

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

MARK HALE, TODD SHADLE, LAURIE
LOGGER, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, EDWARD
MURNANE, and WILLIAM G.
SHEPHERD,

Defendants.

Case No.: 12-cv-00660-DRH-SCW

Judge David R. Herndon

Magistrate Judge Stephen C. Williams

NOTICE OF FILING OF PROPOSED CLASS ACTION SETTLEMENT NOTICE PLAN

Pursuant to the Court's Order Granting Preliminary Settlement Approval [942], Plaintiffs hereby give notice of the filing of the attached Settlement Notice Plan prepared by Hilsoft Notifications, which the parties jointly request be approved. A Proposed Order is being sent by email to DRHpd@ilsd.uscourts.gov in accordance with this Court's practices.

Dated: September 5, 2018

Respectfully Submitted,

/s/ Brent W. Landau
Brent W. Landau
Hausfeld LLP
325 Chestnut Street, Suite 900
Philadelphia, PA 19106
Tel: 215-985-3273

Robert A. Clifford #0461849
George S. Bellas
Kristofer S. Riddle
Clifford Law Offices
120 N. LaSalle Street, 31st Floor
Chicago, IL 60602
Tel: 312-899-9090

Steven P. Blonder #6215773
Jonathan L. Loew
Much Shelist, P.C.
191 N. Wacker, Suite 1800
Chicago, IL 60606-2000
Tel: 312-521-2402

Elizabeth J. Cabraser
Robert J. Nelson
Kevin R. Budner
Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Tel: 415-956-1000

John W. "Don" Barrett
Barrett Law Group, P.A.
404 Court Square North
P.O. Box 927
Lexington, MS 39095-0927
Tel: 662-834-2488

Patrick W. Pendley
Pendley, Baudin & Coffin, LLP
Post Office Drawer 71
24110 Eden Street
Plaquemine, LA 70765
Tel: 888-725-2477

Erwin Chemerinsky
University of California
Berkeley School of Law
215 Boalt Hall
Berkeley, CA 94720
Tel: 510- 642-6483

Thomas P. Thrash
Marcus N. Bozeman
Thrash Law Firm, P.A.
1101 Garland Street
Little Rock, AR 72201
Tel: 501-374-1058

Richard R. Barrett
Law Offices of Richard R. Barrett, PLLC
2086 Old Taylor Road, Suite 1011
Oxford, Mississippi 38655
Tel: 662-380-5018

Gordon Ball
Gordon Ball PLLC
550 Main Street
Bank of America Center, Ste. 600
Knoxville, TN 37902
Tel: 865-525-7028

Class Counsel

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Settlement Notice Plan

Presented by Hilsoft Notifications
9/5/18

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INTRODUCTION

Hilsoft Notifications (“Hilsoft”) was retained to design and implement the Certification Notice Plan, which was fully implemented from May through August 2018. The Certification Notice Plan provided adequate notice to Class members in connection with the certification of a Class in the matter of *Hale v. State Farm.*, Case No. 3:12-CV-00660-DRH-SCW in the United States District Court for the Southern District of Illinois.

The “Notice Plan” (or “Plan” or “Notice Program”) that follows outlines the dissemination effort that Hilsoft will undertake to provide adequate notice to Class members in connection with the settlement in the matter of *Hale v. State Farm.* The Notice Plan for the settlement will mirror the Certification Notice Plan, and is based on meeting key objectives and utilizing extensive and appropriate prior class action notice experience. The Plan will satisfy the “best notice practicable” standard pursuant to Federal Rule 23. Numerous state and federal courts have previously approved this type of plan and the notice techniques it employs.

Legal notice expert Cameron Azari, Esq., Director of Legal Noticing, has designed the Plan and Notices, and will oversee implementation to successful completion. Mr. Azari has been recognized as a class action notice expert in both federal and state courts and has extensive experience in the design and implementation of class action notice plans. With experience in more than 400 cases, Hilsoft Notifications’ notices have appeared in 53 languages with distribution in almost every country, territory and dependency in the world. Judges, including in published decisions, have recognized and approved Hilsoft Notifications’ notice plans, which have always withstood collateral reviews by other courts and appellate challenges, including to the U.S. Supreme Court. Numerous court opinions and comments as to our testimony, and opinions on the adequacy of our notice efforts, are included in Hilsoft’s curriculum vitae included as **Attachment A**.

The proposed notice document (the “Notice” or “Notices”) follow the principles in the Federal Judicial Center’s (“FJC”) illustrative model notices that were written and designed to embody the satisfaction of the plain language requirements of Federal Rule of Civil Procedure 23(c)(2). To assist judges and attorneys, in state as well as federal courts, the FJC has posted the notices at www.fjc.gov.

OVERVIEW

Situation Analysis: The Certified Class (the “Class” or “Class members”) consists of:

All persons in the United States, except those residing in Arkansas and Tennessee, who, in between July 28, 1987, and February 24, 1998, (1) were insured by a vehicle casualty insurance policy issued by Defendant State Farm and (2) made a claim for vehicle repairs pursuant to their policy and had non-factory authorized and/or non-OEM (Original Equipment Manufacturer) “crash parts” installed on or specified for their vehicles or else received monetary compensation determined in relation to the cost of such parts.

Excluded from the class are employees of Defendant State Farm, its officers, its directors, its subsidiaries, and its affiliates. In addition, the following persons are excluded from the class: (1) All persons who resided or garaged their vehicles in Illinois and whose Illinois insurance policies

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were issued/executed prior to April 16, 1994, and (2) all persons who resided in California and whose policies were issued/executed prior to September 26, 1996.

Class members who excluded themselves from the Class on or before August 14, 2018 in response to the prior class certification notice, are not included in the Settlement.

Data is available to provide individual notice to a significant number of Class Members, but for the majority of the Class, name and address data is not reasonably available. Therefore, the balance of the Class must be reached through media efforts.

Objective: Notify the greatest practical percentage of Class members and provide them with opportunities to be exposed to the Notice so that they can understand their rights, including settlement benefits.

Target Audience: To verify the Notice Plan's effectiveness, GfK MediaMark Research & Intelligence, LCC ("MRI")¹ demographic and media usage data and comScore, Inc.² online media planning data were studied among all adults aged 35+ in the United States. We chose this age demographic because even an 18-year old driver at the very end of the Class period would be at least 35 years old today. We also looked at the media usage habits of State Farm Auto insureds aged 35+ to verify the print selections of the plan and to confirm Internet usage habits.

Notice Strategies: An Email Notice will be sent to all Class Members for whom a facially valid email address is available. Then for all Class Members for whom an Email Notice is not deliverable after a reasonable number of attempts and for all Class Members for whom an email address is not available, a Postcard Notice will be sent via First Class mail. Notice placements will appear one time each in *People* and *Sports Illustrated*. Prominent internet banner advertisements will be displayed on a variety of websites purchased through the *Conversant Ad Network*, *Google Display Network*, and the *Oath (Yahoo!) Ad Network*, which together represent thousands of digital properties across all major content categories. Banners will also be purchased on *Facebook*. Coverage will be further enhanced by a neutral, Informational Release, Sponsored Search Listings and a Case Website.

Delivery: The combined measured individual notice (Postcard and Email Notice), print publication and online banner notice is estimated to reach 75.3% of all U.S. Adults Aged 35+. On average, each of these people reached will have 2.1 opportunities for exposure to the Notice.³

¹ GfK Mediamark Research & Intelligence, LCC ("MRI") is a leading source of publication readership and product usage data for the communications industry. MRI offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from a single sample. As the leading U.S. supplier of multimedia audience research, MRI provides information to magazines, television, radio, internet, and other media, leading national advertisers, and over 450 advertising agencies—including 90 of the top 100 in the U.S. MRI's national syndicated data is widely used by companies as the basis for the majority of the media and marketing plans for advertised brands in the U.S.

² comScore, Inc. is a global leader in measuring the digital world and a preferred source of digital marketing intelligence. In an independent survey of 800 of the most influential publishers, advertising agencies and advertisers conducted by William Blair & Company in January 2009, comScore was rated the "most preferred online audience measurement service" by 50% of respondents, a full 25 points ahead of its nearest competitor.

³ Net Reach is defined as the percentage of a class exposed to a notice, net of any duplication among people who may have been exposed more than once. Average Frequency is the average number of times that each different person reached will have the opportunity for exposure to a media vehicle specifically containing a notice.

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Message Content: Notice documents will be designed to provide information that a settlement has been reached, along with clear, concise, easily understood information about Class members’ legal rights including settlement benefits. Notice documents will include an Email Notice, Postcard Notice, Summary Publication Notice, Banner Notice for the paid digital media, and a Detailed Notice and Claim Form for the Case Website (the Detailed Notice and/or Claim Form will be sent to anyone who requests it via the toll free number established for the case). Drafts of the Detailed Notice, Postcard Notice and Summary Publication Notice are attached as **Attachment B**.

NOTICE SCHEDULE FLOW CHART

Below is a tentative schedule for implementing the Notice Program.

