

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE WAWA, INC. DATA SECURITY
LITIGATION**

Case No. 19-6019-GEKP

Class Action

This document relates to: Consumer Track

**JOINT DECLARATION OF INTERIM CO-LEAD COUNSEL IN SUPPORT OF
CONSUMER PLAINTIFFS' UNOPPOSED MOTION FOR AN ORDER
PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT,
PROVISIONALLY CERTIFYING SETTLEMENT CLASS,
AND DIRECTING NOTICE**

We, Sherrie R. Savett, Roberta D. Liebenberg, Benjamin F. Johns, and Linda P.

Nussbaum, hereby declare as follows:

1. On June 12, 2020, the Court determined that we met the criteria of Federal Rule of Civil Procedure 23(g) for purposes of interim class counsel appointments and appointed us as Interim Co-Lead Counsel for the Plaintiffs in the Consumer Track ("Plaintiffs") of this class action litigation (the "Action") against Wawa, Inc. ("Wawa"). (Dkt. 120.) In that capacity, we submit this joint declaration in support of Consumer Track Plaintiffs' Motion for an Order Preliminarily Approving the Proposed Class Action Settlement, Provisionally Certifying the Settlement Class, and Directing Notice ("Motion").¹

2. We have personal knowledge of the facts stated in this Declaration and are competent to testify to them.

¹ Unless otherwise indicated, capitalized terms herein shall have the same definition as set forth in the Settlement Agreement between the Consumer Track Plaintiffs and Wawa dated February 9, 2021 ("Settlement Agreement" or "S.A."). A true and correct copy of the Settlement Agreement is attached as Exhibit 1 to this Declaration.

Summary of the Litigation

3. In December 2019, Wawa disclosed that cybercriminals accessed credit and debit card information as part of a massive cyber-attack on Wawa’s payment card environment (the “Data Security Incident”). Wawa’s investigation ultimately determined that the perpetrators of the Data Security Incident extracted information from March 4, 2019 until December 12, 2019 (the “Period of the Security Incident”).

4. Soon after Wawa announced the Data Security Incident, Plaintiffs and others filed proposed class actions in this Court on behalf of Wawa customers. On January 8, 2020, Chief Judge Juan Sanchez consolidated the pending actions. (Dkt. 9.)

5. We have been coordinating amongst ourselves and with our co-counsel to investigate, organize, and prosecute the Action since well before our June 2020 appointment as Interim Co-Lead Counsel.

6. Before filing the Consumer Plaintiffs’ Consolidated Class Action Complaint (“Complaint”) on July 27, 2020 (Dkt. 132), we investigated Plaintiffs’ claims and those of other members of the proposed class (“Class Members”), by, *inter alia*, conducting extensive and lengthy interviews of Plaintiffs and other Class Members; analyzing the Plaintiffs’ documentation and publicly-available information about the Data Security Incident regarding the Data Security Incident; consulting with a private investigator; and analyzing the applicable laws of Pennsylvania and other jurisdictions regarding breaches of customers’ personally identifiable information (“PII”) held by retailers and others. We engaged an expert witness regarding data security issues early in the litigation and consulted with her extensively before filing the Complaint and throughout the litigation.

7. We determined that it would be in the best interests of the proposed Class to move this matter towards resolution through a negotiated settlement. We communicated with counsel for Wawa, who shared an interest in doing so. In a series of pre-mediation discussions, each side argued the merits of its position and the weaknesses in the other side's position. We agreed that an experienced mediator could help the Parties reach a negotiated settlement.

8. At a hearing on June 11, 2020, we and Wawa's counsel notified the Court of our intention to participate in a mediation to attempt to resolve the matter. Case Management Order No. 2 acknowledged that the Parties would be holding a mediation and exchanging documents and substantive mediation statements in advance of the mediation. (Dkt. 119.)

9. Thereafter, we and Wawa's counsel held several meet and confer calls to discuss the mediation, including the selection of the Hon. Diane Welsh (Ret.) of JAMS as the mediator and the exchange of mediation statements, as well as the necessity of conducting informal discovery that would provide the information each side would need to properly evaluate the litigation and conduct the mediation.

10. In accordance with agreements made during our meet and confer calls, Plaintiffs produced 212 pages of documents to Wawa. We understand that Wawa's counsel reviewed those documents in advance of the mediation.

11. As agreed during our meet and confer sessions, Wawa produced 3,596 pages of documents to Plaintiffs through a series of rolling productions. The documents included a preliminary report on the Data Security Incident and two other relevant evaluations of its data security, internal and external emails regarding the discovery and investigation of the Data Security Incident, Board presentations, and other relevant documents. Before the mediation, Plaintiffs' counsel reviewed all of the documents Wawa had then produced, as well as significant

amounts of publicly available information about the Data Security Incident. We also consulted with our data security expert, who analyzed the security evaluations produced by Wawa and conducted her own preliminary investigation into the Data Security Incident.

12. At the direction of Judge Welsh, the Parties prepared and exchanged detailed mediation statements in advance of the mediation. The mediation statements addressed the factual issues in the case and key legal issues, including standing, damages, class certification, and overall data breach precedent in this Circuit and beyond. Each statement also proposed settlement terms. *See* Declaration of Hon. Diane M. Welsh (Ret.) of JAMS in Support of Proposed Class Settlement attached as Exhibit 2 to this Declaration (“Welsh Decl.”) ¶ 7. The Parties reviewed and analyzed each other’s mediation statement before meeting with Judge Welsh.

The Mediation and Continued Settlement Negotiations

13. On September 15, 2020, the Parties took part in a mediation presided over by Judge Welsh. *See* Welsh Decl. ¶ 8.

14. The mediation lasted almost 12 hours and included both joint sessions and numerous break-out sessions. The negotiations were hard fought and conducted at arm’s length and in good faith. Judge Welsh concluded that both sides were “zealously represented” at the mediation by “highly qualified attorneys with extensive experience and expertise in complex class actions in general, and data breach litigation in particular.” *Id.* at ¶ 10.

15. The work involved in submitting our mediation statement, analyzing in detail Wawa’s mediation statement, and preparing for the mediation informed our assessment of the relative strengths and weaknesses of Plaintiffs’ claims. We refined our assessments as appropriate during the lengthy mediation.

16. At the mediation, we proffered additional information regarding specific damages incurred by Plaintiffs, and Wawa's counsel provided additional details and facts surrounding the Data Security Incident, events leading up to the Data Security Incident, and, importantly, the lack of widespread credit and debit card fraud after the breach.

17. Throughout the mediation, we zealously advanced the Settlement Class Members' positions. We were fully prepared to proceed with the litigation rather than accept a settlement that was not in the best interests of the Class.

18. At the end of the mediation session, the Parties reached an agreement in principle to resolve this proposed class action (the "Settlement").

19. The Parties spent significant amounts of time after the mediation in drafting, negotiating, and revising details of the final written Settlement Agreement that is now presented to the Court for approval. At all times, these negotiations were at arm's length and, while courteous and professional, were intense and hard-fought on both sides.

20. During this period of post-mediation negotiations, Wawa received and produced to Plaintiffs the final report regarding the Data Security Incident and an amended report. Co-Lead Counsel reviewed the reports in detail to confirm the reasonableness of the negotiated Settlement.

21. Each of us, acting in our capacity as duly appointed Interim Co-Lead Counsel, actively and continuously represented the Settlement Class Members throughout the mediation and continued settlement negotiations. Individually and collectively, we have extensive experience in class actions in general and data breach litigation in particular. *See* Dkt. 120 (appointing Interim Co-Lead Counsel) and Dkt. 78-1 through 78-4 (firm resumes attached as

exhibits to motion for appointment as Interim Co-Lead Counsel). Wawa, too, was represented by highly qualified and experienced counsel.

22. Based on the information obtained at the mediation, our independent investigation of the relevant facts and applicable law, our review of the data security reports and other documents produced by Wawa, and our broad experience with other payment card and other data breach cases, we determined that the Settlement being presented to the Court for approval is fair, reasonable, adequate, and in the best interest of the Settlement Class. Moreover, Judge Welsh stated in her Declaration: “[F]rom an experienced mediator’s perspective, the negotiated settlement produced by the mediation process represents a thorough, deliberative, and comprehensive resolution that will benefit class members through meaningful relief.” Welsh Decl. ¶ 17.

The Settlement Agreement

23. The Settlement Agreement defines the proposed Settlement Class as:

All residents of the United States who used a credit or debit card at a Wawa location at any time during the Period of the Data Security Incident of March 4, 2019 through December 12, 2019. Excluded from the Settlement Class are Wawa’s executive officers and the Judge to whom this case is assigned.

S.A. ¶ 28. Wawa estimates that there are approximately 22 million class members.

24. Under the Settlement, Wawa will provide up to \$9 million in Wawa gift cards and cash to Consumer Track class members. The \$9 million will be allocated to three tiers of class members.

a. Tier One consists of customers who used a payment card at Wawa during the Period of the Security Incident, did not experience a subsequent fraudulent transaction on their card, and spent time monitoring their accounts as a result of the

incident. Those customers may receive a \$5 Wawa gift card. Total claims in Tier One are subject to a \$6 million cap and a \$1 million floor. S.A. ¶ 36.a.

b. Tier Two consists of customers who experienced an actual or attempted fraudulent transaction on a card after using it at Wawa during the Period of the Security Incident and spent time addressing the fraudulent transaction or otherwise monitoring their account. Those customers may receive a \$15 Wawa gift card. Total claims in Tier Two are subject to a \$2 million cap. S.A. ¶ 36.b.

c. Tier Three consists of customers who have actual out-of-pocket monetary damages in connection with an actual or attempted fraudulent transaction reasonably attributable to the Data Security Incident. Out-of-pocket expenses may include items such as unreimbursed fraud charges, bank fees, replacement card fees, late fees from transactions with third parties that were delayed due to fraud or card replacements, credit freeze fees, parking or other transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement payment card, and other expenses reasonably attributable to the Data Security Incident. Those customers may receive a cash payment equal to their out-of-pocket expenses up to \$500. Total claims in Tier Three are subject to a \$1 million cap. S.A. ¶ 36.c.

25. The Claim Forms require that Class Members provide reasonable documentary proof of their Wawa purchase and, if applicable, any resulting fraudulent charges or out-of-pocket costs. S.A. ¶ 36 and Ex. A to S.A. Class Members can submit their claims and upload supporting documentation directly to the Settlement Website (*see* paragraph 32.a. below) or mail claims and documentation to the Settlement Administrator. *Id.*

26. The Wawa Gift Cards provided as compensation to Tier One and Tier Two claimants will be fully transferable, will not expire in less than one year, and will be usable toward the purchase of any item (including fuel if the purchase is completed inside the store) sold at Wawa stores, excluding cigarettes and other tobacco or nicotine delivery products. Wawa Gift Cards can be used multiple times if the initial transaction is less than their full face value. S.A. ¶ 33.

27. Wawa Gift Cards are especially valuable to recipients. Among other things, Wawa informed us that:

- a. Wawa maintains an especially loyal base of regular customers who routinely make repeat purchases at its 900+ stores;
- b. Wawa's gift cards have a 97.2% usage rate in the past two years based on dollars, meaning that of all the dollars loaded onto Wawa gift cards, 97.2% of those gift card dollars are redeemed; and
- c. More than 3,000 products sold in Wawa convenience stores cost less than \$5.00 and 78% of the products Wawa sells are below that threshold.

28. In addition to this direct relief to the class, Wawa agreed to implement various injunctive measures aimed at strengthening its data security environment governing payment card transactions. Among other things, Wawa agreed to retain a qualified security assessor on an annual basis to assess compliance with PCI-DSS requirements and issue a Report on Compliance that evidences compliance with all such requirements; conduct annual penetration testing; operate a system that is designed to encrypt payment card information and complies with Europay, Mastercard, and Visa ("EMV") security procedures at the point-of-sale terminals in Wawa stores; operate a system that implements EMV security procedures at the point of sale

terminals at Wawa fuel pumps; and maintain written information security programs, policies, and procedures. These security enhancements will be in place for a period of two years, and Wawa's Counsel will provide Class Counsel with semi-annual updates (or less frequently if agreed upon by Class Counsel) during the two-year period in which it will implement these measures. S.A. ¶¶ 38, 40, 41. The Parties have agreed that the injunctive relief and Wawa's improvements to its data security posture is valued at no less than \$35 million. S.A. ¶ 39. These new security enhancements are designed to prevent a future breach and have been verified in confirmatory discovery performed by Co-Lead Counsel. These enhancements will benefit any future Wawa customer; class members do not need to submit a claim to receive the benefits of this portion of the settlement.

29. If the Court approves the Settlement, all Settlement Class Members will release their claims arising out of the Data Security Incident and all of the consumer class actions filed against Wawa related to the Data Security Incident will be dismissed with prejudice.

30. There are no additional agreements among the Parties outside of the Settlement Agreement.

Notice Plan and Settlement Administration

31. Our settlement negotiations also addressed notice. Wawa represented that neither it nor its agents have contact information sufficient to provide direct mail or email notice to Settlement Class Members. S.A. ¶ 54. This is consistent with Class Counsel's experience in other payment card data breach class actions.

32. After extensive negotiations regarding effective notice to the proposed class, we and Wawa agreed to the following multi-faceted notice program:

- a. *In-Store Notice.* Wawa will post signs concerning the Settlement at all of

its stores and fuel dispensers for four consecutive weeks (“Store Notice”). S.A. ¶ 55.b. The Store Notice will include a QR or other code that customers can scan with a smartphone or other device. Doing so will direct customers to the Settlement Website, which will provide access to electronic versions of the Claim Forms and Long Form Notice. *Id.* True and correct copies of the proposed Store Notices are attached as Exhibit C to the Settlement Agreement. During our negotiations, Wawa estimated that more than 60 million customers enter its stores or use its fuel pumps during an average four-week period, even during the pandemic and quarantine. It also explained that its customers are highly likely to be repeat customers. The Store Notice will reach more than 60 million Class Members during the claim period, a number that is likely three times the number of Class Members. Therefore, the Parties agreed that posting notice of the Settlement in stores and at fuel dispensers will be highly effective in providing notice of the Settlement, and in fact is the most effective means of disseminating notice to Class Members.²

b. *Settlement Website.* The Settlement Administrator will establish and maintain a website dedicated to the Settlement:

www.WawaConsumerDataSettlement.com. The Settlement Website will provide detailed information about the Action, the Settlement, Class Members’ rights and options, and instructions on, and deadlines for, filing a claim, objecting to the Settlement, and opting out of the Settlement Class. Class Members will be able to access and download important documents from the Settlement Website, including the Long Form Notice,

² See, e.g., *In re Sonic Corp. Customer Data Breach Litig.*, No. 1:17-md-02807-JSG (Dkt. 145), slip op. at 5-6 (N.D. Ohio Dec. 20, 2018) (approving notice plan that omitted individualized direct notice and included signs in affected stores, an announcement on defendant’s website, and detailed notice on a settlement website) (copy attached hereto as Exhibit 3).

Settlement Agreement, and Claim Forms. S.A. ¶ 55.a. Class Members who cannot or do not wish to download documents from the Settlement Website can ask the Settlement Administrator to send a copy by mail or email.

c. *Wawa Website Link to Settlement Website.* Wawa will post a link to the Settlement Website on its website, www.wawa.com. S.A. ¶ 55.a. Wawa initially disclosed the Data Security Incident on its website on December 19, 2019, and information about the incident has been available on the website ever since. Wawa stated that its website has about 18,400 visits each day, ensuring wide dissemination of notice to Wawa's customers.

d. *Press Release.* Wawa will issue a press release announcing the Settlement and directing Settlement Class Members to the Settlement Website for information about how to make a claim for compensation. S.A. ¶ 55.c. A true and correct copy of the press release is attached as Exhibit D to the Settlement Agreement. The press release that Wawa issued on December 19, 2020 disclosing the Data Security Incident led to significant media coverage.³ We expect that media coverage after issuance of the Settlement press release will encourage Class Members to visit the Settlement Website to learn more about their rights and options.

33. The proposed Long Form Notice, which is attached as Exhibit B to the Settlement Agreement, clearly describes the proposed Settlement, the benefits available to Settlement Class Members under the Settlement, the scope of the release, and the binding effect of a class judgment; the definition of the Settlement Class; how to file a claim for a Gift Card or cash

³ See, e.g., Wawa Faces Wave of Lawsuits in Aftermath of Massive Data Breach. <https://www.inquirer.com/business/wawa-data-breach-class-action-lawsuit-20191226.html>.

reimbursement; Settlement Class Members' right to enter an appearance through an attorney, object to the settlement, or exclude themselves from the Settlement Class, and the time and manner for doing so; the date and time of the Fairness Hearing; and information about the separate fund of \$3.2 million to be used for Service Awards of up to \$1000 for each Class Representative, reimbursement of counsel's expenses, attorneys' fees, and settlement administration costs that the Court may award.

34. The Settlement also creates a straight-forward procedure for Class Members to claim their Wawa Gift Cards or cash reimbursements for out-of-pocket expenses or losses. Class Members can submit their claims by mail or online through the Settlement website. If submitting a claim through the Settlement Website, Class Members can upload their supporting documentation with their claim.

35. The Motion requests appointment of KCC LLC as Settlement Administrator. After soliciting and reviewing bids from several companies providing class action administration services, we determined that KCC's bid was the most competitive, taking into consideration the services to be provided and our prior experience with KCC in other matters.

36. KCC has extensive experience administering class action settlements, including similar consumer data breach settlements. *See* Declaration of Carla Peak Regarding Settlement Notice Program ("KCC Decl.") (attached hereto as Exhibit 4) ¶¶ 4, 6.

37. In addition to establishing and administering the Settlement Website, the Settlement Administrator will assist with the Notice Program, conduct claims administration services as described in the Settlement Agreement, and provide an automated call center to address any questions Class Members may have. S.A. ¶¶ 42-52.

**Service Awards, Settlement Administration Expenses,
and Attorneys' Fees and Expenses**

38. At the end of the mediation, after the Parties had agreed on the substantive terms for relief for the Class, we broached the topic of attorneys' fees. Judge Welsh assisted the Parties in coming to agreement that Wawa will make a separate lump sum payment of \$3.2 million to be used for settlement administration services, Service Awards to the thirteen Class Representatives named in the Complaint and to Kasan Laster (the proposed Class Representative in a state court action against Wawa arising from the Data Security Incident⁴ and stayed pending the outcome of settlement negotiations in this action), and attorneys' fees and reimbursement of expenses, as may be awarded by the Court.

39. The Motion seeks Service Awards of \$1,000 to each of the Class Representatives (including Mr. Laster). Each of them has been actively involved in the litigation of this Action. All have produced documents and reviewed and approved the proposed Settlement. They have no interests that conflict with those of the Settlement Class.

40. KCC estimates that settlement administration expenses will be approximately \$73,885. KCC Decl. ¶ 12.

41. Our firms have devoted significant time and financial resources to the litigation despite the uncertainty of prevailing on the merits and establishing damages, as have our co-counsel assigned to informal committee positions and counsel in the *Laster* action. Fifteen days before the deadline for objecting to or opting out of the Settlement, we will apply for attorneys' fees and reimbursement of expenses. The amount requested for fees will constitute a significant negative multiplier of our and our co-counsel's aggregate lodestar.

⁴ *Laster v. Wawa, Inc.*, No. BUR-L-000037-20 (N.J. Superior Court).

42. As of 12/31/2020, counsel's expenses total \$39,619.05. They were incurred primarily for expert fees, filing fees, investigative work, copying costs, and Plaintiffs' share of the mediator's fees.

43. We will post the motion and supporting materials on the Settlement Website so that they can be easily accessed by any interested Class Member.

44. Attorneys' fees will not diminish the settlement funds available for the Class because any attorney fees and expense reimbursement awarded by the Court will be paid out of the separate \$3.2 million fund that also will be used for litigation expenses, settlement administration fees, and service awards to the Class Representatives. The \$3.2 million fund will be paid directly by Wawa, not taken from a common fund available to the class.

In accordance with 28 U.S.C. § 1746, we declare under penalty of perjury that the above is true and correct.

Executed this 17th day of February, 2021.



Sherrie R. Savett



Roberta D. Liebenberg



Benjamin F. Johns



Linda P. Nussbaum

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE WAWA, INC. DATA SECURITY
LITIGATION**

Case No. 19-6019-GEKP

Class Action

This document relates to: Consumer Track

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into this 9th day of February, 2021, by and between the Consumer Track Plaintiffs in the above-captioned class action and the Kasaan Laster New Jersey state court class action described below (collectively the “Consumer Track Action”), individually and on behalf of the Settlement Class (as defined in Paragraph 28 below), by and through Interim Co-Lead Counsel for the Consumer Track, and Defendant Wawa, Inc. (“Wawa”).

WHEREAS, on December 19, 2019, Wawa disclosed a data security incident involving Wawa’s computer systems and payment card transactions at Wawa’s stores and fuel dispensers from March 4, 2019 until December 12, 2019 that allowed malware to access payment card information, including credit and debit card numbers, card expiration dates, and cardholder names used at Wawa stores and fuel dispensers during that time frame (the “Data Security Incident”);

WHEREAS, Wawa customers filed several separate class actions against Wawa on behalf of themselves and other Wawa customers relating to the Data Security Incident announced by Wawa;

WHEREAS, on January 8, 2020, Chief Judge Juan Sanchez entered an order

consolidating cases filed by consumers alleging harm resulting from the Wawa Data Security Incident in the Eastern District of Pennsylvania (Dkt. 9), and Judge Gene E.K. Pratter presides over the consolidated actions, captioned as *In re Wawa, Inc. Data Security Litigation*, Case No. 19-6019-GEKP;

WHEREAS, on June 12, 2020, Judge Pratter entered orders appointing Interim Co-Lead Class Counsel for the proposed class of Consumer Plaintiffs (Dkt. 120) and setting a schedule for the case, including for the filing of a Consolidated Complaint in the Consumer Track Action (Dkt. 119);

WHEREAS, on July 27, 2020, Plaintiffs (as defined in Paragraph 18 below) filed a Consumer Plaintiffs' Consolidated Class Action Complaint (Dkt. 132) (hereinafter "Complaint") that alleges, among other things, that Wawa failed to implement adequate data security measures to protect the sensitive, non-public payment card information of its customers;

WHEREAS, the Complaint further alleges that, as a result of the Data Security Incident (as defined in Paragraph 8 below), class members have experienced harm and will continue to experience harm including fraudulent credit and debit card transactions and other fraud related to their accounts, and Plaintiffs sought to remedy those harms by seeking, among other things, reimbursement of out-of-pocket losses and compensation for time spent in response to the Data Security Incident, as well as injunctive relief entailing substantial improvements to Wawa's data security systems;

WHEREAS, Plaintiffs and Wawa (collectively the "Settling Parties") have engaged in substantial arm's-length negotiations in an effort to resolve all claims that have been, or could have been, asserted in the Complaint, including through mediation with the Honorable Diane M. Welsh (Ret.) of JAMS as well as through numerous telephone conferences and exchanges of

information, including a substantial production of documents from Wawa, which negotiations resulted in this Settlement Agreement;

WHEREAS, Wawa has denied and continues to deny that it engaged in any wrongdoing of any kind, or that it violated or breached any law, regulation, or duty owed to the proposed Settlement Class defined in Paragraph 28, and further denies that the Plaintiffs or any class members have suffered damages sufficient to support a cause of action, and denies that Wawa has any liability as a result of any and all allegations in the Complaint, and denies that it would be possible or feasible to certify a class for litigation purposes as opposed to for settlement purposes;

WHEREAS, Wawa has entered into this Agreement solely to reach a settlement with its valued customers and to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to thereby finally resolve this dispute with Plaintiffs and the Settlement Class;

WHEREAS, Wawa has provided to Plaintiffs' Counsel sufficient information and documents to confirm that the terms herein are fair, reasonable, and adequate to Plaintiffs and Class Members; and

WHEREAS, Plaintiffs and Class Counsel (as defined in Paragraph 19) have concluded that it is in the interest of all members of the proposed Settlement Class to finally resolve their claims against Wawa, and that the terms of this Agreement are in the best interest of the proposed Settlement Class and are fair, reasonable, and adequate;

NOW, THEREFORE, in consideration of the promises, agreement, covenants, representations, and warranties set forth herein, and other good and valuable consideration provided for herein, the Settling Parties agree to a full, final and complete settlement of the

Consumer Track Action on the following terms and conditions.

I. DEFINITIONS

The following terms, as used in this Agreement, have the following meanings:

1. “Agreement” or “Settlement Agreement” means this Agreement.
2. “Claims Administration” means the processing of claims received from Settlement Class Members by the Settlement Administrator.
3. “Claims Filing Deadline” means 90 days from the Notice Issuance Date.
4. “Claim Form” means the applicable claim form for Tier One, Tier Two, or Tier Three attached hereto as Exhibit “A” that shall require a Settlement Class Member submitting a claim to provide their name, mailing address, and email address to receive a Wawa Gift Card or, if the Settlement Class Member certifies that he or she does not have an email account to receive a Wawa Gift Card, an email address where a Wawa Gift Card can be sent by email and printed for the Settlement Class Member.
5. “Consolidated Class Action Complaint” or “Complaint” means the Consolidated Class Action Complaint filed in the Consumer Track Action on July 27, 2020 (Dkt. 132).
6. “Consumer Track Action” means the Consumer Track of the consolidated lawsuit captioned *In re: Wawa, Inc. Data Security Litigation*, Case No. 19-6019-GEKP, in the United States District Court for the Eastern District of Pennsylvania.
7. “Court” means the United States District Court for the Eastern District of Pennsylvania.
8. “Data Security Incident” means the data security incident publicly disclosed by Wawa on December 19, 2019, the related underlying attack and the malware that accessed information about credit and debit card transactions at all or most of Wawa’s more than 850

stores (including the outside fuel dispensers at such stores) from March 4, 2019 until December 12, 2019.

9. “Effective Date” means the date by which all of the following events and conditions have occurred: (a) the Settlement Agreement is fully executed; (b) the Court has granted Preliminary Approval of the Settlement; (c) notice of the Settlement and the process to allow exclusions or objections have been provided in a manner approved by the Court; (d) the Court has granted Final Approval of the settlement and enters a Final Judgment; and (e) either (i) no appeal has been taken from the Final Approval or Final Judgment as of the date on which all times to appeal or seek permission to appeal therefrom have expired, or (ii) an appeal or other review proceeding of the Final Approval or Final Judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to further review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Approval and Final Judgment in all material respects. Notwithstanding the above, any appeal or other proceeding seeking the modification or reversal of any service award to Plaintiffs or award of attorneys’ fees, costs, or expenses shall not affect whether a judgment in this matter is final or any other aspects of the Final Approval order for purposes of satisfying the Effective Date defined herein.

10. “Final Approval” means the Order of the Court granting final approval of the Settlement Agreement pursuant to Federal Rule of Civil Procedure 23(e).

11. “Final Approval Hearing” or “Fairness Hearing” means the hearing at which the Court will consider final approval of the Settlement, to be set on a date after the Objection and Opt-Out Deadlines.

12. “Final Judgment” has the meaning specified in Paragraph 90.
13. “Notice Program” means the notice program described in Section V.
14. “Notice Issuance Date” means the date on which the Notice Program commences, which shall be within thirty days of Preliminary Approval.
15. “Objection Deadline” means 75 days from the Notice Issuance Date.
16. “Opt-Out Deadline” means 75 days from the Notice Issuance Date.
17. “Parties” means Wawa and Plaintiffs.
18. “Plaintiffs” or “Named Plaintiffs” or “Class Representatives” means Kenneth Brulinski, Kelly Donnelly Bruno, Amanda Garthwaite, Marisa Graziano, Tracey Lucas, Marcus McDaniel, Joseph Muller, April Pierce, Nicole Portnoy, Nakia Rolling, Eric Russell, Michael Sussman, and Charmissha Tingle. For purposes of this Agreement only, these terms also include Kasan Laster, the Plaintiff who filed a proposed class action related to the Data Security Incident on January 6, 2020 in the Superior Court of New Jersey in Burlington County, captioned as *Laster v. Wawa, Inc.*, No. BUR-L-000037-20.
19. “Plaintiffs’ Counsel” or “Class Counsel” or “Co-Lead Counsel” or “Interim Co-Lead Counsel” means the law firms of Berger Montague, PC; Chimicles Schwartz Kriner & Donaldson-Smith LLP; Fine, Kaplan and Black, R.P.C.; and Nussbaum Law Group, P.C.
20. “Period of the Data Security Incident” means the time period between March 4, 2019 and December 12, 2019 inclusive of the beginning and ending dates.
21. “Preliminary Approval” means the Court’s Order preliminarily approving the Settlement.
22. “Reasonable Proof of a Transaction” means reasonable proof of a transaction on a credit or debit card at a Wawa store or fuel pump during the Period of the Data Security Incident,

as reflected in a receipt issued by Wawa, bank statement or other document, including a printed bank statement or credit card statement, screen shot from a banking or credit card company website or mobile app, or other document that verifies the date of the transaction, and the fact that it occurred at a Wawa store or fuel pump.

23. “Released Claims” has the meaning specified in Paragraph 96.

24. “Released Parties” has the meaning specified in Paragraph 96.

25. “Releasor” means the Class Representatives and each and every Settlement Class Member; each of their respective current and former heirs, executors, administrators, and assigns; and anyone claiming by or through any of the foregoing.

26. “Settlement” means the negotiated settlement memorialized in this Settlement Agreement.

27. “Settlement Administrator” means KCC LLC, a company experienced in administering class action settlements generally and processing claims like those contemplated in this Agreement.

28. “Settlement Class” means: All residents of the United States who used a credit or debit card at a Wawa location at any time during the Period of the Data Security Incident of March 4, 2019 through December 12, 2019. Excluded from the Settlement Class are Wawa’s executive officers and the Judge to whom this case is assigned.

29. “Settlement Class Member” or “Class Member” means any person or entity who falls within the “Settlement Class” definition above and does not timely and properly opt out of the Settlement Class.

30. “Settlement Website” means a dedicated website created and maintained by the Settlement Administrator that will contain relevant documents and information about the

Settlement, including this Settlement Agreement, the Long Form Notice of the Settlement, and the Claim Form, among other things.

31. “Wawa” or “Defendant” shall mean Wawa, Inc., a privately held company incorporated in New Jersey with its principal place of business in Wawa, Pennsylvania.

32. “Wawa’s Counsel” means the law firm of Morgan, Lewis & Bockius LLP.

33. “Wawa Gift Card” means, for purposes of this Agreement, an e-gift card distributed electronically via email through which the consideration being made available to members of Tier One and Tier Two, defined below, shall receive their direct settlement benefits from Wawa. The Wawa Gift Cards shall be fully transferable, shall be usable by printing or by display on a phone through a mobile app or otherwise, shall not expire in less than one year, and shall be usable toward the purchase of any item (including fuel if the fuel purchase is completed inside a Wawa store) sold at Wawa stores, excluding cigarettes and other tobacco or nicotine delivery products. Wawa Gift Cards shall be usable multiple times if the initial transaction is less than their full face value.

II. CERTIFICATION OF SETTLEMENT CLASS AND COOPERATION

34. Wawa hereby agrees not to object to or oppose any motion by Plaintiffs consistent with this Settlement Agreement to certify for purposes of settlement only that the Settlement Class meets the requirements of Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, and, subject to Court approval, that the Settlement Class set forth in Paragraph 28 shall be certified for settlement purposes. By agreeing not to object to or oppose any such motion, Wawa does not agree that the Settlement Class meets the Rule 23 requirements for purposes of a litigation class, and reserves all rights to oppose the certification of any class in the event this Settlement is not finally approved.

