northern District Procedural Guidance Changes

SPEAKING ENGAGEMENTS

- Class Action Law Forum: Notice and Administration: Fraud and Third-Party Filers, San Diego, CA, March 18, 2023
- Class Action Law Forum: Settlement and Notice & Claims Trends, San Diego, CA, March 18, 2022
- Class Action Law Forum: Consumer Class Actions, San Diego, CA, March 5, 2020
- Class Action Mastery: Best Practices in Claims Settlement Administration, HB Litigation Conference, San Diego, CA, January 17, 2019
- Class Action Mastery: Communication with the Class, HB Litigation Conference, New York, NY, May 10, 2018

SAMPLE JUDICIAL COMMENTS

- **Hezi v. Celsius Holdings, Inc.**, Case No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.

- **Scott Gilmore et al. v. Monsanto Company, et al.**, Case No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- **John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.**, Case No. 2021L00026 (Fifteenth Judicial Circuit of Illinois, Lee County), on March 28, 2023:

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

- **Sanders et al. v. Ibex Global Solutions, Inc. et al.**, Case No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Pagan, et al. v. Faneuil, Inc.**, Case No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did



provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

- **LaPrairie v. Presidio, Inc., et al.**, Case No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Nelson v. Bansley & Kiener, LLP**, Case No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.

- **Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.**, Case No. 21-2-03929-1-SEA (Superior Court King County, WA), Judge Douglass A. North on September 30, 2022:

Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude



themselves from the Settlement, and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.

- **Rivera, et al. v. Google LLC**, Case No. 2019-CH-00990 (Circuit Court of Cook County, IL), Judge Anna M. Loftus on September 28, 2022:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.**, Case No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Hosch et al. v. Drybar Holdings LLC**, Case No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

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



- **Baldwin et al. v. National Western Life Insurance Company**, 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).

- **Chapman et al. v. voestalpine Texas Holding LLC**, Case No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:

- (a) *Constituted the best practicable notice, under the circumstances;*
 - (b) *Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
 - (c) *Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
 - (d) *Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*
- **Hanson v. Welch Foods Inc.**, Case No. 3:20-cv-02011 (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **McMorrow, et al. v. Mondelez International, Inc.**, No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the



- class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.*
- **Hadley, et al. v. Kellogg Sales Company**, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court’s exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).
 - **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Circuit Court of Cook County, IL), Judge Raymond W. Mitchell on September 9, 2021:

This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.
 - **In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation**, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings an of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such



notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Lisa Jones et al. v. Monsanto Company, et al.**, No. 4:19-cv-00102-BP (W.D. Mo.), Chief Judge Beth Phillips on May 13, 2021:

The Court also notes that there has been only one objection filed, and even the Objector has not suggested that the amount of the settlement is inadequate or that the notice or the method of disseminating the notice was inadequate to satisfy the requirements of the Due Process Clause or was otherwise infirm...However, with respect to the Rule 23(e) factors, the Court finds that the process used to identify and pay class members and the amount paid to class members are fair and reasonable for settlement purposes.

- **Winters et al. v. Two Towns Ciderhouse Inc.**, No. 3:20-cv-00468-BAS-BGS (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)...Notice via social media resulted in 30,633,610 impressions. (Schwartz Decl. ¶4.) Radio notice via Spotify resulted in 394,054 impressions. (Id. ¶ 5.) The settlement website received 155,636 hits, and the toll-free number received 51 calls. (Id. ¶¶ 9, 14.) Thus, the Court finds the Notice complies with due process.

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the



Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.

- **Fabricant v. Amerisave Mortgage Corporation**, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

- **Edward Makaron et al. v. Enagic USA, Inc.**, 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

The Court makes the following findings and conclusions regarding notice to the Class:

a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;

b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- **John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.**, 1:17-cv-01307 (N.D. Ill.), Judge Harry D. Leinenweber on August 8, 2019:

The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement



Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- **Hartig Drug Company Inc., v. Senju Pharmaceutical LTD., and Allergan, Inc.**, 1:14-cv-00719 (D. Del.), Judge Joseph F. Bataillon on May 3, 2018:

The Court approves the proposed notice program, including the Mail Notice and the Publication Notice, attached as Exhibits A and B to the Declaration of Brandon Schwartz of Garden City Group in support of Plaintiff's Unopposed Motion to Distribute Notice to the Settlement Class ("Schwartz Declaration"). The Court further approves the claim form attached as Exhibit C to the Schwartz Declaration. The Court finds that the manner of notice proposed constitutes the best practicable notice under the circumstances as well as valid, due, and sufficient notice to all persons entitled thereto and complies fully with the requirements of the Federal Rule of Civil Procedure 23...

- **Gordon v. Hain Celestial Group, et al.**, 1:16-cv-06526 (S.D.N.Y.), Judge Katherine B. Forrest on September 22, 2017:

The form, content, and method of dissemination of the Class Notice given to Settlement Class Members - as previously approved by the Court in its Preliminary Approval Order - were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Rule 23 (c) and (e) and Due Process.

- **In re: Sony PS3 "Other OS" Litigation**, 4:10-cv-01811 (N.D. Cal.), Judge Yvonne Gonzalez Rogers on June 8, 2018:

The Court finds that the program for disseminating notice to the Class provided for in the Settlement, and previously approved and directed by the Court (the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and that such Notice Program, including the approved forms of notice, constitutes the best notice practicable under the circumstances and fully satisfied due process, the requirements of Rule 23 of the Federal Rules of Civil Procedure and all other applicable laws.

- **In re: Ductile Iron Pipe Fittings ("DIPF") Indirect Purchaser Antitrust Litigation**, 3:12-cv-00169 (D.N.J.), Judge Anne E. Thompson on June 8, 2016:

Notice of the Settlement Agreements to the Settlement Classes required by Rule 23(e) of the Federal Rules of Civil Procedure, including the additional forms of notice as approved by the Court, has been provided in accordance with the Court's orders granting preliminary approval of these Settlements and notice of the Settlements, and such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Federal Rules of Civil Procedure 23(c)(2)(B) and due process.