Notice Tactic	Week One	Week Two	Week Three	Week Four	Week Five
<i>Email Notice</i>					
<i>Postcard Notice</i>					
<i>Consumer Publications</i>					
<i>Digital Banners</i>					
<i>Informational Release</i>					
<i>Case Website</i>					
<i>Sponsored Search Listings</i>					

Print media blocks show when readers first receive publications (the “on-sale” date). The actual publications and insertion dates may vary within the notice period subject to availabilities at the time of placement. The Case Website and Sponsored Search Listings will continue beyond the schedule indicated here. Week One in the schedule above will begin approximately three weeks following the Court’s approval of the notice plan.

INDIVIDUAL NOTICE

Individual notice will be provided to all Class members with a known, deliverable email and physical address based on the results of the implementation of the class certification notice effort.

Email Notice: For all records with an available valid email address, an email notice will be the primary method to deliver notice to the Class member. Email notice will be sent to all email addresses that were successfully delivered during the class certification notice effort. Email can be a very efficient way to deliver notice where a Class member has provided it to a Defendant as a means of communication. If an email notice is returned as undeliverable after a reasonable number of attempts, a postcard notice can then be sent.

The Email Notice will be created using an embedded html text format. This format will provide text that is easy to read without graphics, tables, images and other elements that would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. The emails will be sent

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using a server known to the major emails providers as one not used to send bulk “SPAM” or “junk” email blasts. Also, the emails will be sent in small groups so as to not be erroneously flagged as a bulk junk email blast. Each Summary Email Notice will be transmitted with a unique message identifier. If the receiving e-mail server cannot deliver the message, a “bounce code” should be returned along with the unique message identifier. For any Summary Email Notice for which a bounce code is received indicating that the message is undeliverable, at least two additional attempts will be made to deliver the Notice by email.

The Email Notice will include the website address of the case website. By accessing the website, recipients will be able to easily access the Detailed Notice and other information about the lawsuit. They will also be able to file an online claim (if necessary).

Postcard Notice: A Summary Postcard Notice will be sent by United States Postal Service (“USPS”) first class mail to Class members for whom an associated physical address exists (that was a deliverable address at the time of class certification notice) and an email notice was not successfully delivered.

Prior to the initial mailing of the Summary Postcard Notice, postal mailing addresses will be checked against the National Change of Address (“NCOA”) database maintained by the USPS, which contains records of all reported permanent moves for the past four years. Any addresses returned by NCOA as invalid will be updated through a third-party address search service prior to mailing. All addresses will be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and verified through the Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. Postcard Notices returned as undeliverable will be re-mailed to any new address available through postal service information, or to better addresses that may be found using a third-party lookup service (“ALLFIND”, maintained by LexisNexis). Upon successfully locating better addresses, Notices will be promptly re-mailed.

MEDIA PLANNING

The sources Hilsoft uses to determine the reach and frequency are the same data sources relied upon and cited by media professionals to guide the billions of dollars of advertising placed each year. These sources include: GfK MediaMark Research & Intelligence, LCC (“MRI”), AAM (formerly ABC data) a trusted source since 1914⁴; Nielsen⁵ and Nielsen Audio⁶ (formerly Arbitron Inc.), which have been relied upon since 1950; as

⁴ Established in 1914 as the Audit Bureau of Circulations (“ABC”), and rebranded as Alliance for Audited Media (“AAM”) in 2012, AAM is a non-profit cooperative formed by media, advertisers, and advertising agencies to audit the paid circulation statements of magazines and newspapers. AAM is the leading third party auditing organization in the U.S. It is the industry’s leading, neutral source for documentation on the actual distribution of newspapers, magazines, and other publications. Widely accepted throughout the industry, it certifies thousands of printed publications as well as emerging digital editions read via tablet subscriptions. Its publication audits are conducted in accordance with rules established by its Board of Directors. These rules govern not only how audits are conducted, but also how publishers report their circulation figures. AAM’s Board of Directors is comprised of representatives from the publishing and advertising communities.

⁵ Nielsen ratings are the audience measurement systems developed by the Nielsen Company to determine the audience size and composition of television programming in the United States. Since first debuting in 1950, Nielsen’s methodology has become the primary source of audience measurement information in the television industry around the world, including “time-shifted” viewing via television recording devices.

⁶ Nielsen Audio (formerly Arbitron Inc., which was acquired by the Nielsen Company and re-branded Nielsen Audio), is an international media and marketing research firm providing radio media data to companies in the media industry, including radio, television, online and out-of-home; the mobile industry as well as advertising agencies and advertisers around the world.

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well as more recently, comScore⁷. All of the leading advertising and communications textbooks cite the need to use reach and frequency planning⁸; 90-100% of media directors use reach and frequency planning⁹; and at least 15,000 media professionals in 85 different countries use media planning software.¹⁰

TARGET AUDIENCE

Class members consist of All persons in the United States, except those residing in Arkansas and Tennessee, who, in between July 28, 1987, and February 24, 1998, (1) were insured by a vehicle casualty insurance policy issued by Defendant State Farm and (2) made a claim for vehicle repairs pursuant to their policy and had non-factory authorized and/or non-OEM (Original Equipment Manufacturer) “crash parts” installed on or specified for their vehicles or else received monetary compensation determined in relation to the cost of such parts.

In recognition that even an 18-year old driver at the very end of the Class period would be at least 35 years old today, we looked at the media usage habits of State Farm Auto insureds aged 35+ to verify the print selections of the plan and to confirm Internet usage habits. The reach and frequency of the entire notice effort is measured against a broader target of “Adults Aged 35+,” to account for the fact that comScore (the online data measurement source) does not measure against State Farm policyholders. These are the same targets used in the recently completed Class certification notice effort.

Based on MRI data, we are able to summarize the demographics of current State Farm Auto Insureds Aged 35+:

- 52.6% are women and 47.4% are men
- 83.1% are white
- 33.2% have a Bachelor’s degree or higher
- 65.7% are married
- 33.2% have a child (0-17) living at home
- 89.1% have access to the Internet

By studying MRI data, we are also able to pinpoint certain key demographics that make up a greater percentage of State Farm Auto Insureds Aged 35+ relative to the general adult US population. For instance, State Farm Auto Insureds Aged 35+ are:

⁷ comScore, Inc. is a global leader in measuring the digital world and a preferred source of digital marketing intelligence. In an independent survey of 800 of the most influential publishers, advertising agencies and advertisers conducted by William Blair & Company in January 2009, comScore was rated the “most preferred online audience measurement service” by 50% of respondents, a full 25 points ahead of its nearest competitor.

⁸ Textbook sources that have identified the need for reach and frequency for years include: JACK S. SISSORS & JIM SURMANEK, ADVERTISING MEDIA PLANNING, 57-72 (2d ed. 1982); KENT M. LANCASTER & HELEN E. KATZ, STRATEGIC MEDIA PLANNING 120-156 (1989); DONALD W. JUGENHEIMER & PETER B. TURK, ADVERTISING MEDIA 123-126 (1980); JACK Z. SISSORS & LINCOLN BUMBA, ADVERTISING MEDIA PLANNING, 93-122 (4th ed. 1993); JIM SURMANEK, INTRODUCTION TO ADVERTISING MEDIA: RESEARCH, PLANNING, AND BUYING 106-187 (1993).

⁹ See generally Peter B. Turk, *Effective Frequency Report: Its Use And Evaluation By Major Agency Media Department Executives*, 28 J. ADVERTISING RES. 56 (1988); Peggy J. Kreshel et al., *How Leading Advertising Agencies Perceive Effective Reach and Frequency*, 14 J. ADVERTISING 32 (1985).

¹⁰ For example, Telmar, established in 1968, is the world's leading supplier of media planning software with over 15,000 media professionals in 85 countries using their systems for media and marketing planning tools including reach and frequency planning. Telmar was the first company to provide media planning systems on a syndicated basis.

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- 22.1% more likely to own a home
- 43.0% more likely to be retired
- 19.1% more likely to have a post-graduate degree
- 43.1% more likely to be a grandparent/great-grandparent of a child under 18
- 11.9% more likely to have a household income over \$75,000

The above statistics were considered when selecting media best suited to reach Class members; however, the Notice Plan has also been designed and calculated to be effective in reaching broad demographic targets (Adults 35+).

NET REACH

Net reach is the total number of unique people who will be exposed to the Notice. Hilsoft employs industry-standard computer software, using the latest readership and online traffic data, which together with our own conservative analysis techniques factors out duplicate persons to yield total net persons reached. The measurable paid media efforts proposed here are estimated to reach:

Target	% Net Reach Net of Duplication
US Adults 35+	75.3%

Sources: 2018 MRI Doublebase Study and 2018 comScore.

The reach percentage provided indicates that the Notice Program will be extensive, and appropriate for the circumstances of this case and will comply with guidelines expressed by the Federal Judicial Center’s *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*. This Guide states that, “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.¹¹ The reach will most certainly be further enhanced by the neutral Informational Release, Sponsored Search Listings and Case Website.

NATIONAL CONSUMER PUBLICATIONS

National Print: A 1/3 page notice will appear one time in the weekly magazines *People* and *Sports Illustrated*. Per MRI data, *People* is the 3rd highest reaching magazine against Adults aged 35+. The publications have an estimated combined circulation of 6.1 million.



Class Action Notice and Claims Process Checklist and Plain Language Guide (2010), p. 3.

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People: *People* is the number one celebrity and entertainment brand and has the largest audience of any magazine in the United States. It is a weekly magazine consisting of celebrity and human-interest stories. *People* reaches an estimated 17.0% of State Farm Auto Insureds Aged 35+.