35. Wawa shall cooperate to the extent reasonably necessary in connection with Plaintiffs' Counsel's motions for Preliminary Approval and Final Approval of the Settlement and related matters, including with respect to objections and appeals if necessary, to effectuate and implement the terms and conditions of this Agreement.

III. BENEFITS TO SETTLEMENT CLASS MEMBERS

36. **Compensation to Settlement Class Members and Plan of Allocation.** Subject to the terms of this Settlement Agreement, Wawa shall provide the following compensation to Settlement Class Members who submit a valid Claim Form as properly determined by the process described herein. Each Class Member is entitled to compensation in one Tier only and will be required to select a Tier when a claim is submitted. If a Class Member submits multiple Claim Forms for more than one Tier, the higher tier Claim Form will determine the amount of benefit the Class Member receives. Each Class Member will be entitled to one payment in their respective Tier, regardless of the number of payment cards they used at Wawa during the Period of the Data Security Incident, and regardless of the number of transactions that occurred within that time period.

a. Tier One

- i. Tier One will consist of Settlement Class Members who made a credit or debit card transaction at any Wawa convenience store or gas pump location between March 4, 2019 and December 12, 2019.
- ii. Tier One claimants must complete the Tier One Claim Form attached hereto as Exhibit "A" and as required by the Claim Form: (a) submit with the Claim Form Reasonable Proof of a Transaction at Wawa; and (b) attest under penalty of perjury on the Claim Form that they spent some amount of time after March 4, 2019 monitoring their accounts as a result of the Data Security Incident.
- iii. Class Members may sufficiently attest to spending time monitoring their accounts by checking a box on the Claim Form and signing the Claim Form under penalty of perjury.

- iv. Tier One claimants need not have experienced an actual or attempted fraudulent transaction to be eligible for Tier One relief.
- v. Any claimant who submits a Tier One Claim Form that does not contain sufficient requisite proof will be notified by the Claims Administrator of any deficiencies and given a reasonable opportunity to cure those deficiencies.
- vi. Tier One claimants will be entitled to a **\$5 Wawa Gift Card**. Total claims in Tier One are subject to a **\$6 million cap** and a **\$1 million floor**. If the total value of Tier One claims does not reach the \$1 million floor, the value of Wawa Gift Cards distributed to Tier One claimants will be increased on a *pro rata* basis such that the \$1 million floor is reached. If the total value of valid claims in Tier One exceeds \$6 million, the value of Wawa Gift Cards distributed to Tier One claimants will be decreased on a *pro rata* basis such that the aggregate of all Wawa Gift Cards in Tier One totals \$6 million.

b. Tier Two

- i. Tier Two will consist of Settlement Class Members who experienced an actual or attempted fraudulent transaction after March 4, 2019 on a credit or debit card they used at any Wawa convenience store or gas pump location between March 4, 2019 and December 12, 2019.
- ii. Tier Two claimants must complete the Tier Two Claim Form attached hereto as Exhibit "A" and as required by the Claim Form: (a) submit with the Claim Form Reasonable Proof of a Transaction at Wawa; (b) submit reasonable proof of an actual or attempted fraudulent transaction on the same card account post-dating the Wawa purchase, or a reversal of a fraudulent transaction that occurred after the date of purchase; and (c) attest under penalty of perjury by check box and signing the Claim Form that they spent time to monitor their accounts or spent time otherwise associated with the fraudulent transaction.
- iii. Reasonable forms of proof of an actual or attempted fraudulent transaction or reversal of a fraudulent transaction may include a bank statement, credit card statement or a screen shot from a bank account or credit card account on a website or mobile app showing a reversal of a fraudulent transaction, police report of a reported fraudulent transaction, email or other correspondence to or from a bank or credit card company about a disputed or fraudulent transaction, or any other reasonable documentation that demonstrates a transaction was fraudulent or reversed after having been recognized, or identified by the customer or a bank or credit card company as potentially fraudulent.
- iv. Tier Two claimants will be entitled to a **\$15 Wawa Gift Card**. Total claims in Tier Two are subject to a **\$2 million cap** and no floor. If the total value of valid claims in Tier Two exceeds \$2 million, the value of Wawa Gift Cards distributed to Tier Two claimants will be decreased on a pro rata basis such that

the aggregate of all Wawa Gift Cards in Tier Two totals \$2 million.

- v. Any claimant who submits a Tier Two claim that does not contain all of the requisite proof for Tier Two will be notified by the Claims Administrator and given a reasonable opportunity to cure the deficiencies. A claimant who, after a reasonable opportunity to cure, can only demonstrate their eligibility for membership in Tier One, will be automatically eligible for the \$5 Wawa Gift Card being made available to Tier One members, subject to the potential adjustment in Section 36(a)(vi).

c. Tier Three

- i. Tier Three will consist of Settlement Class Members who have actual out-of-pocket monetary damages in connection with an actual or attempted fraudulent transaction reasonably attributable to the Data Security Incident.
- ii. Tier Three claimants must complete the Tier Three Claim Form attached hereto as Exhibit "A" and as required by the Claim Form: (a) submit with the Claim Form Reasonable Proof of a Transaction at Wawa during the Period of the Data Security Incident; (b) submit reasonable proof of an actual or attempted fraudulent transaction on the same card account post-dating the Wawa purchase, or a reversal of a fraudulent transaction that occurred after the date of purchase; and (c) submit reasonable proof of the resulting actually incurred out-of-pocket expense(s).
- iii. Out-of-pocket expenses may include, but are not limited to, actual money spent or lost because of unreimbursed fraud charges, bank fees, replacement card fees, late fees from transactions with third parties that were delayed due to fraud or card replacements, credit freeze fees, parking expenses or transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement payment card, and other expenses reasonably attributable to the Data Security Incident.
- iv. Reasonable proof of an actual or attempted fraudulent transaction is as described in Tier Two above.
- v. Reasonable proof of actually incurred out-of-pocket damages may include a receipt, bank statement or credit card statement, screen shot from a bank account or credit card account, email or other correspondence with a merchant or vendor, or any other reasonable form of documentary proof that establishes the existence, date and amount of actual out-of-pocket monetary damages reasonably attributable to the Data Security Incident.
- vi. Tier Three claimants will be entitled to a cash payment (not a Wawa Gift Card) equal to their actually incurred out-of-pocket expenses up to **\$500**. Total claims in Tier Three are subject to a **\$1 million cap** and no floor. If the total value of

valid claims in Tier Three exceeds \$1 million, the amount of individual distributions to Tier Three claimants will be decreased on a pro rata basis such that the aggregate of all Tier Three claims totals \$1 million.

- vii. Any claimant who submits a Tier Three claim that does not contain all of the requisite proof for Tier Three and who, after a reasonable opportunity to cure, can only demonstrate their eligibility for membership in Tier One or Tier Two, will be automatically eligible for the Wawa Gift Card being made available to members of the Tier in which the claimant can demonstrate membership.

37. In order to be timely, Settlement Class Members must submit their claims by the Claims Filing Deadline.

38. **Injunctive Relief.** Wawa acknowledges that providing benefits to its valued customers, including those in the Settlement Class, was a factor in Wawa's decision to strengthen its data security systems to minimize the likelihood of future data security incidents which could affect Wawa customers. By point of reference, at a Board meeting in February 2020 addressing the Data Security Incident, the Wawa Board authorized \$25 million to improve Wawa's data security posture. To date, more than \$20 million has been committed or spent. Wawa further acknowledges that it would not have agreed to have the actions reflected in this Settlement Agreement imposed as a court order in the absence of the filing of the Consumer Track Action (including the pre-consolidation Complaints).

39. The Parties agree that the injunctive relief set forth below and Wawa's improvements to its data security posture is valued at no less than \$35 million.

40. For a period of two years following the Effective Date of the Settlement, Wawa agrees to:

- a. Retain a qualified security assessor on an annual basis to assess compliance with PCI-DSS requirements and issue a Report on Compliance that evidences compliance with all such requirements;
- b. Conduct annual penetration testing and remediate critical vulnerabilities or implement compensating controls where feasible;

- c. Operate a system that is designed to encrypt payment card information and complies with Europay, Mastercard, and Visa (“EMV”) security procedures at the point of sale terminals in Wawa stores;
- d. Operate a system that implements EMV security procedures at the point of sale terminals at Wawa fuel pumps; and
- e. Maintain written information security programs, policies, and procedures.

41. The foregoing measures will be the subject of informal discovery conducted by Class Counsel, which may be by offers of proof from Wawa’s Counsel. Wawa’s Counsel shall provide Class Counsel with semi-annual updates (or less frequently if agreed upon by Class Counsel) during the two-year period in which it will implement these measures in accordance with this Agreement.

IV. SETTLEMENT ADMINISTRATION

42. The Parties have agreed to request that the Court appoint KCC LLC as the Settlement Administrator.

43. The Settlement Administrator will cooperate with and assist Wawa and Class Counsel with the Notice Program to be implemented in accordance with the terms of this Settlement Agreement and any orders of the Court.

44. The Settlement Administrator will administer and update the Settlement Website in accordance with the terms of this Settlement Agreement. Class Counsel and Wawa’s Counsel will agree on the format and content of the Settlement Website, and may agree to add information to the Settlement Website, so that it provides Class Members with accurate and timely information.

45. The Settlement Administrator will conduct Claims Administration services in accordance with the terms of the Settlement Agreement and as is typical in a settlement of this

nature. The Settlement Administrator shall also conduct any additional processes jointly agreed to by Class Counsel and Wawa's Counsel, subject to the Court's supervision and direction as circumstances may require.

46. The Settlement Administrator shall, among other things: administer the claims submission and review process; document the number and type of claims submitted by Settlement Class Members; provide an automated call center that may include an option to request to be put in contact with one of the Interim Lead Counsel firms for more information and that will give callers the Wawa customer service number to call with any non-settlement related inquiries to Wawa's customer service center; identify and follow up on deficient claims to give class members an opportunity to provide the necessary information; reject claims that appear to be duplicative based on the name, address, email address, and documentation provided; report to the Parties as requested regarding claims administration; permit the Parties to review and obtain supporting documentation as needed; update the Settlement Website and otherwise communicate with Class Members regarding claims administration procedures and deadlines; and prepare reports of its proposed and final determinations as to each claim in each settlement tier.

47. The Settlement Administrator may, at any time, request from each claimant, in writing, additional information as the Settlement Administrator may reasonably require in order to evaluate the claim, e.g., documentation requested on the Claim Form, and information regarding the claimed fraudulent transactions. For all claims, the Settlement Administrator's initial review will be limited to a determination of whether the claim is duplicative of another claim.

48. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid,

the Settlement Administrator shall request additional information from the claimant and give the claimant thirty (30) days to cure the defect before rejecting the claim. The Settlement Administrator shall request any Claim Form supplementation within thirty (30) days of receipt of such Claim Form. In the event of unusual circumstances interfering with compliance with the 30-day cure period, the claimant may request and, for good cause shown (illness, military service, absence from the United States, delivery failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the 30-day deadline in which to comply. However, in no event shall the deadline be extended to later than three months after the Claims Filing Deadline without express approval from the Parties. If the defect is not cured within the required period, then the claim will be deemed invalid and Wawa shall have no obligation to pay the claim.

49. On a bi-weekly basis, the Settlement Administrator shall make the claims it has accepted and that are not duplicative available electronically to Class Counsel and Wawa's Counsel. Within one month of the Claims Filing Deadline, the Settlement Administrator shall make all such claims available to Class Counsel and Wawa's Counsel. Class Counsel shall undertake a reasonable review of each claim to determine whether it meets the requirements of this Settlement Agreement, contains all of the required information on the Claim Form, and provides what appears to be the required documentation. Class Counsel may reject as invalid any claim that does not meet the foregoing requirements by notifying the Settlement Administrator and Wawa's Counsel. Within 30 days of the Claims Filing Deadline, Class Counsel shall then certify to Wawa's Counsel that any claims not rejected meet the requirements of this paragraph. Wawa's Counsel may audit any or all of the claims so certified and may, within 30 days after Class Counsel's certification, raise issues with any claims for discussion

with Class Counsel. The parties shall meet and confer in good faith to resolve any disputed claims and shall, within 75 days after the Claims Filing Deadline either: (a) inform the Settlement Administrator of which accepted claims should be rejected; or (b) seek a ruling from the Court on any remaining disputed claims. The accepted claims not rejected by this process shall be the “Approved Claims.” The Parties mutually agree to extend these deadlines if the circumstances dictate that a reasonable extension is warranted.

50. Within one month after Class Counsel and Wawa’s Counsel complete the process above, the Settlement Administrator shall provide Class Counsel and Wawa’s Counsel with a final list of the Approved Claims for each Tier together with each approved claimant’s name, address, email address, and access to the Claim Form and related documentation submitted by the claimant. Wawa, the Settlement Administrator, and the third-party vendor assisting Wawa with distribution of the Wawa Gift Cards at Wawa’s expense shall work together to facilitate a commercially reasonable format for the transmission of this data. The Parties may mutually agree to extend this deadline if the circumstances dictate that a reasonable extension is warranted.

51. Within thirty (30) days of receiving the final report of approved claims for Tier One and Tier Two, Wawa will: (a) at its expense cause the Wawa Gift Cards to be distributed by email to those Settlement Class Members in Tier One and Tier Two on the final report of approved claims; and (b) make a payment as directed by the Settlement Administrator in the aggregate total amount of the accepted and approved Tier Three claims.

52. The Settlement Administrator will mail checks to Settlement Class Members in Tier Three within thirty (30) days of receiving payment from Wawa.

V. NOTICE TO SETTLEMENT CLASS MEMBERS

53. Subject to Court approval, the Parties agree that the following Notice Program provides reasonable notice to the Settlement Class.

54. Wawa represents that neither it nor its agents have information sufficient to identify and provide mail or email notice to Settlement Class Members.

55. As part of the Notice Program, the following events shall occur on or before the Notice Issuance Date:

- a. Long Form Notice as set forth in Exhibit “B,” as approved or modified by the Court, will be posted on the Settlement Website. The Long Form Notice shall contain links to the Claim Forms and other information about how Settlement Class Members can submit claims. In addition to being linked in the Long Form Notice, the Claim Form and all Settlement documents will additionally be posted as standalone documents on the Settlement Website. Wawa will also post a link to the Settlement Website on its website during the claims process period.
- b. Wawa will post signs announcing the Settlement at all Wawa store locations, both in-store (at or near the Point of Sale payment card machines) and at or near the payment card equipment on all fuel dispensers, for a period of four consecutive weeks. The content and layout of the signs shall be as attached in Exhibit “C” (the “Store Notice”). The Store Notice will include a QR or other code that can be scanned and will direct customers to the Settlement Website and Long Form Notice, which will contain hyperlinks to the Claim Forms, when scanned using a smartphone or other device that recognizes QR codes.
- c. Wawa will issue a press release, to, at minimum, reach the geographic region of all states in which Wawa has locations, at its expense, on behalf of Wawa, the Plaintiffs and the Settlement Administrator, announcing the Settlement and directing Settlement Class Members to the Settlement Website, complete with a link to the Settlement Website. The content of the press release will be as set forth in Exhibit “D,” as approved or modified by the Court (the “Press Release”).

VI. OPT-OUT PROCEDURE

56. Any person or entity in the Settlement Class shall have the right to opt out of the

Settlement Class and not participate in the Settlement, as provided for in the Preliminary Approval Order. Requests to opt out of the Settlement Class (“Opt-Out Requests”) can only be made on behalf of a single person or entity who is in the Settlement Class; mass exclusion requests shall not be valid.

57. In order to be timely, Opt-Out Requests must be postmarked on or before the Opt-Out Deadline and addressed to the Settlement Administrator. Opt-Out Requests postmarked or otherwise submitted after the Opt-Out Deadline will not be valid.

58. The Long Form Notice shall inform each person in the Settlement Class of the right to opt out of the Settlement Class and not to be bound by this Settlement Agreement if, by the Opt-Out Deadline, the individual completes, signs, and timely submits an Opt-Out Request to the Settlement Administrator at the address set forth in the Notice.

59. For an Opt-Out Request to be valid, it must:

- a. State the full name, address, telephone number, and email address (if any) of the person or entity who is opting out;
- b. Contain the personal and original signature of the person or entity opting out (or the original signature of a person previously authorized by law, such as a trustee, guardian or person acting under a power of attorney, to act on behalf of the person or entity who is opting out); and
- c. Clearly state the person’s or entity’s intent to be excluded from the Settlement Class and to waive all rights to the benefits of the Settlement.

60. The Settlement Administrator shall promptly inform Class Counsel and Wawa of all Opt-Out Requests received and provide a copy of each Opt-Out Request to Class Counsel and Wawa’s Counsel.

61. If a person or entity submits both a Claim Form and a request to opt out, the person or entity will be deemed to have waived and withdrawn the request to opt out and shall be treated as a Settlement Class Member for all purposes. The Settlement Administrator will notify

the Settlement Class Member.

62. All persons and entities in the Settlement Class who submit timely and valid Opt-Out Requests in the manner set forth in Paragraph 59 above, referred to herein as “Opt-Outs,” shall receive no compensation under the Settlement, shall gain no rights from the Settlement, shall not be bound by the Settlement and the Release, and shall have no right to object to the Settlement.

63. All Settlement Class Members who do not request to opt out of the Settlement Class in the manner set forth in Paragraph 59 above shall be bound by the terms of this Settlement Agreement, including the Release contained below in Section XIII, and any judgment entered thereon, regardless of whether the Settlement Class Member files a Claim Form or receives any benefits from the Settlement.

64. An Opt-Out Request that does not fully comply with the requirements set forth in Paragraph 59 above, or that is not timely submitted or postmarked, shall be invalid and the person submitting such request shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and any judgment entered thereon. The Settlement Administrator will notify the Settlement Class Member.

65. Within ten (10) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Class Counsel and to Wawa’s Counsel a complete list of all timely and valid Opt-Out Requests (the “Opt-Out List”).

66. The Opt-Out List shall be filed with the Court in connection with Plaintiffs’ motion for Final Approval of the Settlement and shall be referenced in the Final Judgment.

VII. OBJECTIONS TO THE SETTLEMENT

67. Any Settlement Class Member who wishes to object to the proposed Settlement

must submit a timely written and valid notice that complies with the requirements of this Agreement (an “Objection”) by the Objection Deadline.

68. To be deemed valid, the Objection must meet the following requirements:
 - a. Contain the objecting Settlement Class Member’s full name, address, telephone number, and email address (if any);
 - b. Contain the objecting Settlement Class Member’s signature;
 - c. Set forth information identifying the objector as a Settlement Class Member, including proof that the objector is within the definition of the Settlement Class;
 - d. In accordance with Fed. R. Civ. P. 23(e)(5)(A), the Objection must “state with specificity the grounds for the objection”;
 - e. Set forth any legal support for the Objection that the objector believes is applicable;
 - f. Include copies of any documents the objector wishes to submit in support of the Objection;
 - g. In accordance with Fed. R. Civ. P. 23(e)(5)(A), the Objection “must state whether it applies only to the objector, to a specific subset of the class, or to the entire class”;
 - h. Identify all counsel representing the objector (if any);
 - i. State whether the objector and/or the objector’s counsel intend to appear at the Final Approval Hearing; and
 - j. Include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector’s counsel has filed an objection to any proposed class action settlement in the past five (5) years.

69. A Settlement Class Member seeking to object must send the objection as described in paragraph 68 above to: (a) the Court; and (b) the Settlement Administrator. The Settlement Administrator shall promptly provide copies of all objections received to Class Counsel and Counsel for Wawa. If Counsel for Wawa or Class Counsel receive an objection that does not appear to have been sent to the other or the Settlement Administrator, said counsel shall

send it to the other counsel and to the Settlement Administrator.

70. In order to be timely, objections must be postmarked on or before the Objection Deadline.

71. The Parties will have the same right to seek discovery from any objecting Settlement Class Member as they would if the objector was a party in the Consumer Track Action, including the right to take the objector's deposition.

72. If a person in the Settlement Class who objects to the settlement also submits a request to opt out, either before or after the objection, the objection will be deemed withdrawn and void. The Settlement Administrator will notify the person.

73. Any Settlement Class Member who fails to comply in full with the requirements for objecting set forth in this Settlement Agreement, the Notice, and any applicable orders of the Court shall waive any rights he or she may have to raise any objection to the Settlement, shall not be permitted to object to the Settlement at the Final Approval Hearing, shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and shall be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Consumer Track Action.

74. The exclusive means for any challenge to the Settlement shall be through the objection provisions set forth in this section. Without limiting the foregoing, any challenge to the Settlement, the order preliminarily approving the Settlement, the order granting Final Approval of the Settlement, or the Final Judgment to be entered upon Final Approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through any other form of challenge.

VIII. ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

A. Service Awards

75. Class Counsel will petition the Court for a \$1,000 service award (“Service Award”) for each of the thirteen Class Representatives named in the Consolidated Class Action Complaint. The Service Awards are intended to recognize the Class Representatives for their time and efforts in the litigation and commitment on behalf of the Settlement Class.

76. Class Counsel will also petition for a \$1,000 Service Award for plaintiff Kasan Laster, who was the proposed Class Representative in the consumer action relating to the Data Security Incident brought against Wawa in the Superior Court of New Jersey Law Division – Burlington County. *See Laster v. Wawa, Inc.*, No. BUR-L-000037-20. The *Laster* Action was stayed pending the resolution of this federal case. Upon entry of a Final Judgment in this case, the parties in the *Laster* Action will jointly seek dismissal of that case with prejudice.

B. Attorneys’ Fees and Costs

77. Class Counsel will petition the Court for an award of attorneys’ fees, litigation expenses, Service Awards, and Settlement Administration costs, not to exceed \$3,200,000 in the aggregate (the Order granting such award or any portion thereof is herein referred to as the “Fees and Costs Award.”).

78. Wawa shall cooperate with Class Counsel, if and as necessary, in providing information Class Counsel may reasonably request from Wawa in connection with preparing the petition.

79. If approved by the Court, the \$3,200,000 amount will be paid by Wawa as directed by the Court and set forth in Section IX below.

80. Class Counsel shall have the discretion to allocate any Court-approved attorneys’ fees and expenses among themselves and the other Plaintiffs’ firms that performed common

benefit work in the Consumer Track.

81. Wawa will also be responsible for all costs associated with its obligations to: (i) distribute Wawa Gift Cards to claimants as described in Paragraph 36; (ii) create signs and QR codes and post them at all Wawa locations as described in Paragraph 55; (iii) issue a press release as described in Paragraph 55; and (iv) cooperate with Class Counsel and the Settlement Administrator in implementing the terms of this Agreement, including, but not limited to, cooperating with regard to notice to Settlement Class Members in compliance with the Notice Program.

82. The Parties agree that Wawa will not in any event or circumstance be required to pay any amounts to Plaintiffs or Class Counsel for Service Awards and attorneys' fees, costs, and expenses in excess of the amounts identified above in Paragraphs 36 and 77.

83. The Parties further agree that the amount(s) of the Service Awards, and of any award of attorneys' fees, costs, or expenses, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No order of the Court, or modification, reversal, or appeal of any order of the Court, concerning the amount(s) of the service awards or any attorneys' fees, costs, or expenses, ordered by the Court to be paid to Class Counsel or Plaintiffs, shall affect whether the Final Judgment is final, or constitute grounds for cancellation or termination of the Settlement.

IX. PAYMENTS BY WAWA

84. Within ten (10) business days of entry of an order by the Court granting Preliminary Approval of the Settlement and in the manner directed by Plaintiffs' Counsel, Wawa shall pay the sum of \$73,885.00 (the "First Deposit") to the Settlement Administrator to cover Settlement Administration costs as may be approved by the Court.

85. Within twenty (20) days of the Effective Date or twenty (20) days of the Fees and Costs Award, whichever is later, Wawa shall wire-transfer the difference between the First Deposit and the amount approved by the Fees and Costs Award, but in no event more than \$3.2 million minus First Deposit (the “Final Fees and Costs Payment”) to an account as directed by Interim Co-Lead Counsel. The Second Deposit will be used to pay up to a total of \$3,200,000 (inclusive of the \$73,885.00 in the paragraph above) in Service Awards, attorneys’ fees, costs, expenses and Settlement Administration costs as may be approved by the Court.

86. Within twenty (20) business days of receiving the final report from the Settlement Administrator of valid Tier Three claims as described in Paragraph 50, Wawa will wire-transfer the total amount to be paid to Tier Three claimants to an account as directed by Interim Lead Counsel. The funds will be distributed to the Settlement Administrator to valid Tier Three Claimants.

X. SETTLEMENT APPROVAL PROCESS

87. As soon as practicable after execution of this Settlement Agreement, Plaintiffs shall file a motion requesting entry of a Preliminary Approval Order in the form attached as Exhibit “E” that:

- a. Preliminarily approves the Settlement;
- b. Preliminarily certifies the Settlement Class for settlement purposes only, pursuant to Paragraph 34;
- c. Appoints Class Counsel;
- d. Appoints Plaintiffs as the Class Representatives;
- e. Finds that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to Settlement Class Members;
- f. Appoints the Settlement Administrator in accordance with the provisions of Section IV and directs it to conduct Claims Administration services in

accordance with the provisions of this Settlement Agreement;

- g. Approves and directs the Notice Program to inform Settlement Class Members of the Settlement;
- h. Approves the Opt-Out and Objection procedures as detailed in this Settlement Agreement;
- i. Schedules a Final Approval Hearing at least 150 days after the Notice Date to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court; and
- j. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

88. Within ten (10) days of the filing of the Motion for Preliminary Approval, or such earlier time as this Settlement Agreement is filed with the Court, Wawa shall provide notice to state Attorneys General or others as required by the Class Action Fairness Act, 28 U.S.C. § 1715(b).

XI. FINAL APPROVAL HEARING AND FINAL JUDGMENT

89. Plaintiffs shall request that a Final Approval Hearing be scheduled to consider the Settlement, which shall be at least 150 days from the Notice Issuance Date.

90. Plaintiffs shall, following entry by the Court of an order granting Preliminary Approval of this Settlement and implementation of the Notice Program, file a motion for Final Approval of the Settlement seeking entry of an order granting Final Approval and entering Final Judgment in a form substantially similar to the form attached hereto as Exhibit "F". The proposed order granting Final Approval and the Final Judgment shall:

- a. Approve finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure, and direct its consummation according to its terms and conditions;
- b. Determine that the Notice Program constituted, under the circumstances, the most effective and best practicable notice of this Settlement and the Fairness

Hearing, and constituted due and sufficient notice for all other purposes to all persons entitled to receive notice;

- c. Confirm the appointment of Plaintiffs as Class Representatives and Class Counsel as Co-Lead Class Counsel;
- d. Direct that the Consumer Track Action be dismissed with prejudice and, except as explicitly provided for in this Agreement, without costs;
- e. Order the Release by all Releasers of all Released Claims against all Released Parties;
- f. Permanently enjoin all Releasers from pursuing any Released Claims against any Released Parties in any litigation or other forum;
- g. Reserve to the United States District Court for the Eastern District of Pennsylvania exclusive jurisdiction over the Settlement, this Agreement, enforcement of Court orders relating to the Settlement and this Agreement, and the administration and consummation of this Settlement; and
- h. Determine under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay, and direct that the final judgment of dismissal as to Wawa shall be entered.

XII. TERMINATION OF THIS SETTLEMENT AGREEMENT

91. Each Party shall have the right (but not the obligation) to terminate this Settlement Agreement if: (a) the Court denies preliminary approval of the Settlement; (b) the Court denies Final Approval of the Settlement; (c) the Court denies entry of the Final Judgment or enters Final Judgment that differs materially from the Final Judgment contemplated by this Settlement Agreement; or (d) the Final Judgment does not become final and the Effective Date does not occur because a higher court reverses final approval by the Court.

92. Wawa shall have the right (but not the obligation) to terminate this Settlement if the total number of Opt-Outs exceeds 2,000 members of the Settlement Class. The date for purposes of calculating the occurrence of the condition permitting termination under this paragraph shall be ten (10) days after the Opt-Out Deadline or ten (10) days after any opt-outs

are allowed by the Court or agreed upon by the parties even though they were submitted after the Opt-Out Deadline.

93. If a Party elects to terminate this Settlement under this Section, that Party must provide written notice to the other Party's counsel, by email within twenty (20) days of the occurrence of the condition(s) permitting termination or at any time when the condition(s) permitting termination continues to exist.

94. Nothing shall prevent Plaintiffs or Wawa from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement. In the event such appellate proceedings result, by order of the appellate court or by an order after remand or combination thereof, in the entry of an order(s) whereby the Settlement is approved in a manner substantially consistent with the substantive terms and intent of this Settlement Agreement, and dismissing all claims in the Consumer Track Action with prejudice, and otherwise meeting the substantive criteria of the Settlement Agreement for approval of the Settlement, such order shall be treated as a Final Approval Order.

95. If the Settlement Agreement is terminated or disapproved, or if the Effective Date does not occur for any reason, then: (i) this Settlement Agreement and all orders entered in connection therewith shall be rendered null and void; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Consumer Track Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*; and (iii) all Parties shall be deemed to have reverted to their respective positions and status in the Consumer Track Action as of September 14, 2020 (the day before the settlement in principle was reached at the parties' mediation) and

shall jointly request that a new case schedule be entered by the Court.

XIII. RELEASE

96. Upon the Effective Date, each Releasor shall release, discharge, and covenant not to sue Wawa, its past or present parents, subsidiaries, divisions, affiliates, stockholders, officers, directors, insurers, employees, agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, and purchasers of each of the foregoing) (“Released Parties”) from all claims, demands, judgments, actions, suits and/or causes of action, whether federal or state, known or unknown, asserted or unasserted, regardless of legal theory, arising in any way from or in any way related to the facts, activities, or circumstances alleged in the Consolidated Class Action Complaint or arising from or related in any way to the Data Security Incident, up to the Effective Date of the Settlement Agreement, but excluding any claims by any Wawa employee, former Wawa employee or dependent thereof that a social security number or bank account used for payroll direct deposit of the Wawa employee, former Wawa employee, or dependent thereof has been compromised (the “Release” or “Released Claims”).

97. Each Releasor hereby expressly waives and releases, upon this Settlement Agreement becoming final, any and all provisions, rights, or benefits conferred by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Each Releasor shall further be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to Section 1542 of the

California Civil Code. Each Named Plaintiff and Settlement Class Member may hereafter discover facts other than or different from those that it, he, or she knows or believes to be true with respect to the Released Claims. Nevertheless, each Named Plaintiff and Settlement Class Member hereby expressly waives and fully, finally, and forever settles and releases, upon this Settlement becoming final, the Released Claims, whether any Released Claim is known or unknown, suspected or unsuspected, contingent or non-contingent, concealed or hidden, and also forever waives and relinquishes any and all rights and benefits existing under any law or principle of law in any jurisdiction that would limit or restrict the effect or scope of the provisions of the Release set forth above without regard to the subsequent discovery or existence of other different facts.

98. The Release set forth herein shall not release any claims, whether pending or not, whether known or unknown, for product liability, personal injury, breach of warranty, violation of the Uniform Commercial Code, civil rights, or any other claims whatsoever that were not or could not have been alleged in the Consumer Track Action that are not related to the subject matter of the Consumer Track Action. Nor shall the Release constitute a release of claims arising out of any breach of the terms of this Settlement Agreement by Wawa.

99. Upon the Effective Date, Wawa shall release Plaintiffs, Settlement Class Members, and their counsel from any claims relating to the institution, prosecution, or settlement of the Consumer Track Action, except for claims arising out of breach or enforcement of this Agreement.