LEGAL NOTICE CASES

Case Caption	Docket Number	Court
<i>Rivera, et al. v. Google LLC</i>	19-CH-00990	Ill. Cir. Ct. Cook Cnty.
<i>Hezi v Celsius Holdings, Inc</i>	1:21-cv-09892	S.D.N.Y.
<i>Quackenbush, et al. v American Honda Motor Company, Inc. et al.</i>	3:20-cv-05599	N.D. Cal.
<i>Sanders, et al. v. Ibex Global Solutions, Inc., et al.</i>	1:22-cv-00591	D.D.C.
<i>In re: Cathode Ray Tube (CRT) Antitrust Litigation</i>	4:07-cv-05944	N.D. Cal.
<i>John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.</i>	2021L00026	Fifteenth Judicial Circuit of Illinois, Lee County
<i>Gonshorowski v. Spencer Gifts, LLC</i>	ATL-L-000311-22	N.J. Super. Ct.
<i>Stewart et al. v. Albertsons Cos., Inc.</i>	16CV15125	Mult. Cty. Cir. Ct.
<i>Simmons v. Assistcare Home Health Services, LLC, d/b/a Preferred Home Health Care of New York/Preferred Gold</i>	511490/2021	Kings Co. Sup. Ct., 2d Jud. Dist.
<i>Terry Fabricant v. Top Flite Financial, Inc.</i>	20STCV13837	Cal. Super.
<i>Riley v. Centerstone of America</i>	3:22-cv-00662	M.D. Tenn.
<i>Bae v. Pacific City Bank</i>	21STCV45922	Cal. Super.
<i>Tucker v. Marietta Area Health Care Inc.</i>	2:22-cv-00184	S.D. Ohio
<i>Acaley v. Vimeo.com, Inc</i>	19-CH-10873	Ill. Cir. Ct. Cook Cnty.
<i>Easter v Sound Generations</i>	21-2-16953-4	Wash. Super.
<i>GPM v City of Los Angeles</i>	21STCV11054	Cal. Super.
<i>Pagan v. Faneuil, Inc</i>	3:22-cv-297	E.D. Va.
<i>Estes v. Dean innovations, Inc.</i>	20-CV-22946	Mult. Cty. Cir. Ct.
<i>Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.</i>	21-2-03929-1	Wash. Super.
<i>Gilmore, et al. v. Monsanto Company, et al.</i>	3:21-cv-8159	N.D. Cal.
<i>Copley v. Bactolac Pharmaceutical, Inc. et al.</i>	2:18-cv-00575	E.D.N.Y.
<i>James v. CohnReznick LLP</i>	1:21-cv-06544	S.D.N.Y.
<i>Doe v. Virginia Mason</i>	19-2-26674-1	Wash. Super.
<i>LaPrairie v. Presidio, Inc., et al.</i>	1:21-cv-08795	S.D.N.Y.
<i>Richardson v. Overlake Hospital Medical Center et al.</i>	20-2-07460-8	Wash. Super.
<i>Weidman, et al. v. Ford Motor Company</i>	2:18-cv-12719	E.D. Mich.
<i>Siqueiros et al. v. General Motors, LLC</i>	3:16-cv-07244	N.D. Cal.
<i>Vaccaro v. Delta Drugs, II. Inc.</i>	20STCV28871	Cal. Super.
<i>Hosch v. Drybar Holdings LLC</i>	2021-CH-01976	Ill. Cir. Ct. Cook Cnty.
<i>Davidson v. Healthgrades Operating Company, Inc.</i>	21-cv-01250	D. Colo.
<i>Baldwin et al. v. National Western Life Insurance Co.</i>	2:21-cv-04066	W.D. Mo.
<i>Deien v. Seattle City Light</i>	19-2-21999-8	Wash. Super.
<i>Blake Chapman et al. v. voestalpine Texas, LLC, et al.</i>	2:17-cv-00174	S.D. Tex.



Case Caption	Docket Number	Court
<i>Hanson v. Welch Foods Inc.</i>	3:20-cv-02011	N.D. Cal.
<i>McMorrow v. Mondelez International, Inc.</i>	3:17-cv-02327	S.D. Cal.
<i>Hadley, et al. v. Kellogg Sales Company</i>	5:16-cv-04955	N.D. Cal.
<i>Miracle-Pond, et al. v. Shutterfly, Inc.</i>	16-cv-10984	Cir. Ct. Cook Cnty.
<i>In Re: Sonic Corp. Customer Data Breach Litigation</i>	1:17-md-02807	N.D. Ohio
<i>In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation</i>	3:18-cv-00850	E.D. Va.
<i>Krommenhock, et al. v. Post Foods, LLC</i>	3:16-cv-04958	N.D. Cal.
<i>Daley, et al. v. Greystar Management Services LP, et al.</i>	2:18-cv-00381	E.D. Wash.
<i>Brianna Morris v. FPI Management Inc.</i>	2:19-cv-0128	E.D. Wash.
<i>Kirilose Mansour v. Bumble Trading Inc.</i>	RIC1810011	Cal. Super.
<i>Clopp et. al. v. Pacific Market Research, LLC et. al.</i>	21-2-08738-4	Wash. Super.
<i>Lisa T. Leblanc, et al. v. Texas Brine Company, LLC, et al.</i>	12-2059	E.D. La.
<i>Jackson-Battle v. Navicent Health, Inc.</i>	2020-cv-072287	Ga Super.
<i>Richardson v. Overlake Hospital Medical Center et al.</i>	20-2-07460-8	Wash. Super.
<i>Fabricant v. Amerisave Mortgage Corp</i>	2:19-cv-04659	C.D. Cal.
<i>Jammeh v. HNN Assoc.</i>	2:19-cv-00620	W.D. Wash.
<i>Farruggio, et al. v. 918 James Receiver, LLC et al.</i>	3831/2017	N.Y. Sup Ct
<i>Winters, et al. v. Two Towns Ciderhouse Inc.</i>	3:20-cv-00468	S.D. Cal.
<i>Siddle, et al. v. The Duracell Company, et al.</i>	4:19-cv-00568	N.D. Cal.
<i>Lisa Jones et al. v. Monsanto Company</i>	4:19-cv-00102	W.D. Mo.
<i>Makaron v. Enagic USA, Inc.</i>	2:15-cv-05145	C.D. Cal.
<i>John Karpilovsky, et al. v. All Web Leads, Inc.</i>	1:17-cv-01307	N.D. Ill.
<i>Hughes et al. v. AutoZone Parts Inc. et al.</i>	BC631080	Cal. Super.
<i>Kimberly Miller, et al. v. P.S.C., Inc. d/b/a Puget Sound Collections</i>	3:17-cv-0586	W.D. Wash.
<i>Aaron Van Fleet, et al. v. Trion Worlds Inc.</i>	535340	Cal. Super.
<i>Wilmington Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)</i>	1:16-cv-11675	N.D. Ill.
<i>Deutsche Bank National Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)</i>	1:16-cv-11675	N.D. Ill.
<i>Adriana Garcia, et al. v. Sun West Mortgage Company, Inc.</i>	BC652939	Cal. Super.
<i>Cajuns for Clean Water, LLC, et al. v. Cecilia Water Corporation, et al.</i>	82253	La. Dist.
<i>In re: Sony PS3 "Other OS" Litigation</i>	4:10-cv-01811	N.D. Cal.
<i>In re: Ductile Iron Pipe Fittings Indirect Purchaser Antitrust Litigation</i>	3:12-cv-00169	D.N.J.
<i>In re: Ductile Iron Pipe Fittings Direct Purchaser Antitrust Litigation</i>	3:12-cv-00711	D.N.J.
<i>Hartig Drug Company Inc., v. Senju Pharmaceutical et. al.</i>	1:14-cv-00719	D. Del.
<i>Gordon v. The Hain Celestial Group, et al.</i>	1:16-cv-06526	S.D.N.Y.
<i>In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico – Economic and Property Damages Settlement (MDL 2179)</i>	2:10-md-02179	E.D. La.