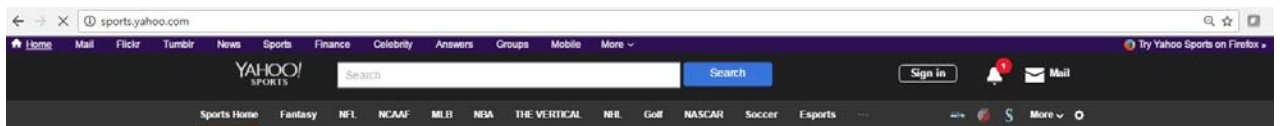
Sports Illustrated: *Sports Illustrated* is a weekly magazine that reports on the world of sports through in-depth articles, photography and stories. *Sports Illustrated* reaches an estimated 7.0% of State Farm Auto Insureds Aged 35+.



The current nationwide circulation of *People* is 3,400,000. On average, *People* currently has an estimated 38,238,000 readers per week and an average number of 11.2 readers-per-copy nationwide. The current nationwide circulation of *Sports Illustrated* is 2,700,000. On average, *Sports Illustrated* currently has an estimated 16,675,000 readers per week and an average number of 6.1 readers-per-copy nationwide.

DIGITAL BANNERS

Banner advertisements will appear on *Conversant Ad Network*, *Google Display Network*, and *Oath (Yahoo!) Ad Network*. These banner advertisements will appear on a rotating schedule in either leaderboard or big box sizes and will look similar to the ones shown below.



Buzzing On Yahoo Tim Brown: Goodbye was the narrative across final day of MLB regular season



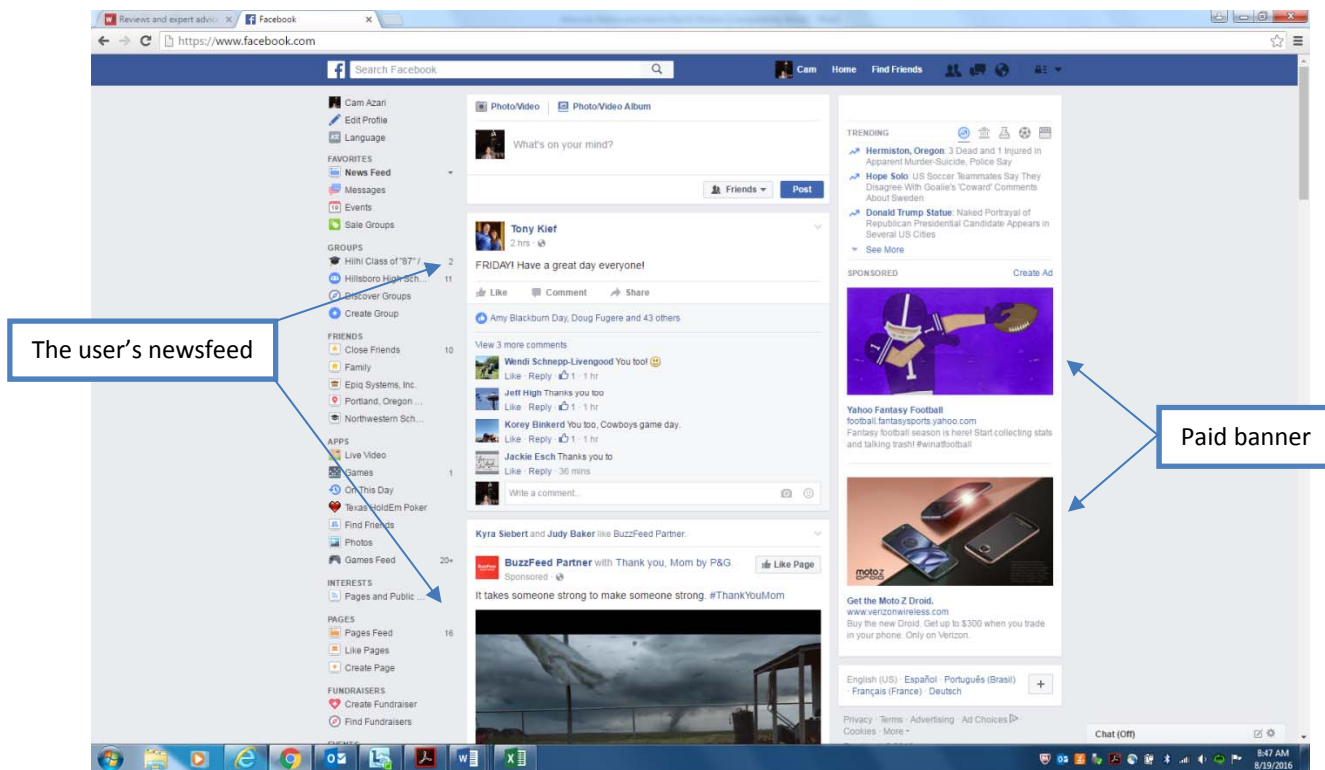
- Headlines
- Walt Weiss resigns as Rockies manager
 - He's with her: LeBron endorses Clinton for president
 - Bob Bradley becomes first American to manage major European club
 - Report: Charlie Strong will be out as Texas' coach after season
 - Supreme Court rejects trademark appeal from Washington Redskins

Paid banner



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Banner advertisements will also be displayed on *Facebook*. *Facebook* is the most widely used social networking service in the world. When a user logs into their account they are presented with their homepage. Banners will appear in the right hand column next to the newsfeed as shown below.



A summary of the Digital Banner Notice effort is as follows:

<i>Network/Property</i>	<i>Banner Size</i>	<i># of Days</i>	<i>Nationwide Adult 35+ Impressions</i>
<i>Conversant Ad Network</i>	300x250; 728x90	31	40,000,000
<i>Facebook</i>	254x133	31	70,000,000
<i>Google Display Network</i>	300x250; 728x90	31	70,000,000
<i>Oath (Yahoo!) Ad Network</i>	300x250; 728x90	31	50,000,000
TOTAL			230,000,000

Source: 2018 comScore Data.

Combined, approximately 230 million adult impressions will be generated by these Banner Notices over a one month period. Clicking on the Banner Notice will bring the reader to the Case Website where they can obtain detailed information about the case.

PLACING NOTICES TO BE HIGHLY VISIBLE

The Notices are designed to be highly visible and noticeable. Since all placements are not equal, extra care will be taken to place Notices in positions that will generate visibility among potential Class members.

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In print, positioning will be sought opposite news articles with documented high readership, and in certain other sections of publications to help ensure that, over the course of the media schedule, the greatest practicable number of potential Class members will see the Notice.

In digital, placement will be sought above the fold¹² on the websites. The *Facebook* advertisements will appear on the right-hand side of the user's news feed, above the fold, on the top half of the page. The *Conversant Ad Network*, *Google Display Network*, and *Oath (Yahoo!) Ad Network* Banner Notices will appear in multiple sizes, which may include:

Leaderboard

- Horizontal, 728 x 90 pixels
- Located at the top of the screen

Big Box or Box (also known by other similar names)

- Square Box, 300 x 250 pixels
- Can be located on left or right side of screen

INFORMATIONAL RELEASE

A party-neutral, Court-approved Informational Release will be issued to approximately 5,000 general media (print and broadcast) outlets and 5,400 online databases and websites throughout the United States. An Information Release will serve a potentially valuable role, providing additional notice exposure beyond that which will be provided through paid media. There is no guarantee that any news stories will result, but if they do, potential Class members will have additional opportunities to learn that their rights are at stake in credible news media, adding to their understanding. The Informational Release will include the toll free number and Case Website address.

A list of press outlets receiving the Informational Release is available upon request.

TOLL FREE NUMBER

The existing toll free number, established in conjunction with the class certification notice efforts will be updated with information regarding the settlement. By calling the toll free number, Class members can listen to answers to frequently asked questions and request a Detailed Notice and/or Claim Form. The message will encourage callers to visit the website for complete information and for details on how to file a claim if necessary. Callers will also be able to elect to speak to a live operator during normal business hours. The toll free number will be prominently displayed in Notice documents as appropriate.

CASE WEBSITE

¹² "Above the fold" is a term to refer to the portion of a website that can be viewed by a visitor, typically without the need to scroll down the page.

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The existing Case Website, established in conjunction with the class certification notice efforts will be updated with information regarding the settlement. Along with the existing case documents, the Settlement Agreement and Preliminary Approval Order will be added. Updated answers to frequently asked questions (FAQs) will be posted along with other relevant documents and information. Class Members who may not be eligible for an automatic distribution will be able to file an online claim. The Case Website address will be prominently displayed in all Notices, and will be included in the neutral Informational Release. The Banner Notices will link directly to the Case Website.

SPONSORED SEARCH LISTINGS

To facilitate locating the Case Website, Sponsored Search Listings will be acquired on the three most highly-visited Internet search engines: *Google*, *Yahoo!* and *Bing*. When search engine visitors search on common keyword combinations such as “Hale Class Action Settlement” or “Hale State Farm Settlement,” the sponsored search listing will generally be displayed either at the top of the page prior to the search results or in the upper right hand column.

The Sponsored Search Listings will be provided to search engine visitors across the United States, and will assist Class Members in finding and accessing the Case Website.