IV. MISCELLANEOUS PROVISIONS

100. The Parties acknowledge that this Settlement Agreement is entered into and will be consummated as contemplated herein at a time of unprecedented uncertainty arising from the

global COVID-19 pandemic. The pandemic has had a dramatic impact on Wawa and the Class Members. The Parties acknowledge that the future course of the pandemic is unknown and could present challenges to the procedures contemplated by this Settlement Agreement. In the event an obligation or process contemplated by this Settlement Agreement cannot feasibly be performed because of the pandemic and its related effects, the Parties shall discuss it as contemplated below regarding dispute resolution, with both Wawa and the Consumer Plaintiffs having the right to seek relief from the Court.

101. The Parties agree that any dispute relating to this Settlement Agreement will be presented to and discussed between the Parties and their counsel in the first instance. If the Parties and their counsel reach an impasse, the matter shall be presented to and discussed with the Honorable Diane M. Welsh (Ret.) of JAMS. In the event an impasse remains after such discussions, any disputes will be resolved by the Court.

102. The United States District Court for the Eastern District of Pennsylvania shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or regarding the applicability of this Agreement, subject to the dispute resolution provision set forth in Paragraph 101.

103. This Agreement shall be governed by and interpreted according to the substantive laws of Pennsylvania, without regard to its choice of law or conflict of laws principles.

104. Nothing in this Settlement Agreement shall be construed as an admission of liability in any action or proceeding, of any kind whatsoever, civil, criminal, or otherwise, before any court, administrative agency, regulatory body, or any other body or authority, present or future, by Wawa or any Released Party.

105. This Agreement constitutes the entire agreement among Plaintiffs (and the other Releasors) and Wawa (and the other Released Parties) pertaining to the settlement of the Consumer Track Action against Wawa (and the other Released Parties) only, and supersedes any and all prior contemporaneous understandings of Plaintiffs and Wawa in connection herewith. In entering into this Agreement, Plaintiffs and Wawa have not relied upon any representation or promise made by Plaintiffs or Wawa not contained in this Agreement.

106. This Agreement may be modified or amended only by a writing executed by Plaintiffs and Wawa, subject to Court approval where required.

107. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasors and Released Parties. Without limiting the generality of the foregoing: (a) each and every covenant and agreement made herein by Plaintiffs or Plaintiffs' Counsel shall be binding upon all Settlement Class Members and Releasors; and (b) each and every covenant and agreement made herein by the Released Parties shall be binding upon all Released Parties.

108. This Agreement may be executed in counterparts by Plaintiffs' Counsel and Wawa's Counsel, and an electronically-scanned (in either .pdf or .tiff format) signature will be considered an original signature for purposes of execution of this Agreement.

109. To the extent that any time period set out in this Settlement Agreement is ambiguous, said ambiguity shall be resolved by applying the conventions contained in Rule 6 of the Federal Rules of Civil Procedure.

110. The headings in this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.

111. Neither Wawa nor Plaintiffs, nor any of them, shall be considered to be the drafter

of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

112. Nothing expressed or implied in this Agreement is intended to or shall be construed to confer upon or give any person or entity other than Class Members, Releasors, Wawa, and Released Parties any right or remedy under or by reason of this Agreement.

113. Where this Agreement requires any party to provide notice or any other communication or document to any other party, such notice, communication, or document shall be provided by electronic mail or overnight delivery to:

For the Settlement Class:

Sherrie R. Savett
Berger Montague, PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
ssavett@bm.net

Roberta D. Liebenberg
Fine, Kaplan and Black, R.P.C.
One South Broad Street, 23rd Floor
Philadelphia, PA 19107
rliebenberg@finekaplan.com

Benjamin F. Johns
Chimicles Schwartz Kriner & Donaldson-Smith LLP
One Haverford Centre
361 Lancaster Avenue
Haverford, PA 19041
bfj@chimicles.com

Linda P. Nussbaum
Nussbaum Law Group, P.C.
1211 Avenue of the Americas, 40th Floor
New York, NY 10036-8718
lnussbaum@nussbaumpc.com

For Wawa:

Gregory T. Parks
Ezra D. Church
Kristin M. Hadgis
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
gregory.parks@morganlewis.com
ezra.church@morganlewis.com
kristin.hadgis@moganlewis.com

with a copy to:

Wawa, Inc.
General Counsel
260 West Baltimore Pike
Wawa, PA 19063
Michael.Eckhardt@wawa.com

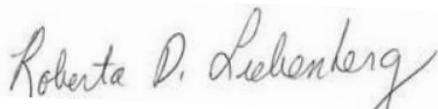
114. Each of the undersigned signatories represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, subject to Court approval.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

ACCEPTED AND AGREED:



Sherrie R. Savett
Berger Montague, PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
ssavett@bm.net



Roberta D. Liebenberg
Fine, Kaplan and Black, R.P.C.
One South Broad Street, 23rd Floor
Philadelphia, PA 19107
rliebenberg@finekaplan.com

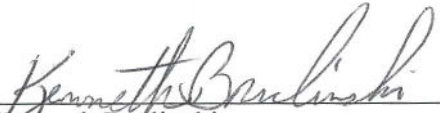



Benjamin F. Johns
Chimicles Schwartz Kriner & Donaldson-Smith LLP
One Haverford Centre
361 Lancaster Avenue
Haverford, PA 19041
bfj@chimicles.com



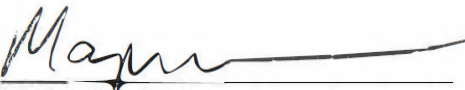
Linda P. Nussbaum
Nussbaum Law Group, P.C.
1211 Avenue of the Americas, 40th Floor
New York, NY 10036-8718
lnussbaum@nussbaumpc.com

COUNSEL FOR PLAINTIFFS AND THE SETTLEMENT CLASS

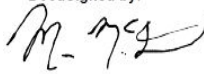

Kenneth Brulinski

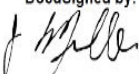

Kelly Donnelly Bruno

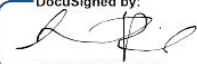

Amanda Garthwaite


Marisa Graziano


Tracey Lucas

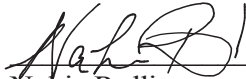
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April Pierce



Nicole Portnoy



Nakia Rolling

DocuSigned by:



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Eric Russell



Michael Sussman



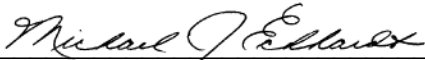
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Kasan Laster

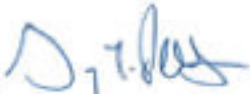
PLAINTIFFS

Wawa, Inc., by:



By: Michael J. Eckhardt
Title: Senior Vice President

DEFENDANT



Gregory T. Parks
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
gregory.parks@morganlewis.com

COUNSEL FOR DEFENDANT WAWA, INC.

EXHIBIT A

WAWA SETTLEMENT CLAIM FORM

TIER ONE

\$5 Wawa Gift Card

Instructions: Please enter your contact information and supporting documentation as explained below. You can submit a claim form with documentation by clicking below, by emailing them to info@WawaConsumerDataSettlement.com, by visiting the settlement website at www.WawaConsumerDataSettlement.com, or by mailing the claim form and documentation to the Settlement Administrator at the address below.

This Tier One Claim Form relates to a Settlement concerning a data security incident involving debit and credit cards used to make purchases at Wawa convenience stores and fuel pumps (“Data Security Incident”) between March 4, 2019 and December 12, 2019 (“Period of the Security Incident”).

Please fill out this Tier One Claim Form and then submit it online or by mail if you: (a) used a credit or debit card to make a purchase at a Wawa convenience store or fuel pump at any time during the March 4, 2019 to December 19, 2019 Period of the Security Incident; (b) did not experience fraud or attempted fraud on your payment card; and (c) spent at least some time monitoring your payment card or other accounts as a result of the Data Security Incident. You will receive a Wawa e-gift card via email if you fill out this Claim Form, the Settlement is approved, and you are found to be eligible for a benefit.

The Settlement Notice describes your legal rights and options. To obtain the Settlement Notice and find more information regarding the Settlement, please visit the official Settlement website, www.WawaConsumerDataSettlement.com, or call toll-free (866) 817-4934. **Claim forms must be submitted online or postmarked by XXX.** You can submit your claim electronically or mail a hard copy to the Settlement Administrator at:

Wawa Consumer Data Settlement
P.O. Box 43502
Providence, RI 02940-3502

Please submit only one Settlement Claim per Settlement Class Member, regardless of the number of credit or debit cards the Settlement Class Member used at Wawa or the number of transactions that occurred.

1. CLASS MEMBER INFORMATION

Required Information:

First: _____ M: _____ Last: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____

Email Address*: _____

**If you do not have access to email but someone else can receive your Gift Card by email and send it to you, please fill in your information and that person's email address above.*

If you do not have access to email at all, please provide a telephone number where you may be contacted for further assistance: _____.

2. TIER ONE PAYMENT ELIGIBILITY INFORMATION

(A) In order to claim a payment, you must provide reasonable proof of an eligible purchase at Wawa using your payment card as set forth below:

Required: Enclose or upload reasonable proof of a transaction on your credit or debit card at a Wawa store or fuel pump during the Period of the Data Security Incident (March 4, 2019 to December 12, 2019). For example, you can submit a receipt issued by Wawa, a printed bank or credit card statement, a screen shot from a bank or credit card company website or mobile app, or another document that verifies the date of the transaction and that it was at a Wawa store or fuel pump. **(You may block out or cover up unrelated transactions and your account number.)**

Instructions: You can upload reasonable proof of a transaction at Wawa by first saving one of the above forms of documentation as a document or photo to your computer or smartphone (as a screenshot, .pdf, .jpg, .jpeg or other compatible file). Then, click the link below and search for and select the file from your device to upload that file as an attachment to your claim form.

[\[Upload Documents\]](#)

(B) In addition to submitting the required proof of a transaction at a Wawa location during the Period of the Security Incident, I attest, under penalty of perjury, as follows:

(Required). I attest that I spent some time after March 4, 2019 monitoring at least one of my accounts as a result of the Wawa Data Security Incident.

3. CERTIFICATION

I declare under penalty of perjury under the laws of the United States and the state where this Claim Form is signed that the information supplied in this Claim Form is true and correct to the best of my knowledge.

Print Name: _____

Signature: _____

Date: _____

Once you've completed all applicable sections, please submit this Claim Form with your supporting documentation by **XXX**, or print and mail this Claim Form and the required supporting documentation to the address provided below, postmarked by **XXXXX**.

Wawa Consumer Data Settlement
P.O. Box 43502
Providence, RI 02940-3502

SUBMIT

WAWA SETTLEMENT CLAIM FORM

TIER TWO

\$15 Wawa Gift Card

Instructions: Please enter your contact information and supporting documentation as explained below. You can submit a claim form with documentation by clicking below, by emailing them to info@WawaConsumerDataSettlement.com, by visiting the settlement website at www.WawaConsumerDataSettlement.com, or by mailing the claim form and documentation to the Settlement Administrator at the address below.

This Tier Two Claim Form relates to a Settlement concerning a data security incident involving debit and credit cards used to make purchases at Wawa convenience stores and fuel pumps (“Data Security Incident”) between March 4, 2019 and December 12, 2019 (“Period of the Security Incident”).

Please fill out this Tier Two Claim Form and then submit it online or by mail if you: (a) used a credit or debit card to make a purchase at a Wawa convenience store or fuel pump at any time during the Period of the Security Incident; (b) can provide documentation of an actual or attempted fraudulent transaction on your payment card in connection with the Data Security Incident; and (c) spent at least some time dealing with the actual or attempted fraudulent transaction or monitoring your payment card or other accounts. If you do so, you will receive a Wawa e-gift card via email if the Settlement is approved and you are found to be eligible for a benefit.

The Settlement Notice describes your legal rights and options. To obtain the Settlement Notice and find more information regarding the Settlement, please visit the official Settlement website, www.WawaConsumerDataSettlement.com, or call toll-free (866) 817-4934. **Claim forms must be submitted online or postmarked by XXX.** You can submit your claim electronically or mail a hard copy to the Settlement Administrator at:

Wawa Consumer Data Settlement
P.O. Box 43502
Providence, RI 02940-3502

Please submit only one Settlement Claim per Settlement Class Member, regardless of the number of credit or debit cards the Settlement Class Member used at Wawa or the number of transactions that occurred.

1. CLASS MEMBER INFORMATION

Required Information:

First: _____ M: _____ Last: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____

Email Address*: _____

**If you do not have access to email but someone else can receive your Gift Card by email and send it to you, please fill in your information and that person's email address above.*

If you do not have access to email at all, please provide a telephone number where you may be contacted for further assistance: _____.

2. TIER TWO PAYMENT ELIGIBILITY INFORMATION

(A) In order to claim a payment, you must provide reasonable proof of an eligible purchase at Wawa using your payment card as set forth below:

Required: Enclose reasonable proof of a transaction on your credit or debit card at a Wawa store or fuel pump during the Period of the Data Security Incident (March 4, 2019 to December 12, 2019). For example, you can submit a receipt issued by Wawa, a printed bank or credit card statement, a screen shot from a bank or credit card company website or mobile app, or another document that verifies the date of the transaction and that it was at a Wawa store or fuel pump. **(You may block out or cover up unrelated transactions and your account number.)**

Instructions: You can upload reasonable proof of a transaction at Wawa by first saving one of the above forms of documentation as a document or photo to your computer or smartphone (as a screenshot, .pdf, .jpg, .jpeg or other compatible file). Then, click the link below and search for and select the file from your device to upload that file as an attachment to your claim form.

[Upload Documents](#)

(B) In addition to submitting the required proof of a transaction at a Wawa store or fuel pump during the Period of the Security Incident, you must submit reasonable proof that there was an actual or attempted fraudulent transaction on the same debit or credit card account after the Wawa purchase you documented in Section A above. Reasonable forms of proof of an actual or attempted fraudulent transaction may include a screen shot, photocopy, PDF, or photo of a bank or credit card statement showing that your bank or credit card company refused or reversed a transaction that occurred on the same account, a police report of a reported fraudulent transaction, email or other correspondence to or from the bank or credit card company about a fraudulent transaction, or any other reasonable documentation that demonstrates that there was an actual or attempted fraudulent transaction on the same account after the Wawa transaction you documented in Section A above.

Instructions: You can upload reasonable proof of an actual or attempted fraudulent transaction by first saving one of the above forms of documentation as a document or photo to your computer or smartphone (as a screenshot, .pdf, .jpg, .jpeg or other compatible file). Then, click the link below and search for and select the file from your device to upload that file as an attachment to your claim form.

[Upload Documents](#)

(C) In addition to submitting the required proof of a transaction at a Wawa location during the Period of the Security Incident, and proof of actual or attempted fraud, I attest, under penalty of perjury, as follows:

(Required). I attest that I spent some time after March 4, 2019 monitoring at least one of my accounts or taking other actions because of an actual or attempted fraudulent transaction on a debit or credit card after I used that card at Wawa during the Period of the Security Incident.

3. CERTIFICATION

I declare under penalty of perjury under the laws of the United States and the state where this Claim Form is signed that the information supplied in this Claim Form is true and correct to the best of my knowledge.

Print Name: _____

Signature: _____

Date: _____

Once you've completed all applicable sections, please submit this Claim Form with your supporting documentation by **XXX**, or print and mail this Claim Form and the required supporting documentation to the address provided below, postmarked by **XXXXX**.

Wawa Consumer Data Settlement
P.O. Box 43502
Providence, RI 02940-3502



WAWA SETTLEMENT CLAIM FORM

TIER THREE

Reimbursement of Out-of-Pocket Costs up to \$500

Instructions: Please enter your contact information and supporting documentation as explained below. You can submit a claim form with documentation by clicking below, by emailing them to info@WawaConsumerDataSettlement.com, by visiting the settlement website at www.WawaConsumerDataSettlement.com, or by mailing the claim form and documentation to the Settlement Administrator at the address below.

This Tier Three Claim Form relates to a Settlement concerning a data security incident involving debit and credit cards used to make purchases at Wawa convenience stores and fuel pumps (“Data Security Incident”) between March 4, 2019 and December 12, 2019 (“Period of the Security Incident”).

Please fill out this Tier Three Claim Form and then submit it online or by mail if you used a credit or debit card to make a purchase at a Wawa convenience store or fuel pump at any time during the Period of the Security Incident and can provide reasonable documentary proof of money you lost or spent in connection with an actual or attempted fraudulent transaction on that same card that is reasonably attributable to the Data Security Incident. If you do so, you will receive a check for your out-of-pocket expenses, up to a total of \$500, if the Settlement is approved and you are found to be eligible for reimbursement.

The Settlement Notice describes your legal rights and options. To obtain the Settlement Notice and find more information regarding the Settlement, please visit the official Settlement website, www.WawaConsumerDataSettlement.com, or call toll-free (866) 817-4934. **Claim forms must be submitted online or postmarked by XXX.** You can submit your claim electronically or mail a hard copy to the Settlement Administrator at:

Wawa Consumer Data Settlement
P.O. Box 43502
Providence, RI 02940-3502

Please submit only one Settlement Claim per Settlement Class Member, regardless of the number of credit or debit cards the Settlement Class Member used at Wawa or the number of transactions that occurred.

1. CLASS MEMBER INFORMATION

Required Information:

First: _____ M: _____ Last: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____

Email Address: _____

2. TIER THREE PAYMENT ELIGIBILITY INFORMATION

(A) In order to claim a payment, you must provide reasonable proof of an eligible purchase at Wawa using your payment card as set forth below:

Required: Enclose reasonable proof of a transaction on your credit or debit card at a Wawa store or fuel pump during the Period of the Data Security Incident (March 4, 2019 to December 12, 2019). For example, you can submit a receipt issued by Wawa, a printed bank or credit card statement, a screen shot from a bank or credit card company website or mobile app, or another document that verifies the date of the transaction and that it was at a Wawa store or fuel pump. **(You may block out or cover up unrelated transactions and your account number.)**

Instructions: You can upload reasonable proof of a transaction at Wawa by first saving one of the above forms of documentation as a document or photo to your computer or smartphone (as a screenshot, .pdf, .jpg, .jpeg or other compatible file). Then, click the link below and search for and select the file from your device to upload that file as an attachment to your claim form.

[Upload Documents](#)

(B) In addition to submitting the required proof of a transaction at a Wawa store or fuel pump during the Period of the Security Incident, you must submit reasonable proof that there was an actual or attempted fraudulent transaction on the same debit or credit card account after the Wawa purchase you documented in Section A above. Reasonable forms of proof of an actual or attempted fraudulent transaction may include a screen shot, photocopy, PDF, or photo of a bank or credit card statement showing that your bank or credit card company refused or reversed a transaction that occurred on the same account, a police report of a reported fraudulent transaction, email or other correspondence to or from the bank or credit card company about a fraudulent transaction, or any other reasonable documentation that demonstrates that there was an actual or attempted fraudulent transaction on the same account after the Wawa transaction you documented in Section A above.

Instructions: You can upload reasonable proof of an actual or attempted fraudulent transaction by first saving one of the above forms of documentation as a document or photo to your computer or smartphone (as a screenshot, .pdf, .jpg, .jpeg or other compatible file). Then, click the link below and search for and select the file from your device to upload that file as an attachment to your claim form.

[Upload Documents](#)

(C) In addition to submitting the required proof of a Wawa transaction during the Period of the Security Incident and a later actual or attempted fraudulent transaction on the same card, you must submit proof of any out-of-pocket monetary loss you are claiming as an expense or loss reasonably attributable to the Data Security Incident.

Examples: Out-of-pocket expenses may include, but are not limited to, actual money spent or lost because of unreimbursed fraud charges, bank fees, replacement card fees, late fees from transactions with third parties that were delayed due to fraud or card replacements, credit freeze fees, parking expenses or transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement payment card, and other expenses reasonably attributable to the Data Security Incident.

Required: Submit reasonable proof of the resulting out-of-pocket expense(s) described above. Reasonable proof of out-of-pocket damages may include a receipt, bank statement or credit card statement, screen shot from a bank account or credit card account, email or other correspondence with a merchant or vendor, or any other reasonable form of documentary proof that establishes the existence, date and amount of actual

out-of-pocket monetary damages reasonably attributable to the Data Security Incident.

Instructions: You can upload reasonable proof of an out-of-pocket expense(s) by first saving one of the above forms of documentation as a document or photo to your computer or smartphone (as a screenshot, .pdf, .jpg, .jpeg or other compatible file). Then, click the link below and search for and select the file from your device to upload that file as an attachment to your claim form.

[Upload Documents](#)

3. CERTIFICATION

I declare under penalty of perjury under the laws of the United States and the state where this Claim Form is signed that the information supplied in this Claim Form is true and correct to the best of my knowledge.

Print Name: _____

Signature: _____

Date: _____

Once you've completed all applicable sections, please submit the Claim Form with the supporting documentation by **XXX**, or print and mail this Claim Form and the required supporting documentation to the address provided below, postmarked by **XXXXX**.

Wawa Consumer Data Settlement
P.O. Box 43502
Providence, RI 02940-3502

SUBMIT

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re Wawa, Inc. Data Security Litigation, No. 19-cv-6019-GEKP (E.D. Pa.)

IF YOU USED A CREDIT OR DEBIT CARD AT ANY WAWA CONVENIENCE STORE OR FUEL PUMP BETWEEN MARCH 4, 2019 AND DECEMBER 12, 2019, YOU MAY BE PART OF A CLASS ACTION SETTLEMENT

You can access and submit a Claim Form by clicking on one of the three links in the chart below

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

Wawa, Inc. (“Wawa”) has agreed to pay up to \$9 million in cash and Gift Cards to settle a class action lawsuit regarding a data security incident Wawa announced in December 2019. As previously announced, between March 4, 2019 and December 12, 2019 (the “Period of the Security Incident”), cybercriminals accessed Wawa’s computer systems and obtained customers’ cardholder information, including credit and debit card numbers, card expiration dates, and cardholder names on payment cards that were used at Wawa stores or fuel pumps during that time period (the “Data Security Incident”). This settlement resolves claims on behalf of all customers who used their credit or debit cards at Wawa during the Period of the Security Incident (the “Settlement”). In addition to the Gift Cards and monetary compensation described below, Wawa has implemented and agreed to further implement significant data security enhancements, collectively valued at no less than \$35 million. Wawa has denied the allegations made by the plaintiffs in these cases.

Settlement Class

The Settlement Class consists of all customers who reside in the United States and who used a credit or debit card at a Wawa convenience store or fuel pump at any time during the Period of the Security Incident. Excluded from the Class are Wawa’s executive officers and the Judge to whom the Lawsuit is assigned.

Summary of the Settlement Terms

The Settlement provides three alternative Tiers of relief to Class Members who submit a valid Claim Form:

CATEGORY	WHO IS ELIGIBLE	WHAT YOU CAN GET	HOW TO OBTAIN IT
Tier One	Customers who: (a) made a credit or debit card purchase at Wawa during the Period of the Security Incident; (b) did not suffer attempted or actual fraud on their card; and (c) spent at least some time monitoring their accounts as a result of the Data Security Incident.	Can receive a \$5 Wawa Gift Card	www.WawaConsumerDataSettlement.com
Tier Two	Customers who: (a) made a credit or debit card purchase at Wawa during the Period of the Security Incident; (b) can provide reasonable proof of an actual or attempted fraudulent charge on their card after that transaction; and (c) spent at least some time monitoring their accounts as a result.	Can receive a \$15 Wawa Gift Card	www.WawaConsumerDataSettlement.com
Tier Three	Customers who: (a) made a credit or debit card purchase at Wawa during the Period of the Security Incident; and (b) can provide reasonable documentary proof of money	Can receive cash reimbursement of up to \$500	www.WawaConsumerDataSettlement.com

Questions? Call (866) 817-4934 or visit www.WawaConsumerDataSettlement.com.

	they lost or spent out-of-pocket in connection with an actual or attempted fraudulent transaction on the card that is reasonably attributable to the Data Security Incident.		
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Class Members can receive relief from a single Tier only and may submit one claim form (regardless of the number of cards they used or transactions they made at Wawa during the Period of the Security Incident).

The Court in charge of this case still has to decide whether to approve the Settlement. If the Court approves the Settlement, Gift Cards or cash reimbursement will be sent after any appeals are resolved.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

Option 1: Submit a Claim Form to be Eligible for Compensation

If you timely submit a valid Claim Form by **XXXX**, you will receive compensation. You will also give up your right to sue Wawa regarding the Data Security Incident.

Option 2: Exclude Yourself From the Settlement

If you do not wish to receive compensation from the Settlement and you would like to retain the right to sue Wawa over the Data Security Incident on your own at your own expense and on an individual rather than a class basis, you will need to exclude yourself from the Class. You will get no monetary compensation from the Settlement. The deadline to exclude yourself (also called opting out) is **XXX**.

Option 3: Object to the Settlement

You have a right to stay in the Class and argue in a written objection that the Settlement should not be approved. You will still be bound by the Settlement if it is approved and you will not be allowed to exclude yourself from the Settlement. The deadline to object is **XXXX**. You can also ask to speak in Court about the fairness of the Settlement.

Option 4: Do Nothing

If you do nothing, you will not receive any payment. You will be bound by the Settlement's terms and will lose the right to sue Wawa regarding the Data Security Incident. All Class Members, however, will receive the benefit of Wawa's data security enhancements, regardless of whether or not they submit a Claim Form.

THE SETTLEMENT BENEFITS

1. What financial benefits are available to class members?

Class Members who submit valid and timely claims will be entitled to either a Wawa Gift Card or cash reimbursement of actual out-of-pocket expenses and losses.

There are three Tiers of compensation. You are entitled to compensation in only a single Tier and will be required to select the appropriate Tier when you submit a claim. You are only entitled to one payment, regardless of how many credit or debit cards you used at Wawa during the Period of the Security Incident or how many times you used your card at Wawa. In order to claim a payment, you must provide related documentation with your appropriate Tier Claim Form as set forth below.

TIER ONE

Class Members who made a credit or debit card purchase at any Wawa convenience store or fuel pump between March 4, 2019 and December 12, 2019 but experienced no actual or attempted fraudulent charge on their credit or debit card and must: (a) provide reasonable proof of such a purchase; and (b) attest that they spent some amount of time after March 4, 2019 monitoring their accounts as a result of the Data Security Incident.

Questions? Call (866) 817-4934 or visit www.WawaConsumerDataSettlement.com.

Reasonable proof of purchase may include:

- A bank statement or credit card statement;
- A screen shot from a banking or credit card company website or mobile app;
- A Wawa receipt; or
- Any other reasonable proof that verifies the date of the transaction and the fact that it was at a Wawa store or fuel pump.

Tier One claimants will be entitled to a **\$5 Wawa Gift Card**. Total Tier One compensation is subject to a \$6 million ceiling and \$1 million floor. That means that if the total value of all of the Gift Cards in Tier One would be more than \$6 million, each gift card will be reduced on a *pro rata* basis so that the total value distributed is \$6 million. If the total value of all of the Gift Cards in Tier One would be less than \$1 million, the value of each Gift Card will be increased on a *pro rata* basis until the total value distributed is \$1 million.

TIER TWO

Class Members who experienced an actual or attempted fraudulent transaction after March 4, 2019 on a credit or debit card they used at a Wawa convenience store or fuel pump during the Period of the Security Incident but have no out-of-pocket damages in connection with that actual or attempted fraudulent transaction are entitled to a Tier Two payment. Tier Two claimants must: (a) provide reasonable proof of a credit or debit card purchase at Wawa between March 4, 2019 and December 12, 2019; (b) provide reasonable proof of an actual or attempted fraudulent transaction on the card that occurred after that purchase; and (c) attest that they spent some amount of time after March 4, 2019 to monitor their accounts or otherwise deal with the fraudulent transaction.

Reasonable forms of proof of an actual or attempted fraudulent transaction may include:

- A bank statement or credit card statement;
- A screen shot from a bank account or credit card account on a website or mobile app;
- An email or other correspondence with the bank or credit card company;
- A police report; or
- Any other reasonable proof.

Reasonable proof may include proof of reversal of the fraudulent charge.

Tier Two claimants will be entitled to a **\$15 Wawa Gift Card**. Total Tier Two compensation is subject to a \$2 million ceiling and no floor. That means that if the total value of all of the Gift Cards in Tier Two exceeds \$2 million, each gift card will be reduced in value on a *pro rata* basis until the total value distributed is \$2 million.

TIER THREE

Class Members who experienced an actual or attempted fraudulent transaction on their credit or debit card and have actual out-of-pocket losses in connection with such actual or attempted fraudulent transaction reasonably attributable to the Data Security Incident are entitled to a Tier Three payment. Tier Three claimants must provide: (a) reasonable proof of a credit or debit card purchase at Wawa between March 4, 2019 and December 12, 2019; (b) reasonable proof of an actual or attempted fraudulent transaction on the same card after the Wawa purchase, or a reversal of a fraudulent transaction that occurred after the date of purchase; and (c) reasonable proof of the resulting actual out-of-pocket expense(s) or loss.

Actual out-of-pocket expenses and losses may include, but are not limited to:

- Unreimbursed fraud charges;
- Bank fees;
- Replacement card fees;

Questions? Call (866) 817-4934 or visit www.WawaConsumerDataSettlement.com.

- Late fees from transactions with third parties that were delayed due to fraud or card replacements;
- Credit freeze fees;
- Parking expenses or transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement card; or
- Other expenses reasonably attributable to the Data Security Incident.

Reasonable forms of proof of an out-of-pocket expense may include:

- A receipt;
- A bank statement or credit card statement;
- A screen shot from a bank account or credit card account;
- An email or other correspondence with a bank, credit card issuer, merchant or vendor;
- A police report; or
- Any other reasonable form of proof.

Acceptable forms of proof of a Wawa purchase and an actual or attempted fraudulent transaction are described in Tier One and Tier Two above.

Tier Three claimants will be entitled to a cash payment (not a Wawa Gift Card) equal to their out-of-pocket expenses or losses **up to \$500**. Tier Three compensation is subject to a \$1 million ceiling and no floor. That means that if the aggregate value of valid claims exceeds \$1 million, the amount of individual distributions will be reduced on a *pro rata* basis.

Each Class Member is only entitled to make one claim, regardless of how many debit or credit cards they used at Wawa during the Period of the Security Incident and regardless of how many times they used the card at Wawa. Class Members are not entitled to more than one form of recovery.

2. What data security improvements has Wawa agreed to implement?

For a period of two years after the Settlement is approved by the Court, Wawa agrees to an injunction which requires it to: (a) retain a qualified security assessor on an annual basis to assess compliance with payment card industry requirements and issue a Report on Compliance evidencing compliance with all requirements; (b) conduct annual penetration testing and remediate critical vulnerabilities or implement compensating controls; (c) encrypt payment card information and comply with EMV security procedures at point of sale terminals in Wawa stores; (d) implement EMV security procedures at Wawa fuel pumps; and (e) maintain written information security programs, policies, and procedures. These enhancements, along with other enhancements made prior to the settlement and attributed in part to this litigation, are valued at no less than \$35 million. Class Members do not need to submit a claim form in order to receive this benefit under the settlement.

3. How does the Wawa Gift Card work?

Wawa will email electronic Wawa Gift Cards to Class Members at the email address provided in the Claim Form for members of Tier One and Tier Two. If Class Members do not have an email account of their own, they can provide an alternative email account of a friend or family member who can receive the electronic Gift Card on that Class Member's behalf. The Gift Card will be in electronic form and can either be scanned in-store directly from a Class Member's smartphone or may be printed out and scanned in hard copy. The Gift Cards shall be fully transferable, shall not expire in less than one year, and shall be usable toward the purchase of any item (including fuel paid for inside the store) sold at Wawa stores or fuel pumps, other than cigarettes and other tobacco or nicotine products. The Wawa Gift Cards may be used multiple times if the initial transaction is less than their full face value.

Questions? Call (866) 817-4934 or visit www.WawaConsumerDataSettlement.com.