Case Caption	Docket Number	Court
<i>In re: Google Inc. Cookie Placement Consumer Privacy Litigation (MDL 2358)</i>	1:12-md-02358	D. Del.
<i>In re: Pool Products Distribution Market Antitrust Litigation (MDL 2328)</i>	2:12-md-02328	E.D. La.
<i>In re: Polyurethane Foam Antitrust Litigation (MDL 2196)</i>	1:10-md-2196	N.D. Ohio
<i>In re: Processed Egg Products Antitrust Litigation (MDL 2002)</i>	2:08-md-02002	E.D. Pa.
<i>In re: The Flintkote Company and Flintkote Mines Limited</i>	1:04-bk-11300	Bankr. D. Del.
<i>In re: Prograf (Tacrolimus) Antitrust Litigation (MDL 2242)</i>	1:11-cv-02242	D. Mass.
<i>Markos v. Wells Fargo Bank, N.A.</i>	1:15-cv-01156	N.D. Ga.
<i>Cross v. Wells Fargo Bank, N.A.</i>	1:15-cv-01270	N.D. Ga.
<i>Ferrick v. Spotify USA Inc.</i>	1:16-cv-08412	S.D.N.Y.
<i>In re: Parmalat Securities Litigation (MDL 1653)</i>	1:04-md-01653	S.D.N.Y.
<i>Smith v. Floor and Décor Outlets of America, Inc.</i>	1:15-cv-04316	N.D. Ga.
<i>Schwartz v. Intimacy in New York, LLC</i>	1:13-cv-05735	S.D.N.Y.
<i>In re: TRS Recovery Services, Inc., Fair Debt Collection Practices Act Litigation (MDL 2426)</i>	2:13-md-02426	D. Me.
<i>Young v. Wells Fargo & Co</i>	4:08-cv-00507	S.D. Iowa
<i>In re: Credit Default Swaps Antitrust Litigation (MDL 2476)</i>	1:13-md-02476	S.D.N.Y.
<i>Anthony Frank Lasseter et. al. v. Rite-Aid</i>	09-cv-2013-900031	Ala. Cir. Ct.
<i>Khoday v. Symantec Corp.</i>	0:11-cv-00180	D. Minn.
<i>MacKinnon, Jr v. IMVU</i>	1-11-cv-193767	Cal. Super.
<i>Ebarle et al. v. LifeLock, Inc.</i>	3:15-cv-00258	N.D. Cal.
<i>Sanchez v. Kambousi Restaurant Partners ("Royal Coach Diner")</i>	1:15-cv-05880	S.D.N.Y.
<i>Schwartz v. Avis Rent A Car System</i>	2:11-cv-04052	D.N.J.
<i>Klein v. Budget Rent A Car System</i>	2:12-cv-07300	D.N.J.
<i>Pietrantonio v. Kmart Corporation</i>	15-5292	Mass. Cmmw.
<i>Cox et al. v. Community Loans of America, Inc., et al.</i>	4:11-cv-00177	M.D. Ga.
<i>Vodenichar et al. v. Halcón Energy Properties, Inc. et al.</i>	2013-512	Pa. Com. Pleas
<i>State of Oregon, ex. rel. Ellen F. Rosenblum, Attorney General v. AU Optronics Corporation, et al.</i>	1208 10246	Or. Cir.
<i>Barr v. The Harvard Drug Group, LLC, d/b/a Expert-Med</i>	0:13-cv-62019	S.D. Fla.
<i>Splater et al. v. Thermal Ease Hydronic Systems, Inc. et al.</i>	03-2-33553-3	Wash. Super.
<i>Phillips v. Bank of America</i>	15-cv-00598	Cal. Super.
<i>Ziwczyń v. Regions Bank and American Security Insurance Co.</i>	1:15-cv-24558	S.D. Fla
<i>Dorado vs. Bank of America, N.A.</i>	1:16-cv-21147	S.D. Fla
<i>Glass v. Black Warrior Electric</i>	cv-2014-900163	Ala. Cir.
<i>Beck v. Harbor Freight Tools USA, Inc.</i>	15-cv-00598	Ohio Com. Pleas
<i>Ligon v. City of New York, et al.</i>	12-cv-2274	S.D.N.Y.



Case Caption	Docket Number	Court
<i>Abdellahi, et al., vs. River Metals Recycling, LLC</i>	13-CI00095	Ky. Cir.
<i>Alegre v. XPO Last Mile, Inc.</i>	2:15-cv-02342	D.N.J.
<i>Jack Leach et al. v. E.I. du Pont de Nemours and Co.</i>	01-C-608	W. Va. Cir.
<i>Hayes , et al. v. Citizens Financial Group Inc., et al.</i>	1:16-cv-10671	D. Mass.
<i>In re: Foreign Exchange Benchmark Rates Antitrust Litigation</i>	1:13-cv-07789	S.D.N.Y.
<i>Flo & Eddie, Inc. v. Sirius XM Radio, Inc.</i>	2:13-cv-05693	C.D. Cal.
<i>Cozzitorto vs. American Automobile Association of Northern California, Nevada & Utah</i>	C13-02656	Cal. Super.
<i>Filannino-Restifo, et al. v. TD Bank, N.A.</i>	0:18-cv-01159	D.N.J.
<i>United States v. Takata Corporation</i>	2:16-cv-20810	E.D. Mich.
<i>Free Range Content, Inc. v. Google Inc.</i>	5:14-cv-02329	N.D. Cal.
<i>Bautista v. Valero Marketing and Supply Company</i>	3:15-cv-05557	N.D. Cal.
<i>Devin Forbes and Steve Lagace -and- Toyota Canada Inc.</i>	cv-16-70667	Ont. Super. Ct.
<i>Thierry Muraton -and- Toyota Canada Inc.</i>	500-06-000825-162	Que. Super. Ct.
<i>In re: Residential Schools Class Action Litigation</i>	00-cv-192059	Ont. Super. Ct.
<i>In re: Tricor Antitrust Litigation</i>	05-340	D. Del.
<i>Masztal v. City of Miami</i>	3D06-1259	Fla. Dist. App.
<i>In re: Tribune Company, et al.</i>	08-13141	D. Del.
<i>Marian Perez v. Tween Brands Inc.</i>	14-cv-001119	Ohio Com. Pleas
<i>Ferguson v. Safeco</i>	DV 04-628B	Mont. Dist.
<i>Williams v. Duke Energy</i>	1:08-cv-00046	S.D. Ohio
<i>Boone v. City of Philadelphia</i>	2:05-cv-01851	E.D. Pa.
<i>In re: Lehman Brothers Inc.</i>	08-13555, 08-01420	Bankr. S.D.N.Y.
<i>In re: Department of Veterans Affairs (VA) Data Theft Litigation (MDL No. 1796)</i>	1:06-md-00506	D.D.C.
<i>In re: Countrywide Customer Data Breach Litigation (MDL No. 1998)</i>	3:08-md-01998	W.D. Ky.
<i>In re: Checking Account Overdraft Litigation (MDL No. 2036)</i>	1:09-md-02036	S.D. Fla.
<i>In re: Heartland Data Security Breach Litigation (MDL No. 2046)</i>	4:09-md-02046	S.D. Tex.
<i>Schulte v. Fifth Third Bank</i>	1:09-cv-06655	N.D. Ill.
<i>Mathena v. Webster Bank, N.A.</i>	3:10-cv-01448	D. Conn.
<i>Delandro v. County of Allegheny</i>	2:06-cv-00927	W.D. Pa.
<i>Trombley v. National City Bank</i>	1:10-cv-00232	D.D.C.
<i>Fontaine v. Attorney General of Canada</i>	00-cv-192059 CP	Ont. Super. Ct.
<i>Marolda v. Symantec Corp.</i>	3:08-cv-05701	N.D. Cal.