NOTICE DESIGN STRATEGY

The Notices were written and designed to motivate Class members to read or hear and understand the message. The Notices carry a clear message outlining Class members’ rights. This strategic approach to content and design is entirely consistent with the FJC’s illustrative “model” notices. The Summary Publication Notice and the Detailed Notice include the following design elements:

- **Bold headline captures attention:** A “noticeable” print Notice with a bold headline to attract the attention of Class members: **“If you were insured by State Farm and had non-OEM crash parts installed on or specified for your vehicle (or received compensation based on the value of those parts) between July 28, 1987 and February 24, 1998, you could get money from a class action settlement.”** The headline immediately alerts even casual readers who may be potential Class members that they should read the Notice and why it is important.
- **Plain language enhances comprehension:** The Notices concisely and clearly state the information in plain, easily understood language so that Class members can comprehend the Notices effectively.
- **Notice design alerts readers as to legal significance, lending credibility:** The design of the Notices ensures that readers know that the communication provides legitimate information about what action or steps they can take, and that it is not commercial advertising.
- **Comprehensive content fulfills legal requirements:** All critical information about Class members’ rights is included in the Notices and no key information is omitted. The Detailed Notice provides more

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information, but remains concise and clear. The simple question and answer format makes it easy to interact with, read and find information.

- **Prominent website address and toll free number invite response:** The Notices provide simple, convenient mechanisms, such as a toll free number and Case Website for Class members to obtain additional information, if desired.

DRAFT FORMS OF NOTICE

Attachment B of this Notice Plan contains draft forms of the Notices, including:

- The **Postcard Notice** as it will be mailed to known Class Members with physical addresses that cannot be delivered an Email Notice. The Email Notice will be substantially the same text as the Postcard Notice.
- The **Summary Publication Notice** as it will appear in *Sports Illustrated* and *People Magazine*.
- The **Detailed Notice**, which will be made available on the Case Website and sent to all who request one by calling the toll free number.

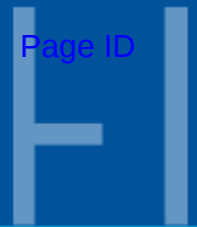
The design and content of the Publication Notice and the Detailed Notice are consistent with the FJC's "illustrative" forms of plain language notices, available at www.fjc.gov. Additionally, the Notices are consistent with other court-approved notices that we have developed.

ATTACHMENTS

[Attachment A – Hilsoft CV](#)

[Attachment B – Draft Forms of Notice](#)

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ATTACHMENT A

HILSOFT NOTIFICATIONS

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

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

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

LEGAL NOTICING EXPERTS

Cameron Azari, Esq., Director of Legal Notice

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

Lauran Schultz, Executive Director

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

ARTICLES AND PRESENTATIONS

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

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

JUDICIAL COMMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LEGAL NOTICE CASES

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

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

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

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

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

<i>In re Baycol Litigation</i>	D. Minn., MDL No. 1431
<i>Claims Conference–Jewish Slave Labour Outreach Program</i>	German Government Initiative
<i>Wells v. Chevy Chase Bank (Credit Card Litigation)</i>	Md. Cir. Ct., C-99-000202
<i>Walker v. Rite Aid of PA, Inc. (PA Act 6 Litigation)</i>	C.P. Pa., 99-6210
<i>Myers v. Rite Aid of PA, Inc. (PA Act 6 Litigation)</i>	C.P. Pa., 01-2771
<i>In re PA Diet Drugs Litigation</i>	C.P. Pa., 9709-3162
<i>Harp v. Qwest Communications (Mandatory Arbitration Lit.)</i>	Or. Circ. Ct., 0110-10986
<i>Tuck v. Whirlpool Corp. & Sears, Roebuck & Co. (Microwave Recall Litigation)</i>	Ind. Cir. Ct., 49C01-0111-CP-002701
<i>Allison v. AT&T Corp. (Mandatory Arbitration Litigation)</i>	1 st Jud. D.C. N.M., D-0101-CV-20020041
<i>Kline v. The Progressive Corp.</i>	Ill. Cir. Ct., 01-L-6
<i>Baker v. Jewel Food Stores, Inc. & Dominick’s Finer Foods, Inc. (Milk Price Fixing)</i>	Ill. Cir. Ct., 00-L-9664
<i>In re Columbia/HCA Healthcare Corp. (Billing Practices Litigation)</i>	M.D. Tenn., MDL No. 1227
<i>Foultz v. Erie Ins. Exchange (Auto Parts Litigation)</i>	C.P. Pa., 000203053
<i>Soders v. General Motors Corp. (Marketing Initiative Litigation)</i>	C.P. Pa., CI-00-04255
<i>Nature Guard Cement Roofing Shingles Cases</i>	Cal. Super. Ct., J.C.C.P. 4215
<i>Curtis v. Hollywood Entm’t Corp. (Additional Rental Charges)</i>	Wash. Super. Ct., 01-2-36007-8 SEA
<i>Defrates v. Hollywood Entm’t Corp.</i>	Ill. Cir. Ct., 02L707
<i>Pease v. Jasper Wyman & Son, Merrill Blueberry Farms Inc., Allen’s Blueberry Freezer Inc. & Cherryfield Foods Inc.</i>	Me. Super. Ct., CV-00-015
<i>West v. G&H Seed Co. (Crawfish Farmers Litigation)</i>	27 th Jud. D. Ct. La., 99-C-4984-A
<i>Linn v. Roto-Rooter Inc. (Miscellaneous Supplies Charge)</i>	C.P. Ohio, CV-467403
<i>McManus v. Fleetwood Enter., Inc. (RV Brake Litigation)</i>	D. Ct. Tex., SA-99-CA-464-FB
<i>Baiz v. Mountain View Cemetery (Burial Practices)</i>	Cal. Super. Ct., 809869-2
<i>Stetser v. TAP Pharm. Prods, Inc. & Abbott Laboratories (Lupron Price Litigation)</i>	N.C. Super. Ct., 01-CVS-5268
<i>Richison v. Am. Cemwood Corp. (Roofing Durability Settlement)</i>	Cal. Super. Ct., 005532
<i>Cotten v. Ferman Mgmt. Servs. Corp.</i>	13 th Jud. Cir. Fla., 02-08115
<i>In re Pittsburgh Corning Corp. (Asbestos Related Bankruptcy)</i>	Bankr. W.D. Pa., 00-22876-JKF

Mostajo v. Coast Nat'l Ins. Co.	Cal. Super. Ct., 00 CC 15165
Friedman v. Microsoft Corp. (Antitrust Litigation)	Ariz. Super. Ct., CV 2000-000722
Multinational Outreach - East Germany Property Claims	Claims Conference
Davis v. Am. Home Prods. Corp. (Norplant Contraceptive Litigation)	D. La., 94-11684
Walker v. Tap Pharmaceutical Prods., Inc. (Lupron Price Litigation)	N.J. Super. Ct., CV CPM-L-682-01
Munsey v. Cox Communications (Late Fee Litigation)	Civ. D. La., Sec. 9, 97 19571
Gordon v. Microsoft Corp. (Antitrust Litigation)	4 th Jud. D. Ct. Minn., 00-5994
Clark v. Tap Pharmaceutical Prods., Inc.	5 th Dist. App. Ct. Ill., 5-02-0316
Fisher v. Virginia Electric & Power Co.	E.D. Va., 3:02-CV-431
Mantzouris v. Scarritt Motor Group, Inc.	M.D. Fla., 8:03-CV-0015-T-30-MSS
Johnson v. Ethicon, Inc. (Product Liability Litigation)	W. Va. Cir. Ct., 01-C-1530, 1531, 1533, 01-C-2491 to 2500
Schlink v. Edina Realty Title	4 th Jud. D. Ct. Minn., 02-018380
Tawney v. Columbia Natural Res. (Oil & Gas Lease Litigation)	W. Va. Cir. Ct., 03-C-10E
White v. Washington Mutual, Inc. (Pre-Payment Penalty Litigation)	4 th Jud. D. Ct. Minn., CT 03-1282
Acacia Media Techs. Corp. v. Cybernet Ventures Inc., (Patent Infringement Litigation)	C.D. Cal., SACV03-1803 GLT (Anx)
Bardessono v. Ford Motor Co. (15 Passenger Vans)	Wash. Super. Ct., 32494
Gardner v. Stimson Lumber Co. (Forestex Siding Litigation)	Wash. Super. Ct., 00-2-17633-3SEA
Poor v. Sprint Corp. (Fiber Optic Cable Litigation)	Ill. Cir. Ct., 99-L-421
Thibodeau v. Comcast Corp.	E.D. Pa., 04-CV-1777
Cazenave v. Sheriff Charles C. Foti (Strip Search Litigation)	E.D. La., 00-CV-1246
National Assoc. of Police Orgs., Inc. v. Second Chance Body Armor, Inc. (Bullet Proof Vest Litigation)	Mich. Cir. Ct., 04-8018-NP
Nichols v. SmithKline Beecham Corp. (Paxil)	E.D. Pa., 00-6222
Yacout v. Federal Pacific Electric Co. (Circuit Breaker)	N.J. Super. Ct., MID-L-2904-97
Lewis v. Bayer AG (Baycol)	1 st Jud. Dist. Ct. Pa., 002353
In re Educ. Testing Serv. PLT 7-12 Test Scoring Litigation	E.D. La., MDL No. 1643
Stefanyshyn v. Consol. Indus. Corp. (Heat Exchanger)	Ind. Super. Ct., 79 D 01-9712-CT-59
Barnett v. Wal-Mart Stores, Inc.	Wash. Super. Ct., 01-2-24553-8 SEA