HOW TO GET BENEFITS

4. How do I get my Gift Card or cash compensation?

To receive a Gift Card or cash payment, you must complete and submit the appropriate Tier Claim Form with supporting documentation. Claim Forms are available on this website: www.WawaConsumerDataSettlement.com, by clicking the links at the beginning of this Notice, or you may have one mailed to you by calling 1-866-817-4934. Claim Forms will also be accessible by scanning a QR code at all Wawa locations between [dates], which will link to the Settlement Website containing hyperlinks to the Claim Forms. Read the instructions carefully, fill out the Claim Form, and submit it online by **Month Day, 2021** or print it out and mail it postmarked no later than **Month Day, 2021** to:

Wawa Consumer Data Settlement
P.O. Box 43502
Providence, RI 02940-3502

Claim forms and supporting documentation can also be emailed to info@WAWAConsumerDataSettlement.com.

5. When will I receive my payment?

If you submit a complete, valid, and timely Claim Form, the Claims Administrator will send your Gift Card or cash payment to you after the Court grants final approval of the Settlement and any appeals have been exhausted. Please be patient as this process may take some time. Neither Wawa, the Claims Administrator, nor Class Counsel has control over how long it may take to receive your Gift Card or cash payment. The Claims Administrator may require additional information from any claimant if the original claim submission is deficient.

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

Unless you exclude yourself from the Settlement, you cannot sue Wawa for the Data Security Incident resolved by this Settlement. The specific claims you are giving up against Wawa are described in Section XIII of the Settlement Agreement. You will be “releasing” Wawa and all related people or entities as described in Section XIII of the Settlement Agreement. The Settlement Agreement is available at www.WawaConsumerDataSettlement.com.

The Settlement Agreement describes the released claims very specifically, so please read it carefully. If you have any questions, you can contact the law firms listed in Question 7 for free or you can consult your own lawyer at your own expense if you have questions about what the release means.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive compensation from this settlement, but you want to keep the right to sue Wawa on your own and at your own expense about the Data Security Incident, then you must take steps to get out of the Settlement Class. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the Settlement Class. If you opt out of the Settlement Class, you will not be bound by any judgment in this case. You must exclude yourself from the Settlement Class to pursue any other lawsuit against Wawa for the claims arising in this case. **IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT, YOU WILL NOT BE ENTITLED TO RECEIVE MONETARY COMPENSATION FROM THE SETTLEMENT.**

Questions? Call (866) 817-4934 or visit www.WawaConsumerDataSettlement.com.

7. How do I exclude myself from the Settlement Class?

To exclude yourself, you must send a letter by U.S. Mail saying you wish to do so. Your “Request for Exclusion” must include:

- The name of this lawsuit (*In re Wawa, Inc. Data Security Litigation (“Consumer Track”*), No. 19-cv-6019-GEKP (E.D. Pa.));
- Your name and address;
- A statement requesting exclusion from the Class; and
- Your signature

You must mail your Exclusion Request postmarked by **Month Day, 2020**, to:

Wawa Settlement Exclusions
P.O. Box 43502
Providence, RI 02940-3502

THE LAWYERS REPRESENTING YOU

8. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as “Class Counsel”: Sherrie R. Savett of Berger Montague, PC, 1818 Market Street, Suite 3600, Philadelphia, PA 19103; Benjamin F. Johns of Chemicles Schwartz Kriner & Donaldson-Smith LLP, 361 W. Lancaster Avenue, Haverford, PA 19041; Roberta D. Liebenberg of Fine, Kaplan and Black, R.P.C., One South Broad Street, 23rd Floor, Philadelphia, PA 19107; and Linda P. Nussbaum of Nussbaum Law Group, P.C., 1211 Avenue of the Americas, 40th Floor, New York, NY 10036. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

9. How will the lawyers be paid?

Class Counsel will ask the Court to award \$3.2 million for attorneys’ fees, litigation costs, and the cost of the third-party Claims Administrator. The attorneys’ fees will compensate Class Counsel for their role in obtaining both the monetary relief and improvements in Wawa’s data security practices. Class Counsel will also ask the Court to approve a \$1,000 service award for each of the 14 Class Representatives for their efforts in litigating this case on behalf of the Settlement Class. One of these Class Representatives was a plaintiff in a related case in New Jersey state court, which is included in this settlement. Any amount that the Court awards for these collective items will be paid directly by Wawa, and will not reduce the amount made available to compensate Class Members.

OBJECTING TO THE SETTLEMENT

10. How do I tell the Court that I do not like the Settlement?

You can object to the Settlement if you do not like it or some part of it and think that it should not be approved. The Court will consider your views. To do so, you must submit your written objection to the Clerk of Court and the Claims Administrator at the addresses below.

Your objection must include the following:

- The name of the lawsuit (*In re Wawa, Inc. Data Security Litigation (“Consumer Track”*), No. 19-cv-6019-GEKP (E.D. Pa.));
- Your full name, address, telephone number, e-mail address (if any), and signature;

Questions? Call (866) 817-4934 or visit www.WawaConsumerDataSettlement.com.

- Information confirming that you are a member of the Settlement Class (for example, proof of a credit or debit card purchase at a Wawa store or fuel pump during the Period of the Security Incident);
- The specific reasons for your objection;
- A statement as to whether your objection only applies to you, or to a specific subset of the class, or applies to the entire class;
- The names and addresses of all lawyers representing you in connection with the objection (if any);
- A statement as to whether you and/or your lawyer intend to appear at the Fairness Hearing; and
- A list, by case name, court, and docket number, of all other cases in which you and/or your lawyer(s) have filed an objection to any proposed class action settlement within the last five (5) years.

You may (but are not required to) include copies of any documents you wish to submit in support of your position, and any legal support for your objection that you believe is applicable.

You must mail the objection to both the Court and the Settlement Administrator at the following addresses, and it must be postmarked no later than **XXXX**:

THE COURT	SETTLEMENT ADMINISTRATOR
Office of the Clerk United States District Court for the Eastern District of Pennsylvania U.S. Courthouse 601 Market Street, Room 2609 Philadelphia, PA 19106	Wawa Settlement Objections P.O. Box 43502 Providence, RI 02940-3502

11. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court you do not like the Settlement and why you think it, or parts of it, should not be approved. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

FINAL APPROVAL HEARING

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

The Judge presiding over this matter, the Hon. Gene E.K. Pratter, will hold a Fairness Hearing at **_____ : _____ .m. on Month Day, 2021**, at the United States District Court for the Eastern District of Pennsylvania, located at the James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106, Courtroom 10613. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.WawaConsumerDataSettlement.com or call 1--866817-4934 for any updates about the hearing. The Court may also allow participation at this hearing via video or phone in light of the COVID-19 pandemic. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much Class Counsel will receive in attorneys' fees and expense reimbursement, payment for settlement administration costs, and the request for service awards for the Class Representatives. If there are timely objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing (see Question 10). After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

Questions? Call (866) 817-4934 or visit www.WawaConsumerDataSettlement.com.

13. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. You or your own lawyer are welcome to attend at your expense. If you send an objection, you do not have to come to the Court to talk about it. As long as you submitted your written objection on time and mailed it according to the instructions provided in Question 10, the Court will consider it.

If you want to speak at the Fairness Hearing, you must file an objection according to the instructions in Question 10.

IF YOU DO NOTHING

14. What happens if I do nothing?

If you do nothing, you will get no compensation from this Settlement and, if the Settlement is approved and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Wawa concerning the Data Security Incident.

GETTING MORE INFORMATION

15. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement, which is on the Settlement website at www.WawaConsumerDataSettlement.com. You may also send questions to Wawa Consumer Data Settlement, P.O. Box 43502, Providence, RI 02940-3502. You can also get a Claim Form at the website, by clicking the links at the beginning of this Notice, by scanning the appropriate QR code at a Wawa location which links directly to the Settlement Website, or by calling the toll-free number, 1-866-817-4934.

Please do not contact the Court or Wawa with questions about the Settlement. Visit the website or call the number listed above.

EXHIBIT C

Dear Wawa Customers,

If you used a credit or debit card at a Wawa store or fuel pump between March 4, 2019 and December 12, 2019, you may be able to participate in a recent class action settlement providing compensation related to the data security incident Wawa announced on December 19, 2019. For more information about the settlement and how you can participate, scan this code, visit [link], or call XXX-XXX-XXXX. The deadline for submitting claims is: X/X/2021.

Thank you for visiting us today.



Scan this code using the camera on your smartphone

QR Code

Dear Wawa Customers,

If you used a credit or debit card at a Wawa store or fuel pump between March 4, 2019 and December 12, 2019, you may be able to participate in a recent class action settlement providing compensation related to the data security incident Wawa announced on December 19, 2019. For more information about the settlement and how you can participate, scan this code, visit [link], or call XXX-XXX-XXXX. The deadline for submitting claims is: X/X/2021.

Thank you for visiting us today.



Scan this code using the camera on your smartphone

QR Code

EXHIBIT D

**Wawa and Attorneys for Consumers Announce Settlement
in Class Action Litigation Related to Data Security Incident Announced in 2019**

[INSERT DATE, LOCATION] – Wawa and a group of consumers today announced a settlement of litigation stemming from the data security incident Wawa previously announced in December of 2019.

The agreement announced today, which is subject to Court approval, resolves all customer claims related to that data security incident, which resulted from malware being discovered on Wawa payment processing servers. The malware affected customer payment card information used at most Wawa locations beginning at different points in time after March 4, 2019 and until it was contained on December 12, 2019. Customers who used a credit or debit card at Wawa stores or fuel pumps can participate in the settlement and obtain Wawa gift cards capped at \$8 million in aggregate, and cash reimbursements of out-of-pocket costs capped at \$1 million in aggregate. Settlement claims can be submitted by visiting www.WawaConsumerDataSettlement.com run by KCC LLC. The settlement also requires Wawa to implement and continue to maintain significant enhancements to its data security measures.

Counsel for the consumer class stated: “We feel this settlement is an excellent result for the class, providing a range of benefits to consumers. The settlement compensates three types of customers via different monetary awards – those who used their cards at Wawa and did not experience fraudulent charges on their cards and who spent time monitoring their payment card or other accounts, those who did experience fraudulent charges on their cards, and those who incurred out-of-pocket costs as a result of the data breach. The settlement also provides valuable remedial relief aimed at preventing similar breaches in the future.”

In response to the announced agreement, Wawa stated: “We are focused on a timely resolution for Wawa customers who may have been affected by this incident, and this settlement allows us to just do that. At Wawa, the people who come through our doors every day are not just customers, you are our friends and neighbors, and nothing is more important than honoring and protecting your trust. We can assure you that we have continued to and will work diligently to protect your information and enhance our cybersecurity resiliency.”

For more information, to submit a claim, or for contact information for Class Counsel, please visit www.WawaConsumerDataSettlement.com.

EXHIBIT E

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE WAWA, INC. DATA SECURITY
LITIGATION

Case No. 19-6019-GEKP

Class Action

This document relates to: Consumer Track

[Proposed]
ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT,
PROVISIONALLY CERTIFYING SETTLEMENT CLASS, AND DIRECTING THE
ISSUANCE OF NOTICE

WHEREAS, Plaintiffs Kenneth Brulinski, Kelly Donnelly Bruno, Amanda Garthwaite, Marisa Graziano, Tracey Lucas, Marcus McDaniel, Joseph Muller, April Pierce, Nicole Portnoy, Nakia Rolling, Eric Russell, Michael Sussman, and Charmissha Tingle (together, “Consumer Track Plaintiffs” or “Plaintiffs”) brought claims in this Court on behalf of themselves and all similarly situated persons, and have entered into a Settlement Agreement with Defendant Wawa, Inc. (“Wawa”) dated _____, 2021 (Dkt. ___) (the “Settlement Agreement”);

WHEREAS, plaintiff Kasan Laster brought a separate action in the Superior Court of New Jersey asserting claims that are substantially similar to those brought by the Consumer Track Plaintiffs, and that action, *Laster v. Wawa, Inc.*, No. BUR-L-000037-20, has been stayed pending the outcome of the settlement between Wawa and the Consumer Track Plaintiffs;

WHEREAS, on _____, 2021, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Plaintiffs filed the [Consumer Track Plaintiffs’ Motion for an Order Preliminarily Approving the Proposed Class Action Settlement, Provisionally Certifying the Settlement Class,

and Directing Notice to the Proposed Settlement Class] (Dkt. ____) and a memorandum of law in support of same (Dkt. ____) (together, the “Motion”); and

WHEREAS, unless otherwise defined herein, all capitalized terms have the same meanings as set forth in the Settlement Agreement;

NOW, IT IS HEREBY ORDERED AS FOLLOWS:

A. Preliminary Approval of the Settlement

1. The Court has assessed the fairness, reasonableness, and adequacy of the Settlement and finds that, at the final approval stage, the Court “will likely be able to” approve the Settlement under the criteria set forth in Federal Rule of Civil Procedure 23(e)(2), and certify the Settlement Class under the criteria set forth in Fed. R. Civ. P. 23(a) and 23(b)(3), and that therefore notice to Settlement Class Members is warranted.

2. The Court therefore preliminarily approves the Settlement on the terms set forth in the Settlement Agreement, subject to further consideration at the Final Approval Hearing. *See* Fed. R. Civ. P. 23(e)(1)(B)(i)-(ii).

B. Appointment of the Settlement Administrator

3. The Court has considered the background information related to the Settlement Administrator proposed by Plaintiffs, and hereby appoints KCC LLC to serve in this position. The Settlement Administrator shall conduct the settlement administration procedures set forth in the Settlement Agreement.

4. Pursuant to the Settlement Agreement, the cost of the Settlement Administrator’s services, and all other reasonable costs of settlement administration, shall be paid out of a lump sum fund that Wawa has agreed to pay for all of the following: settlement administration

services, any attorneys' fees and expenses awarded by the Court, and any service awards to Class Representatives that the Court may authorize.

C. Approval of the Settlement Notice and Notice Program

6. Pursuant to Rules 23(c)(2)(B) and 23(e)(1) of the Federal Rules of Civil Procedure, the Court approves the form, substance, and requirements of the Notice Program as defined and described in the Settlement Agreement, including the Claim Forms attached as Exhibit A to the Settlement Agreement, Long Form Notice attached as Exhibit B to the Settlement Agreement, Store Notice attached as Exhibit C to the Settlement Agreement, Press Release attached as Exhibit D to the Settlement Agreement, and the Settlement Website discussed in the Settlement Agreement. The Notice Program shall commence within thirty days of the entry of this Order.

7. The Long Form Notice reasonably explains Settlement Class Members' rights and responsibilities, and adequately details the nature of the action; the Settlement Class definition; how to file a claim; Settlement Class Members' rights to make an appearance with an attorney, request exclusion from the Settlement Class and object to the Settlement; the scope of the release of Wawa; and the binding effect of a Class judgment. *See* Fed. R. Civ. P. 23(c)(2)(B)(i)-(vii).

5. The Long Form Notice also explains that Class Counsel may request up to \$3,200,000 in the aggregate for attorneys' fees, reimbursement of expenses, the costs of settlement administration, and service awards of \$1,000 for each Class Representative.

6. The Court finds that the Notice Program approved by this Order meets the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, is reasonable, and constitutes the best notice practicable under the circumstances.

D. Provisional Certification of the Settlement Class

7. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court provisionally certifies, for settlement purposes only, the following Settlement Class:

All residents of the United States who used a credit or debit card at a Wawa location at any time during the Period of the Data Security Incident of March 4, 2019 through December 12, 2019. Excluded from the Settlement Class are Wawa's executive officers and the Judge to whom this case is assigned.

8. The Court finds, for settlement purposes only, that the Settlement Class meets all prerequisites for class certification under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, including: (a) the Settlement Class is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the representative parties are typical of the claims of the class; (d) Plaintiffs and their counsel are capable of fairly and adequately protecting the interests of the Settlement Class; (e) common questions of law and fact predominate over questions affecting only individual Settlement Class Members; and (f) certification of the Settlement Class is superior to other available methods for the fair and efficient resolution of the claims of Settlement Class Members. The Court adopts the reasoning set forth in Plaintiffs' memorandum of law in support of the motion for preliminary approval of the Settlement.

9. For settlement purposes only, the Court appoints Kenneth Brulinski, Kelly Donnelly Bruno, Amanda Garthwaite, Marisa Graziano, Tracey Lucas, Marcus McDaniel, Joseph Muller, April Pierce, Nicole Portnoy, Nakia Rolling, Eric Russell, Michael Sussman, Charmissha Tingle, and Kasan Laster as Settlement Class Representatives.

12. Pursuant to Federal Rule 23(g)(3), the Court appoints Sherrie Savett of Berger Montague PC, Benjamin Johns of Chimicles Schwartz Kriner & Donaldson-Smith LLP, Roberta Liebenberg of Fine, Kaplan and Black, R.P.C., and Linda Nussbaum of Nussbaum Law Group,

P.C. as Class Counsel. Class Counsel shall ensure that the Notice Program and Claims Administration services contemplated by the Settlement Agreement are implemented.

13. The Court approves the Opt-Out and Objection procedures detailed in the Settlement Agreement.

14. Any Class Members who wish to exclude themselves from the Settlement Class must follow the Opt-Out procedures described in the Long Form Notice, including filing any Opt-Out Request by the Opt-Out Deadline specified below. Any Class Members who exclude themselves from the Settlement Class are not eligible to object to the Settlement.

15. Any Settlement Class Members who wish to object to the Settlement must follow the objection procedures described in the Long Form Notice, including filing any Objection by the Objection Deadline specified below.

10. At least thirty (30) calendar days prior to the Final Approval Hearing, Wawa shall file with the Court proof of its compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715(b) as to service of notice of the proposed Settlement upon the appropriate state and federal officials.

11. Pursuant to Federal Rule 23(e)(2), the Court will hold a Final Approval Hearing on the date and time set forth below in Courtroom 10B of the United States Courthouse, 601 Market Street, Philadelphia, PA 19106 for the following purposes:

a. to determine whether the proposed Settlement is fair, reasonable, and adequate and should be granted final approval by the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure;

b. to determine whether the Settlement Class should be finally certified under Federal Rules of Civil Procedure 23(a) and 23(b)(3);

c. to determine whether a Final Judgment should be entered dismissing the claims of the Settlement Class against Defendant with prejudice, as required by the Settlement Agreement;

d. to consider the request for service awards to the Class Representatives;

e. to consider Class Counsel’s motion for an award of attorneys’ fees, litigation expenses, and payment of settlement administration expenses;

f. to consider any objections submitted by Settlement Class Members; and

g. to consider such other matters as the Court may deem appropriate.

E. Schedule for Motion for Final Approval and Final Approval Hearing

12. The Court establishes the following schedule for future settlement approval

events:

Event	Time for Compliance	Date
Creation of Settlement Website	30 days after entry of Preliminary Approval Order	_____, 2021
Notice Issuance Date	30 days after entry of Preliminary Approval Order	_____, 2021
Deadline for Class Counsel’s Application for Attorneys’ Fees, Expenses, and Service Awards for Settlement Class Representatives	90 days after entry of Preliminary Approval Order	_____, 2021
Opt-Out and Objection Deadline	105 days after entry of Preliminary Approval Order	_____, 2021
Claims Deadline	120 days after entry of Preliminary Approval Order	_____, 2021
Deadline for Motion in Support of Final Approval of Settlement	150 days after entry of Preliminary Approval Order	_____, 2021
Final Approval Hearing	No earlier than 180 days after entry of Preliminary Approval Order	_____, 2021 at _____ am/pm

BY THE COURT:

The Honorable Gene E.K. Pratter
United States District Judge

EXHIBIT F

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE WAWA, INC. DATA SECURITY
LITIGATION

Case No. 19-6019-GEKP

Class Action

This document relates to: Consumer Track

[Proposed]
FINAL ORDER AND JUDGMENT

AND NOW, this ____ day of _____, 2021, upon consideration of [Plaintiffs' Motion for Final Approval of Class Action Settlement] (Dkt. No. __) and [Plaintiffs' Motion for an Award of Attorneys' Fees, Reimbursement of Expenses, Service Awards, and Expenses of Settlement Administration] (Dkt. No. ____), and following a Final Approval Hearing held on _____, in accordance with Federal Rule of Civil Procedure 23, it is **ORDERED** that both Motions (Dkt. No. __ and Dkt. No. __) are **GRANTED** as outlined in this Order.

Based on the Court's review of the proposed Settlement Agreement between the Consumer Track Plaintiffs and Defendant Wawa, Inc. ("Wawa"), the entire record of this case, and the evidence presented at the Final Approval Hearing on this matter, the Court makes the following findings:

1. The Court has jurisdiction over the subject matter of this action.
2. Unless otherwise defined in this Order, all capitalized terms have the same meanings as set forth in the Settlement Agreement.

3. On December 19, 2019, Wawa disclosed a data security incident that allowed malware to access payment card information, including credit and debit card numbers, card expiration dates, and cardholder names, from debit and credit cards used at Wawa stores and fuel dispensers from March 4, 2019 until December 12, 2019 (the “Data Security Incident”). Several proposed class actions that Wawa customers filed against Wawa as a result of the Data Security Incident were consolidated in the “Consumer Track” in this Court.

4. Wawa and the Consumer Track Plaintiffs later entered into a Settlement Agreement at a mediation presided over by the Honorable Diane M. Welsh (Ret.) of JAMS. The settlement resolves the claims asserted in the Consumer Plaintiffs’ Consolidated Class Action Complaint (Dkt. 132) (hereinafter “Complaint”), including claims that the members of the proposed Settlement Class were harmed because Wawa failed to implement data security measures to adequately protect the sensitive, non-public payment card information entrusted to it by its customers.

5. On _____, 2021, the Court entered an order (Dkt. ___) (“Preliminary Approval Order”) that, among other things: (a) preliminarily approved the Settlement pursuant to Rule 23(e) of the Federal Rules of Civil Procedure; (b) provisionally certified a Settlement Class; (c) provisionally appointed Plaintiffs as Settlement Class Representatives; (d) provisionally appointed Class Counsel; (e) approved the form and manner of notice to the Settlement Class and directed that the Notice Program set forth in the Settlement Agreement be implemented; (f) set deadlines for filing settlement claims, objecting to the Settlement, and submitting requests for exclusion from the Settlement Class; (g) approved and appointed the Settlement Administrator; and (h) set the date for the Final Approval Hearing.

6. The Court has considered all the documents filed in support of the Settlement, all objections to the Settlement received by the Court, all exhibits and affidavits filed in this matter, all other papers and documents comprising the record herein, and all oral arguments presented to the Court at the Final Approval Hearing, and has fully considered all matters raised by the Parties.

7. Notice required by Fed. R. Civ. P. 23(c)(2)(B) and 23(e) has been provided in accordance with the Court's Preliminary Approval Order. Such notice constituted, under the circumstances, the best practicable notice of the Settlement, and constituted due and sufficient notice for all other purposes to all persons entitled to receive notice.

8. Wawa has filed papers with the Court indicating that it provided notification of the Settlement to the appropriate federal and state officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

9. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in that Agreement, for:

- a. a process for Settlement Class Members to submit claims for direct settlement benefits in the form of Wawa Gift Cards or reimbursement of certain out-of-pocket monetary expenses reasonably attributable to the Data Security Incident;
- b. injunctive relief regarding Wawa's data security policies and practices; and
- c. upon Court approval, payment of \$3.2 million by Wawa for:
 - i. the costs of settlement administration;
 - ii. service awards of up to \$1,000 to each of the Settlement Class Representatives, and

- iii. such attorneys' fees and reimbursement of expenses as may be awarded by the Court.

10. The Court, having reviewed the terms of the Settlement Agreement and considered the requirements of Federal Rule of Civil Procedure 23(e)(2), finds that:

- a. the Settlement is fair, reasonable and adequate;
- b. the Class Representatives and Class Counsel have adequately represented the interests of the Class;
- c. the Settlement was negotiated at arm's length by experienced counsel;
- d. the relief provided for the Class is adequate, taking into account:
 - i. the costs, risks, and delay of trial and appeal;
 - ii. the effectiveness of the proposed method of distributing relief to the Class, including the method of processing class-member claims;
 - iii. the terms of the requested award of attorneys' fees, including timing of payment; and
 - iv. the lack of any separate agreement to be identified under Rule 23(e)(3);
and
- e. the Settlement treats Class Members equitably relative to each other.

11. The Court grants final approval of the Settlement Agreement, including the plan of allocation, pursuant to Fed. R. Civ. P. 23(e) as fair, reasonable, and adequate within the meaning of Fed. R. Civ. P. 23, and directs the Parties to consummate the Settlement Agreement in accordance with its terms.

12. The Court certifies the following Settlement Class: "All residents of the United States who used a credit or debit card at a Wawa location at any time during the Period of the

Data Security Incident of March 4, 2019 through December 12, 2019. Excluded from the Settlement Class are Wawa's executive officers and the Judge to whom this case is assigned.”

13. The Court confirms the appointment of Kenneth Brulinski, Kelly Donnelly Bruno, Amanda Garthwaite, Marisa Graziano, Tracey Lucas, Marcus McDaniel, Joseph Muller, April Pierce, Nicole Portnoy, Nakia Rolling, Eric Russell, Michael Sussman, Charmissha Tingle, and Kasan Laster as the Settlement Class Representatives.

14. Pursuant to Federal Rule 23(g)(3), the Court confirms the appointment of Sherrie Savett of Berger Montague PC, Benjamin Johns of Chimicles Schwartz Kriner & Donaldson-Smith LLP, Roberta Liebenberg of Fine, Kaplan and Black, R.P.C., and Linda Nussbaum of Nussbaum Law Group, P.C. as Class Counsel for the Settlement Class.

15. The persons identified on Exhibit A to this Order submitted timely and valid requests to exclude themselves from the Settlement Class and therefore are excluded from the Settlement, shall receive no compensation under the Settlement, shall gain no rights from the Settlement, and shall not be bound by the Settlement or the Release.

16. As of the Effective Date as defined in the Settlement Agreement, Plaintiffs and the Settlement Class Members shall release Wawa and all Released Parties, as defined in the Settlement Agreement, from all claims, demands, judgments, actions, suits and/or causes of action, whether federal or state, known or unknown, asserted or unasserted, regardless of legal theory, arising in any way from or in any way related to the facts, activities, or circumstances alleged in the Consolidated Class Action Complaint or arising from or related in any way to the Data Security Incident, up to the Effective Date of the Settlement Agreement (the “Release” or “Released Claims”). All Releasers are enjoined from pursuing any Released Claims against any Released Parties in any litigation or other forum. The Release shall not release any claims,

whether pending or not, whether known or unknown, for product liability, personal injury, breach of warranty, violation of the Uniform Commercial Code, civil rights, or any other claims whatsoever that were not or could not have been alleged in the Consumer Track Action that are not related to the Data Security Incident or subject matter of the Consumer Track Action.

17. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the Settlement contained in the Settlement Agreement.

18. The Consumer Track Action is hereby dismissed with prejudice and, except as explicitly provided for in the Settlement Agreement, without costs to any party.

19. Plaintiffs filed a [Motion for Attorneys' Fees, Reimbursement of Expenses, Costs of Settlement Administration, and Service Awards] (Dkt. ____) requesting that this Court award the full \$3.2 million contemplated in the Settlement Agreement for the costs of settlement administration, service awards to the Settlement Class Representatives, and an award of attorneys' fees and reimbursement of expenses. The Court finds Plaintiffs' requests reasonable, grants the motion, and approves the payment by Wawa of a \$3.2 million lump to be used by Class Counsel for:

- a. Service Awards of \$1,000 to each of the 14 Settlement Class Representatives;
- b. Payment of the costs of settlement administration;
- c. Payment of attorneys' fees to Class Counsel; and
- d. Reimbursement of Class Counsel's reasonable litigation expenses.

20. Co-Lead Counsel shall have the discretion to allocate any attorneys' fees and expenses among themselves and other plaintiffs' counsel that performed common benefit work in the Consumer Track action, as set forth in the Settlement Agreement at ¶ 80.

21. In accordance with Fed. R. Civ. P. 23, this Final Approval Order and Judgment is a final order.

22. Under Fed. R. Civ. P. 54(b), the Court finds there is no just reason to delay the entry of final judgment in this matter and directs the Clerk to enter this order as the final judgment in this matter.

23. Without affecting the finality of this Final Approval Order and Judgment in any way, the United States District Court for the Eastern District of Pennsylvania shall retain jurisdiction over the Settlement, the Settlement Agreement, enforcement of Court orders relating to the Settlement and the Settlement Agreement, and the administration and consummation of the Settlement. The Court shall have exclusive jurisdiction over any suit, action, motion proceeding, or dispute arising out of or relating to the Settlement Agreement or the applicability of the Settlement Agreement that cannot be resolved by negotiation and agreement by the Parties.

BY THE COURT:

The Honorable Gene E.K. Pratter
United States District Judge

EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE WAWA, INC. DATA SECURITY
LITIGATION**

Case No. 19-6019-GEKP

Class Action

This document relates to: Consumer Track

**DECLARATION OF HON. DIANE M. WELSH (RET.) OF JAMS
IN SUPPORT OF PROPOSED CLASS SETTLEMENT**

I, Diane Welsh, hereby declare as follows:

1. I submit this Declaration in my capacity as the mediator of a proposed class settlement of the above-captioned class action brought by the Consumer Track Plaintiffs against Defendant Wawa, Inc. (“Wawa”).

2. I have been asked to provide this Declaration in support of preliminary and final approval of the proposed class action settlement that was negotiated under my supervision between the Consumer Track Plaintiffs and Wawa. As will be described in more detail below, the negotiations between the parties were extensive, hard fought, conducted at arm’s length, and were performed in good faith without collusion or other improper conduct.

3. I have personal knowledge of the facts stated herein from my role as the mediator of the settlement negotiations, and I am competent to testify to the matters set forth in this Declaration.

4. I served as a Magistrate Judge in the U.S. District Court for the Eastern District of Pennsylvania from 1994 to 2005. Thereafter, I became a mediator with JAMS. As a Magistrate Judge and JAMS neutral, I have successfully resolved over 5,000 matters covering virtually

every type of complex dispute. Most relevant here, I have substantial experience resolving class actions of all types, including consumer class actions and those involving data breaches.

5. I set forth my background to provide context for the statements that follow, and to demonstrate that my perspective on the settlement in this matter is based upon significant experience in the resolution of complex litigation of this type.

6. I was engaged in the fall of 2020 through JAMS to serve as a mediator in this case. Before the mediation session, I corresponded with the parties' counsel to discuss the general issues in the case and the logistics for the mediation.

7. At my request, the parties exchanged detailed mediation statements in advance of the mediation. Their submissions addressed the factual issues in the case, key legal issues including standing, damages, class certification, and overall data breach precedent in this Circuit and beyond, and the parties' settlement proposals. I closely reviewed the mediation statements and the Consolidated Complaint, and became familiar with the nature of the claims and defenses asserted.

8. The mediation session took place over almost twelve hours on September 15, 2020 via Zoom. The mediation was attended by all four Co-Lead Counsel for the class, other attorneys from their offices, Wawa's outside counsel, and Wawa's General Counsel. Throughout the day I conducted joint sessions with all participants, as well as breakout sessions with Plaintiffs and Wawa individually. During the sessions, counsel made multiple presentations regarding various factual and legal issues. There were extensive discussions of the strengths and weaknesses of the parties' respective positions concerning the merits, damages, and possible resolutions.

9. The negotiations also entailed considerable back-and-forth between the parties regarding numerous offers and demands. Throughout the mediation process, the parties engaged in extensive adversarial negotiations over all core issues in the case. The facilitated negotiations were lengthy, principled, exhaustive, informed, and sometimes contentious but always professional.