Exhibit B: CV of EAG



Class & Mass Action Settlement Administration

Our Approach

EisnerAmper provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims. Our innovative team successfully administers a wide variety of settlements, and our industry-leading technology enables us to develop customizable administration solutions for class and mass action litigations.



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Sample Case Experience*



Environmental/Toxic Torts

- In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- In re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- Sanchez et al v. Texas Brine, LLC et al.
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Cajuns for Clean Water, LLC et al. v. Cecilia Water Corporation, et al.
- Cooper, et al. v. Louisiana Department of Public Works
- Maturin v. Bayou Teche Water Works
- Chevron Richmond Refinery Fire Settlement
- Chapman et al. v. voestalpine Texas LLC, et al.



Consumer

- Jones et al. v. Monsanto Co.
- Hadley, et al. v. Kellogg Sales Co.
- McMorrow, et al. v. Mondelez International, Inc
- Krommenhock, et al. v. Post Foods, LLC
- Hanson v. Welch Foods Inc.
- Siddle et al. v. The Duracell Co. et al.
- Copley, et al. v. Bactolac Pharmaceutical, Inc.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Fabricant v. AmeriSave Mortgage Corp. (TCPA)
- Makaron v. Enagic USA, Inc. (TCPA)
- Prescod et al. v. Celsius Holdings, Inc.
- Gilmore v. Monsanto Co.



Antitrust

- In re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)⁴
- In re: Interior Molded Doors Antitrust Litigation (Indirect)



Mass Torts

- In re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)¹
- In re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)¹
- In re: Paraquat Products Liability Litigation (MDL 3004)¹
- In re: Paragard Products Liability Litigation (MDL 2974)
- In re: Roundup Products Liability Litigation (MDL 2741)²
- Essure Product Liability Settlement³
- Porter Ranch (JCCP 4861)



Data Breach/Privacy

- Miracle-Pond, et al. v. Shutterfly
- Baldwin et al. v. National Western Life Insurance Co.
- Jackson-Battle, et al. v. Navicent Health, Inc.
- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- In re: Forefront Data Breach Litigation
- Easter et al. v. Sound Generations
- Rivera, et al. v. Google LLC
- Acaley v. Vimeo, Inc.



Mass Arbitration

- T-Mobile
- Uber
- Postmates
- Instacart
- Intuit



Other Notable Cases

- Brown, et al. v. State of New Jersey DOC (Civil Rights)
- Slade v. Progressive (Insurance)

⁴Work performed as Postlethwaite & Netterville, APAC (P&N)

¹Services provided in cooperation with the Court-Appointed Special Master

²Appointed As Common Benefit Trustee

³Inventory Settlement

"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC and its subsidiary entities provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed independent CPA firm that provides attest services to its clients, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services to their clients. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms. The entities falling under the EisnerAmper brand are independently owned and are not liable for the services provided by any other entity providing services under the EisnerAmper brand. Our use of the terms "our firm" and "we" and "us" and terms of similar import, denote the alternative practice structure conducted by EisnerAmper LLP and Eisner Advisory Group LLC.



EAG Claims Administration Experience

SAMPLE JUDICIAL COMMENTS

- **Hezi v. Celsius Holdings, Inc.**, No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process .

- **Scott Gilmore et al. v. Monsanto Company, et al.**, No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- **John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.**, No. 2021L00026 (Fifteenth Judicial Circuit of Illinois, Lee County), on March 28, 2023:

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

- **Sanders et al. v. Ibex Global Solutions, Inc. et al.**, No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Vaccaro v. Super Care, Inc.**, No. 20STCV03833 (Cal. Superior Court), Judge David S. Cunningham on March 10, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- **Gonshorowski v. Spencer Gifts, LLC**, No. ATL-L-000311-22 (N.J. Super. Ct.), Judge Danielle Walcoff on March 3, 2023:

The Court finds that the Notice issued to the Settlement Class, as ordered in the Amended Preliminary Approval Order, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with New Jersey Court Rules 4:32-2(b)(2) and (e)(1)(B) and due process.

- **Vaccaro v. Delta Drugs II, Inc.**, No. 20STCV28871 (Cal. Superior Court), Judge Elihu M. Berle on March 2, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- **Pagan, et al. v. Faneuil, Inc.**, No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.



- **LaPrairie v. Presidio, Inc., et al.**, No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Nelson v. Bansley & Kiener, LLP**, No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.

- **Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.**, No. 21-2-03929-1-SEA (Superior Court King County, WA), Judge Douglass A. North on September 30, 2022:

Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement, and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.



- **Rivera, et al. v. Google LLC**, No. 2019-CH-00990 (Circuit Court of Cook County, IL), Judge Anna M. Loftus on September 28, 2022:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Davonna James, individually and on behalf of all others similarly situated v. CohnReznick LLP**, No. 1:21-cv-06544 (S.D.N.Y.), Judge Lewis J. Liman on September 21, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.**, No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Hosch et al. v. Drybar Holdings LLC**, No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed



Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Baldwin et al. v. National Western Life Insurance Company**, No. 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).

- **Chapman et al. v. voestalpine Texas Holding LLC**, No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:

- (a) Constituted the best practicable notice, under the circumstances;*
- (b) Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
- (c) Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
- (d) Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*

- **Clopp et al. v. Pacific Market Research LLC**, No. 21-2-08738-4 (Superior Court King County, WA), Judge Kristin Richardson on May 27, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Washington Civil Rule 23(c)(2).



- **Whitlock v. Christian Homes, Inc., et al**, No. 2020L6 (Circuit Court of Logan County, IL), Judge Jonathan Wright on May 6, 2022:

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

- **Hanson v. Welch Foods Inc.**, No. 3:20-cv-02011-JCS (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Dein v. Seattle City Light**, No. 19-2-21999-8 SEA (Superior Court King County, WA), Judge Kristin Richardson on April 15, 2022:

The Court hereby finds and concludes that the notice was disseminated to Settlement Class Members in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the notice fully satisfies CR 23(c)(2) and the requirements of due process, was the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, and provided an opportunity for the Class Members to object to or exclude themselves from the Settlement.