<i>In re Serzone Prods. Liability Litigation</i>	S.D. W. Va., MDL No. 1477
<i>Ford Explorer Cases</i>	Cal. Super. Ct., J.C.C.P. 4226 & 4270
<i>In re Solutia Inc. (Bankruptcy)</i>	S.D.N.Y., 03-17949-PCB
<i>In re Lupron Marketing & Sales Practices Litigation</i>	D. Mass., MDL No. 1430
<i>Morris v. Liberty Mutual Fire Ins. Co.</i>	D. Okla., CJ-03-714
<i>Bowling, et al. v. Pfizer Inc. (Bjork-Shiley Convexo-Concave Heart Valve)</i>	S.D. Ohio, C-1-91-256
<i>Thibodeaux v. Conoco Philips Co.</i>	D. La., 2003-481
<i>Morrow v. Conoco Inc.</i>	D. La., 2002-3860
<i>Tobacco Farmer Transition Program</i>	U.S. Dept. of Agric.
<i>Perry v. Mastercard Int'l Inc.</i>	Ariz. Super. Ct., CV2003-007154
<i>Brown v. Credit Suisse First Boston Corp.</i>	C.D. La., 02-13738
<i>In re Unum Provident Corp.</i>	D. Tenn., 1:03-CV-1000
<i>In re Ephedra Prods. Liability Litigation</i>	D.N.Y., MDL No. 1598
<i>Chesnut v. Progressive Casualty Ins. Co.</i>	Ohio C.P., 460971
<i>Froeber v. Liberty Mutual Fire Ins. Co.</i>	Or. Cir. Ct., 00C15234
<i>Luikart v. Wyeth Am. Home Prods. (Hormone Replacement)</i>	W. Va. Cir. Ct., 04-C-127
<i>Salkin v. MasterCard Int'l Inc. (Pennsylvania)</i>	Pa. C.P., 2648
<i>Rolnik v. AT&T Wireless Servs., Inc.</i>	N.J. Super. Ct., L-180-04
<i>Singleton v. Hornell Brewing Co. Inc. (Arizona Ice Tea)</i>	Cal. Super. Ct., BC 288 754
<i>Becherer v. Qwest Commc'ns Int'l, Inc.</i>	Ill. Cir. Ct., 02-L140
<i>Clearview Imaging v. Progressive Consumers Ins. Co.</i>	Fla. Cir. Ct., 03-4174
<i>Mehl v. Canadian Pacific Railway, Ltd</i>	D.N.D., A4-02-009
<i>Murray v. IndyMac Bank. F.S.B</i>	N.D. Ill., 04 C 7669
<i>Gray v. New Hampshire Indemnity Co., Inc.</i>	Ark. Cir. Ct., CV-2002-952-2-3
<i>George v. Ford Motor Co.</i>	M.D. Tenn., 3:04-0783
<i>Allen v. Monsanto Co.</i>	W. Va. Cir. Ct., 041465
<i>Carter v. Monsanto Co.</i>	W. Va. Cir. Ct., 00-C-300
<i>Carnegie v. Household Int'l, Inc.</i>	N. D. Ill., 98-C-2178

Daniel v. AON Corp.	Ill. Cir. Ct., 99 CH 11893
In re Royal Ahold Securities and "ERISA" Litigation	D. Md., MDL No. 1539
In re Pharmaceutical Industry Average Wholesale Price Litigation	D. Mass., MDL No. 1456
Meckstroth v. Toyota Motor Sales, U.S.A., Inc.	24 th Jud. D. Ct. La., 583-318
Walton v. Ford Motor Co.	Cal. Super. Ct., SCVSS 126737
Hill v. State Farm Mutual Auto Ins. Co.	Cal. Super. Ct., BC 194491
First State Orthopaedics et al. v. Concentra, Inc., et al.	E.D. Pa. 2:05-CV-04951-AB
Sauro v. Murphy Oil USA, Inc.	E.D. La., 05-4427
In re High Sulfur Content Gasoline Prods. Liability Litigation	E.D. La., MDL No. 1632
Homeless Shelter Compensation Program	City of New York
Rosenberg v. Academy Collection Service, Inc.	E.D. Pa., 04-CV-5585
Chapman v. Butler & Hosch, P.A.	2 nd Jud. Cir. Fla., 2000-2879
In re Vivendi Universal, S.A. Securities Litigation	S.D.N.Y., 02-CIV-5571 RJH
Desportes v. American General Assurance Co.	Ga. Super. Ct., SU-04-CV-3637
In re: Propulsid Products Liability Litigation	E.D. La., MDL No. 1355
Baxter v. The Attorney General of Canada (In re Residential Schools Class Action Litigation)	Ont. Super. Ct., 00-CV-192059 CPA
McNall v. Mastercard Int'l, Inc. (Currency Conversion Fees)	13 th Tenn. Jud. Dist. Ct., CT-002506-03
Lee v. Allstate	Ill. Cir. Ct., 03 LK 127
Turner v. Murphy Oil USA, Inc.	E.D. La., 2:05-CV-04206-EEF-JCW
Carter v. North Central Life Ins. Co.	Ga. Super. Ct., SU-2006-CV-3764-6
Harper v. Equifax	E.D. Pa., 2:04-CV-03584-TON
Beasley v. Hartford Insurance Co. of the Midwest	Ark. Cir. Ct., CV-2005-58-1
Springer v. Biomedical Tissue Services, LTD (Human Tissue Litigation)	Ind. Cir. Ct., 1:06-CV-00332-SEB-VSS
Spence v. Microsoft Corp. (Antitrust Litigation)	Wis. Cir. Ct., 00-CV-003042
Pennington v. The Coca Cola Co. (Diet Coke)	Mo. Cir. Ct., 04-CV-208580
Sunderman v. Regeneration Technologies, Inc. (Human Tissue Litigation)	S.D. Ohio, 1:06-CV-075-MHW
Splater v. Thermal Ease Hydronic Systems, Inc.	Wash. Super. Ct., 03-2-33553-3-SEA

<i>Peyroux v. The United States of America (New Orleans Levee Breach)</i>	E.D. La., 06-2317
<i>Chambers v. DaimlerChrysler Corp. (Neon Head Gaskets)</i>	N.C. Super. Ct., 01:CVS-1555
<i>Ciabattari v. Toyota Motor Sales, U.S.A., Inc. (Sienna Run Flat Tires)</i>	N.D. Cal., C-05-04289-BZ
<i>In re Bridgestone Securities Litigation</i>	M.D. Tenn., 3:01-CV-0017
<i>In re Mutual Funds Investment Litigation (Market Timing)</i>	D. Md., MDL No. 1586
<i>Accounting Outsourcing v. Verizon Wireless</i>	M.D. La., 03-CV-161
<i>Hensley v. Computer Sciences Corp.</i>	Ark. Cir. Ct., CV-2005-59-3
<i>Peek v. Microsoft Corporation</i>	Ark. Cir. Ct., CV-2006-2612
<i>Reynolds v. The Hartford Financial Services Group, Inc.</i>	D. Or., CV-01-1529 BR
<i>Schwab v. Philip Morris USA, Inc.</i>	E.D.N.Y., CV-04-1945
<i>Zarebski v. Hartford Insurance Co. of the Midwest</i>	Ark. Cir. Ct., CV-2006-409-3
<i>In re Parmalat Securities Litigation</i>	S.D.N.Y., MDL No. 1653 (LAK)
<i>Beasley v. The Reliable Life Insurance Co.</i>	Ark. Cir. Ct., CV-2005-58-1
<i>Sweeten v. American Empire Insurance Company</i>	Ark. Cir. Ct., 2007-154-3
<i>Govt. Employees Hospital Assoc. v. Serono Int., S.A.</i>	D. Mass., 06-CA-10613-PBS
<i>Gunderson v. Focus Healthcare Management, Inc.</i>	14 th Jud. D. Ct. La., 2004-2417-D
<i>Gunderson v. F.A. Richard & Associates, Inc., et al.</i>	14 th Jud. D. Ct. La., 2004-2417-D
<i>Perez v. Manor Care of Carrollwood</i>	13 th Jud. Cir. Fla., 06-00574-E
<i>Pope v. Manor Care of Carrollwood</i>	13 th Jud. Cir. Fla., 06-01451-B
<i>West v. Carfax, Inc.</i>	Ohio C.P., 04-CV-1898 (ADL)
<i>Hunsucker v. American Standard Ins. Co. of Wisconsin</i>	Ark. Cir. Ct., CV-2007-155-3
<i>In re Conagra Peanut Butter Products Liability Litigation</i>	N.D. Ga., MDL No. 1845 (TWT)
<i>The People of the State of CA v. Universal Life Resources (Cal DOI v. CIGNA)</i>	Cal. Super. Ct., GIC838913
<i>Burgess v. Farmers Insurance Co., Inc.</i>	D. Okla., CJ-2001-292
<i>Grays Harbor v. Carrier Corporation</i>	W.D. Wash., 05-05437-RBL
<i>Perrine v. E.I. Du Pont De Nemours & Co.</i>	W. Va. Cir. Ct., 04-C-296-2
<i>In re Alstom SA Securities Litigation</i>	S.D.N.Y., 03-CV-6595 VM
<i>Brookshire Bros. v. Chiquita (Antitrust)</i>	S.D. Fla., 05-CIV-21962