10. The negotiations involved highly qualified attorneys with extensive experience and expertise in complex class actions in general, and data breach litigation in particular. At all times, Class Counsel zealously represented the proposed class. They passionately expressed a desire for the settlement to provide meaningful benefits to the class while at the same time recognizing the significant risks they faced if they proceeded with the litigation, as well as the substantial costs to pursue the matter through discovery, class certification, trial, and appeal. Internal and external counsel for Wawa likewise zealously represented their client. They pushed back on many of the demands advanced by Class Counsel and presented the obstacles the Class would face in actual litigation, while at the same time recognizing the risks and burdens of such litigation.

11. As a result of the extensive negotiations that I mediated, the parties reached a compromise and settlement. Wawa has agreed to provide up to \$9 million in cash and Wawa gift cards to approximately 22 million Consumer Track class members. The \$9 million will be allocated to three tiers of class members. Tier One consists of consumers who used a payment card at Wawa during the breach period but did not experience a subsequent fraudulent charge on the card. Those consumers may receive a \$5 Wawa gift card. Total claims in Tier One are subject to a \$6 million cap and a \$1 million floor. Tier Two consists of consumers who did experience a subsequent fraudulent charge on the card and the charge was reversed by their card-

issuing bank. Those consumers may receive a \$15 Wawa gift card. Total claims in Tier Two are subject to a \$2 million cap. Tier Three consists of consumers who incurred out-of-pocket losses from the Wawa breach, such as unreimbursed fraud charges or costs spent for card replacement fees, late fees from transactions with third parties that were delayed due to fraud or card replacements, credit freeze fees, and the like. Those consumers may receive up to \$500 in cash for documented losses. Total claims in Tier Three are subject to a \$1 million cap.

12. Throughout the negotiations, Wawa emphasized that Wawa customers are far more likely to be repeat customers and, thus, a class settlement involving gift cards would be a logical and effective way to compensate customers. Wawa agreed that the gift cards would be fully transferrable and good for at least one year. This was persuasive to me as a mediator.

13. In addition to this direct relief to the class, Wawa has also agreed to implement various injunctive measures aimed at strengthening its data security environment governing payment card transactions. Among other things, Wawa has agreed to operate a system that is designed to encrypt payment card information; operate a system that implements Europay, Mastercard, and Visa (“EMV”) security procedures at the point of sale terminals at Wawa fuel pumps; retain a qualified security assessor on an annual basis to assess compliance with PCI-DSS requirements; conduct annual penetration testing; and maintain written information security programs, policies, and procedures. The settlement provides that these security enhancements will be in place for a period of two years, and will be the subject of informal discovery by Class Counsel. The value of these security enhancements are significant: I understand that the parties have agreed that Wawa’s improvements to its data security posture brought about as a result of Plaintiffs’ lawsuit is valued at no less than \$35 million.

14. During the negotiations, the parties also specifically discussed notice. Wawa explained that it does not maintain email or mailing addresses for the customers who may have been affected by this data security incident, which would make email or direct mail notice impossible. As a result of back-and-forth extensive discussions, the parties agreed that in-store notice would be the most effective way to reach Wawa's customers, who are far more likely to be repeat customers, unlike many other retailers' customers. It was further agreed that Wawa would post signs concerning the Settlement at all of its stores and fuel dispensers for four weeks. It was agreed that such signs would include a QR code that customers could scan to obtain information with respect to the Settlement and how to submit a claim form. Wawa estimates that more than 40 million customers enter its stores or use its fuel pumps during an average four week period, even during the pandemic and quarantine. Wawa also agreed to place on its website a link to the Settlement Website as an additional effort to provide customers with notice of the settlement. Wawa also agreed to issue a press release about the Settlement that would be agreed upon by the parties.

15. Wawa has also agreed to make a separate \$3.2 million lump sum payment to be used to pay Class Counsels' attorneys' fees and litigation expenses and the Settlement Administrator's fees. This lump sum payment was agreed to with my assistance, at the end of the mediation after the substantive terms for the class relief were already agreed upon.

16. In my opinion, the proposed settlement was the result of fair, thorough, and fully-informed arm's-length negotiations between highly capable, experienced, and informed parties and counsel. The settlement represents the parties' and counsel's best efforts and judgments after thoroughly investigating the case, considering the risks, strengths, and weaknesses of their

respective positions on substantive issues, the risks, burdens, delays and costs of continued litigation, and the best interests of their respective clients.

17. I believe that the proposed settlement reflects the risks and potential rewards of the claims being settled. Although the Court will need to make its own determination as to the proposed settlement's fairness under Fed. R. Civ. P. 23(e)(2), I can say that, from an experienced mediator's perspective, the negotiated settlement produced by the mediation process represents a thorough, deliberative, and comprehensive resolution that will benefit class members through meaningful relief, and avoids the considerable risks and costs inherent in class action litigation.

I declare under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct to be best of my knowledge.

Executed on January 14, 2021.

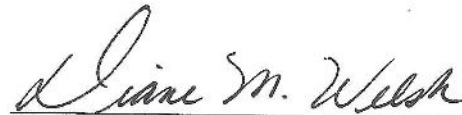

Hon. Diane M. Welsh (Ret.)

EXHIBIT 3

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION AT CLEVELAND**

In re:

**SONIC CORP. CUSTOMER DATA
BREACH LITIGATION**

Case No. 1:17-md-02807-JSG

Judge James S. Gwin

**THIS DOCUMENT RELATES TO
ALL CASES**

PRELIMINARY APPROVAL ORDER

The matter before the Court is the motion of Representative Plaintiffs Penny Bolin, Shannon Gannon, Henry Gil, Esmeralda Hernandez, Melvin Hildreth III, Megan MacKay, Dometric Pearson, Paula Sbabo, and Cassandra Sharp (“Representative Plaintiffs”), and Septabeya Bean, Patrick Blanford, Cornelius Bogard, Shadawna Carson, John Dolembro, Carlton Donovan, Vonda Hoover, Barbara Kelley, Mark Korabelnikov, Denise Ramirez, Edward Ramirez, Linda Sipple, and Angela Williams (“Individual Named Plaintiffs”) for preliminary approval of a proposed class action settlement with Defendants Sonic Corp., Sonic Industries Services Inc., Sonic Capital LLC, Sonic Franchising LLC, Sonic Industries LLC, and Sonic Restaurants, Inc. (collectively, “Sonic” or the “Sonic Defendants”), on behalf of a Settlement Class. The proposed Settlement would resolve all of the claims asserted by Representative Plaintiffs, Individual Named Plaintiffs, and members of the proposed Settlement Class in this action against Sonic (the “Litigation”).

This matter has been resolved by compromise as a result of two full-day mediation sessions on August 3 and 10, 2018 and a telephonic conference on October 2, 2018 with the Honorable Jonathan D. Greenberg (the “Mediation”). Representative Plaintiffs, Individual Named Plaintiffs, and Sonic (collectively, the “Parties”), through their respective counsel, have executed and filed

with this Court a Settlement Agreement that resolves this Litigation and all claims asserted by Representative Plaintiffs, Individual Named Plaintiffs, and members of the proposed Settlement Class relating to or arising from the Data Breach (as defined in Paragraph 1.10 of the Settlement Agreement). The Court, having overseen the Mediation, reviewed the Settlement Agreement, including the exhibits thereto, and considered the briefing submitted in support of the unopposed motion and the arguments of counsel thereon, finds that the terms of the proposed Settlement are fair, reasonable and adequate to Representative Plaintiffs, Individual Named Plaintiffs, and the Settlement Class and that the interests of fairness, consistency, and efficiency are well served by a single class settlement. The Court therefore hereby GRANTS the preliminary approval motion and ORDERS as follows.

1. Except as otherwise stated, this Order incorporates the defined terms set forth in the Settlement Agreement.

2. For purposes of settlement, and conditioned upon the Settlement Agreement receiving final approval following the final approval hearing, the Court conditionally certifies the following Settlement Class, pursuant to Federal Rule of Civil Procedure 23(b)(3): All residents of the United States who made a purchase at one of the Impacted Sonic Drive-Ins and paid using a debit or credit card during the period of time from April 7, 2017 through October 28, 2017. The Settlement Class specifically excludes: (i) Sonic (as defined in Paragraph 1.31 of the Settlement Agreement); (ii) Sonic Franchisees (as defined in Paragraph 1.32 of the Settlement Agreement); (iii) Infor (as defined in Paragraph 1.15 of the Settlement Agreement); (iv) all Settlement Class Members who timely and validly request exclusion from and/or opt-out of the Settlement Class; (v) the Judge or Magistrate Judge to whom the action is assigned and, any member of those Judges' staffs or immediate family members; and (vi) any other person found by a court of competent

jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Data Breach (as defined in Paragraph 1.10 of the Settlement Agreement) or who pleads *nolo contendere* to any such charge.

3. With respect to the Settlement Class, the Court preliminarily finds, solely for purposes of effectuating the Settlement and for no other purpose, that (i) the members of the Settlement Class are so numerous that joinder of all Settlement Class Members in this action would be impracticable, as the Settlement Class comprises more than 40 members; (ii) there are questions of law and fact common to the Settlement Class that predominate over individual questions, including whether Defendants failed to take adequate security measures to protect consumers' cardholder data, whether Defendants were negligent, whether Defendants breached an implied contract, whether Defendants have been unjustly enriched at the expense of Representative Plaintiffs, Individual Named Plaintiffs, and Settlement Class Members, whether Defendants violated applicable state consumer protection laws, whether Defendants violated applicable state data breach statutes, whether Representative Plaintiffs, Individual Named Plaintiffs, and Settlement Class Members are entitled to injunctive/declaratory relief, and whether Representative Plaintiffs, Individual Named Plaintiffs, and Settlement Class Members are entitled to, and the proper amount of, damages; (iii) the claims of the Representative Plaintiffs are typical of the claims of the Settlement Class, and Representative Plaintiffs do not have any conflicts of interest with the other members of the Settlement Class; (iv) Representative Plaintiffs and Plaintiffs' Counsel can fairly and adequately represent and protect the interests of the Settlement Class Members, as shown by their extensive investigation, vigorous prosecution of this Litigation, and services performed to date; and (v) a class action is superior to other available methods for the fair and efficient adjudication of the controversy as it relates to the proposed Settlement, considering the interests

of the Settlement Class Members in individually controlling the prosecution of separate actions, the extent and nature of any litigation concerning the controversy already commenced by Settlement Class Members, the desirability or undesirability of continuing the Litigation of these claims in this forum, and the difficulties likely to be encountered in the management of a class action.

4. The Settlement, on the terms and conditions set forth in the Settlement Agreement, is preliminarily approved by this Court as being fair, reasonable, adequate, and within the range of possible final judicial approval. The Court finds that the Settlement resulted from arm's-length negotiations conducted in good faith by the Parties in a mediation before this Court, and reflects a settlement that was reached voluntarily after consultation with experienced legal counsel.

5. The Court provisionally finds that the Representative Plaintiffs are able to fairly and adequately represent the Settlement Class and appoints Representative Plaintiffs as the Class Representatives for the Settlement Class. Representative Plaintiffs have diligently prosecuted this Litigation.

6. The Court appoints the following as "Class Counsel": William B. Federman of Federman & Sherwood ("Interim Lead Counsel"), Marc E. Dann of DannLaw ("Interim Liaison Counsel"), Carin L. Marcussen of Federman & Sherwood, Brian D. Flick of DannLaw, Thomas A. Zimmerman, Jr. of Zimmerman Law Offices, P.C., Melissa R. Emert of Stull, Stull, & Brody, Michael Fuller of Olsen Daines, and Miles N. Clark of Knepper & Clark LLC, finding that these attorneys are able to fairly and adequately represent the Settlement Class, and have competently represented the Representative Plaintiffs and Settlement Class in this matter.

7. The Court preliminarily approves the monetary relief to Settlement Class Members provided in the Settlement Agreement, and recognizes that Sonic has acknowledged that it made

certain governance changes since the filing of this Litigation and has agreed to continue employing certain data security practices set forth in Paragraph 3.4 of the Settlement Agreement for no less than three (3) years, with the Court finding that this relief is within the range of fair, reasonable and adequate.

8. The Court orders the Sonic Defendants to pay within thirty (30) days after entry of this Order four million three hundred twenty five thousand dollars (\$4,325,000.00) (the “Settlement Fund”) into an escrow account established and administered by the Settlement Administrator, pursuant to the terms set forth in the Settlement Agreement. The Settlement Administrator shall take all necessary steps to establish, organize, and operate the escrow account as a Qualified Settlement Fund pursuant to applicable rules and regulations of the Internal Revenue Service and the Treasury Department and the terms of the Settlement Agreement.

9. The Court approves the Notice Program set forth in the Settlement Agreement, as well as the Notices attached as Exhibit C (In-Store Notice), Exhibit D (Internet Banner Notice), Exhibit E (Long Form Notice), Exhibit F (Publication Notice), and Exhibits G-1 and G-2 (Website and Facebook Notice) thereto. The Court finds that the Notices collectively provide a sufficiently clear and concise description of the Litigation, the Settlement terms, and the rights and responsibilities of the Settlement Class Members. The Court further finds that the plan for dissemination of the Notices by the following methods: (i) conspicuously posting the In-Store Notice at the Impacted Sonic Drive-In locations, (ii) posting the Internet Banner Notice geo-tagged to the Facebook pages of Facebook users located with the zip codes of Impacted Sonic Drive-In locations, (iii) publishing the Publication Notice in a manner certified by the Settlement Administrator as being targeted to adults over 18 years of age located within the zip codes of the Impacted Sonic Drive-In locations, (iv) conspicuously posting the Website Notice on the Sonic

website and Facebook page, and (v) posting the Long Form Notice on the Settlement Website as set forth in the Settlement Agreement, is the best means practicable, and is reasonably calculated to apprise the Settlement Class Members of the Litigation and their right to participate in, object to, or exclude themselves from the Settlement. Accordingly, the Parties and their counsel are directed to disseminate the Notices pursuant to the terms of the Settlement Agreement.

10. The Court approves the Claim Forms attached to the Settlement Agreement as Exhibits B-1 and B-2.

11. The Court approves and appoints KCC LLC as the Settlement Administrator, and directs them to perform the duties set forth in the Settlement Agreement. As set forth in the Settlement Agreement, all costs and expenses incurred by the Settlement Administrator in connection with disseminating the notice and administering the Settlement shall be paid from the Settlement Fund.

12. The Court will conduct a final approval hearing, at which time it will consider any objections to the Settlement Agreement and determine whether the Settlement Agreement should be finally approved, on July 25, 2019 commencing at 9:00 a.m. Class Counsel shall file their motion for final approval of the Settlement no later than fourteen (14) days prior to the final approval hearing.

13. Class Counsel shall file their preliminary motions for an award of Attorneys' Fees and Costs, for Service Awards to the Representative Plaintiffs as Class Representatives, and for Individual Payments to Individual Named Plaintiffs no earlier than thirty (30) days from entry of the Preliminary Approval Order by the Court, and no later than fourteen (14) days prior to the deadline for submission of Requests for Exclusion and Objections. These motions may be supplemented prior to the final approval hearing, and the Court will rule upon the motions at the

final approval hearing. As set forth in the Settlement Agreement, all such awards shall be paid only from the Settlement Fund.

14. Any Settlement Class Member who intends to object to the fairness, reasonableness, or adequacy of the Settlement, the proposed Attorneys' Fees and Costs, the proposed Service Awards, and/or the Individual Payments must deliver to Kari M. Rollins of Sheppard Mullin Richter & Hampton LLP as counsel for the Sonic Defendants, and to William B. Federman of Federman & Sherwood as Class Counsel, and file with the Court, a written statement of the objections, as well as the specific reasons for each objection, including any legal support the Settlement Class Member wishes to bring to the Court's attention and any evidence or other information the Settlement Class Member believes supports the objections. Any Settlement Class Member who objects must also set forth their full name and current address; include a written statement that he/she is a Settlement Class Member, including an attestation that he/she made a purchase using a debit or credit card at one of the 325 Impacted Sonic Drive-Ins during the Settlement Class Period and identifying the address of the location where he/she made his/her purchase; state the identity of all counsel representing the objector, if any; include a statement indicating if he/she intends to appear and/or testify at the final approval hearing and the identity of all counsel representing the objector who will appear at the final approval hearing; include a statement identifying any person who will be called to testify at the final approval hearing in support of the objection; include the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); include a list, by case name, court, and docket number, of all other cases in which the objector (directly or through counsel) has filed an objection to any proposed class action settlement within the last three (3) years; and include a list, by case name, court, and docket

number, of all other cases in which the objector's counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last three (3) years.

15. All objections must be filed with the Court and delivered to counsel for Defendants and Class Counsel not later than April 19, 2019. Objections must be delivered to the Court, Class Counsel, and the Sonic Defendants' counsel at the addresses listed below:

Court:

Clerk of the Court
U.S. District Court for the Northern District of Ohio
Carl B. Stokes United States Court House
801 West Superior Avenue
Cleveland, Ohio 44113

Class Counsel:

William B. Federman
Federman & Sherwood
10205 N. Pennsylvania Ave.
Oklahoma City, Oklahoma 73120

The Sonic Defendants' Counsel:

Kari M. Rollins
Sheppard Mullin Richter & Hampton LLP
30 Rockefeller Plaza
New York, New York 10112

No person will be entitled to be heard at the final approval hearing, and no written objections will be received or considered by this Court at the final approval hearing, unless all pertinent terms and conditions set forth above and in the Settlement Class Notice have been fully met. If an objection is overruled, the objecting Settlement Class Member will be bound by the terms of the Settlement and may not exclude him/herself later.

16. Any person who elects to opt out of the Settlement Class shall not be bound by any orders, including, but not limited to, any final order approving the Settlement, entered in this

Litigation, not be entitled to relief under the Settlement Agreement, not gain any rights by virtue of the Settlement Agreement, and not be entitled to object to any aspect of the Settlement Agreement. No person may opt out of the Settlement Class through a so-called “mass” or “class” opt-out.

17. Any Settlement Class Member who wishes to be excluded from the Settlement must fully comply with all pertinent terms and conditions set forth in the Long Form Notice. All Requests for Exclusion must be postmarked no later than April 19, 2019. Settlement Class Members who submit a timely and valid Request for Exclusion will have no rights under the Settlement Agreement, will not share in the distribution of the Net Settlement Fund, and will not be bound by the Settlement Agreement. Any Settlement Class Member who does not submit a timely and valid Request for Exclusion shall be bound by all terms of the Settlement Agreement and any final order approving the Settlement.

18. No later than fourteen (14) days after the deadline for submission of Claim Forms, the Settlement Administrator shall provide a declaration to Class Counsel and the Sonic Defendants’ counsel attesting to the measures taken to provide the notice to the Settlement Class Members pursuant to the Notice Program, and the information pertaining to claims and requests for exclusion as set forth in the Settlement Agreement.

19. In the event this Court does not finally approve the Settlement Agreement, any and all rights of the Parties existing prior to the execution of the Settlement Agreement, including but not limited to Representative Plaintiffs’ and Individual Named Plaintiffs’ right to seek and the Sonic Defendants’ right to oppose class certification in the Litigation, shall be preserved, and the Litigation shall proceed in all respects as if the Settlement Agreement and any related orders had not been entered. In such event, none of the terms of the Settlement Agreement shall be admissible

in any trial or otherwise used against any Party, except to enforce the terms thereof that relate to the Parties’ obligations in the event of termination. The portion of the Settlement Fund transferred to the Settlement Administrator shall be returned to the Sonic Defendants, less notice and administrative expenses actually incurred by the Settlement Administrator (as to which the Sonic Defendants shall have no right of reimbursement from any person, including the Settlement Administrator, Representative Plaintiffs, Individual Named Plaintiffs, or Plaintiffs’ Counsel).

20. For the benefit of the Settlement Class Members and as provided in the Settlement Agreement, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement Agreement.

21. The Parties are directed to carry out their obligations under the Settlement Agreement.

Summary of Applicable Dates

1.	Preliminary Approval Order entered	December 20, 2018
2.	Defendants to pay \$4,325,000.00 into an escrow account established by the Settlement Administrator	No later than thirty (30) calendar days after entry of this Order
3.	Commencement of the Notice Program as set forth in Section 7 of the Settlement Agreement	No later than thirty (30) calendar days after entry of this Order
4.	Deadline to Opt Out, or Object	No later than ninety (90) calendar days from the commencement of the Notice Program
5.	Deadline to submit a Claim Form (“Claim Deadline”)	No later than ninety (90) calendar days from the commencement of the Notice Program
6.	Deadline for Settlement Administrator to Submit Declaration re: Notice, Opt-Outs, and Claims	No later than fourteen (14) calendar days after Claim Deadline
7.	Motion for Final Approval of Settlement to be	No later than fourteen (14)

	filed	calendar days prior to Final Approval Hearing
8.	Final Approval Hearing	At the Court's convenience, no earlier than one hundred twenty (120) days after the commencement of the Notice Program

SO ORDERED.

Dated: December 20, 2018

s/ James S. Gwin
Hon. James S. Gwin
United States District Court Judge

EXHIBIT 4

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE WAWA, INC. DATA SECURITY
LITIGATION**

Case No. 19-6019-GEKP

Class Action

This document relates to: Consumer Track

**DECLARATION OF CARLA PEAK
REGARDING SETTLEMENT NOTICE PROGRAM**

I, Carla Peak, declare as follows:

1. My name is Carla Peak. I have personal knowledge of the matters set forth herein, and if called as a witness I could and would testify competently to them.

2. I am a nationally recognized expert in the field of legal notice and I have served as an expert in dozens of federal and state cases involving class action notice plans, including in data breach cases like this one.

3. I am the Vice President of Legal Notification Services for KCC, LLC (“KCC”), a firm that specializes in comprehensive class action services, including pre-settlement consulting, settlement funds escrow, class member data management, legal notification, call center support, claims administration, disbursement and tax reporting services, and other related services critical to the effective administration of class action settlements. With more than 30 years of industry experience,¹ KCC has developed efficient, secure and cost-effective methods to properly handle the voluminous data and mailings associated with the noticing, claims processing and disbursement requirements of these matters to ensure the orderly and fair treatment of class

¹ KCC acquired Gilardi & Co. LLC in 2015. This Declaration combines the class action notice and administration experience of both firms.

members and all parties in interest. Since 1984, KCC has been retained to administer more than 7,000 class actions and distributed settlement payments totaling well over \$1 trillion in assets.

4. KCC has administered class action administrations for hundreds of consumer protection cases, including data breach cases. Some examples of data breach cases with which KCC has been involved include: *Braun v. VisionQuest Eyecare, PC, et al.*, 49D07-1705-PL-020189 (Ind. Super. Ct.); *Carroll v. Macy's Inc. et al.*, No. 2:18-cv-01060-RDP (N.D. Ala.); *Cochran v. Burgerville LLC*, No. 18-cv-44864 (C. Ct. Ore); *Debaeke v. St. Joseph Health System, et al.*, No. JCCP 4716 (Cal. Super. Ct.); *Elvey v. TD Ameritrade, Inc.*, No. C 07 2852 VRW (N.D. Cal.); *Experian Data Breach Litig.*, No. 8:15-cv-01592 AG (DFMx) (C.D. Cal.); *Groveunder v. Wellpoint*, No. JCCP 4647 (Cal. Super. Ct.); *In re Anthem, Inc. Data Breach Litig.*, No. 5:15-MD-02617-LHK (N.D. Cal.); *In re Arby's Restaurant Group, Inc. Data Security Litig.*, No. 18-mi-55555-AT (N.D. Ga.); *In re LinkedIn User Privacy Litig.*, No. 12-cv-03088-EJD (N.D. Cal.); *In re Medical Informatics Engineering, Inc. Customer Data Security Breach Litig.*, No. 15-md-2667 (N.D. Ind.); *In re Yapstone Data Breach Litig.*, 15-cv-04429-JSW (N.D. Cal.); *Lozanski v. The Home Depot Inc. Canada*, No. 14-51262400CP (Ontario Superior Court of Justice, Canada); *Ramsey v. 41 E. Chestnut Crab Partners, LLC, et al.*, No. 2019-CH-2759 (Ill. Cir. Ct.); *Saenz v. SEIU United Healthcare Workers-West*, No. RG09478973 (Cal. Super. Ct.); *Shurtleff v. Health Net of California, Inc.*, No. 34-2012-00121600 (Cal. Super. Ct.); *Sonic Corp Customer Data Security Breach Litig.*, No. 1:17-md-02807 (N.D. Ohio); *Storm v. Paytime, Inc.*, No. 14-cv-01138 (M.D. Pa.); *The Home Depot, Inc. Customer Data Security Breach Litig.*, No. 1:14-md-02583 (N.D. Ga.); *Torres v. Wendy's International, LLC*, No. 6:16-cv-00210-PGB-DCI (M.D. Fla.); and *Winstead v. ComplyRight, Inc.*, No. 18-cv-4990 (N.D. Ill.).

5. Capitalized terms have the same meaning ascribed to them as in the Settlement Agreement.

EXPERIENCE RELEVANT TO THIS CASE

6. I have personally been involved in many of the largest and most significant data breach and data privacy cases, including *In re Anthem, Inc. Data Breach Litig.*, No. 5:15-md-02617 (N.D. Cal.), a national class action involving an alleged data breach involving approximately 79 million people who had personally identifiable information data stored on Anthem's databases; *In re Trans Union Corp. Privacy Litig.*, MDL No. 1350 (N.D. Ill.), perhaps the largest discretionary class action notice campaign involving virtually every adult in the United States and informing them about their rights in the \$75 million settlement relating to an alleged data breach; *In re: The Home Depot, Inc., Customer Data Security Breach Litig.*, No. 1:14-md-02583 (N.D. Ga.), a national data breach class action involving over 40 million consumers who made credit or debit card purchases in a Home Depot store; *In re: Arby's Restaurant Group, Inc. Data Security Litigation*, No. 1:17-cv-1035 (N.D. Ga.), a national class action settlement involving an alleged data security incident affecting consumer debit and credit card information; *Winstead v. ComplyRight, Inc.*, No. 1:18-cv-4990 (N.D. Ill.), a national class action involving an alleged data breach affecting individuals whose personal information was maintained on ComplyRight's website; and *Experian Data Breach Litig.*, No. 8:15-cv-01592 AG (DFMx) (C.D. Cal.), a national data breach class action involving approximately 16 million T-Mobile customers and applicants.

7. In forming my opinions, I draw from my in-depth class action case experience. I have worked in the class action notification field for nearly two decades. During that time, I have been involved in all aspects in the design and implementation of class action notice planning, as well as the drafting of plain language notice documents that satisfy the requirements of Rule 23

and adhere to the guidelines set forth in the *Manual for Complex Litigation, Fourth* and by the Federal Judicial Center (“FJC”), as well as applicable state laws.

8. I have been involved with hundreds of cases, including the dissemination of notice in both United States and international markets, including communications in more than 35 languages. My c.v., attached as **Exhibit 1**, contains numerous judicial comments citing cases I have worked on, as well as articles I have written and speaking engagements where I have discussed the adequacy and design of legal notice efforts.

9. This declaration details the Settlement Notice Program (“Notice Program” or “Notice”) proposed here for the Settlement in *In re Wawa, Inc. Data Security Litig.*, No. 19-cv-6019 (E.D. Pa.). The facts in this declaration are based on my personal knowledge, my conversations with Plaintiffs’ counsel, and information provided to me by my colleagues in the ordinary course of my business at KCC.

NOTICE PROGRAM

10. The Notice Program is designed to provide notice to the following Settlement Class:

All residents of the United States who used a credit or debit card at a Wawa location at any time during the Period of the Data Security Incident of March 4, 2019 through December 12, 2019. Excluded from the Settlement Class are Wawa’s executive officers and the Judge to whom this case is assigned.

11. In my professional opinion, the Notice Program detailed below is the best notice practicable under the circumstances and fully comports with due process and Fed. R. Civ. P. 23. The Notice Program is designed to provide notice to Class Members by means of signs at Wawa’s payment terminals in stores and at fuel pumps, information posted on Wawa’s website, information posted on a comprehensive settlement website, a press release from Wawa, and resulting media

coverage. Given the extensive press coverage this case has received to date,² the Parties expect that the settlement will also benefit from the publicity that is likely to accompany this filing. The proposed Notice Program does not include traditional “publication notice” because the combination of in-store signs, notice on Wawa’s website, and coverage resulting from the press release will be more effective in reaching Class Members who, by definition, are Wawa customers.

12. The estimated total cost of the settlement administration is \$73,885, subject to change depending upon the number of claims processed and the manner by which they are filed.

Store Notices

13. Wawa will post signs announcing the Settlement at all Wawa locations for a period of four consecutive weeks. The signs will be posted at or near the Point of Sale payment card machines in-store and at or near the payment card equipment on all fuel dispensers. The Store Notices will also contain a QR code that will automatically link to the Settlement Website, which will provide links to the Long Form Notice and Claim Forms. Customers can scan the QR code with their smartphones for direct and easy access to the Settlement Website, containing relevant settlement documents and Claim Forms.

14. Wawa estimates that more than 64 million customers enter its stores or use its fuel pumps each month, even during the Covid-19 pandemic and quarantine. Given these estimates, the Store Notices will reach millions of Class Members multiple times during the claim period. The Store Notices, therefore, will be highly effective at providing notice.

² See e.g., Wawa Faces Wave of Lawsuits in Aftermath of Massive Data Breach. <https://www.inquirer.com/business/wawa-data-breach-class-action-lawsuit-20191226.html> (last visited Nov. 24, 2020).

Long Form Notice

15. The Long Form Notice containing details about the Settlement, Claim Forms, and rights of Settlement Class Members will be available on the Settlement Website. The Long Form Notice will contain links to the Claim Forms and detailed instructions on how Settlement Class Members can submit claims. The Claim Forms and Settlement documents will additionally be linked as standalone documents on the Settlement Website itself.

Wawa's Website

16. Wawa will post a link to the Settlement Website on its own website for the duration of the Claims Period. Wawa estimates that its website has about 18,400 visits each day, ensuring wide dissemination of notice to Wawa's customers. Wawa initially announced the Data Security Incident and has posted updates concerning the Data Security Incident on its website.

Press Release

17. To build additional reach and extend exposures, Wawa will issue a press release announcing the Settlement and providing information about how to submit a claim for compensation. The press release will, at a minimum, reach the geographic region of all states in which Wawa has convenience store locations. It will announce the Settlement and direct Settlement Class Members to the Settlement Website, complete with a link to the Settlement Website. Although not measurable, the Press Release will serve a valuable role by providing additional notice exposures beyond those already provided.

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

18. A dedicated mobile-friendly website will be established for the Settlement where Settlement Class Members will be able to obtain detailed information about the case. The Settlement website will include: contact information for Class Counsel; contact information for

KCC; the Claim Forms; answers to frequently asked questions; a list of important deadlines, including the Claims Deadline, the Objection and Exclusion Deadline, and the date of the Final Fairness Hearing; and case documents including the Complaint, motions for settlement approval and for attorneys' fees, and any other important documents in the case. Importantly, Settlement Class Members will have the opportunity to file a claim on the settlement website. The settlement website address will be displayed in all notice documents and included as an embedded link in all digital notices. It will also be accessible by a scannable QR code posted on all in-store notices.

19. A dedicated toll-free telephone number will also be established to allow Settlement Class Members to call KCC for additional information. The toll-free phone number will provide an automated Interactive Voice Response system through which class members can access settlement information via menu-driven questions and answers. Questions about the Settlement will be referred to Co-Lead Class Counsel, while questions about any other matters will be directed to Wawa's customer service number. The toll-free telephone number will be provided in the Notice documents as well.

20. A dedicated post office box for correspondence about the Settlement will also be established and maintained, allowing Settlement Class Members to contact KCC by mail with any specific requests or questions about the Settlement, or to submit objections, requests for exclusion, or Claim Forms.