- **Frank v. Cannabis & Glass, LLC, et al**, No. 19-cv-00250 (E.D. Wash.), Judge Stanley A. Bastian on April 11, 2022:

Postlethwaite & Netterville, APAC, ("P&N"), the Settlement Administrator approved by the Court, completed the delivery of Class Notice according to the terms of the Agreement. The Class Text Message Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances, including



individual notice to all Settlement Class Members who could be identified through reasonable effort.

- **McMorrow, et al. v. Mondelez International, Inc.**, No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.

- **Daley, et al. v. Greystar Management Services LP, et al.**, No. 2:18-cv-00381 (E.D. Wash.), Judge Salvador Mendoz, Jr. on February 1, 2022:

The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class...was the best practicable notice under the circumstances. The Class Notice program...was reasonable and provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice. The Class Notice given to the Settlement Class Members satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of constitutional due process. The Class Notice was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this Action....

- **Mansour, et al. v. Bumble Trading, Inc.**, No. RIC1810011 (Cal. Super.), Judge Sunshine Sykes on January 27, 2022:

The Court finds that the Class Notice and the manner of its dissemination constituted the best practicable notice under the circumstances and was reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Agreement, and their right to object to or exclude themselves from the Settlement Class. The Court finds that the notice was reasonable, that it constituted due, adequate and sufficient notice to all persons entitled to receive notice, and that it met the requirements of due process, Rules of Court 3.766 and 3.769(f), and any other applicable laws.



- **Hadley, et al. v. Kellogg Sales Company**, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Circuit Court of Cook County, IL), Judge Raymond W. Mitchell on September 9, 2021:

This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Jackson-Battle, et al. v. Navicent Health, Inc.**, No. 2020-CV-072287 (Ga Super.), Judge Jeffery O. Monroe on August 4, 2021:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-11-23(c)(2).

- **In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation**, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable



under the circumstances. Said notice provided due and adequate notice of the proceedings an of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Winters, et al. v. Two Towns Ciderhouse, Inc**, No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)...Thus, the Court finds the Notice complies with due process....With respect to the reaction of the class, it appears the class members' response has been overwhelmingly positive.

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.



- **Fabricant v. Amerisave Mortgage Corporation**, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

- **Snyder, et al. v. U.S. Bank, N.A., et al.**, No. 1:16-CV-11675 (N.D. Ill), Judge Matthew F. Kennelly on June 18, 2020:

The Court makes the following findings and conclusions regarding notice to the Settlement Class:

a. The Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;
b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Consolidated Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- **Edward Makaron et al. v. Enagic USA, Inc.**, No. 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

The Court makes the following findings and conclusions regarding notice to the Class:

a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;

b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably



calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- **Kimberly Miller et al. v. P.S.C, Inc., d/b/a Puget Sound Collections**, No. 3:17-cv-05864 (W. D. Wash.), Judge Ronald B. Leighton on January 10, 2020:

The Court finds that the notice given to Class Members pursuant to the terms of the Agreement fully and accurately informed Class Members of all material elements of the settlement and constituted valid, sufficient, and due notice to all Class Members. The notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.

- **John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.**, No. 1:17-cv-01307 (N.D. Ill), Judge Harry D. Leinenweber on August 8, 2019:

The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- **Paul Story v. Mammoth Mountain Ski Area, LLC**, No. 2:14-cv-02422 (E.D. Cal.), Judge John A. Mendez on March 13, 2018:

The Court finds that the Settlement Administrator delivered the Class Notice to the Class following the procedures set forth in the Settlement Agreement; that the Class Notice and the procedures followed by the Settlement Administrator constituted the best notice practicable under the circumstances; and that the Class Notice and the procedures contemplated by the Settlement Agreement were in full compliance with the laws of the United States and the requirements of due process. These findings support final approval of the Settlement Agreement.



- **John Burford, et al. v. Cargill, Incorporated**, No. 05-0283 (W.D. La.), Judge S. Maurice Hicks, Jr. on November 8, 2012:

Considering the aforementioned Declarations of Carpenter and Mire as well as the additional arguments made in the Joint Motion and during the Fairness Hearing, the Court finds that the notice procedures employed in this case satisfied all of the Rule 23 requirements and due process.

- **In RE: FEMA Trailer Formaldehyde Product Liability Litigation**, MDL No. 1873, (E.D La.), Judge Kurt D. Engelhardt on September 27, 2012:

After completing the necessary rigorous analysis, including careful consideration of Mr. Henderson's Declaration and Mr. Balhoff's Declaration, along with the Declaration of Justin I. Woods, the Court finds that the first-class mail notice to the List of Potential Class Members (or to their attorneys, if known by the PSC), Publication Notice and distribution of the notice in accordance with the Settlement Notice Plan, the terms of the Settlement Agreement, and this Court's Preliminary Approval Order:

- (a) constituted the best practicable notice to Class Members under the circumstances;*
- (b) 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;*
- (c) was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of this proposed class action settlement, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) 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 representation by Plaintiffs or the PSC, and/or the award of attorneys' fees), (iv) their right to appear at the Fairness Hearing - either on their own or through counsel hired at their own expense - if they did not exclude themselves from the Class, and (v) the binding effect of the Preliminary Approval Order and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons who do not timely request exclusion from the Class;*
- (d) was calculated to reach a large number of Class Members, and the prepared notice documents adequately informed Class Members of the class action, properly described their rights, and clearly conformed to the high standards for modern notice programs;*
- (e) focused on the effective communication of information about the class action. The notices prepared were couched in plain and easily understood language and were written and designed to the highest communication standards;*



- (f) afforded sufficient notice and time to Class Members to receive notice and decide whether to request exclusion or to object to the settlement.;*
- (g) was reasonable and constituted due, adequate, effective, and sufficient notice to all persons entitled to be provided with notice; and*
- (h) fully satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable law.*





Exhibit C: Email Notice

From: [Honda Braking Class Action Administrator \(Notice@pnclassaction.com\)](mailto:Notice@pnclassaction.com)
To:
Subject: Legal Notice - Cadena, et al. v. American Honda Motor Company, Inc.
Date:

[Click here](#) to view this message in a browser window. [Click here to opt out](#)

Legal Notice by Order of the United States District Court
for the Central District of California

**If You Purchased A New 2017-2019 Honda CR-V
Or 2018-2020 Honda Accord Equipped with Honda Sensing From
An Authorized Honda Dealership In California, Florida, New York,
Ohio, North Carolina, New Jersey, Arizona, Or Iowa (“Class
Vehicles”), A Class Action May Affect Your Legal Rights.**

A Court authorized this notice. This is not an advertisement from a lawyer and you are not being sued.