<i>Hoorman v. SmithKline Beecham</i>	Ill. Cir. Ct., 04-L-715
<i>Santos v. Government of Guam (Earned Income Tax Credit)</i>	D. Guam, 04-00049
<i>Johnson v. Progressive</i>	Ark. Cir. Ct., CV-2003-513
<i>Bond v. American Family Insurance Co.</i>	D. Ariz., CV06-01249-PXH-DGC
<i>In re SCOR Holding (Switzerland) AG Litigation (Securities)</i>	S.D.N.Y., 04-cv-7897
<i>Shoukry v. Fisher-Price, Inc. (Toy Safety)</i>	S.D.N.Y., 07-cv-7182
<i>In re: Guidant Corp. Plantable Defibrillators Prod's Liab. Litigation</i>	D. Minn., MDL No. 1708
<i>Clark v. Pfizer, Inc (Neurontin)</i>	C.P. Pa., 9709-3162
<i>Angel v. U.S. Tire Recovery (Tire Fire)</i>	W. Va. Cir. Ct., 06-C-855
<i>In re TJX Companies Retail Security Breach Litigation</i>	D. Mass., MDL No. 1838
<i>Webb v. Liberty Mutual Insurance Co.</i>	Ark. Cir. Ct., CV-2007-418-3
<i>Shaffer v. Continental Casualty Co. (Long Term Care Ins.)</i>	C.D. Cal., SACV06-2235-PSG
<i>Palace v. DaimlerChrysler (Defective Neon Head Gaskets)</i>	Ill. Cir. Ct., 01-CH-13168
<i>Lockwood v. Certegy Check Services, Inc. (Stolen Financial Data)</i>	M.D. Fla., 8:07-cv-1434-T-23TGW
<i>Sherrill v. Progressive Northwestern Ins. Co.</i>	18 th D. Ct. Mont., DV-03-220
<i>Gunderson v. F.A. Richard & Assocs., Inc. (AIG)</i>	14 th Jud. D. Ct. La., 2004-2417-D
<i>Jones v. Dominion Resources Services, Inc.</i>	S.D. W. Va., 2:06-cv-00671
<i>Gunderson v. F.A. Richard & Assocs., Inc. (Wal-Mart)</i>	14 th Jud. D. Ct. La., 2004-2417-D
<i>In re Trans Union Corp. Privacy Litigation</i>	N.D. Ill., MDL No. 1350
<i>Gudo v. The Administrator of the Tulane Ed. Fund</i>	La. D. Ct., 2007-C-1959
<i>Guidry v. American Public Life Insurance Co.</i>	14 th Jud. D. Ct. La., 2008-3465
<i>McGee v. Continental Tire North America</i>	D.N.J., 2:06-CV-06234 (GEB)
<i>Sims v. Rosedale Cemetery Co.</i>	W. Va. Cir. Ct., 03-C-506
<i>Gunderson v. F.A. Richard & Assocs., Inc. (Amerisafe)</i>	14 th Jud. D. Ct. La., 2004-002417
<i>In re Katrina Canal Breaches Consolidated Litigation</i>	E.D. La., 05-4182
<i>In re Department of Veterans Affairs (VA) Data Theft Litigation</i>	D.D.C., MDL No. 1796
<i>Dolen v. ABN AMRO Bank N.V. (Callable CD's)</i>	Ill. Cir. Ct., 01-L-454 and 01-L-493

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

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

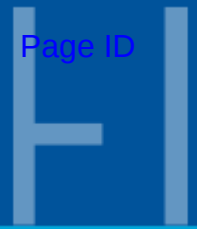
Yarger v. ING Bank	D. Del., 11-154-LPS
Price v. BP Products North America	N.D. Ill, 12-cv-06799
National Trucking Financial Reclamation Services, LLC et al. v. Pilot Corporation et al.	E.D. Ark., 4:13-cv-00250-JMM
Johnson v. Community Bank, N.A. et al. (Overdraft Fees)	M.D. Pa., 3:12-cv-01405-RDM
Rose v. Bank of America Corporation, et al. (TCPA)	N.D. Cal., 11-cv-02390-EJD
McGann, et al., v. Schnuck Markets, Inc. (Data Breach)	Mo. Cir. Ct., 1322-CC00800
Simmons v. Comerica Bank, N.A. (Overdraft Fees)	S.D. Fla., MDL No. 2036
George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC, et al. v. Bestcomp, Inc., et al.	27 th Jud. D. Ct. La., 09-C-5242-B
Simpson v. Citizens Bank (Overdraft Fees)	E.D. Mich, 2:12-cv-10267
In re Plasma-Derivative Protein Therapies Antitrust Litigation	N.D. Ill, 09-CV-7666
In re Dow Corning Corporation (Breast Implants)	E.D. Mich., 00-X-0005
Mello et al v. Susquehanna Bank (Overdraft Fees)	S.D. Fla., MDL No. 2036
Wong et al. v. Alacer Corp. (Emergen-C)	Cal. Super. Ct., CGC-12-519221
In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)	E.D.N.Y., 11-MD-2221, MDL No. 2221
Costello v. NBT Bank (Overdraft Fees)	Sup. Ct. Del Cnty., N.Y., 2011-1037
Gulbankian et al. v. MW Manufacturers, Inc.	D. Mass., No. 10-CV-10392
Hawthorne v. Umpqua Bank (Overdraft Fees)	N.D. Cal., 11-cv-06700-JST
Smith v. City of New Orleans	Civil D. Ct., Parish of Orleans, La., 2005-05453
Adkins et al. v. Nestlé Purina PetCare Company et al.	N.D. Ill., 1:12-cv-02871
Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank (Overdraft Fees)	S.D. Fla., MDL No. 2036
In re MI Windows and Doors Products Liability Litigation (Building Products)	D. S.C., MDL No. 2333
Childs et al. v. Synovus Bank, et al. (Overdraft Fees)	S.D. Fla., MDL No. 2036
Steen v. Capital One, N.A. (Overdraft Fees)	S.D. Fla., MDL No. 2036
Kota of Sarasota, Inc. v. Waste Management Inc. of Florida	12 th Jud. Cir. Ct., Sarasota Cnty, Fla., 2011-CA-008020NC
In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010—Economic and Property Damages Settlement (Claim Deadline Notice)	E.D. La., MDL No. 2179

<i>Dorothy Williams d/b/a Dot's Restaurant v. Waste Away Group, Inc.</i>	Cir. Ct., Lawrence Cnty, Ala., 42-cv-2012-900001.00
<i>In re: Energy Future Holdings Corp., et al. (Asbestos Claims Bar Notice)</i>	Bankr. D. Del., 14-10979(CSS)
<i>Gattinella v. Michael Kors (USA), Inc., et al.</i>	S.D.N.Y., 14-civ-5731 (WHP)
<i>Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.</i>	27 th Jud. D. Ct. La., 13-C-3212
<i>Ono v. Head Racquet Sports USA</i>	C.D.C.A., 2:13-cv-04222-FMO(AGRx)
<i>Opelousas General Hospital Authority v. PPO Plus, L.L.C., et al.</i>	27 th Jud. D. Ct. La., 13-C-5380
<i>In re: Shop-Vac Marketing and Sales Practices Litigation</i>	M.D. Pa., MDL No. 2380
<i>In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation</i>	D. N.J., MDL No. 2540
<i>In Re: Citrus Canker Litigation</i>	11th Jud. Cir., Flo., No. 03-8255 CA 13
<i>Whitton v. Deffenbaugh Industries, Inc., et al. Gary, LLC v. Deffenbaugh Industries, Inc., et al.</i>	D. Kan., 2:12-cv-02247 D. Kan., 2:13-cv-2634
<i>Swift v. BancorpSouth Bank (Overdraft Fees)</i>	N.D. Fla., No. 1:10-cv-00090
<i>Forgione v. Webster Bank N.A. (Overdraft Fees)</i>	Sup. Ct.Conn., X10-UWY-CV-12-6015956-S
<i>Small v. BOKF, N.A.</i>	D. Col., 13-cv-01125
<i>Anamaria Chimeno-Buzzi & Lakedrick Reed v. Hollister Co. & Abercrombie & Fitch Co.</i>	S.D. Fla., 14-cv-23120-MGC
<i>In re: HSBC Bank USA, N.A., Checking Account Overdraft Litigation</i>	Sup. Ct. N.Y., No. 650562/11
<i>In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch)</i>	N.D. Cal., MDL No. 2672
<i>Hawkins v. First Tennessee Bank, N.A., et al. (Overdraft Fees)</i>	13 th Jud. Cir. Tenn., No. CT-004085-11
<i>Greater Chautauqua Federal Credit Union v. Kmart Corp., et al. (Data Breach)</i>	N.D. Ill., No. 1:15-cv-02228
<i>Bias v. Wells Fargo & Company, et al. (Broker's Price Opinions)</i>	N.D. Cal., No 4:12-cv-00664-YGR
<i>Klug v. Watts Regulator Company (Product Liability)</i>	D. Neb., No. 8:15-cv-00061-JFB-FG3
<i>Ratzlaff v. BOKF, NA d/b/a Bank of Oklahoma, et al. (Overdraft Fees)</i>	Dist. Ct. Okla., No. CJ-2015-00859
<i>Morton v. Greenbank (Overdraft Fees)</i>	20 th Jud. Dist. Tenn., No. 11-135-IV
<i>Jacobs, et al. v. Huntington Bancshares Inc., et al. (FirstMerit Overdraft Fees)</i>	Ohio C.P., No. 11CV000090

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

Hilsoft-cv-141

Hale v. State Farm



ATTACHMENT B

A \$250 million settlement has been reached in the previously certified class action lawsuit, *Hale v. State Farm Mutual Automobile Insurance Company*, Case No. 12-cv-00660-DRH, filed in 2012. For comprehensive information about the claims, rulings, and events in the case, visit the website below. The Defendants deny that they did anything wrong. The Court has not decided who is right.