CONCLUSION

21. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, and by case law pertaining to the recognized notice standards under Fed. R. Civ. P. 23. This framework directs that the notice program be optimized to reasonably reach the class and, in a settlement class action notice situation

such as this, that the notice or notice program itself not limit knowledge of the availability of benefits—nor the ability to exercise other options—to class members in any way. All these requirements will be met in this case.

22. The Notice Program will provide virtually all Settlement Class Members with at least one opportunity to view a Notice during the claims period. In 2010, the Federal Judicial Center issued a Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide. This Guide states that “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.” Here, we have developed a Notice Program that we believe will readily meet that standard.

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

I declare under penalty of perjury that the foregoing is true and correct. Executed on February 17, 2021, at Ocean City, New Jersey.



Carla Peak

Exhibit 1



KCC Legal Notification Services

KCC's Legal Notification Services team provides expert legal notice services in class action, mass tort and bankruptcy settings. We specialize in the design and implementation of notice programs with plain language notices; and expert opinions and testimony on the adequacy of notice.

With over fifteen years of experience, our legal notice expert, Carla A. Peak, has been involved in hundreds of effective and efficient notice programs reaching class members and claimants in both U.S. and international markets and providing notice in over 35 languages.

As a leading notice expert, Ms. Peak is responsible for the design and implementation of evidence-based legal notification programs, including the design of plain language legal notice documents. Her programs satisfy due process requirements, as well as all applicable state and federal laws, and her notices satisfy the plain language requirements of Rule 23 and adhere to the guidelines set forth in the Manual for Complex Litigation, Fourth and by the Federal Judicial Center (FJC), as well as applicable state laws.

Ms. Peak has presented on and written numerous articles about class notification programs, the design of effective notice documents as well as industry trends and innovations. She is also a certified professional in Social Media Marketing, Digital Fundamentals, Digital Sales, and Google Ads Fundamentals. The information provided represents Ms. Peak's experience and cases in which she has been involved. She holds a Bachelor of Arts in Sociology from Temple University, graduating cum laude. Ms. Peak can be reached at cpeak@kccllc.com.

Case Examples

- *In re: The Home Depot, Inc., Customer Data Security Breach Litig.*, No. 1:14-md-02583 (N.D. Ga.)
A national data breach class action involving over 40 million consumers who made credit or debit card purchases in a Home Depot store.
- *In re: Skelaxin (Metaxalone) Antitrust Litigation*, No. 1:12-md-02343 (E.D. Tenn.)
A multi-state antitrust settlement involving both third party payors and consumers that purchased or paid for the brand and generic version of the prescription drug metaxalone.
- *Chambers v. Whirlpool Corporation*, No. 8:11-cv-01733 (C.D. Cal.)
A national product defect case involving class members who experienced or may experience the overheating of an automatic dishwasher control board.
- *In re Trans Union Corp. Privacy Litigation*, MDL No. 1350 (N.D. Ill.)
Perhaps the largest discretionary class action notice campaign involving virtually every adult in the United States and informing them about their rights in the \$75 million data breach settlement.
- *In re Residential Schools Litigation*, No. 00-CV-192059 (Ont. S.C.J.)
The largest and most complex class action in Canadian history incorporating a groundbreaking notice program to dispartate, remote aboriginal persons qualified to receive benefits in the multi-billion dollar settlement.

Judicial Recognition

Honorable Robert W. Gettleman, *Friend v. FGF Brands (USA), Inc.*, (October 23, 2020) No. 1:18-cv-07644 (N.D. Ill.):

The Court approves, as to form and content, the proposed Class Notices, attached as Exhibit B to the Settlement. The Court finds that the Settlement Class Notice Program outlined in the Declaration of Carla Peak on Settlement Notices and Notice Plan (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise the Settlement Class of



the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement; (iii) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meets all requirements of applicable law, Federal Rule of Civil Procedure 23 and due process.

Honorable Otis D. Wright II, *In re Trader Joe's Tuna Litigation*, (October 7, 2020) No. 2:16-cv-01371 (C.D. Cal.):

Notice of the pendency of this action as a class action and of the proposed settlement was given to Settlement Class Members in a manner reasonably calculated to provide the best notice practicable under the circumstances. The form and method of notifying the Settlement Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Fed. R. Civ. P. 23, due process, and any other applicable law, and constituted due and sufficient notice to all persons and entities entitled thereto.

Honorable Madeline Cox Arleo, *In re Thalomid and Revlimid Antitrust Litigation*, (October 2, 2020) No. 2:14-cv-06997 (D. N.J.):

The Court finds that: (i) this constitutes the best notice practicable to the Class under the circumstances; (ii) the notice was reasonably calculated, under the circumstances, to apprise the Class of the pendency of the action and the terms of the Settlement Agreement, their right to exclude themselves from the Settlement or to object to any part thereof, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Settlement on all persons who do not exclude themselves from the Settlement; (iii) the notice was adequate and sufficient to all persons or entities entitled to receive notice; and (iv) the notice fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Federal Rule of Civil Procedure 23, and any other applicable law. Due and adequate notice of the proceedings having been given to the Settlement Class and a full opportunity having been offered to Settlement Class members to participate in the Fairness Hearing, it is hereby determined that all Settlement Class members, except those who validly opted-out, are bound by the terms of this Order.

Judge Cathy Seibel, *Cicciarella v. Califia Farms, LLC*, (July 17, 2020) No. 7:19-cv-08785 (S.D.N.Y.):

The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class members to exclude themselves from the Settlement Agreement, to object and appear at the Final Approval Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

Judge Cathy Seibel, *Cicciarella v. Califia Farms, LLC*, (March 20, 2020) No. 7:19-cv-08785 (S.D.N.Y.):

The proposed Class Notice, Summary Settlement Notice, and notice methodology described in the Settlement Agreement and in the Declaration of Carla A. Peak and Supplement Declaration of Carla A. Peak (the "Peak Declarations") are hereby approved.

Honorable Eli J. Richardson, *Gann v. Nissan North America, Inc.*, (March 10, 2020) No. 3:18-cv-00966 (M.D. Tenn.):

Notice to the Settlement Class as required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, and Summary Notice by first-class mail was given in an adequate and sufficient manner. This, coupled with all of the additional information contained in the Settlement Website, to which class members were directed by the Summary Notice, constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

Honorable Eli J. Richardson, *Norman v. Nissan North America, Inc.*, (March 10, 2020) No. 3:18-cv-00534 (M.D. Tenn.):



Notice to the Settlement Class as required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, and Summary Notice by first-class mail was given in an adequate and sufficient manner. This, coupled with all of the additional information contained in the Settlement Website, to which class members were directed by the Summary Notice, constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

Honorable Eli J. Richardson, *Werthwerth v. Nissan North America, Inc.*, (March 10, 2020) No. 3:18-cv-00588 (M.D. Tenn.):

Notice to the Settlement Class as required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, and Summary Notice by first-class mail was given in an adequate and sufficient manner. This, coupled with all of the additional information contained in the Settlement Website, to which class members were directed by the Summary Notice, constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

Judge Edmond E. Chang, *Smith v. Complyright, Inc.*, (October 7, 2019) No. 1:18-cv-04990 (E.D.N.Y.):

The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Settlement, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

Judge George H. Wu, *Elkies v. Johnson & Johnson Services, Inc.*, (December 6, 2019) No. 2:17-cv-07320 (C.D. Cal.):

The Court finds that the distribution of Notice substantially in the manner and form set forth in the Stipulation meets the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

Judge Madeline Cox Arleo, *In re Thalomid and Revlimid Antitrust Litigation*, (August 22, 2019) No. 2:14-cv-06997 (D. N.J.):

The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Motion and exhibits: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the action, the terms of the proposed Settlement, and their right under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Fed. R. Civ. P. 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class members.

Judge Yvonne Gonzalez Rogers, *Abante Rooter and Plumbing, Inc. v. Alarm.com*, (August 15, 2019) No. 4:15-cv-06314 (N.D. Cal.):

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

Judge John A. Houston, *In re Morning Song Bird Food Litigation*, (June 3, 2019) No. 3:12-cv-01592 (S.D. Cal.):



The Court finds and determines that dissemination and publication of the Notices as set forth in the Notice Plan in the Agreement constituted the best notice practicable under the circumstances, constituted due and sufficient notice of the Settlement and the matters set forth in the Notices to all persons entitled to receive notice, and fully satisfied the requirements of due process and of Federal Rule of Civil Procedure 23.

Judge Steven M. Gold, *Worth v. CVS Pharmacy, Inc.*, (May 28, 2019) No. 2:16-cv-0200498 (E.D.N.Y.):

This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Stipulation of Settlement and Plaintiffs' motion for preliminary approval. The Court has reviewed the notice, and the notice procedures, and finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances...The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy the requirements of Fed. R. Civ. P. 23(c)(2), Fed. R. Civ. P. 23(e)(1), and due process.

Judge Edmond E. Chang, *Smith v. Complyright, Inc.*, (May 24, 2019) No. 1:18-cv-04990 (E.D.N.Y.):

The Court has considered the Notice provisions in the Settlement, the Class Notice methodology set forth in the Declaration of Carla A. Peak attached as Exhibit A to the Settlement (the "Notice Program"), and the Email Notice, Postcard Notice, and Detailed Notice, attached as Exhibits C–E of the Settlement, respectively. The Court finds that the direct emailing and mailing of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Order to all persons entitled thereto, and is in full compliance with the requirements of Fed. R. Civ. P. 23(c), applicable law, and due process.

Honorable Beth Labson Freeman, *In re Nexus 6P Products Liability Litigation*, (May 2, 2019) No. 5:17-cv-02185 (N.D. Cal.):

The proposed notice plan, which includes direct notice via email, publication notice, and supplemental postcard notice via U.S. Mail, will provide the best notice practicable under the circumstances. This plan, and the Notice, are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the effect of the proposed Settlement (including the Released Claims), the anticipated motion for attorneys' fees, costs, and expenses and for service awards, and their rights to participate in, opt out of, or object to any aspect of the proposed Settlement; constitute due, adequate and sufficient notice to Settlement Class Members; and satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable law and rules.

Honorable Ann I. Jones, *Lavinsky v. City of Los Angeles*, (April 12, 2019) No. BC542245 (Sup. Ct. Cal.):

The form, manner, and content of the Class Notice, attached to the Settlement Agreement as Exhibits C, E, F, G, and H will provide the best notice practicable to the Class under the circumstances, constitutes valid, due, and sufficient notice to all Class Members, and fully complies with California Code of Civil Procedure section 382, California Code of Civil Procedure section 1781, the Constitution of the State of California, the Constitution of the United States, and other applicable law.

Judge Robert N. Chatigny, *Lecenat v. Douglas Perlitz*, (February 11, 2019) No. 3:13-cv-01132 (D. Conn.):

The Court finds that service of the Class Notice, Radio Publication Notice and Poster Notice in this manner, including newspaper publication as provided in III.E.3 of the Settlement Agreement, constitutes the best notice practicable under the circumstances to Settlement Class Members, and complies fully with the provisions set forth in Federal Rules of Civil Procedure, Rule 23, and any and all substantive and procedural due process rights guaranteed by the United States Constitution and any other applicable law. The Court further finds that the Class Notice, Radio Publication Notice and Poster Notice clearly and concisely inform the Settlement Class Members of their rights and options with respect to the proposed settlement, in plain, easily understood language, in conformance with the requirements of Rule 23.

Judge Yvonne Gonzalez Rogers, *Slovin v. Sunrun, Inc.*, (January 29, 2019) No. 3:13-cv-01132 (D.



Conn.):

The Court has considered the proposed Exhibits B and D attached to the Settlement Agreement and finds that the form, content, and manner of notice proposed by the parties 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 circumstance, constitute sufficient notice to all persons and entities entitled to notice, and satisfy the Constitutional requirements of notice. The Court approves the notices in all respects, including the proposed forms of notice and the notice provisions of the Settlement Agreement, and orders that notice be given in substantial conformity therewith. The costs of disseminating the Class Notice shall be paid from the Settlement Fund in accordance with the Settlement Agreement.

Judge George H. Wu, *Elkies v. Johnson & Johnson Services, Inc.*, (January 15, 2019), No. 2:17-cv-07320 (C.D. Cal.):

The Court finds Plaintiffs' proposed form of notice satisfies Fed. R. Civ. P. 23(c)(2)(B). Plaintiffs' form of notice provides the best notice practicable under the circumstances and satisfies due process requirements.

Judge Timothy D. DeGiusti, *In re: Samsung Top-Load Washing Machine Marketing, Sales Practices and Product Liability Litigation*, (January 8, 2019) No. 5:17-ml-02792 (W.D. Okla.):

The Court finds that the proposed notice plan is reasonably calculated, under the circumstances, to apprise Settlement Class Members of: the pendency of this Litigation; the effects of the proposed Settlement on their rights (including the Released Claims contained therein); Class Counsel's upcoming motion for attorneys' fees, expenses, and service awards; their right to submit a claim form; and their right to object to any aspect of the proposed Settlement...The Settlement Notice provides due, adequate, and sufficient notice to Settlement Class Members, and satisfies the requirements of Rule 23, due process, and all other applicable law and rules.

Judge James S. Gwin, *In re: Sonic Corp. Customer Data Breach Litigation*, (December 20, 2018) No. 1:17-md-02807 (N.D. Ill.):

The Court finds that the Notices collectively provide a sufficiently clear and concise description of the Litigation, the Settlement terms, and the rights and responsibilities of the Settlement Class Members. The Court further finds that the plan for dissemination of the Notices...is the best means practicable, and is reasonably calculated to apprise the Settlement Class Members of the Litigation and their right to participate in, object to, or exclude themselves from the Settlement.

Judge James Donato, *Brickman v. Fitbit, Inc.*, (December 17, 2018) No. 3:15-cv-02077 (N.D. Cal.):

The Court finds that the proposed Class Notice methodology, contained in Section IV of the Agreement and outlined in Plaintiffs' Unopposed Amended Motion for Preliminary Approval (Dkt. No. 263) will provide the best notice reasonably practicable to the Class Members, and will fairly advise them of their right to object, to opt out of the settlement, and of what they may receive if they remain in the Settlement Sub-Classes and to otherwise satisfy the requirements of Fed. R. Civ. P. 23 and due process requirements of the United States Constitution.

Honorable Edmond E. Chang, *Smith v. Complyright, Inc.*, (November 29, 2018) No. 1:18-cv-04990 (N.D. Ill.):

The Court has considered the Notice provisions in the Settlement, the Class Notice methodology set forth in the Declaration of Carla A. Peak attached as Exhibit A to the Settlement (the "Notice Program"), and the Email Notice, Postcard Notice, and Detailed Notice, attached as Exhibits C–E of the Settlement, respectively. The Court finds that the direct emailing and mailing of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Order to all persons entitled thereto, and is in full compliance with the requirements of Fed. R. Civ. P. 23(c), applicable law, and due process. The Court approves as to form and content the Email Notice, Postcard Notice, and Detailed Notice in the forms attached as Exhibits C, D, and E, respectively, to the Settlement. The Court orders the Settlement Administrator to commence the Notice Program as soon as practicable following entry of this Order.



Honorable Amy Totenberg, *Barrow v. JPMorgan Chase Bank, N.A.*, (November 8, 2018) No. 1:16-cv-03577 (N.D. Ga.):

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

Judge Virginia K. Demarchi, *Hickcox-Huffman v. US Airways, Inc.*, (October 22, 2018) No. 5:10-cv-05193 (N.D. Cal.):

The Court finds that the form, content and method of disseminating notice to the Class as described in Paragraphs 10 and 15 of this Order: (i) complies with Rule 23(c)(2) of the Federal Rules of Civil Procedure as it is the best practicable notice under the circumstances, and is reasonably calculated, under all the circumstances, to apprise the members of the Class of the pendency of the Action, the terms of the Settlement, and their right to object to the Settlement or exclude themselves from the Settlement Class; (ii) complies with Rule 23(e) as it is reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed settlement, including, but not limited to, their right to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (iii) constitutes due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (iv) meets all applicable requirements of law, including, but not limited to, 28 U.S.C. § 1715, Fed. R. Civ. P. 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Class Members, and comply with the Federal Judicial Center's illustrative class action notices.

Honorable Lucy H. Koh, *In re Anthem, Inc. Data Breach Litigation*, (August 15, 2018) No. 5:15-md-02617 (N.D. Cal.):

The Court finds that the Notice Plan has been fully implemented in compliance with this Court's Order, ECF No. 903, and complies with Federal Rule of Civil Procedure 23(c)(2)(B). Notice was sent by mail and email, published in two magazines, and advertised online. The various forms of Notice, which were reviewed and approved by this Court, provided clear descriptions of who is a member of the Class and Settlement Class Members' rights and options under the Settlement. The Notices explained the conduct at issue in the litigation, how to receive money from the Settlement, how to opt out of the Settlement, how to object to the Settlement, how to obtain copies of relevant papers filed in the case, and how to contact Class Counsel and the Settlement Administrator.

Judge John Bailey, *In re: Monitronics International, Inc., Telephone Consumer Protection Act Litigation*, (June 12, 2018) No. 1:13-md-02493 (N.D. W.Va.)(overruling objections and ruling in favor of the notice plan):

*The Court finds that the notices disseminated pursuant to the Notice Plan fully and accurately informed members of the Settlement Class of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23, and all applicable law. Ms. Smith objected that the notice was inadequate because it did not inform Settlement Class members of the amount of statutory damages available under the TCP A. Dkt. No. 57 at 14. This objection is overruled. Courts require that notice of a settlement "fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with the proceedings." *Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.*, 396 F.3d 96, 113-14 (2d Cir. 2005). The Notice Plan here complies with the court approved plan and fully apprised the Settlement Class of all material terms and their rights. In addition, the notices provided three telephone numbers for Settlement Class members to call if they had questions about the settlement. The Notice Plan thus complies with Rule 23 and due process and Ms. Smith's objection is overruled.*



Judge Timothy S. Black, *Rikos v. The Procter & Gamble Company*, (April 30, 2018) No. 1:11-cv-00226 (S.D. Ohio):

The Court directed that Class Notice be given to Settlement Class Members pursuant to the notice program proposed by the parties and approved by the Court. In accordance with the Court's Preliminary Approval Order and the Court-appointed notice program, the Settlement Administrator caused the Class Notice to be disseminated as ordered. The Class Notice advised Settlement Class Members of the terms of the Settlement Agreement; the Final Approval Hearing, and their right to appear at such hearing; their rights to remain in, or opt out of, the Settlement Class and to object to the Settlement Agreement; procedures for exercising such rights; and the binding effect of this Judgment, whether favorable or unfavorable, to the Settlement Class. The distribution of the Class Notice constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. § 1715, and any other applicable law.

Honorable Amy Totenberg, *Barrow v. JPMorgan Chase Bank, N.A.*, (March 16, 2018) No. 1:16-cv-03577 (N.D. Ga.):

The Notice Plan, in form, method and content, complies with the requirements of Rule 23 and the Federal Rules of Civil Procedure and due process, and constitutes the best notice practicable under the circumstances.

Honorable Ann I. Jones, *Eck v. City of Los Angeles*, (February 21, 2018) No. BC577028 (Super. Ct. Cal.):

Class Notice to the Settlement Class was provided in accordance with the Preliminary Approval Order and satisfied the requirements of due process, California Code of Civil Procedure section 382 and Rule 3.766 of the California Rules of Court and (a) provided the best notice practicable, and (b) was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement, their right to appear at the Fairness Hearing, their right to object to the Settlement, and their right to exclude themselves from the Settlement. The Court finds that the Notice Plan set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of California law and federal due process of law.

Honorable Sharon Johnson Coleman, *Eubank v. Pella Corporation*, (February 16, 2018) No. 1:06-cv-04481 (N.D. Ill.):

The Court approves, as to form and content, the Notice Plan and Class Notice attached to the Settlement Agreement as Exhibit 2 and finds that the Class Notice and the Notice Plan to be implemented pursuant to the Settlement Agreement are reasonable, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the settlement and the matters set forth in said notice to all persons entitled to receive notice, and fully satisfy the requirements of due process and of Fed. R. Civ. P. 23.

Honorable Lynn Adelman, *Fond Du Lac Bumper Exchange, Inc. v. Jui Li Enterprises Insurance Co.*, (Direct Purchaser— Jui Li Enterprise Settlement), (February 16, 2018) No. 2:09-CV-00852 (E.D. Wis.):

The Court further finds that the Notice Plan, previously approved by the Court (See ECF No. 1110) and as executed by the Court-appointed Settlement Administrator, KCC, as set forth in the Declaration of Carla A. Peak on Implementation and Overall Adequacy of Settlement Notice Plan ("Peak Declaration") is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class Members; and complied fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice (Peak Declaration Exhibits 1 and 2) are written in plain language, use simple terminology, and are designed to be readily understandable and noticeable by Settlement Class Members.

Judge Yvonne Gonzales Rogers, *Abante Rooter and Plumbing Inc. v. Alarm.com Inc.*, (February 8, 2018)



No. 4:15-cv-06314 (N.D. Cal.) (overruling objections and ruling in favor of the notice plan):

The Court finds that the form and content of Plaintiffs' proposed notice program, and the methods of disseminating notice to the Classes, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled to receive notice. The Court approves the form and content of the Email Notice, Postcard Notice, Banner Notices, and Website Notice, and finds that they clearly and concisely state in plain, easily understood language, the following required information: "(i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3)." Fed. R. Civ. P. 23(c)(2)(B); see also Phillips Petroleum Co. v. Shutts, 472 U.S. 797, 812 (1985) (stating that's due process requires notice to apprise party of pendency of action, afford party opportunity to appear, describe party's rights, and provide party opportunity to opt out of action). The Court approves the methods of disseminating the notice, which class action administrator Kurtzman Carson Consultants, Inc. has designed to reach approximately 90% of Class members. The combination of email notice, postal mail notice, and internet banner ads constitutes the best notice practicable under the circumstances.

Honorable Yvonne Gonzalez Rogers, *Abante Rooter v. Alarm.com Inc.* (February 2, 2018) No. 4:15-cv-06314 (N.D. Cal.):

The Court finds that the form and content of Plaintiffs' proposed notice program, and the methods of disseminating notice to the Classes, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled to receive notice.

The Court approves the form and content of the Email Notice, Postcard Notice, Banner Notices, and Website Notice, and finds that they clearly and concisely state in plain, easily understood language, the following required information: "(i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3)." Fed. R. Civ. P. 23(c)(2)(B)...

Judge Fernando M. Olguin, *Dodge v. PHH Corporation*, (January 29, 2018) No. 8:15-cv-01973 (C.D. Cal):

Based on the foregoing, the court finds that there is no alternative method of distribution that would be more practicable here, or any more reasonably likely to notify the class members. The court further finds that the procedure for providing notice and the content of the class notice constitute the best practicable notice to class members.

Judge Timothy S. Black, *Rikos v. The Procter & Gamble Company*, (December 20, 2017) No. 1:11-cv-00226 (S.D. Ohio):

The Court approves, as to form and content, the proposed Notice of Class Action Settlement (the "Class Notice"), which forms are attached as Exhibits 4 and 5 to the Settlement Agreement. The Court finds that the distribution of Class Notice substantially in the manner and form set forth in this Order and the Settlement Agreement meet the requirements of Federal Rules of Civil Procedure Rule 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

Honorable Kenneth R. Freeman, *Elias v. Synchrony Bank, f/k/a GE Capital Retail Bank*, (December 8, 2017) No. BC555883 (Sup. Ct. Cal.):

The Court finds that the form, manner and content of the Class Notice specified in Section 5 of the Settlement Agreement and Exhibits B and D thereto provided a means of notice reasonably calculated to apprise the Class Members of the pendency of the action and the proposed settlement, and thereby met the requirements of California Rules of Court Rule 3.769 and California Code of Civil Procedure § 382, as well as due process under the United States



Constitution, the California Constitution, and any other applicable laws, constituted the best practicable notice under the circumstances, and constituted due and sufficient notice to all Class Members entitled thereto.

Judge Denise J. Casper, *In re Solodyn (Minocycline Hydrochloride) Antitrust Litigation*, (Direct Purchasers), (November 27, 2017) No. 1:14-md-02503 (D. Mass.):

Members of the End-Payor Classes for the Sandoz and Lupin Settlements were provided with due and adequate notice of the Settlements, including their right to object to the Settlements and End-Payor Class Counsel's intent to seek from the Settlement Funds reimbursement of costs and expenses. Notice was distributed via both direct mail and publication notice. Such notice fully complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law. A full and fair opportunity to be heard was afforded to all members of the Settlement Classes with respect to the foregoing matters. Accordingly, the Court hereby determines that all members of the End-Payor Classes for the Sandoz and Lupin Settlements are bound by this Order and Final Judgment.

Honorable Lynn Adelman, *Fond Du Lac Bumper Exchange, Inc. v. Jui Li Enterprises Insurance Co.*, (Direct Purchaser– Jui Li Enterprise Settlement), (November 21, 2017) No. 2:09-CV-00852 (E.D. Wis.):

The Court approves the forms of the Notice of proposed class action settlement attached to the Declaration of Carla A. Peak ("Peak Decl.") at Exhibit 2 (Long-Form Notice and Summary/Publication Notice). The Court further finds that the mailing and publication of the Notice in the manner set forth below and in the Peak Declaration is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class Members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class Members.

Honorable James H. Ashford, *Nishimura v. Gentry Homes, Ltd.*, (October 27, 2017) No. 11-1-1522 (Cir. Ct., Hawai'i):

The Court finds that the Notice Plan and Class Notices fully and accurately informed the potential Class Members of all material elements of the proposed Settlement and of each Class Member's right and opportunity to object to the proposed Settlement. The Court further finds that the Administrator's mailing and distribution of the Class Notice and the publication of the Class Notices substantially in the manner and form set forth in the Notice Plan and Settlement Agreement met the requirements of the laws of the State of Hawai'i (including Hawai'i Rule of Civil Procedure 23), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all potential Class Members.

Judge Celia Gamrath, *Truong v. Peak Campus Management LLC*, (October 16, 2017) No. 2016-CH-09735 (Cir. Ct. Cook Cnty., Ill.):

The Court finds that the Notice Plan as set forth in the Settlement Agreement and the Declaration of Carla A. Peak meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, including direct individual notice by U.S. Mail or, in some cases by email, to Settlement Class Members, and satisfies fully the requirements of Due Process, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

Judge John Bailey, *In re Monitronics International, Inc., Telephone Consumer Protection Act Litigation*, (September 28, 2017) No. 5:11-cv-00090 (N.D. W.Va.):

The Court carefully considered the Notice Plan set forth in the Settlement Agreement and plaintiffs' motion for preliminary approval. The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances, and satisfies fully the requirements of Rule 23, the requirements of due process and any other applicable law, such that the terms of the Settlement Agreement, the releases provided therein, and this Court's final judgment will be binding on all Settlement Class Members.



Judge Douglas L. Rayes, *Brill v. Bank of America, N.A.*, (September 15, 2017) No. 2:16-cv-03817 (D. Ariz.):

The record shows, and the Court finds, that the Class Notice has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice (i) constituted the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency and nature of this Action, the definition of the Settlement Class, the terms of the Settlement Agreement, the rights of the Settlement Class to exclude themselves from the settlement or to object to any part of the settlement, the rights of the Settlement Class to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Settlement Agreement on all persons who do not exclude themselves from the Settlement Class, (iii) provided due, adequate, and sufficient notice to the Settlement Class; and (iv) fully satisfied the due process requirements of the United States Constitution, Fed. R. Civ. P. 23, and any other applicable law or rule.

Honorable Ann I. Jones, *Eck v. City of Los Angeles*, (September 15, 2017) No. BC577028 (Sup. Ct. Cal.):

The form, manner, and content of the Class Notice, attached to the Settlement Agreement as Exhibits B, E, F and G, will provide the best notice practicable to the Class under the circumstances, constitutes valid, due, and sufficient notice to all Class Members, and fully complies with California Code of Civil Procedure section 382, California Code of Civil Procedure section 1781, the Constitution of the State of California, the Constitution of the United States, and other applicable law.

Honorable James Ashford, *Nishimura v Gentry Homes, LTD.*, (September 14, 2017) No. 11-11-1-1522-07-RAN (Cir. Ct. Hawai'i):

The Court finds that the Notice Plan and Class Notices will fully and accurately inform the potential Class Members of all material elements of the proposed Settlement and of each Class Member's right and opportunity to object to the proposed Settlement. The Court further finds that the mailing and distribution of the Class Notice and the publication of the Class Notices substantially in the manner and form set forth in the Notice Plan and Settlement Agreement meets the requirements of the laws of the State of Hawai'i (including Hawai'i Rule of Civil Procedure 23), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law, constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice to all potential Class Members.

Honorable André Birotte Jr., *Rafofsky v. Nissan North America, Inc.*, (September 12, 2017) No. 2:15-cv-01848 (C.D. Cal.):

The Court finds that the Class Notice has been given to the Class in the manner approved by the Court in the Preliminary Approval Order (ECF No. 126). The Court finds that such Class Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Litigation, the terms of the Settlement Agreement, their right to exclude themselves from the Class or object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

Honorable Charles R. Norgle, *Mullins v. Direct Digital, LLC*, (September 7, 2017) No. 1:13-cv-01829 (N.D. Ill.):

The notice, in form, method, and content, fully complied with the requirements of Rule 23 and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled to notice of the settlement..

Honorable Steve C. Jones, *Prather v. Wells Fargo Bank, N.A.*, (August 31, 2017) No. 1:15-cv-04231



(N.D. Ga.):

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

Judge Lucy H. Koh, *In re Anthem, Inc. Data Breach Litigation*, (August 25, 2017) No. 5:15-md-02617 (N.D. Cal.):

The Court finds that the Notice and Notice Plan set forth in the Settlement Agreement satisfy the requirements of due process and Federal Rule of Civil Procedure 23 and provide the best notice practicable under the circumstances. The Notice and Notice Plan are reasonably calculated to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing.

Honorable Jeffrey S. White, *In re Yapstone Data Breach*, (August 16, 2017) No. 4:15-cv-04429 (C.D. Cal.):

The Notices and the Notice Program provided the best notice practicable under the circumstances to the Settlement Class Members and fully satisfied the requirements of due process under the United States Constitution and Federal Rule of Civil Procedure 23. Based on the evidence and information supplied to the Court in connection with the Final Approval Hearing held on August 4, 2017, the Court finds that the Notices were adequate and reasonable. The Court further finds that through the Notices, the Settlement Class Members have been apprised of the nature and pendency of the Consumer Action, the terms of the Settlement Agreement, as well as their rights to request exclusion, object, and/or appear at the final approval hearing.

Honorable Consuelo B. Marshall, *Couser v. Dish One Satellite, LLC*, (May 16, 2017) No. 5:15-cv-02218 (C.D. Cal.):

The Court approves the proposed plan for giving notice to the Settlement Class directly (by post card) and through an appropriate media program and establishment of a Settlement Website, as more fully described in Plaintiffs Motion and the Agreement (the "Notice Plan"). The Notice Plan, in form, method and content, complies with the requirements of Rule 23 of the Federal Rules constitutes the best notice practicable under the circumstances.