What is this Lawsuit about? Plaintiffs allege Class Vehicles were sold with a known defect that causes the Honda Sensing system in Class Vehicles (as defined hereafter) to misrecognize objects and apply unexpected braking when there is no risk of collision, allegedly posing a safety hazard. Honda denies any wrongdoing or liability for the claims alleged, and specifically denies the Honda Braking system is defective. The Court has not decided whether Honda is liable but has decided to allow the lawsuit to proceed as a class action. There is no money or benefits that have been obtained for the Class, and there is no guarantee there will be in the future.

Am I in a Class? The “Class Vehicles” are: the 2017-2019 Honda CR-V and 2018-2020 Honda Accord equipped with Honda Sensing. The “Classes” are: All persons who purchased a new Class Vehicle from a Honda-authorized dealership in either California, Florida, New York, Ohio, North Carolina, New Jersey, Arizona, or Iowa.

How do I participate in this class action? If you fall within the Class definition above, you are a Class Member and do not need to do anything to participate in this case. As a Class Member, you will be bound by any judgment or settlement, whether favorable or unfavorable, and will be able to share any relief obtained by Plaintiffs. That means if Plaintiffs win, you will be notified about how to receive money or other benefits from the lawsuit, but if Plaintiffs lose, you will not receive anything. By staying in the case, you will give up your right to sue Honda separately about the same legal claims involved in this action. No judgment or settlement has occurred at this time. If you do not ask to be excluded from the Class now, you will not have the right to seek exclusion later. However, in the event of a settlement, you will have an opportunity to object if you disagree with the terms of the settlement.

How do I ask the Court to exclude me from the Class? If you wish to be excluded from the Class and give up your right to participate in any judgment or settlement but retain your

right to sue Honda separately for the conduct alleged by Plaintiffs, you must mail a written request for exclusion to the Notice Administrator by [DATE]. A Request to be Excluded form is available at www.HondaBrakingClassAction.com. Be sure to provide your name and address and to sign your request. You must send your Request to be Excluded to: American Honda Motor Co., Inc. Notice Administrator, c/o _____.

Do I have an attorney in this case? Gibbs Law Group LLP and Greenstone Law APC are court-appointed Class Counsel representing all class members. If you remain in the Class and don't exclude yourself, your interests will be represented by Class Counsel.

Correcting your mailing address. If a Notice was forwarded by the postal service, or if it was sent to an individual or address that is not correct or current, you should immediately contact the Notice Administrator.

American Honda Motor Co., Inc. Notice Administrator
PO XXX
Baton Rouge, LA, 70821

If you do not wish to receive future email, [click here](#).
(You can also send your request to the **Settlement Administrator** at the street address above.)



Exhibit D: Postcard Notice

ID #: 24526

Am I in a Class? The “Class Vehicles” are: the 2017-2019 Honda CR-V and 2018-2020 Honda Accord equipped with Honda Sensing. The “Classes” are: All persons who purchased a new Class Vehicle from a Honda-authorized dealership in either California, Florida, New York, Ohio, North Carolina, New Jersey, Arizona, or Iowa.

How do I participate in this class action? If you fall within the Class definition above, you are a Class Member and do not need to do anything to participate in this case. As a Class Member, you will be bound by any judgment or settlement, whether favorable or unfavorable, and will be able to share any relief obtained by Plaintiffs. That means if Plaintiffs win, you will be notified about how to receive money or other benefits from the lawsuit, but if Plaintiffs lose, you will not receive anything. By staying in the case, you will give up your right to sue Honda separately about the same legal claims involved in this action. No judgment or settlement has occurred at this time. If you do not ask to be excluded from the Class now, you will not have the right to seek exclusion later. However, in the event of a settlement, you will have an opportunity to object if you disagree with the terms of the settlement.

How do I ask the Court to exclude me from the Class? If you wish to be excluded from the Class and give up your right to participate in any judgment or settlement but retain your right to sue Honda separately for the conduct alleged by Plaintiffs, you must mail a written request for exclusion to the Notice Administrator by [DATE]. A Request to be Excluded form is available at www.HondaBrakingClassAction.com. Be sure to provide your name and address and to sign your request. You must send your Request to be Excluded to: American Honda Motor Co., Inc. Notice Administrator, P.O. Box XXX, Baton Rouge, LA 70821.

Do I have an attorney in this case? Gibbs Law Group LLP and Greenstone Law APC are court-appointed Class Counsel representing all class members. If you remain in the Class and don’t exclude yourself, your interests will be represented by Class Counsel.

How do I get more information? For more information, please visit www.HondaBrakingClassAction.com. You may also contact the Notice Administrator at [phone number] or you can contact Class Counsel, whose information is available on the website. You may also access the Court’s docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Central District of California, 350 West First Street, Los Angeles, California 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Correcting your mailing address. If this Notice was forwarded by the postal service, or if it was sent to an individual or address that is not correct or current, you should immediately contact the Notice Administrator.

PLEASE DO NOT CALL OR WRITE THE COURT, THE COURT CLERK, OR HONDA ABOUT THE CLASS ACTION OR THE LITIGATION PROCESS.

This notice is a summary only. Please read this notice and then visit the Notice Administrator website or call the number below for further important information about the litigation.

www.HondaBrakingClassAction.com

1-XXX-XXX-XXXX

If You Purchased A New 2017-2019 Honda CR-V Or 2018-2020 Honda Accord Equipped with Honda Sensing From An Authorized Honda Dealership In California, Florida, New York, Ohio, North Carolina, New Jersey, Arizona, Or Iowa (“Class Vehicles”), A Class Action May Affect Your Legal Rights.

A Court authorized this notice. This is not an advertisement from a lawyer and you are not being sued

What is this Lawsuit about? Plaintiffs allege Class Vehicles were sold with a known defect that causes the Honda Sensing system in Class Vehicles (as defined hereafter) to misrecognize objects and apply unexpected braking when there is no risk of collision, allegedly posing a safety hazard. Honda denies any wrongdoing or liability for the claims alleged, and specifically denies the Honda Braking system is defective. The Court has not decided whether Honda is liable but has decided to allow the lawsuit to proceed as a class action. There is no money or benefits that have been obtained for the Class, and there is no guarantee there will be in the future.

Visit www.HondaBrakingClassAction.com or call 1-XXX-XXX-XXXX for more information.