You received this notice because State Farm's records indicate you may be a Class Member. The Class includes individuals in the United States (except Arkansas and Tennessee) who, between July 28, 1987, and February 24, 1998, (1) were insured by a vehicle casualty insurance policy issued by State Farm and (2) made a claim for vehicle repairs pursuant to their policy and had non-factory authorized and/or non-OEM (Original Equipment Manufacturer) 'crash parts' installed on or specified for their vehicles or else received monetary compensation determined in relation to the cost of such parts. The complete class definition is available at the website. You were sent a prior notice in May of this year noting that the Court had certified a Class for trial. The lawsuit has now settled.

How can I get a payment? The Defendants have agreed to establish a Settlement Fund of \$250 million. If you received this postcard notice or a notice in your email, you do not need to take any action to receive a payment (unless you have an Arkansas or Tennessee address). Once the Settlement is final, you will *automatically* receive payment. Those who were not sent notice, or who currently have Arkansas or Tennessee addresses, but believe they are members of the Settlement Class, may file a claim online at the website or by mail, by January 31, 2019. You may also call or visit the website to confirm or update your address or to request an electronic payment.

Your other options. You may object to the Settlement by **November 17, 2018**. The Notice available on the website listed below explains how to object. The Court will hold a hearing on **December 13, 2018** to consider whether to finally approve the Settlement and a request for attorneys' fees of up to one-third of the Settlement Amount, reimbursement of reasonable expenses, and service awards of \$25,000 to each of the three Class Representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, call or visit the website below. **Neither State Farm personnel nor State Farm agents are authorized to discuss this case with you. Please do not call your State Farm agent about this case.**

State Farm Class Action Litigation
PO Box 5053
Portland, OR 97208-5053

#40152

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. 2882

If you were insured by State Farm and had non-OEM crash parts installed on or specified for your vehicle (or received compensation based on the value of those parts) between July 28, 1987 and February 24, 1998, you could get money from a class action settlement.

Important Notice About a Class Action Lawsuit

<<MAILID>>

<<NAME1>>

<<NAME2>>

<<ADDRESS1>>

<<ADDRESS2>>

<<CITY, STATE ZIP>>

<<COUNTRY>>

If you were insured by State Farm and had non-OEM crash parts installed on or specified for your vehicle (or received compensation based on the value of those parts) between July 28, 1987 and February 24, 1998 you could get money from a class action settlement.

A \$250 million settlement has been reached in the previously certified class action lawsuit, *Hale v. State Farm Mutual Automobile Insurance Company*, Case No. 12-cv-00660-DRH, filed in 2012. For comprehensive information about the claims, rulings, and events in the case, visit the website below. The Defendants deny that they did anything wrong. The Court has not decided who is right.

Who is included? The Class includes individuals in the United States (except Arkansas and Tennessee) who, between July 28, 1987, and February 24, 1998, (1) were insured by a vehicle casualty insurance policy issued by State Farm and (2) made a claim for vehicle repairs pursuant to their policy and had non-factory authorized and/or non-OEM (Original Equipment Manufacturer) 'crash parts' installed on or specified for their vehicles or else received monetary compensation determined in relation to the cost of such parts. The complete class definition is available at the website.

How can I get a payment? The Defendants have agreed to establish a Settlement Fund of \$250 million. If you received notice in the mail or via email, you do not need to take any action to receive a payment (unless you have an Arkansas or Tennessee address). However, you may call or visit the website to confirm or update your address or to request an electronic payment. If you were not sent notice, but believe you are included in the Class, you should visit the website and file an online claim, by **January 31, 2019**. You may also call the toll-free number below and request a paper claim form be mailed to you.

Your other options. You may object to the Settlement by **November 17, 2018**. The Notice available on the website listed below explains how to object. The Court will hold a hearing on **December 13, 2018** to consider whether to finally approve the Settlement and a request for attorneys' fees of up to one-third of the Settlement Amount, reimbursement of reasonable expenses, and service awards of \$25,000 to each of the three Class Representatives. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, call or visit the website below. **Neither State Farm personnel nor State Farm agents are authorized to discuss this case with you. Please do not call your State Farm agent about this case.**

1-844-420-6491

www.HalevStateFarmClassAction.com

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF ILLINOIS

If you were insured by State Farm and had non-OEM crash parts installed on or specified for your vehicle (or received compensation based on the value of those parts) between July 28, 1987 and February 24, 1998, you could get money from a class action settlement.

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

- A settlement has been reached in a class action lawsuit claiming that State Farm, Ed Murnane, and William Shepherd (the “Defendants”) violated the law in an attempt to overturn, in the Illinois Supreme Court, a \$1.05 billion judgment in favor of approximately 4.7 million State Farm policyholders, which would allow State Farm to avoid paying the amount of the judgment rendered in plaintiffs' favor in the trial court. The Defendants deny all allegations of wrongdoing and the Court has not decided who is right.
- If you received a postcard notice or a notice in your email, you do not need to take any action to receive a payment (unless you have an Arkansas or Tennessee address). Once the court approves the Settlement, you will automatically be sent a check in the mail. Those who were not sent notice, or who currently have Arkansas or Tennessee addresses, but believe they are members of the Class, may file a claim online at the website listed below or by mail. You may also call or visit the website to confirm or update your address or to request an electronic payment.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
RECEIVE AN AUTOMATIC PAYMENT	If you were sent notice of the Settlement in the mail or by email, you will receive a payment automatically (unless you have an Arkansas or Tennessee address). If you were not sent notice of the Settlement and do nothing, you will receive nothing from the Settlement.
SUBMIT A CLAIM FORM	If you were not sent notice of the Settlement, or if you have an Arkansas or Tennessee address, but believe you are a member of the Class, you may submit a Claim Form seeking cash payment. Claim Forms can be submitted online or by mail.
OBJECT	Write to the Court about why you do not like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this lawsuit still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, payments will be distributed. Please be patient.

QUESTIONS? CALL 1-844-420-6491 OR VISIT www.HalevStateFarmClassAction.com

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BASIC INFORMATION

1. Why is there a notice?

A Court has established, or “certified,” this case as a class action lawsuit.

If you are a Class Member, you have legal rights and options before the Court decides whether to give final approval to the proposed Settlement. This notice explains all of these things.

Judge David R. Herndon of the United States District Court for the Southern District of Illinois (the “Court”) is currently overseeing this case. The case is known as *Hale v. State Farm Mutual Automobile Insurance Company*, Case No. 12-cv-00660-DRH. The people who sued are called the Plaintiffs. The company and people they are suing, State Farm, Edward Murnane and William G. Shepherd, are called the Defendants.

2. What is this lawsuit about?

In the First Amended Class Action Complaint (available at the website), Plaintiffs claimed that the Defendants violated the RICO statute in an attempt to overturn, in the Illinois Supreme Court, a \$1.05 billion judgment in *Avery v. State Farm Mutual Automobile Insurance Company* in favor of approximately 4.7 million State Farm policyholders, which would allow State Farm to avoid paying the amount of the judgment rendered in plaintiffs’ favor in the trial court. Plaintiffs bring this class action for damages against Defendants for violation of the Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. §§ 1961 et seq. In the Second Amended Class Action Complaint (available at the website), Plaintiffs added a claim for unjust enrichment. The Settlement, if approved and once final, releases all claims in the class action.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case, Mark Hale, Todd Shadle, and Laurie Loger) sue on behalf of people who have similar claims. All these people are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who excluded themselves from the Class. The Court certified this case as a class action on September 16, 2016, and an earlier class notice was sent in May 2018. Orders, notices, and schedules relating to the case are posted on the website.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides have agreed to the Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class members will receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that the Defendants did anything wrong. The Defendants deny all legal claims in this case. Plaintiffs and their lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE SETTLEMENT

5. Who is included in the Settlement?

The Court has decided that everyone who fits the following description is a Class Member:

The Class includes: All persons in the United States, except those residing in Arkansas and Tennessee, who, in between July 28, 1987, and February 24, 1998, (1) were insured by a vehicle casualty insurance policy issued by Defendant State Farm and (2) made a claim for vehicle repairs pursuant to their policy and had non-factory authorized and/or non-OEM (Original Equipment Manufacturer) “crash parts” installed on or specified for their vehicles or else received monetary compensation determined in relation to the cost of such parts.