Honorable André Birotte Jr., *Rafofsky v. Nissan North America, Inc.*, (May 1, 2017) No. 2:15-cv-01848 (C.D. Cal.):

The Court has considered the Notice in the Settlement and finds that the Notice and methodology as described in the Settlement and in the Declaration of Carla Peak attached as Exhibit B to Plaintiffs' Memorandum of Points and Authorities in Support of Motion for Preliminary Approval of Class Action Settlement, including the exhibits attached thereto: (a) meets the requirements of due process and Fed. R. Civ. P. 23(c) and (e); (b) constitutes the best notice practicable under the circumstances to all persons entitled to notice; and (c) satisfies the constitutional requirements regarding notice. In addition, the forms of notice: (a) apprise Class Members of the pendency of the Litigation, the terms of the proposed Settlement, their rights, and deadlines under the Settlement; (b) are written in simple terminology; (c) are readily understandable by Class Members; and (d) comply with the Federal Judicial Center's illustrative class action notices. The Court approves the Notice and methodology as described in the Settlement and in the Declaration of Carla Peak in all respects.

Judge Douglas L. Rayes, *Brill v. Bank of America, N.A.*, (April 18, 2017) No. 2:16-cv-03817 (D. Ariz.):

The Court finds that the Class Notice described above is reasonable, that it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure. Specifically, the Court finds that the Class Notice complies with Rule 23(e) of the Federal Rules of Civil Procedure as it is a reasonable manner of providing notice to those Settlement Class Members



who would be bound by the settlement. The Court also finds that the Class Notice complies with Rule 23(c)(2), as it is also the best form and manner of notice practicable under the circumstances, provides individual notice to members of the Settlement Class who can be identified through a reasonable effort, and is reasonably calculated, under all the circumstances, to apprise members of the Settlement Class of the pendency of the Action, the terms of the settlement, and their right to object to the settlement or exclude themselves from the Settlement Class.

Judge Denise J. Casper, *In re Solodyn (Minocycline Hydrochloride) Antitrust Litigation*, (Direct Purchasers), (April 14, 2017) No. 1:14-md-02503 (D. Mass.):

The proposed form of Notice to Direct Purchaser Settlement Class members of the pendency and proposed Settlements of this action as against Sandoz and Lupin only ("Settlement Notice") and the proposed method of dissemination of the Settlement Notice by first class mail satisfy the requirements of Rule 23(e) of the Federal Rules of Civil Procedure and due process, are otherwise fair and reasonable, and therefore are approved.

Judge Cecilia M. Altonaga, *Flaum v. Doctor's Associates, Inc.*, (March 22, 2017) No. 16-cv-61198 (S.D. Fla.):

The Court has considered the proposed forms of notice including the Summary Notice; Full Notice for the Settlement Website; Publication Notice; Press Release (attached as Exhibit 2, 3, 4 and 8 to the Settlement Agreement); and Settlement Claim Forms (attached as Exhibits 6 and 7 to the Settlement Agreement); and finds the forms, content, and manner of notice proposed by the Parties 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. The Court approves the notice program in all respects (including the proposed forms of notice, Summary Notice, Full Notice for the Settlement Website, Publication Notice, Press Release and Settlement Claim Forms, and orders that notice be given in substantial conformity therewith.

Honorable Amy J. St. Eve, *In Re: Rust-Oleum Restore Marketing, Sales Practices and Products Liability Litig.*, (March 6, 2017) No. 1:15-cv-01364 (N.D. Ill.):

The Class Notice (as described in the Settlement Agreement and previously approved by the Court) fully complied with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B) and due process, constituted the best notice practicable under the circumstances, and was due and sufficient notice to all persons entitled to notice of the Settlement of the Action.

Honorable Jeffrey S. White, *In re Yapstone Data Breach*, (March 2, 2017) No. 4:15-cv-04429 (C.D. Cal.):

The Court finds that the notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits E and G thereto (the "Notice Program") is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

Judge Manish S. Shah, *Johnson v. Yahoo! Inc.*, (December 12, 2016) No. 1:14-cv-02028 (N.D. Ill.):

The Court approves the notice plan set forth in Plaintiff's Amended Motion to Approve Class Notice (Doc. 252) (the "Notice Plan"). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and constitutes the best notice practicable under the circumstances.

Judge Joan A. Leonard, *Barba v. Shire U.S., Inc.*, (December 2, 2016) No. 1:13-cv-21158 (S.D. Fla.):

The notice of settlement (in the form presented to this Court as Exhibits E, F, and G, attached to the Settlement Agreement [D.E. 423-1] (collectively, "the Notice") directed to the Settlement Class members, constituted the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice was given to potential Settlement Class members who were identified through reasonable efforts, published using several publication dates in



Better Homes and Gardens, National Geographic, and People magazines; placed on targeted website and portal banner advertisements on general Run of Network sites; included in e-newsletter placements with ADDitude, a magazine dedicated to helping children and adults with attention deficit disorder and learning disabilities lead successful lives, and posted on the Settlement Website which included additional access to Settlement information and a toll-free number. Pursuant to, and in accordance with, Federal Rule of Civil Procedure 23, the Court hereby finds that the Notice provided Settlement Class members with due and adequate notice of the Settlement, the Settlement Agreement, these proceedings, and the rights of Settlement Class members to make a claim, object to the Settlement or exclude themselves from the Settlement.

Justice Robert Stack, *Anderson v. Canada (Attorney General)*, (November 7, 2016) No. 200701T4955CCP (Supreme Ct. Newfoundland and Labrador):

The Plaintiffs intend to provide significant notice of the Settlement to class members, which will include, among other things, direct mailings to class members, direct mailings to third parties, dissemination of a short form notice in various media, and direct community outreach and meetings. The proposed notice materials are intended to be simple and easy to read and understand.

Judge William H. Pauley III, *The Dial Corporation v. News Corporation*, (November 3, 2016) No. 1:13-cv-06802 (S.D. N.Y.):

The notification provided for and given to the Class: (i) was provided and made in full compliance with the Preliminary Approval Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated to apprise the Class of the terms of Settlement, of the proposed Plan of Allocation, of Plaintiffs Counsel's application for an award of attorney's fees, costs, and expenses incurred in connection with the Action, of Class Members' right to object to the Settlement, the Plan of Allocation, or Plaintiffs' Counsel's application for an award of attorney's fees, costs and expenses, and of the right of Class Members to appear at the Settlement Hearing; (iv) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (v) fully satisfied the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause of the Fifth Amendment to the Constitution), and all other applicable law and rules.

Honorable Amy J. St. Eve, *In Re: Rust-Oleum Restore Marketing, Sales Practices and Products Liability Litig.*, (October 20, 2016) No. 1:15-cv-01364 (N.D. Ill.):

The Notices of Class Action and Proposed Settlement (Exhibits A and B to the Settlement Agreement) and the method of providing such Notices to the proposed Settlement Class (as described in Settlement Agreement ¶6 and in the Declaration of Carla A. Peak on Settlement Notice Plan, filed on October 19, 2016), comply with Fed. R. Civ. P. 23(e) and due process, constitute the best notice practicable under the circumstances, and provide due and sufficient notice to all persons entitled to notice of the settlement of this Action.

Honorable R. Gary Klausner, *Russell v. Kohl's Department Stores, Inc.*, (October 20, 2016) No. 5:15-cv-01143 (C.D. Cal.):

Notice of the settlement was provided to the Settlement Class in a reasonable manner, and was the best notice practicable under the circumstances, including through individual notice to all members who could be reasonably identified through reasonable effort.

Judge Fernando M. Olguin, *Chambers v. Whirlpool Corporation*, (October 11, 2016) No. 8:11-cv-01733 (C.D. Cal.):

Accordingly, based on its prior findings and the record before it, the court finds that the Class Notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, their right to exclude themselves from the action, and their right to object to the proposed settlement.

Honourable Justice Stack, *Anderson v. The Attorney General of Canada*, (September 28, 2016) No. 2007



01T4955CP (Supreme Ct. Newfound and Labrador):

The Phase 2 Notice Plan satisfies the requirements of the Class Actions Act and shall constitute good and sufficient service upon class members of the notice of this Order, approval of the Settlement and discontinuance of these actions.

Judge Mary M. Rowland, *In re: The Home Depot, In., Customer Data Security Breach Litig.*, (August 23, 2016) No. 1:14-md-02583 (N.D. Ga.):

The Court finds that the Notice Program has been implemented by the Settlement Administrator and the parties in accordance with the requirements of the Settlement Agreement, and that such Notice Program, including the utilized forms of Notice, constitutes the best notice practicable under the circumstances and satisfies due process and the requirements of Rule 23 of the Federal Rules of Civil Procedure.

Honorable Manish S. Shah, *Campos v. Calumet Transload Railroad, LLC*, (August 3, 2016) No. 1:13-cv-08376 (S.D. NY.):

The form, content, and method of dissemination of the notice given to the Settlement Class were adequate, reasonable, and constitute the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the Settlements, the terms and conditions set forth therein, and these proceedings to all Persons entitled to such notice. The notice satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure ("Rule 23") and due process.

Honorable Lynn Adelman, *Fond Du Lac Bumper Exchange, Inc. v. Jui Li Enterprise Company, Ltd.*, (Indirect Purchaser–Jui Li Settlement), (July 7, 2016) No. 2:09-cv-00852 (E.D. Wis.):

The Court approves the Notice Program set forth in the Declaration of Carla A. Peak. The Court approves as to form and content the Postcard Notice, Summary Publication Notice, and Detailed Notice in the forms attached as Exhibits 1–3, respectively, to the Declaration of Carla A. Peak. The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

Judge William H. Pauley III, *The Dial Corporation v. News Corporation*, (June 2, 2016) No. 1:13-cv-06802 (S.D. NY.):

The form and content of the notice program described herein, and the methods set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and constitutional due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

Honorable R. Gary Klausner, *Russell v. Kohl's Department Stores, Inc.*, (April 11, 2016) No. 5:15-cv-01143 (C.D. Cal.):

Here, the Notice Plan includes several ways to reach proposed Class Members, including an information website, direct mailing, direct emails, and a toll-free help line. Furthermore, the proposed Notice provides details sufficient to explain the terms of the Settlement Agreement and provide information to Class Members about their rights, releases, and application deadlines. The Notice informs Class Members of how funds will be allocated, and how Residual Funds will be handled. Class Members are also put on notice of Attorneys' Fees and Expenses awarded and an Incentive Award to the Class Representative. Finally, the Notice plainly indicates the time and place of the hearing to consider approval of the settlement and the method of objecting to or opting out of the settlement. Based on the above facts, the Court approves the proposed Notice Plan.

Judge Joan A. Leonard, *Barba v. Shire U.S., Inc.*, (April 11, 2016) No. 1:13-cv-21158 (S.D. Fla.):

The Court finds that the proposed methods for giving notice of the Settlement to members of the



Settlement Class, as set forth in this Order and in the Settlement Agreement, meet the requirements of Federal Rule of Civil Procedure Rule 23 and requirements of state and federal due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

Honorable Manish S. Shah, *Campos v. Calumet Transload Railroad, LLC*, (March 10, 2016 and April 18, 2016) No. 1:13-cv-08376 (S.D. NY.):

The Court approves the Notice Program set forth in the Declaration of Carla A. Peak, attached as Exhibit A to the Settlement. The Court approves as to form and content the Postcard Notice, Summary Notice, and Detailed Notice in the forms attached as Exhibits B, C, and D, respectively, to the Settlement. The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Order to all persons entitled thereto, and is in full compliance with the requirements of Fed. R. Civ. P. 23, applicable law, and due process.

Judge Mary M. Rowland, *In re: The Home Depot, In., Customer Data Security Breach Litig.*, (March 8, 2016) No. 1:14-md-02583 (N.D. Ga.):

The Court finds that the form, content and method of giving notice to the Class as described in Paragraph 7 of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including Fed. R. Civ. P. 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

Judge Mary M. Rowland, *In re: Sears, Roebuck and Co. Front-Loader Washer Products Liability Litig.*, (February 29, 2016) No. 1:06-cv-07023 (N.D. Ill.):

The Court concludes that, under the circumstances of this case, the Settlement Administrator's notice program was the "best notice that is practicable," Fed. R. Civ. P. 23(c)(2)(B), and was "reasonably calculated to reach interested parties," Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306, 318 (1950).

Honorable Lynn Adelman, *Fond Du Lac Bumper Exchange, Inc. v. Jui Li Enterprises Insurance Co.*, (Indirect Purchaser–Tong Yang & Gordon Settlements), (January 14, 2016) No. 2:09-CV-00852 (E.D. Wis.):

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

Judge Curtis L. Collier, *In re: Skelaxin (Metaxalone) Antitrust Litigation*, (December 22, 2015) No. 1:12-md-2343 (E.D. Tenn.):

The Class Notice met statutory requirements of notice under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirement process.

Honorable Mitchell D. Dembin, *Lerma v. Schiff Nutrition International, Inc.*, (November 3, 2015) No. 3:11-CV-01056 (S.D. Cal.):

The Court finds this notice (i) constituted the best notice practicable under the circumstances, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise the putative Class Members of the pendency of the action, and of their right to object and to appear



at the Final Approval Hearing or to exclude themselves from the Settlement, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) fully complied with due process principles and Federal Rule of Civil Procedure 23.

Honorable Lynn Adelman, *Fond Du Lac Bumper Exchange, Inc. v. Jui Li Enterprises Insurance Co.*, (Direct Purchaser–Tong Yang & Gordon Settlements), (August 13, 2015) No. 2:09-CV-00852 (E.D. Wis.):

The Court further finds that the Notice Plan, previously approved by the Court (See ECF Nos. 619 & 641) and as executed by the Court-appointed Claims Administrator, KCC, as set forth in the Declaration of Carla A. Peak on Implementation and Overall Adequacy of Combined Settlement Notice Plan (“Peak Declaration”) is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class Members; and complied fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice (Peak Declaration Exhibits 1 and 2) are written in plain language, use simple terminology, and are designed to be readily understandable and noticeable by Settlement Class Members.

Honorable Lynn Adelman, *Fond Du Lac Bumper Exchange, Inc. v. Jui Li Enterprises Insurance Co.*, (Indirect Purchaser–Gordon Settlement), (August 4, 2015) No. 2:09-CV-00852 (E.D. Wis.):

The Court approves the Notice Program set forth in the Declaration of Carla A. Peak. The Court approves as to form and content the Postcard Notice, Summary Publication Notice, and Detailed Notice in the forms attached as Exhibits 2–4, respectively, to the Declaration of Carla A. Peak. The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

Honorable Lynn Adelman, *Fond du Lac Bumper Exchange, Inc. v. Jui Li Enterprise Co., Ltd.* (Indirect Purchaser–Tong Yang Settlement), (May 29, 2015) No. 2:09-CV-00852 (E.D. Wis.):

The Court approves the Notice Program set forth in the Declaration of Carla A. Peak. The Court approves as to form and content the Postcard Notice, Summary Publication Notice, and Detailed Notice in the forms attached as Exhibits 2–4, respectively, to the Declaration of Carla A. Peak. The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

Honorable Lynn Adelman, *Fond du Lac Bumper Exchange, Inc. v. Jui Li Enterprise Co., Ltd.* (Direct Purchaser–Gordon Settlement), (May 5, 2015) No. 2:09-CV-00852 (E.D. Wis.):

The Court approves the forms of the Notice of proposed class action settlement attached to the Declaration of Carla Peak (“Peak Decl.”) at Exhibit 1 (Long-Form Notice and Summary/Publication Notice). The Court further finds that the mailing and publication of the Notice in the manner set forth below and in the Peak Decl. is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class Members. The Notice Program set forth herein is substantially similar to the one set forth in the Court’s April 24, 2015 Order regarding notice of the Tong Yang Settlement (ECF. No. 619) and combines the Notice for the Tong Yang Settlement with that of the Gordon Settlement into a comprehensive Notice Program. To the extent differences exist between the two, the Notice Program set forth and approved herein shall prevail over that found in the April 24, 2015 Order.



Honorable José L. Linares, *Demmick v. Cellco Partnership*, (May 1, 2015) No. 2:06-CV-2163 (D. N.J.):

The Notice Plan, which this Court has already approved, was timely and properly executed and that it provided the best notice practicable, as required by Federal Rule of Civil Procedure 23, and met the “desire to actually inform” due process communications standard of Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306 (1950)... The Court thus affirms its finding and conclusion in the November 19, 2014 Preliminary Approval Order that the notice in this case meets the requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States and/or any other applicable law. All objections submitted which make mention of notice have been considered and, in light of the above, overruled.

Honorable Lynn Adelman, *Fond du Lac Bumper Exchange, Inc. v. Jui Li Enterprise Co., Ltd.* (Direct Purchaser–Tong Yang Settlement), (April 4, 2015) No. 2:09-CV-00852 (E.D. Wis.):

The Court approves the forms of the Notice of proposed class action settlement attached to the Declaration of Carla A. Peak (“Peak Decl.”) as Exhibit 2 (Long-Form Notice and Summary/Publication Notice). The Court further finds that the mailing and publication of the Notice in the manner set forth below and in the Peak Decl. is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class Members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class Members.

Honorable Rhonda A. Isiran Nishimura, *Charles v. Haseko Homes, Inc.*, (February 24, 2015) No. 09-1-1932-08 (Cir. Ct. Hawai‘i):

The Court approves, as to form and content, the Hurricane Straps Class Notice and the Hurricane Straps Repose Subclass Notice, and the Notice Plan that are attached as Exhibits 8-9 to the Declaration of Graham B. LippSmith (“LippSmith Dec.”) and in the Declaration of Carla Peak...The Court finds that the Hurricane Straps Class Notice, the Hurricane Straps Repose Subclass Notice, and the Notice Plan will fully and accurately inform the potential Hurricane Straps Class Members and Hurricane Straps Repose Subclass Members of all material elements of the proposed Settlement, of their right to be excluded from the Hurricane Straps Class or Hurricane Straps Repose Subclass, and of each Hurricane Straps Class Member's or Hurricane Straps Repose Subclass Member's right and opportunity to object to the proposed Settlement. The Court further finds that the mailing and distribution of the Hurricane Straps Class Notice and the Hurricane Straps Repose Subclass Notice will (i) meet the requirements of the laws of the State of Hawai‘i (including Haw. R. Civ. P. 23), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law, (ii) constitute the best notice practicable under the circumstances, and (iii) constitute due and sufficient notice to all potential Hurricane Straps Class Members and Hurricane Straps Repose Subclass Members.

Honorable Gary W.B. Chang, *Kai v. Haseko Homes, Inc.*, (February 15, 2015) No. 09-1-2834-12 (Cir. Ct. Hawai‘i):

The Court approves, as to form and content, the PEX Class Notice and Notice Plan attached as Exhibit 10 to the Declaration of Graham B. LippSmith (“LippSmith Dec.”) and in the Declaration of Carla Peak. The Court finds that the PEX Class Notice and the Notice Plan will fully and accurately inform the potential PEX Class Members of all material elements of the proposed Settlement, of their right to be excluded from the PEX Class, and of each PEX Class Member's right and opportunity to object to the proposed Settlement. The Court further finds that the mailing and distribution of the PEX Class Notice substantially in the manner and form set forth in this Order will (i) meet the requirements of the laws of the State of Hawai‘i (including Haw. R. Civ. P. 23), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law, (ii) constitute the best notice practicable under the circumstances, and (iii) constitute due and sufficient notice to all potential Class Members.

Honorable David O. Carter, *Cobb v. BSH Home Appliances Corp.*, (December 29, 2014) No. 8:10-CV-0711 (C.D. Cal.):

The Notice Program complies with Rule 23(c)(2)(B) because it constitutes the best notice



practicable under the circumstances, provides individual notice to all Class Members who can be identified through reasonable effort, and is reasonably calculated under the circumstances to apprise the Class Members of the nature of the action, the claims it asserts, the Class definition, the Settlement terms, the right to appear through an attorney, the right to opt out of the Class or to comment on or object to the Settlement (and how to do so), and the binding effect of a final judgment upon Class Members who do not opt out.

Honorable Christina A. Snyder, *Roberts v. Electrolux Home Products, Inc.*, (September 11, 2014) No. 8:12-CV-01644 (C.D. Cal.):

The Court considered the Settlement Notice Plan submitted by the parties, and the Declaration of Carla A. Peak of KCC describing the Notice Plan...The Court finds that the Notice itself is appropriate, and complies with Fed. R. Civ. P. 23(b)(3), 23(c)(2)(B), and 23(e), because the Settlement Notice, FAQ, and Publication Notice fairly, accurately, and reasonably informed members of the Settlement Class, in plain language, of (1) appropriate information about the nature of this litigation and the essential terms of the Settlement Agreement; (2) appropriate information about, and means for obtaining, additional information regarding this litigation and the Settlement Agreement; (3) appropriate information about, and means for obtaining and submitting, a Claim Form; (4) appropriate information about the right of members of the Settlement Class to exclude themselves from the Settlement, object to the terms of the Settlement Agreement, including Class Counsel's request for an award of attorneys' fees and costs, and the procedures to do so; and (5) appropriate information about the consequences of failing to submit a Claim Form or failing to comply with the procedures and the deadline for opting out of, or objecting to, the Settlement...Accordingly, 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 federal and California laws and due process. The Court finally approves the Notice Plan in all respects...Any objections to the notice provided to the Class are hereby overruled.

Honorable David O. Carter, *Cobb v. BSH Home Appliances Corp.*, (August 25, 2014) No. 8:10-CV-0711 (C.D. Cal.):

...the Court also finding that the proposed notice plan and forms of notice are the best notice practicable under the circumstances and satisfy all requirements of the Federal Rules of Civil Procedure, including Fed. R. Civ. P. 23(c)(b)(2); and for good cause shown, IT IS HEREBY ORDERED that Plaintiffs' Motion to Amend the Illinois Class Definition is GRANTED; and it is further ORDERED that Plaintiffs' Motion for Approval of Notice Plan and Proposed Forms of Notice is GRANTED.

Judge Gregory A. Presnell, *Poertner v. The Gillette Co. and The Procter & Gamble Co.*, (August 21, 2014) No. 6:12-CV-00803 (M.D. Fla.):

*This Court has again reviewed the Notice and the accompanying documents and finds that the "best practicable" notice was given to the Class and that the Notice was "reasonably calculated" to (a) describe the Action and the Plaintiff's and Class Members' rights in it; and (b) apprise interested parties of the pendency of the Action and of their right to have their objections to the Settlement heard. See *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 810 (1985). This Court further finds that Class Members were given a reasonable opportunity to opt out of the Action and that they were adequately represented by Plaintiff Joshua D. Poertner. See *Id.* The Court thus reaffirms its findings that the Notice given to the Class satisfies the requirements of due process and holds that it has personal jurisdiction over all Class Members.*

Honorable Curtis L. Collier, *In re: Skelaxin (Metaxalone) Antitrust Litigation*, (August 5, 2014) No. 1:12-md-02343 (E.D. Tenn.):

The proposed form of Notice to End-Payor Settlement Class Members of the pendency and proposed settlement of this action ("Settlement Notice") set forth in the Notice Plan and Declaration of Carla Peak and the proposed method of dissemination of the Settlement Notice ("Notice Plan")—first to Third-Party Payors and then to Consumers—satisfy the requirements of Rule 23(e) of the Federal Rules of Civil Procedure and due process, are otherwise fair and reasonable, and therefore are approved.



Honorable Christina A. Snyder, *Roberts v. Electrolux Home Products, Inc.*, (May 5, 2014) No. 8:12-CV-01644 (C.D. Cal.):

The Court finds that the Notice Plan set forth in the Settlement Agreement (§ V. of that Agreement)...is the best notice practicable under the circumstances, and constitutes sufficient notice to all persons entitled to notice. The Court further preliminarily finds that the Notice itself IS appropriate, and complies with Rules 23(b)(3), 23(c)(2)(B), and 23(e) because it describes in plain language (1) the nature of the action, (2) the definition of the Settlement Class and Subclasses, (3) the class claims, issues or defenses, (4) that a class member may enter an appearance through an attorney if the member so desires, (5) that the Court will exclude from the class any member who requests exclusion, (6) the time and manner for requesting exclusion, and (7) the binding effect of a judgment on Settlement Class Members under Rule 23(c)(3) and the terms of the releases. Accordingly, the Court approves the Notice Plan in all respects...

Honorable Jose L. Linares, *In re Hypodermic Products Antitrust Litigation*, (March 17, 2014) MDL No. 1730, No. 2:05-CV-01602 (D. N.J.):

The Class Notice provides a description of the Indirect Purchaser Class, the procedural status of the litigation, a brief description of the plan of allocation, the court approval process for the proposed Settlement, and the significant terms of the Settlement. The Class Notice also fully informed members of the Indirect Purchaser Class of their rights with respect to the Settlement, including the right to opt out of, object to the Settlement, or otherwise be heard as to the reasonableness and fairness of the Settlement. The Class Notice also informed members of the Indirect Purchaser Class of their right to object to Indirect Purchaser Plaintiffs' Lead Counsel's application for an award of attorneys' fees, an award of incentive fees, and reimbursement of expenses from the Settlement Fund....The Class Notice met the statutory requirements of notice under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

Honorable William E. Smith, *Cappalli v. BJ's Wholesale Club, Inc.*, (December 12, 2013) No. 1:10-CV-00407 (D. R.I.):

The Court finds that 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 under the circumstances. The notice, as given, provided valid, due, and sufficient notice of these proceedings of the proposed Settlement, and of the terms set forth in the Stipulation and first Joint Addendum, and the notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, Constitutional due process, and all other applicable laws.

Judge Gregory A. Presnell, *Poertner v. The Gillette Co. and The Procter & Gamble Co.*, (November 5, 2013) No. 6:12-CV-00803 (M.D. Fla.):

The proposed Class Notice and Claim Form are approved as to form and content. The Court finds that the content of the Class Notice and the Claim Form satisfy the requirements of Fed. R. Civ. P. 23(c)(2), Fed. R. Civ. P. 23(e)(1), and due process and accordingly approves them...The Court finds that compliance with the Notice Plan is the best practicable notice under the circumstances and constitutes due and sufficient notice of this Order to all persons entitled thereto and is in full compliance with the requirements of Rule 23, applicable law, and due process.

Honorable Jose L. Linares, *In re Hypodermic Products Antitrust Litigation*, (November 4, 2013) No. 2:05-CV-01602 (D. N.J.):

Upon reviewing Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, Conditional Class Certification and Approval of Notice Plan and the Declarations of Karin E. Fisch, Esq. and Carla A. Peak and the documents attached thereto, it is hereby ORDERED, ADJUDGED AND DECREED as follows:...Proposed forms of Notice are attached hereto as Exhibit A. The Court finds that the form fairly and adequately: (i) describes the terms and effect of the Settlement Agreement and of the Settlement; (ii) notifies the Indirect Purchaser Class concerning the proposed plan of allocation and distribution; (iii) notifies the Indirect Purchaser Plaintiffs' Lead Counsel will seek attorneys' fees not to exceed one-third of the Settlement Fund, reimbursement



of expenses and incentive fees; (iv) gives notice to the Indirect Purchaser Class of the time and place of the Fairness Hearing; and (v) describes how the recipients of the Notice may submit a claim, exclude themselves from the Settlement or object to any of the relief requested.

Judge Marilyn L. Huff, *Beck-Ellman v. Kaz USA, Inc.*, (June 11, 2013) No. 3:10-cv-02134 (S. D. Cal.):

The Notice Plan has now been implemented in accordance with the Court's Preliminary Approval Order. The Publication Notice was designed to provide potential class members with information about the Settlement and their rights, in easy-to-comprehend language... The Notice Plan was specially developed to cause class members to see the Publication Notice or see an advertisement that directed them to the Settlement Website. KCC identified that the class members belong to a demographic group known as "Pain Relief Users." The Heating Pads are considered a Pain Relief product. The publications that KCC's Notice Plan used are publications and websites whose viewers and readers include a high percentage of Pain Relief product users... The Court concludes that the Class Notice fully satisfied the requirements of Rule 23(c)(2) of the Federal Rules of Civil Procedure and all due process requirements.

Judge Tom A. Lucas, *Stroud v. eMachines, Inc.*, (March 27, 2013) No. CJ-2003-968 L (D. Ct. Cleveland Cnty, Okla.):

The Notices met the requirements of Okla. Stat. tit. 12 section 2023(C), due process, and any other applicable law; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons and entities entitled thereto. All objections are stricken. Alternatively, considered on their merits, all objections are overruled.

Judge Marilyn L. Huff, *Beck-Ellman v. Kaz USA, Inc.* (January 7, 2013) No. 3:10-cv-02134 (S. D. Cal.):

The proposed Class Notice, Publication Notice, and Settlement Website are reasonably calculated to inform potential Class members of the Settlement, and are the best practicable methods under the circumstances... Notice is written in easy and clear language, and provides all needed information, including: (1) basic information about the lawsuit; (2) a description of the benefits provided by the settlement; (3) an explanation of how Class members can obtain Settlement benefits; (4) an explanation of how Class members can exercise their rights to opt-out or object; (5) an explanation that any claims against Kaz that could have been litigated in this action will be released if the Class member does not opt out; (6) the names of Class Counsel and information regarding attorneys' fees; (7) the fairness hearing date and procedure for appearing; and (8) the Settlement Website and a toll free number where additional information, including Spanish translations of all forms, can be obtained. After review of the proposed notice and Settlement Agreement, the Court concludes that the Publication Notice and Settlement Website are adequate and sufficient to inform the class members of their rights. Accordingly, the Court approves the form and manner of giving notice of the proposed settlement.

Judge Tom A. Lucas, *Stroud v. eMachines, Inc.*, (December 21, 2012) No. CJ-2003-968 L (D. Ct. Cleveland Cnty, Okla.):

The Plan of Notice in the Settlement Agreement as well as the content of the Claim Form, Class Notice, Post-Card Notice, and Summary Notice of Settlement is hereby approved in all respects. The Court finds that the Plan of Notice and the contents of the Class Notice, Post-Card Notice and Summary Notice of Settlement and the manner of their dissemination described in the Settlement Agreement is the best practicable notice under the circumstances and is reasonably calculated, under the circumstances, to apprise Putative Class Members of the pendency of this action, the terms of the Settlement Agreement, and their right to object to the Settlement Agreement or exclude themselves from the Certified Settlement Class and, therefore, the Plan of Notice, the Class Notice, Post-Card Notice and Summary Notice of Settlement are approved in all respects. The Court further finds that the Class Notice, Post-Card Notice and Summary Notice of Settlement are reasonable, that they constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and that they meet the requirements of due process.

Honorable Michael M. Anello, *Shames v. The Hertz Corporation*, (November 5, 2012) No. 3:07-cv-02174 (S.D. Cal.):



...the Court is satisfied that the parties and the class administrator made reasonable efforts to reach class members. Class members who did not receive individualized notice still had opportunity for notice by publication, email, or both...The Court is satisfied that the redundancies in the parties' class notice procedure—mailing, e-mailing, and publication—reasonably ensured the widest possible dissemination of the notice...The Court OVERRULES all objections to the class settlement...

Judge Ann D. Montgomery, *In Re: Uponor, Inc., F1807 Plumbing Fittings Products Liability Litigation*, (July 9, 2012) No. 11-MD-2247 (D. Minn.):

The objections filed by class members are overruled; The notice provided to the class was reasonably calculated under the circumstances to apprise class members of the pendency of this action, the terms of the Settlement Agreement, and their right to object, opt out, and appear at the final fairness hearing;...

Judge Ann D. Montgomery, *In Re: Uponor, Inc., F1807 Plumbing Fittings Products Liability Litigation*, (June 29, 2012) No. 11-MD-2247 (D. Minn.):

After the preliminary approval of the Settlement, the parties carried out the notice program, hiring an experienced consulting firm to design and implement the plan. The plan consisted of direct mail notices to known owners and warranty claimants of the RTI F1807 system, direct mail notices to potential holders of subrogation interests through insurance company mailings, notice publications in leading consumer magazines which target home and property owners, and earned media efforts through national press releases and the Settlement website. The plan was intended to, and did in fact, reach a minimum of 70% of potential class members, on average more than two notices each...The California Objectors also take umbrage with the notice provided the class. Specifically, they argue that the class notice fails to advise class members of the true nature of the aforementioned release. This argument does not float, given that the release is clearly set forth in the Settlement and the published notices satisfy the requirements of Rule 23(c)(2)(B) by providing information regarding: (1) the nature of the action class membership; (2) class claims, issues, and defenses; (3) the ability to enter an appearance through an attorney; (4) the procedure and ability to opt-out or object; (5) the process and instructions to make a claim; (6) the binding effect of the class judgment; and (7) the specifics of the final fairness hearing.