American Honda Motor Co., Inc. Notice Administrator
P.O. Box XXX
Baton Rouge, LA 70821

**PREMIER
FIRST CLASS
U.S. POSTAGE
PM
PA**

ELECTRONIC SERVICE REQUESTED

SETTLEMENT CLAIM ID [ID]
[FIRST NAME] [LAST NAME]
[ADDRESS]
[ADDRESS]
[CITY] [STATE] [ZIP]



Postal Service: Do Not Mark or Cover Barcode

FE40



Exhibit E: Long-form Notice

UNITED STATES DISTRICT COURT FOR THE
CENTRAL DISTRICT OF CALIFORNIA

**IF YOU PURCHASED A NEW 2017-2019 HONDA CR-V OR A
NEW 2018-2020 HONDA ACCORD EQUIPPED WITH HONDA
SENSING FROM AN AUTHORIZED HONDA DEALERSHIP IN
CALIFORNIA, FLORIDA, NEW YORK, OHIO, NORTH
CAROLINA, NEW JERSEY, ARIZONA, OR IOWA, A CLASS
ACTION LAWSUIT MAY AFFECT YOUR RIGHTS.**

A court authorized this notice. This is not an advertisement from a lawyer and you are not being sued.

A class has been certified by the Court in the action styled *Kathleen A. Cadena, et al. v. American Honda Motor Co., Inc.*, Civil Case No. CV 18-4007-MWF (MAAx) (United States District Court, Central District of California) (the “Class Action”). Plaintiffs allege Class Vehicles were sold with a known defect that causes the Honda Sensing system in Class Vehicles (as defined hereafter) to misrecognize objects and apply unexpected braking when there is no risk of collision, allegedly posing a safety hazard. The Court certified Classes of California, Florida, New York, Ohio, North Carolina, New Jersey, Arizona, and Iowa consumers who purchased a new 2017-2019 CR-V or a new 2018-2020 Accord equipped with Honda Sensing (“Class Vehicle”) from an authorized Honda dealership in those states. Defendant American Honda Motor Co., Inc. denies Plaintiffs’ allegations. The Court has not decided whether Honda is liable but has decided to allow the lawsuit to proceed as a class action. There is no money or benefits that have been obtained for the Class, and there is no guarantee there will be in the future.

- The Court has defined the certified Classes as follows:

All persons who purchased a new Class Vehicle from a Honda-authorized dealership in California, Florida, New York, Ohio, North Carolina, New Jersey, Arizona, or Iowa.

- Exclusions: Excluded from the Classes are vehicles designated as ‘Fleet’ orders in Honda’s sales data. Also excluded from the class are: (1) Honda Motor Co., Ltd. and American Honda Motor Co., Inc. (for purposes of this Notice only, collectively referred to as “Honda”); (2) any affiliate, parent, or subsidiary of Honda; (3) any entity in which Honda has a controlling interest; (4) any officer, director, or employee of Honda; (5) any successor or assign of Honda; (6) anyone employed by counsel in this action; (7) defendant, any entity or division in which defendant has a controlling interest, and its legal representatives, officers, directors, assigns, and successors; (8) any judge to whom this case is assigned and his or her spouse; (9) members of the judge’s family as defined in Canon 3C(3)(a) of the Code of Conduct for United States Judges; and (10) members of the judge’s staff. Additionally, claims for personal injury, property damage, and subrogation are excluded.

- If you are receiving this Notice, you have been identified as a potential Class Member. If you do not wish to be considered a Class Member, you must complete a “Request to be Excluded” form and return it to the Notice Administrator, post-marked no later than [REDACTED] (60 days after the date of this Notice).
- This Notice is to inform you of the Class Action. The United States District Court for the Central District of California has authorized this Notice, but it is not an expression of an opinion by the Court as to the merits of any of the claims or defenses asserted by any party in the Class Action.
- Further information regarding the Class Action, whether or not you are a Class Member, and any rights that you may have, may be obtained by contacting Class Counsel at the contact information listed in Section 10 below; visiting the website created and maintained by the Notice Administrator, www.HondaBrakincClassAction.com, and dedicated to this Class Action; or calling the following toll-free number maintained by the Notice Administrator and dedicated to this Class Action: [REDACTED]
- **Your legal rights are affected whether you act or do not act, so please read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION	
DO NOTHING AND STAY IN THE CLASS	You are automatically part of the Class if you satisfy the Class definition set forth in Section 5 below. If you do nothing, you will be bound by all judgments and orders of the Court. If Plaintiffs are successful, you will share in any benefits that may be ordered. If Plaintiffs are unsuccessful or receive nothing, you will receive nothing.
EXCLUDE YOURSELF FROM THE CLASS BY [DATE]	<p>You may request to be excluded from the Class. This is also referred to as “opting out.” This is the only option that preserves your right to be part of a separate lawsuit about the legal claims in this case. You must send your written request for exclusion to the address listed below:</p> <p style="text-align: center;">American Honda Motor Co., Inc. Notice Administrator c/o [REDACTED]</p> <p>If you decide you do not want to participate in the Class Action and you do <u>not</u> make a timely request for exclusion as described above, you will still be bound by any judgment.</p>

- These rights and options—and the deadlines to exercise them—are explained in this Notice.

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BASIC INFORMATION

1. Why did I get this Notice?

This Notice is intended to advise you of the pendency of the Class Action and of your rights and options with respect to the Class Action, **including your right to exclude yourself from the Class and from further proceedings in this action should you wish to do so.** Judge Michael William Fitzgerald of the United States District Court for the Central District of California is overseeing this lawsuit. The lawsuit is known as *Kathleen A. Cadena, et al. v. American Honda Motor Co., Inc.*, and the case number is Civil Case No. CV 18-4007-MWF (MAAx). The Plaintiffs who brought the suit are: Matthew Villanueva, Roxana Cardenas, Robert Morse, James Adams, Larry Fain, Peter Watson, Susan McGrath, Ann Hensley, Craig DuTremble, and Vincent Liem. The law firms representing Plaintiffs and the Classes are the Gibbs Law Group LLP and Greenstone Law APC.

If you received a notice in the mail, Honda’s records show that you may have purchased one of the following vehicles new, as the original owner:

- Model year 2017, 2018, or 2019 Honda CR-V equipped with Honda Sensing
- Model year 2018, 2019, or 2020 Honda Accord equipped with Honda Sensing

From a Honda-authorized dealership in one of the following states:

- California
- Florida
- New York
- Ohio
- North Carolina

- New Jersey
- Arizona
- Iowa

Vehicles that fit the above description are “Class Vehicles” (with some exclusions, described below in Section 4).

2. What is the lawsuit about?

The Class Vehicles come equipped with a system called Honda Sensing which uses radar, cameras, and software to avoid collisions by automatically applying the brakes. Plaintiffs allege the Class Vehicles were sold with a known defect in the Honda Sensing system, which misrecognizes objects and applies unexpected braking when there is no risk of collision, posing an alleged safety hazard.

Honda denies any wrongdoing or liability for the claims alleged, and specifically denies the Honda Sensing system is defective. The Court has not decided whether Honda did anything wrong, and the case is continuing. There has been no recovery for the Class and there is no guarantee that there will be.

3. Why is this a class action?

In a class action, one or more people, called “Class Representatives,” sue on behalf of people who may have the same claim. All of the people who have the same claim collectively make up the “Class,” and are referred to individually as “Class Members.” One lawsuit before one judge and jury resolves the claims of all Class Members together, regardless of whether the outcome is favorable or unfavorable to the Class. Because Plaintiffs believe the conduct alleged in this case affected a large number of consumers who were economically injured in a similar way, Plaintiffs filed this case as a class action.