Excluded from the class are employees of Defendant State Farm, its officers, its directors, its subsidiaries, and its affiliates. In addition, the following persons are excluded from the class: (1) All persons who resided or garaged their vehicles in Illinois and whose Illinois insurance policies were issued/executed prior to April 16, 1994, and (2) all persons who resided in California and whose policies were issued/executed prior to September 26, 1996.

If you excluded yourself from the Class on or before August 14, 2018 in response to the prior class notice, then you are not included in the Settlement.

6. What if I'm a resident of Arkansas or Tennessee?

If you are a resident of Arkansas or Tennessee, you will not receive an automatic payment. However, if you lived in a different state at the time you made the claim for vehicle repairs and believe that you are a member of the Class, you may submit a Claim Form seeking a payment.

7. What if my policy was issued or executed in California or Illinois?

If your policy at the time you made the claim for vehicle repairs was issued or executed in California or Illinois, whether you are a Class Member depends on when your policy was issued or executed. If you resided or garaged your vehicle in Illinois and your Illinois insurance policy was issued/executed prior to April 16, 1994, you are not a member of the Class. If you resided in California and your policy was issued/executed prior to September 26, 1996, you are not a member of the Class.

If you believe you fit one of these exclusions and are not a member of the Class but received a postcard or email advising you that you will receive an automatic payment, you may call or visit the website to remove yourself from the list, in which case you will not receive a payment, or you may simply decline to cash or deposit the check when you receive it. By cashing or depositing the check, you will be agreeing that you are a member of the Class.

8. What are “Crash Parts?”

Crash parts include: (1) fenders; (2) hoods; (3) doors; (4) deck lids; (5) luggage lid panels; (6) quarter panels; (7) rear outer panels; (8) front-end panels; (9) header panels; (10) filler panels; (11) door shells; (12) pickup truck beds, box sides, and tail gates; (13) radiator/grill support panels; (14) grilles; (15) headlamp mounting panels/brackets/housings/lenses; (16) tail lamp mounting panels/brackets/housings/lenses; (17) cutter body mouldings; (18) door body side moulding; (19) front wheel opening mouldings; (20) side mouldings; (21) front and rear fascias; (22) outer panel mounting

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brackets, supports, and surrounds; (23) bumpers (excluding chrome bumpers); (24) bumper covers/face bars; and (25) bumper brackets/supports.

9. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at www.HalevStateFarmClassAction.com, call toll-free 1-844-420-6491, or write to Hale v. State Farm Class Action Administrator, P.O. Box 5053, Portland, OR 97208-5053, for more information.

THE SETTLEMENT BENEFITS

10. What does the Settlement provide?

Under the Settlement, State Farm has agreed to pay \$250 million. The Settlement Agreement can be found at the website. Class Members will release the Defendants from all past, present and future claims relating to the subject matter of the lawsuit and the *Avery* lawsuit, including RICO claims, unjust enrichment claims, due process claims, and any and all claims, whether known or unknown, that could have been asserted in this lawsuit or in the *Avery* lawsuit.

Following payment of settlement administration costs, current and past class notice costs, and attorneys' fees, expenses, and service awards determined by the Court, each eligible Class Member will receive an equal share of the remaining settlement fund. The exact amount of the payment will depend in part on the number of claims filed by Class Members who did not receive a postcard or email regarding an automatic payment.

If any funds remain after these payments are made, Class Counsel will submit an additional Class distribution plan to the Court for approval. If the amount of funds remaining is so small that redistribution among Class Members is cost-ineffective or impractical, Class Counsel will propose, and the Court will determine, subject to the terms of the agreement and escheatment law, the best disposition of the funds for the class benefit. No funds will go back to State Farm.

11. How do I file a claim?

If you were not sent notice by postcard or by email, or if your address is in Arkansas or Tennessee, but believe you are a member of the Class, then in order to receive a cash payment you must complete and submit a valid Claim Form. You may download a Claim Form from the website or have it mailed to you by calling the toll-free number.

Claim Forms must be filed online or postmarked on or before **January 31, 2019** to: Hale v. State Farm Class Action Administrator, P.O. Box 5053, Portland, OR 97208-5053.

Please read the Claim Form carefully, follow all of the instructions and provide all the information required. If you have questions about how to file your claim that cannot be answered by this notice or by reviewing the information at the Settlement Website, you may call the Settlement Administrator at 1-844-420-6491.

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12. When will I receive my payment?

Automatic payments and payments to Class members who file eligible claims will be made only after the Court grants “final approval” to the Settlement and after any appeals are resolved (*see* “The Court’s Fairness Hearing” below). If there are appeals, resolving them can take time. Please be patient.

13. Can I exclude myself from the Settlement?

You cannot exclude yourself from the Settlement. Notice and an opportunity to request exclusion was given in May of 2018 and the deadline to request exclusion from the Class has passed. Those who timely requested exclusion from the lawsuit are no longer part of the Class and cannot participate in this Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

The Court has appointed the following lawyers as “Class Counsel” to represent all members of the Settlement Class: Lief Cabraser Heimann & Bernstein, LLP; Barrett Law Group, P.A.; Hausfeld LLP; Clifford Law Offices; Much Shelist, P.C.; Thrash Law Firm, P.A.; Law Offices of Gordon Ball; Pendley, Baudin & Coffin, LLP; and Erwin Chemerinsky, Esq.

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

15. How will the lawyers be paid?

Class Counsel are paid from the Settlement Fund, not by Class Members. The Court will be asked to reimburse Class Counsel for the reasonable costs they have spent in this case, and to pay Class Counsel a reasonable fee under all the circumstances of the case. Class Counsel will file their application for fees and costs on **October 16, 2018** and it will be posted on the website. Class Counsel will request fees of no more than one-third of the Settlement Fund. The award is up to the Court.

Class Counsel also will request that Service Awards of \$25,000 be paid from the Settlement Fund to each of the three Class Representatives for their service as representatives on behalf of the whole Settlement Class. Each of these Class Representatives has sat for deposition, responded to discovery requests, and monitored the litigation in consultation with Class Counsel for years.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I do not like the Settlement or the request for attorneys’ fees, expenses, and service awards?

If you are a Settlement Class member, you can object to any part of the Settlement or the request for attorneys’ fees and expenses or to the request for Service Awards for the Class Representatives. To object, you must submit a letter or other written document that includes the following:

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- A statement saying that you object to the Settlement or the request for attorneys’ fees, expenses, and service awards, in *Hale v. State Farm Mutual Auto Insurance Company*, Case No. 12-0660-DRH.
- Your name, address, telephone number, and your signature.
- The reason(s) you object.
- If you received a postcard or email, the unique identification number appearing on the postcard or in the email, or a copy of the postcard or email you received.
- If you did not receive a postcard or email, proof of your membership in the class, such as documentation that between July 28, 1987 and February 24, 1998, you (1) were insured by a vehicle casualty insurance policy issued by Defendant State Farm and (2) made a claim for vehicle repairs pursuant to their policy and had non-factory authorized and/or non-OEM (Original Equipment Manufacturer) “crash parts” installed on or specified for their vehicles or else received monetary compensation determined in relation to the cost of such parts.

You must file your objection with the Court (using the Court’s electronic filing system or in any manner in which the Court accepts filings) by **November 17, 2018**. You must also serve your objection on Class Counsel and counsel for Defendant and mail a copy to the Settlement Administrator postmarked no later than **November 17, 2018**. The addresses are listed below.

CLERK OF THE COURT	ADMINISTRATOR	CLASS COUNSEL

DEFENDANTS’ COUNSEL		

THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses (“Fairness Hearing”).

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

The Court has scheduled a Fairness Hearing on **December 13, 2018 at 9:00 a.m.**, at the United States District Court Southern District of Illinois, 750 Missouri Avenue, East St. Louis, IL 62201. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.HaleStateFarmClassAction.com for updates. At this hearing, the Court will consider whether

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the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys' fees and expenses and for Service Awards to the Class Representatives. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

18. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper addresses, and it complies with the other requirements set forth above, the Court will consider it. You also may pay your own lawyer to attend the hearing, but it is not necessary.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. Any Class member who wishes to appear at the Final Approval Hearing must file with the Clerk of the Court a "Notice of Intention to Appear," which must be received by **November 17, 2018**. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence that the objecting Class member or counsel for the objecting Class member will present to the Court at the Final Approval Hearing. Only a Class member who files a Notice of Intention to Appear, may appear in person or by counsel, and be heard to the extent permitted under applicable law and allowed by the Court, in opposition to the fairness, reasonableness and adequacy of the Settlement, and on Plaintiffs' Counsel's application for an award of attorneys' fees and costs. The address for the Clerk of the Court is listed in Question 16 above.

GETTING MORE INFORMATION

20. How do I get more information?

Visit the website at www.HalevStateFarmClassAction.com, where you will find the Settlement Agreement, Preliminary Approval Order, all pertinent motions and submissions (including motions and other submission in support of settlement approval, motions for attorneys' fees and expenses, and submissions relating to relating to settlement administration), important Orders entered by the Court, and other information including a list of frequently asked questions. You may also call toll-free at 1-844-420-6491 or write to Hale v. State Farm Class Action Administrator, P.O. Box 5053, Portland, OR 97208-5053.

Neither State Farm personnel nor State Farm agents are authorized to discuss this case with you. Please do not call your State Farm agent about this case.