Honorable Michael M. Anello, *Shames v. The Hertz Corporation*, (May 22, 2012) No. 3:07-cv-02174 (S.D. Cal.):

The Court approves, as to form and content, the Notice of Proposed Settlement of Class Action, substantially in the forms of Exhibits A-1 through A-6, as appropriate, (individually or collectively, the "Notice"), and finds that the e-mailing or mailing and distribution of the Notice and publishing of the Notice substantially in the manner and form set forth in ¶ 7 of this Order meet the requirements of Federal Rule of Civil Procedure 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

Judge Anthony Powell, *Molina v. Intrust Bank, N.A.*, (May 21, 2012) No. 10-CV-3686 (18th J.D. Ct., Kan.):

The form, content, and method of dissemination of Class Notice given to the 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 proceeding to all persons entitled to such notice, and said notice fully satisfied the requirements of K.S.A. § 60-223 and due process.

Judge Ronald L. Bauer, *Blue Cross of California Website Securities Litigation*, (April 5, 2012) No. JCCP 4647 (Super. Ct. Cal.):

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 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 Person entitled to such notice, and said notice satisfied the requirements of California Rules of Court,



Rule 3,766(e) and (f), and due process.

Judge Ann D. Montgomery, *In Re: Uponor, Inc., F1807 Plumbing Fittings Products Liability Litigation*, (January 18, 2012) No. 11-MD-2247 (D. Minn.):

Notice to Class members must clearly and concisely state the nature of the lawsuit and its claims and defenses, the Class certified, the Class member's right to appear through an attorney or opt out of the Class, the time and manner for opting out, and the binding effect of a class judgment on members of the Class. Fed. R. Civ. P. 23(c)(2)(B). Compliance with Rule 23's notice requirements also complies with Due Process requirements. 'The combination of reasonable notice, the opportunity to be heard, and the opportunity to withdraw from the class satisfy due process requirements of the Fifth Amendment.' Prudential, 148 F.3d at 306. The proposed notices in the present case meet those requirements.

Judge Jeffrey Goering, *Molina v. Intrust Bank, N.A.*, (January 17, 2012) No. 10-CV-3686 (18th J.D. Ct. Ks.):

The Court approved the form and content of the Class Notice, and finds that transmission of the Notice as proposed by the Parties meets the requirements of due process and Kansas law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

Judge Charles E. Atwell, *Allen v. UMB Bank, N.A.*, (October 31, 2011) No. 1016-CV34791 (Cir. Ct. Mo.):

The form, content, and method of dissemination of Class Notice given to the 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 52.08 of the Missouri Rules of Civil Procedure and due process.

Judge Charles E. Atwell, *Allen v. UMB Bank, N.A.*, (June 27, 2011) No. 1016-CV34791 (Cir. Ct. Mo.):

The Court approves the form and content of the Class Notice, and finds that transmission of the Notice as proposed by the Parties meets the requirements of due process and Missouri law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

Judge Jeremy Fogel, *Ko v. Natura Pet Products, Inc.*, (June 24, 2011) No. 5:09cv2619 (N.D. Cal.):

The Court approves, as to form and content, the Long Form Notice of Pendency and Settlement of Class Action ("Long Form Notice"), and the Summary Notice attached as Exhibits to the Settlement Agreement, and finds that the e-mailing of the Summary Notice, and posting on the dedicated internet website of the Long Form Notice, mailing of the Summary Notice post-card, and newspaper and magazine publication of the Summary Notice substantially in the manner as set forth in this Order meets the requirements of Rule 23 of the Federal Rules of Civil Procedure, and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled to notice.

Judge M. Joseph Tiemann, *Billieson v. City of New Orleans*, (May 27, 2011) No. 94-19231 (Civ. D. Ct. La.):

The plan to disseminate notice for the Insurance Settlements (the "Insurance Settlements Notice Plan") which was designed at the request of Class Counsel by experienced Notice Professionals Gina Intrepido-Bowden and Carla A. Peak... IT IS ORDERED as follows: 1. The Insurance Settlements Notice Plan is hereby approved and shall be executed by the Notice Administrator; 2. The Insurance Settlements Notice Documents, substantially in the form included in the Insurance Settlements Notice Plan, are hereby approved.

Judge James Robertson, *In re Department of Veterans Affairs (VA) Data Theft Litig.*, (February 11, 2009) MDL No. 1796 (D.C.):

The Court approves the proposed method of dissemination of notice set forth in the Notice Plan, Exhibit 1 to the Settlement Agreement. The Notice Plan meets the requirements of due process



and is the best notice practicable under the circumstances. This method of Class Action Settlement notice dissemination is hereby approved by the Court.

Judge Louis J. Farina, *Soders v. General Motors Corp.*, (December 19, 2008) No. CI-00-04255 (C.P. Pa.):

The Court has considered the proposed forms of Notice to Class members of the settlement and the plan for disseminating Notice, and finds that the form and manner of notice proposed by the parties and approved herein meet the requirements of due process, are the best notice practicable under the circumstances, and constitute sufficient notice to all persons entitled to notice.

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 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 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, *Hunsucker v. American Standard Ins. Co. of Wisconsin*, (August 10, 2007) No. CV-2007-155-3 (Cir. Ct. Ark.):

Having admitted and reviewed the Affidavits of Carla Peak and Christine Danielson concerning the success of the notice campaign, including the fact that written notice reached approximately 86% of the potential Class Members, the Court finds that it is unnecessary to afford a new opportunity to request exclusion to individual class members who had an earlier opportunity to request exclusion but failed to do so...Specifically, the Court received and admitted affidavits from Carla Peak and Christine Danielson, setting forth the scope and results of the notice campaign. Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Class Notice and settlement website 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.

Presentations and Articles

- *Settlement, Notice and Claims, Objectors, Cy Pres, and Attorney's Fees*, University of Michigan Law School Consumer Class Actions & Complex Litigation (736-01), Carla Peak (November 2020).
- "Class Action in a Modern Digital Age" COMMITTEE TO SUPPORT THE ANTITRUST LAWS (COSAL), Carla Peak (June 2020)



- *“Rule 23: Recent Rule Revisions.” Class Action Litigation in 2020: What You Need to Know*, NEW JERSEY BAR ASSOCIATION, Carla Peak (February 2020).
- *“Marching to Their Own Drumbeat.” What Lawyers Don’t Understand About Notice and Claims Administration*, AMERICAN BAR ASSOCIATION 23rd Annual National Institute on Class Actions, Carla Peak (October 2019).
- *Class Action Notice and Settlement Administration*, Columbia Law School Complex Litigation Challenges and Strategies in Multijurisdictional and Aggregate Litigation (L9225), Carla Peak (March 2018).
- *“A Winning Hand or a Flop?” After 50 Years, Are Class Actions Still Legit?*, AMERICAN BAR ASSOCIATION 20th Annual National Institute on Class Actions, Carla Peak (October 2016).
- *Class Action Notice Requirements: Leveraging Traditional and Emerging Media to Reach Class Members*, STRAFFORD, Carla Peak (April 2016).
- *The Ethics of Class Action Settlements*, CHICAGO BAR ASSOCIATION, Class Litigation Committee, Carla Peak (June 2014).
- *Innovations in Notification*, CHICAGO BAR ASSOCIATION, Class Litigation Committee Spring Seminar, Carla Peak, presenter (May 2012).
- *Ethics in Legal Notification* accredited CLE Program (December 2012-November 2014).
- *Pitfalls of Class Action Notice and Settlement Administration* accredited CLE Program (March 2014).
- *The Fundamentals of Settlement Administration* accredited CLE Program (October 2012-August 2013).
- Carla Peak and Steven Weisbrot. *How to Design Your Notice to Minimize Professional Objectors*, Class Action Lawsuit Defense: Class Action Defense News, Developments and Commentary provided by BakerHostetler (www.classactionlawsuitdefense.com) (July 20, 2012).
- *Class Action Settlement Administration Tips & Pitfalls on the Path to Approval* accredited CLE Program (October 2012).
- *Legal Notice Ethics* accredited CLE Program (May 2010-January 2011).
- Carla Peak, *Is your legal notice designed to be noticed?* WESTLAW JOURNAL CLASS ACTION Vol.18 Issue 10 (2011).
- John B. Isbister, Todd B. Hilsee & Carla A. Peak, *Seven Steps to a Successful Class Action Settlement*, AMERICAN BAR ASSOCIATION, SECTION OF LITIGATION, CLASS ACTIONS TODAY 16 (2008).

Depositions and Testimony

- *Head v. Citibank, N.A.*, No. 3:18-CV-08189 (D. Ariz.), August 6, 2020
- *Palmer v. KCI USA, Inc.*, No. 4:19-CV-3084 (D. Neb.), October 14, 2020
- *Wesley v. Snap Finance LLC*, No. 2:20-cv-00148 (D. Utah), February 11, 2021



Case Examples

Case	Court
<i>In re Columbia/HCA Healthcare Corp. (Billing Practices Litig.)</i>	M.D. Tenn., MDL No. 1227
<i>Soders v. General Motors Corp. (Marketing Initiative)</i>	C.P. Pa., No. CI-00-04255
<i>Nature Guard Cement Roofing Shingles Cases</i>	Cal. Super. Ct., J.C.C.P. No. 4215
<i>Defrates v. Hollywood Entertainment Corp. (Extended Viewing Fees)</i>	Cir. Ct. Ill., St. Clair. Co., No. 02L707
<i>West v. G&H Seed Co. (Crawfish Farmers)</i>	27 th Jud. D. Ct. La., No. 99-C-4984-A
<i>Baiz v. Mountain View Cemetery (Burial Practices)</i>	Cal. Super. Ct., No. 809869-2
<i>Richison v. American Cemwood Corp. (Roofing Durability)</i>	Cal. Super. Ct., No. 005532
<i>Friedman v. Microsoft Corp. (Antitrust)</i>	Ariz. Super. Ct., No. CV 2000-000722
<i>Davis v. Am. Home Prods. Corp. (Norplant Contraceptive)</i>	Civ. D. Ct. La., Div. K, No. 94-11684
<i>Gordon v. Microsoft Corp. (Antitrust)</i>	D. Minn., No. 00-5994
<i>Fisher v. Virginia Electric & Power Co.</i>	E.D. Va., No 3:02-CV-431
<i>Bardessono v. Ford Motor Co. (15 Passenger Vans Outreach)</i>	Wash. Super. Ct., No. 32494
<i>Gardner v. Stimson Lumber Co. (Forestex Siding)</i>	Wash. Super. Ct., No. 00-2-17633-3SEA
<i>Nichols v. SmithKline Beecham Corp. (Paxil)</i>	E.D. Pa., No. 00-6222
<i>In re Educ. Testing Serv. PLT 7-12 Test Scoring</i>	E.D. La., 2:04md1643
<i>In re Serzone Products Liability</i>	S.D. W. Va., 02-md-1477
<i>Ford Explorer Cases</i>	Cal. Super. Ct., JCCP Nos. 4226 & 4270
<i>In re Lupron Marketing & Sales Practices</i>	D. Mass., MDL No.1430
<i>Morris v. Liberty Mutual Fire Ins. Co.</i>	D. Okla., NO. CJ-03-714
<i>Thibodeaux v. Conoco Philips Co.</i>	D. La., No. 2003-481
<i>Morrow v. Conoco Inc.</i>	D. La., No. 2002-3860
<i>Tobacco Farmer Transition Program</i>	U.S. Dept. of Agric.
<i>Froeber v. Liberty Mutual Fire Ins. Co.</i>	Cir. Ct. Ore., No. 00C15234
<i>Carnegie v. Household Int'l, Inc.</i>	N.D. Ill., No. 98-C-2178
<i>In re Royal Ahold Securities and "ERISA"</i>	D. Md., 1:03-md-01539
<i>First State Orthopaedics et al. v. Concentra, Inc., et al.</i>	E.D. Pa., No. 2:05-CV-04951-AB
<i>Meckstroth v. Toyota Motor Sales, U.S.A., Inc.</i>	24th Jud. D. Ct. La., No. 583-318
<i>In re High Sulfur Content Gasoline Products Liability</i>	E.D. La., MDL No. 1632
<i>Desportes v. American General Assurance Co.</i>	Ga. Super. Ct., No. SU-04-CV-3637
<i>In re Residential Schools Litigation</i>	Ont. Super. Ct., 00-CV-192059 CPA
<i>Turner v. Murphy Oil USA, Inc.</i>	E.D. La., No. 2:05-CV-04206-EEF-JCW
<i>Carter v. North Central Life Ins. Co.</i>	Ga. Super. Ct., No. SU-2006-CV-3764-6
<i>Friedman v. Microsoft Corp. (Antitrust)</i>	Ariz. Super. Ct., No. CV 2000-000722



<i>Ciabattari v. Toyota Motor Sales, U.S.A., Inc.</i>	N.D. Cal., No. C-05-04289-BZ
<i>Peek v. Microsoft Corporation</i>	Cir. Ct. Ark., No. CV-2006-2612
<i>Reynolds v. The Hartford Financial Services Group, Inc.</i>	D. Ore., No. CV-01-1529 BR
<i>Zarebski v. Hartford Insurance Co. of the Midwest</i>	Cir. Ct. Ark., No. CV-2006-409-3
<i>In re Parmalat Securities</i>	S.D.N.Y., 1:04-md-01653 (LAK)
<i>Beasley v. The Reliable Life Insurance Co.</i>	Cir. Ct. Ark., No. CV-2005-58-1
<i>Sweeten v. American Empire Insurance Company</i>	Cir. Ct. Ark., No. 2007-154-3
<i>Gunderson v. F.A. Richard & Associates, Inc. (FARA)</i>	14th Jud. D. Ct. La., No. 2004-2417-D
<i>Gunderson v. F.A. Richard & Associates, Inc. (Focus)</i>	14th Jud. D. Ct. La., No. 2004-2417-D
<i>Hunsucker v. American Standard Ins. Co. of Wisconsin</i>	Cir. Ct. Ark., No., CV-2007-155-3
<i>Burgess v. Farmers Insurance Co., Inc.</i>	D. Okla., No. CJ-2001-292
<i>Grays Harbor v. Carrier Corporation</i>	W.D. Wash., No. 05-05437-RBL
<i>Donnelly v. United Technologies Corp.</i>	Ont. S.C.J., 06-CV-320045CP
<i>Wener v. United Technologies Corp.</i>	QC. Super. Ct., 500-06-000425-088
<i>Brookshire Bros. v. Chiquita (Antitrust)</i>	S.D. Fla., No. 05-CIV-21962
<i>Johnson v. Progressive</i>	Cir. Ct. Ark., No. CV-2003-513
<i>Bond v. American Family Insurance Co.</i>	D. Ariz., CV06-01249-PXH-DGC
<i>Angel v. U.S. Tire Recovery (Tire Fire)</i>	Cir. Ct. W. Va., No. 06-C-855
<i>In re TJX Companies Retail Security Breach</i>	D. Mass., MDL No. 1838
<i>Webb v. Liberty Mutual Insurance Co.</i>	Cir. Ct. Ark., No. CV-2007-418-3
<i>Shaffer v. Continental Casualty Co. (Long Term Care Insurance)</i>	C.D. Cal., SACV06-2235-PSG (PJWx)
<i>Palace v. DaimlerChrysler (Neon Head Gaskets)</i>	Cir. Ct. Ill., Cook Co., No. 01-CH-13168
<i>Beringer v. Certegy Check Services, Inc. (Data Breach)</i>	M.D. Fla., No. 8:07-cv-1657-T-23TGW
<i>Lockwood v. Certegy Check Services, Inc. (Data Breach)</i>	M.D. Fla., No. 2:07-CV-587-FtM-29-DNF
<i>Sherrill v. Progressive Northwestern Ins. Co.</i>	18th D. Ct. Mont., No. DV-03-220
<i>Gunderson v. F.A. Richard & Associates, Inc. (AIG)</i>	14th Jud. D. Ct. La., No. 2004-2417-D
<i>Jones v. Dominion Transmission, Inc.</i>	S.D. W. Va., No. 2:06-cv-00671
<i>Gunderson v. F.A. Richard & Associates, Inc. (Wal-Mart)</i>	14th Jud. D. Ct. La., No. 2004-2417-D
<i>In re Trans Union Corp. Privacy (Data Breach)</i>	N.D. Ill., MDL No. 1350
<i>Gunderson v. F.A. Richard & Associates., Inc. (Amerisafe)</i>	14th Jud. D. Ct. La., No. 2004-002417
<i>Bibb v. Monsanto Co. (Nitro)</i>	Cir. Ct. W.Va., No. 041465
<i>Carter v. Monsanto Co. (Nitro)</i>	Cir. Ct. W.Va., No. 00-C-300
<i>In re U.S. Department of Veterans Affairs (VA) Data Breach</i>	D. D.C., MDL 1796
<i>In re Countrywide Financial Corp. Customer Data Security Breach</i>	W.D. Ky., MDL No. 3:08-md-1998
<i>Dolen v. ABN AMRO Bank N.V. (Callable CDs)</i>	Ill. Cir. Ct., Nos. 01-L-454 & 01-L-493



<i>Griffin v. Dell Canada Inc.</i>	Ont. Super. Ct., No. 07-CV-325223D2
<i>Plubell v. Merck & Co., Inc.</i>	Cir. Ct. Mo., No. 04CV235817-01
<i>Billieson v. City of New Orleans</i>	D. Ct. La., No. 94-19231
<i>Anderson v. Government of Canada</i>	Sup. Ct. NL, No. 2008NLTD166
<i>Ko v. Natura Pet Products, Inc.</i>	N.D. Cal., No. 5:09cv02619
<i>Allen v. UMB Bank, N.A.</i>	Cir. Ct. Mo., No. 1016-CV34791
<i>Blue Cross of California Website Security Cases</i>	Sup. Ct. Cal., No. JCCP 4647
<i>Alvarez v. Haseko Homes, Inc.</i>	Cir. Ct. HI., No. 09-1-2691-11
<i>LaRocque v. TRS Recovery Services, Inc.</i>	D. Maine, No. 2:11cv00091
<i>In re: Zurn Pex Plumbing Products Liability Litig.</i>	D. Minn., MDL No. 08-1958
<i>Molina v. Intrust Bank, N.A.</i>	18 th Jud. D. Ct., 10-cv-3686
<i>In Re: Uponor, Inc., F1807 Products Liability Litigation</i>	D. Minn., MDL No. 2247
<i>Shames v. The Hertz Corporation</i>	S.D. Cal., No. 07cv2174-MMA
<i>Stroud v. eMachines, Inc.</i>	D. Ct. Cleveland Cnty, Okla., No. CJ-2003-968-L
<i>Holman v. Experian Information Solutions, Inc.</i>	N.D. Cal., No. 4:11cv00180
<i>Beck-Ellman v. Kaz USA Inc.</i>	S.D. Cal., No. 10-cv-2134
<i>Lee v. Stonebridge Life Insurance Company</i>	N.D. Cal., No. 3:11-cv-00043
<i>Steinfeld v. Discover Financial Services</i>	N.D. Cal., No. 3:12-cv-01118
<i>Cappalli v. BJ's Wholesale Club, Inc.</i>	D. R.I., No. 1:10-cv-00407
<i>Poertner v. The Gillette Co. and The Procter & Gamble Co.</i>	M.D. Fla., No. 6:12-cv-00803
<i>In re Hypodermic Products Antitrust Litigation</i>	D. N.J., No. 2:05-cv-01602
<i>McCrary v. The Elations Company, LLC (Certification Notice)</i>	C.D. Cal., No. 13-cv-00242
<i>Lerma v. Schiff Nutrition International, Inc.</i>	S.D. Cal., No. 3:11-cv-01056
<i>Charles v. Haseko Homes, Inc.</i>	Cir. Ct. HI., No. 09-1-2697-11
<i>Kai v. Haseko Homes, Inc.</i>	Cir. Ct. HI., No. 09-1-2834-12
<i>Roberts v. Electrolux Home Products, Inc.</i>	C.D. Cal., No. 8:12-cv-01644
<i>Demereckis v. BSH Home Appliances Corp. (Certification Notice)</i>	C.D. Cal., No. 8:10-cv-00711
<i>In re Skelaxin (Metaxalone) Antitrust Litigation</i>	E.D. Ten., MDL 2343, No. 1:12-cv-194
<i>Demmick v. Cellco Partnership d/b/a Verizon Wireless</i>	D. Ct. N.J., No. 06-cv-2163
<i>Cobb v. BSH Home Appliances Corporation</i>	C.D. Cal., No. 8:10-cv-00711
<i>Fond du Lac Bumper Exchange Inc. v. Jui Li Enterprise Co. Ltd. (Direct & Indirect Purchasers Classes)</i>	E.D. Wis., No. 2:09-cv-00852
<i>Thomas v. Lennox Industries Inc.</i>	N.D. Ill., No. 1:13-cv-07747
<i>In re Sears, Roebuck and Co. Front-Loading Washer Products Liability Litigation</i>	N.D. Ill., No. 1:06-cv-07023
<i>Chambers v. Whirlpool Corporation</i>	C.D. Cal., No. 8:11-cv-01733
<i>The Dial Corp. v. News Corp.</i>	S.D.N.Y., No. 1:13-cv-06802



<i>Cole v. Asurion Corporation</i>	C.D. Cal., 2:06-cv-6649
<i>Stender v. Archstone-Smith Operating Trust</i>	D. Colo., 1:07-cv-02503
<i>Campos v. Calumet Transload Railroad, LLC</i>	N.D. Ill., 1:13-cv-08376
<i>In re: The Home Depot, Inc., Customer Data Security Breach Litig.</i>	N.D. Ga., 1:14-md-02583
<i>Russell v. Kohl's Department Stores, Inc.</i>	C.D. Cal., No 5:15-cv-01143
<i>Barba v. Shire U.S., Inc.</i>	S.D. Fla., No. 1:13-cv-21158
<i>Giuliano v. SanDisk Corporation</i>	N.D. Cal., No. 4:10-cv-2787
<i>Anderson v. The Attorney General of Canada</i>	Sup. Ct. NL, No. 2007 01T4955CP
<i>Kearney v. Equilon Enterprises LLC</i>	D. Ore., No. 3:14-cv-00254
<i>Jammal v. American Family Ins. Grp.</i>	N.D. Ohio, No. 1:13-cv-00437
<i>Q+ Food, LLC v. Mitsubishi Fuso Truck of America, Inc.</i>	D. N.J., No 3:14-cv-06046
<i>In Re: Rust-Oleum Restore Marketing , Sales Practices and Products Liability Litigation</i>	N.D. Ill., No. 1:15-cv01364
<i>Johnson v. Yahoo! Inc.</i>	N.D. Ill., No. 1:14-cv02028
<i>Wells v. Abbott Laboratories, Inc.</i>	Sup. Ct. Cal., No. BC389753
<i>Rafofsky v. Nissan North America, Inc.</i>	C.D. Cal., No. 2:15-cv-01848
<i>In re Yapstone Data Breach</i>	N.D. Cal., No. 4:15-cv-04429
<i>Lavinsky v. City of Los Angeles</i>	Sup. Ct. Cal., No. BC542245
<i>Mullins v. Direct Digital LLC.</i>	N.D. Ill., No. 1:13-cv-01829
<i>In re: Solodyn (Minocycline Hydrochloride) Antitrust Litigation (Direct Purchaser Class)</i>	D. Mass., No. 1:14-md-2503
<i>Flaum v. Doctor's Associates, Inc. (d/b/a Subway)</i>	S.D. Fla., No. 16-cv-61198
<i>Eck v. City of Los Angeles</i>	Sup. Ct. Cal., No. BC577028
<i>Brill v. Bank of America, N.A.</i>	D. Ariz., No. 2:16-cv-03817
<i>In re Lidoderm Antitrust Litigation (Indirect Purchaser Class)</i>	N.D. Cal., 3:14-md-02521
<i>Luster v. Wells Fargo Dealer Services, Inc.</i>	N.D. Ga., 1:15-cv-01058
<i>Prather v. Wells Fargo Bank, N.A.</i>	N.D. Ga., 1:15-cv-04231
<i>Technology Training Associates v. Buccaneers Limited Partnership</i>	M.D. Fla., 8:16-cv-01622
<i>In re Asacol Antitrust Litigation (Direct Purchaser)</i>	D. Mass., No. 1:15-cv-12730
<i>In re Anthem, Inc. Data Breach Litigation</i>	N.D. Cal., No. 15-md-02617
<i>Nishimura v Gentry Homes, LTD.</i>	Cir. Ct. Hawai'i, 11-11-1-1522-07-RAN
<i>In re Monitronics International, Inc., TCPA Litigation</i>	N.D. W.Va., No. 5:11-cv-00090
<i>Truong v. Peak Campus Management, LLC</i>	Sup. Ct. Ill., No. 2016 CH 9735
<i>Rikos v. The Procter & Gamble Co. (Align Probiotics)</i>	S.D. Ohio, No. 11-cv-00226
<i>Abante Rooter and Plumbing, Inc. v. Alarm.com Inc. (Certification)</i>	N.D. Cal., No. 4:15-cv-06314
<i>In Re: Asacol Antitrust Litig. (Direct)</i>	D. Mass., No. 1:15-cv-12730
<i>In Re: Asacol Antitrust Litig. (Indirect-Certification)</i>	D. Mass., No. 1:15-cv-12730



<i>Houze v. Brasscraft Manufacturing Co. (EZ-FLO)</i>	Sup. Ct. Ca., No. BC493276
<i>Brown v. The Attorney General of Canada and Riddle v. Her Majesty the Queen (Sixties Scoop)</i>	O.S.C.J., No. cv-09-00372025
<i>Barrow v. JPMorgan Chase Bank, N.A.</i>	N.D. Ga., No. 1:16-cv-03577
<i>Dodge v. PHH Corporation</i>	C.D. Ca., No. 8:15-cv-01973
<i>Eubank v. Pella Corporation</i>	N.D. Ill., No. 1:06-cv-04481
<i>Ross v. Her Majesty the Queen; Ross v. Attorney General of Canada; Roy v. Attorney General of Canada and Satalic v. Attorney General of Canada (LGBT Purge)</i>	F.C., No. T-370-17; O.S.C.J., No. CV-16-5653275; Q.C.S.C., No. 500-06-000819-165; and F.C., No. T-2110-16
<i>In re Arby's Restaurant Group, Inc. Data Security Litigation</i>	N.D. Ga., No. 1:17-cv-1035
<i>In re Experian Data Breach Litigation</i>	C.D. Cal., No. 15-cv-1592
<i>Holt v. Foodstate, Inc.</i>	D. N.H., No. 1:17-cv-00637
<i>In re IKO Roofing Shingles Products Liability Litigation</i>	C.D. Ill., No. 2:09-md-02104
<i>Woodward v. Lee Labrada (weight-loss supplement)</i>	C.D. Cal. No. 5:16-cv-00189
<i>In re Samsung Top-Load Washing Machine Marketing, Sales Practices and Product Liability Litigation</i>	W.D. Okla., No. 5:17-ml-02792
<i>In re Trader Joe's Tuna Litigation</i>	C.D. Cal., No. 2:16-cv-01371
<i>Hickcox-Huffman v. US Airways, Inc.</i>	N.D. Cal, No. 5:10-cv-05193
<i>Abante Rooter and Plumbing, Inc. v. Alarm.com Inc. (Settlement)</i>	N.D. Cal., No. 4:15-cv-06314
<i>Smith v. Complyright, Inc.</i>	N.D. Ill., No. 1:18-cv-4990
<i>Schneider v. Chipotle Mexican Grill, Inc.</i>	N.D. Cal., No. 3:16-cv-02200
<i>Holt v. Foodstate, Inc.</i>	D. N.H., No. 1:17-cv-00637
<i>Lecenat v. Douglas Perlitz</i>	D. Conn., No. 3:13-cv-01132
<i>Elkies v. Johnson & Johnson Services, Inc.</i>	C.D. Cal., No. 2:17-cv-07320
<i>In re Morning Song Bird Food Litigation</i>	S.D. Cal., No. 3:12-cv-01592
<i>In re Nexus 6P Products Liability Litigation</i>	N.D. Cal., No 5:17-cv-02185
<i>Worth v. CVS Pharmacy, Inc.</i>	E.D.N.Y., No. 2:16-cv-0200498
<i>Abante Rooter and Plumbing, Inc. v. OH Insurance Agencylarm.com Inc. (Settlement)</i>	N.D. Ill., No. 1:15-cv-09025
<i>Soukhaphonh v. Hot Topic, Inc.</i>	C.D. Cal., No. 2:16-cv-05124
<i>Weeks v. Google LLC</i>	N.D. Cal., No. 5:18-cv-00801
<i>In re: Sonic Corp. Customer Data Breach Litigation</i>	N.D. Ohio, No. 1:17-md-02807
<i>Brickman v. Fitbit, Inc.</i>	N.D. Cal., No. 3:15-cv-02077
<i>Cicciarella v. Califia Farms, LLC</i>	S.D.N.Y, No. 7:19-cv-08785
<i>Gann v. Nissan North America, Inc.</i>	M.D. Tenn., No. 3:18-cv-00966
<i>Weckworth v. Nissan North America, Inc.</i>	M.D. Tenn., No. 3:18-cv-00588
<i>Norman v. Nissan North America, Inc.</i>	M.D. Tenn., No. 3:18-cv-00534
<i>Suchanek v. Sturm Foods, Inc.</i>	S.D. Ill., No. 3:11-cv-00565
<i>In re Thalomid and Revlimid Antitrust Litigation</i>	D. N.J., No. 2:14-cv-06997



<i>Slovin v. Sunrun, Inc.</i>	N.D. Cal., No. 4:15-cv-05340
<i>Owens v. Bank of America, N.A.</i>	S.D. Fla., No. 19-cv-20614
<i>Blondell v. Bruce Bouton</i>	E.D. N.Y., No. 1:17-cv-00372
<i>Olsen v. ContextLogic Inc.</i>	Cir. Ct. Ill., No. 2019-CH-06737
<i>Yoby v. City of Cleveland</i>	C.P. Ohio, No. CV-15-852708
<i>Lloyd v. Eaze Solutions, Inc.</i>	N.D. Cal., No. 3:18-cv-05176
<i>Ramsey v. 41 E. Chestnut Crab Partners, LLC</i>	Cir. Ct. Ill., No. 2019-CH-2759
<i>Fliegelman v. Greyhound Lines, Inc.</i>	Sup. Ct. Cal., No. 56-2020-00540432
<i>Madya v. Ohio Department of Public Safety</i>	Ct. Claims Ohio, No. 2019-00426JD
<i>Pine v. A Place for Mom Inc.</i>	W.D. Wash., No. 2:17-cv-01826
<i>McCurley v. Royal Seas Cruises, Inc.</i>	S.D. Cal., No. 17-cv-986
<i>Wakefield v. Visalus, Inc.</i>	D. Ore., No. 3:15-cv-01857
<i>Hand v. Beach Entertainments KC</i>	W.D. Mo., No. 4:18-cv-00668
<i>Loftus v. SunRun, Inc.</i>	N.D. Cal., No. 3:19-cv-01608
<i>Friend v. FGF Brands (USA), INC.</i>	N.D. Ill., No. 1:18-cv-07644
<i>Foshee v. Delta Air Lines, Inc.</i>	N.D. Fla., No. 4:19-cv-00612