4. How do I get more information?

This Notice does not fully describe all of the claims, contentions, and defenses of the parties. The pleadings and other papers filed in the Class Action are available online for a fee through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Central District of California, 350 West First Street, Los Angeles, California 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. In addition, you may obtain more information by contacting Class Counsel, whose names, addresses, and telephone numbers are listed in Section 10 below, or the Notice Administrator.

5. I am still not sure if I am included, what is the class definition?

The Court has certified the following Classes:

- California Class: All persons who purchased a new Class Vehicle from a Honda-authorized dealership in California.

- Florida Class: All persons who purchased a new Class Vehicle from a Honda-authorized dealership in Florida.
- New York Class: All persons who purchased a new Class Vehicle from a Honda-authorized dealership in New York.
- Ohio Class: All persons who purchased a new Class Vehicle from a Honda authorized dealership in Ohio.
- North Carolina Class: All persons who purchased a new Class Vehicle from a a Honda-authorized dealership in North Carolina.
- New Jersey Class: All persons who purchased a new Class Vehicle from a Honda-authorized dealership in New Jersey.
- Arizona Class: All persons who purchased a new Class Vehicle from a Honda-authorized dealership in Arizona.
- Iowa Class: All persons who purchased a new Class Vehicle from a Honda authorized dealership in Iowa.

Exclusions: Excluded from the Classes are vehicles designated as ‘Fleet’ orders in Honda’s sales data. Also excluded from the class are: (1) Honda Motor Co., Ltd. and American Honda Motor Co., Inc. (for purposes of this Notice only, collectively referred to as “Honda”); (2) any affiliate, parent, or subsidiary of Honda; (3) any entity in which Honda has a controlling interest; (4) any officer, director, or employee of Honda; (5) any successor or assign of Honda; (6) anyone employed by counsel in this action; (7) any judge to whom this case is assigned and his or her spouse; (8) members of the judge’s family as defined in Canon 3C(3)(a) of the Code of Conduct for United States Judges; and (9) members of the judge’s staff.

Additionally, claims for personal injury, property damage, and subrogation are excluded. If you are still not sure whether you are included in the Class, you may ask for help. Please contact the attorneys listed in Section 10 below or call the toll-free dedicated helpline at [REDACTED].

THE STATUS OF THE LAWSUIT

6. What has happened so far in the case?

After the Class Action was filed, Honda answered Plaintiffs’ complaint, denying all allegations of wrongdoing and asserting affirmative defenses. The parties then engaged in extensive fact discovery, expert analysis and legal research. The parties presented extensive briefing to the Court on Plaintiffs’ Motion for Class Certification, as well as oral argument. On June 25, 2024, the Court certified the Classes identified in Section 5 above.

REMAINING IN THE CLASS

7. What happens if I do nothing at all?

If you fall within one of the eight Class definitions (as described above in Section 4) and you do nothing, you will stay in the lawsuit and remain a Class Member.

If Plaintiffs win, you will be notified about how to seek money or other benefits (if any) from the lawsuit. If Plaintiffs lose, you will not receive any compensation. If you do nothing now, regardless of whether Plaintiffs win or lose, you will not be able to sue, or continue to sue Honda in any other lawsuit about the same legal claims that are the subject of this lawsuit. You will be legally bound by the orders the Court issues and judgments the Court enters in this Class Action.

Please inform the Notice Administrator about any future changes to your mailing address so that a claim form can be mailed to you in the event that there is judgment or settlement in the lawsuit. If the address at which you received this Notice does not change, then you do not need to update your mailing address with the administrator.

EXCLUDING YOURSELF FROM THE CLASS

8. How do I exclude myself from the Class?

If you don't want to be included in the Class, and you want to keep the right to sue or continue to sue Honda on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself – or is sometimes referred to as “opting out” of the Class.

To exclude yourself from the Class, you must complete a “Request to be Excluded” form available at www.HondaBrakingClassAction.com. If you request to be excluded, you will not be part of the case. This means that if the Court awards money damages to the Class Members after trial, or if there is a settlement of this action, you will not be entitled to share in the proceeds. This also means that if there is a judgment adverse to the Class Members you will not be bound by that result. In either instance, you would retain the right to file your own lawsuit, assuming such a lawsuit is brought within the time required by the applicable statute of limitations.

In the event you wish to exclude yourself from the Class, you must complete and sign the “Request to be Excluded” form and return the form to the Notice Administrator at:

American Honda Motor Co., Inc. Notice Administrator

c/o [REDACTED]

To be effective, your “Request to be Excluded” must be postmarked no later than [REDACTED] (60 days after the date of this Notice). If you do not request exclusion from the Class on or before [REDACTED] (60 days after the date of this Notice) and you fall within the definition of any one of the Classes listed in Section 5 above, you will be bound by any final judgment or settlement in this Class Action.

If you fall within the definition of any one of the Classes and you wish to remain a Class Member, you are not required to do anything at this time. You will be bound by any judgment in the Class Action, whether it is favorable or unfavorable. If there is a recovery, you may be entitled to a share in the proceeds, less such costs, expenses, class representative service awards, and attorneys' fees as the Court may allow from any such recovery. If you do not exclude yourself and Honda prevails in the Class Action, you will be bound by that judgment and prohibited from pursuing a lawsuit on your own with regard to any of the claims decided in the Class Action. Further, if you do not exclude yourself, in the event a settlement is negotiated regarding the Class Action, you will be given an opportunity to object to the settlement and ask the Court not to approve the settlement or certain parts of the settlement.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

The court appointed the law firms Gibbs Law Group LLP and Greenstone Law APC to represent you and other Class Members who do not exclude themselves from the Class. Together, the lawyers are called "Class Counsel." Class Counsels' contact information is listed in Section 10 below. You will not be personally charged for these lawyers. Any fees or costs paid to Class Counsel will have to be approved by the Court. If the Court ultimately approves an award of fees or costs to Class Counsel, those amounts will be paid out of any funds available to the Class as a result of a settlement or recovery in the Class Action, if any, or by Honda. If you are a Class Member and wish to be represented by your own lawyer, you may hire an attorney to represent you at your own expense.

OBTAINING MORE INFORMATION

10. Where do I obtain more information?

This Notice summarizes the Class Action lawsuit. You can get more information by visiting www.HondaBrakingClassAction.com, contacting the Notice Administrator at 000-000-0000, or by contacting the law firms appointed as Class Counsel:

Greenstone Law APC
1925 Century Park East
Suite 2100
Los Angeles, CA 90067
(310) 201-9156

Gibbs Law Group LLP
1111 Broadway Street
Suite 2100
Oakland, California 94607
(510) 350-9700

Please do not contact the Court. Any questions regarding the Class Action or this Notice should be directed to the Class Counsel listed above or the Notice Administrator.