

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

HELEN HANKS on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

VOYA RETIREMENT INSURANCE AND
ANNUITY COMPANY,

Defendant.

Case No. 16-cv-6399

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

I, JENNIFER M. KEOUGH, declare as follows:

INTRODUCTION

1. I am the President and Co-Founder of JND Legal Administration LLC (“JND”). This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees and Counsel for the Plaintiff and Defendant (“Counsel”), and if called upon to do so, I could and would testify competently thereto.

2. I have more than 20 years of legal experience creating and supervising notice and claims administration programs and have personally overseen well over 1,000 matters. A comprehensive description of my experience is attached as Exhibit A.

3. JND is a legal administration services provider with headquarters located in Seattle, Washington. JND has extensive experience with all aspects of legal administration and has administered hundreds of class action matters.

4. I submit this Declaration at the request of Counsel in the above-referenced case to describe the proposed program for providing notice to Class members (the “Notice Program”) and

address why it is consistent with other best practicable court-approved notice programs and the requirements of Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”), the Due Process Clause of the United States constitution, and the Federal Judicial Center (“FJC”) guidelines for best practicable due process notice.

RELEVANT EXPERIENCE

5. JND is one of the leading legal administration firms in the country. JND’s class action division provides all services necessary for the effective implementation of class actions including: (1) all facets of legal notice, such as outbound mailing, email notification, and the design and implementation of media programs, including through digital and social media platforms; (2) website design and deployment, including on-line claim filing capabilities; (3) call center and other contact support; (4) secure class member data management; (5) paper and electronic claims processing; (6) calculation design and programming; (7) payment disbursements through check, wire, PayPal, merchandise credits, and other means; (8) qualified settlement fund tax reporting; (9) banking services and reporting; and (10) all other functions related to the secure and accurate administration of class actions.

6. JND is an approved vendor for the United States Securities and Exchange Commission (“SEC”) as well as for the Federal Trade Commission (“FTC”) and we have worked with a number of other government agencies including: the U.S. Equal Employment Opportunity Commission (“EEOC”), the Office of the Comptroller of the Currency (“OCC”), the Consumer Financial Protection Bureau (“CFPB”), the Federal Deposit Insurance Corporation (“FDIC”), the Federal Communications Commission (“FCC”), the Department of Justice (“DOJ”) and the Department of Labor (“DOL”). We also have Master Services Agreements with various corporations, banks, and other government agencies, which were only awarded after JND

underwent rigorous reviews of our systems, privacy policies, and procedures. JND has also been certified as SOC 2 compliant by noted accounting firm Moss Adams.¹ Finally, JND has been recognized by various publications, including the *National Law Journal*, the *Legal Times* and the *New York Law Journal*, for excellence in class action administration.

7. The principals of JND, including myself, collectively have over 80 years of experience in class action legal and administrative fields. We have personally overseen some of the most complex administration programs, including: the \$20 billion Gulf Coast Claims Facility; the \$10 billion Deepwater Horizon BP Settlement; the \$6.15 billion WorldCom Securities Settlement; the \$3.4 billion Indian Trust Settlement (the largest U.S. Government class action ever); and the \$3.05 billion VisaCheck/MasterMoney Antitrust Settlement.

8. Recently, JND was appointed as the notice and claims administrator in the \$2.67 billion Blue Cross Blue Shield antitrust settlement, and we have been handling the settlement administration of the following matters: the \$1.3 billion Equifax Data Breach Settlement, the largest class action ever in terms of the number of claims received; a voluntary remediation program in Canada on behalf of over 30 million people; the \$1.5 billion Mercedes-Benz Emissions Settlement, the \$120 million GM Ignition class action economic settlement, where we sent notice to nearly 30 million class members, and the \$215 million USC Student Health Center Settlement on behalf of women who were sexually abused by a doctor at USC, as well as hundreds of other matters. Our notice campaigns are regularly approved by courts throughout the United States.

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

CASE BACKGROUND

9. JND was approved as the Notice Administrator for the notice of pendency for this matter. In its April 23, 2019 order, this Court approved the form and content of the notices attached to my Declaration that was filed on April 3, 2019 at Docket No. 120, and the notice program to provide notice of the litigation to members of the Class. JND successfully implemented each aspect of that notice program starting June 13, 2019 through the July 29, 2019 opt out deadline.

10. The objective of the Notice Program here is to provide notice of the settlement to members of the Class. The Class consists of all owners of universal life and variable universal life insurance policies issued by Aetna Life Insurance and Annuity Company, now known as Voya, that were subject to the cost of insurance (“COI”) increase announced in 2016.²

NOTICE PROGRAM

11. JND’s Notice Program consists of a mailed notice effort. In addition, JND will update the existing case website, www.VoyaCOILitigation.com, and toll-free number, 1-833-759-2984, for settlement. All forms of notice have been designed to inform Class members of the settlement and their rights and options.

12. JND received the postal addresses for all or nearly all Class members (47,308) during the litigation notice effort. Defendant Voya Retirement Insurance and Annuity Company (“Voya”) and The Lincoln Life and Annuity Company of New York (“Lincoln”) will provide updated address information for all Class members prior to mailing. Factoring un-deliverables and forwarded mail, the individual notice effort alone is expected to reach more than 95% of Class members.

² Excluded from the Class are the twelve policies that previously timely and validly opted-out, Class Counsel and their employees; Voya and Lincoln; officers and directors of Voya and Lincoln, and members of their immediate families; the heirs, successors or assigns of any of the foregoing; the Court, the Court’s staff, and their immediate families.

13. **Mail Notice:** JND will send the Settlement Short-Form (Postcard) Notice, attached hereto as Exhibit B, via first-class U.S. mail to all Class Members at the addresses that will be provided by Voya and Lincoln and then updated by the National Change of Address database (“NCOA”).³ JND will re-mail any Notices returned by the United State Postal Service with a forwarding address.

14. **Website Notice:** JND will update the dedicated case website with information about the settlement and copies of relevant case documentation, including but not limited to the Settlement Long-Form Notice, attached hereto as Exhibit C. The website has an easy-to-navigate design and emphasizes important information and key dates. The website was established on June 13, 2019. As of the July 29, 2019 notice end period, the website received 585 unique visitors and a total of 2,366 page views.

15. **Toll-free Number:** JND will update the automated toll-free number with information about the settlement. The toll-free number was established on June 13, 2019. As of the July 29, 2019 notice end period, the toll-free number has received 404 calls.

NOTICE DESIGN AND CONTENT

16. JND designed the proposed notice documents to comply with the Rule 23’s guidelines for class action notices, as well as the FJC’s *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*. The notices contain easy-to-read summaries of the settlement and the exclusion and objection option that is available to Class members. The notices

³ The NCOA database is the official United States Postal Service (“USPS”) technology product which makes change of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream. This product is an effective tool to update address changes when a person has completed a change of address form with the USPS. The address information is maintained on the database for 48 months.

also provide instructions on how to receive more information about the settlement. Many courts have approved notices that have been written and designed in a similar manner.

REACH


17. The proposed Notice Program is designed to reach the vast majority of Class members. As a result, the anticipated 95%+ reach meets that of other court approved programs, an exceeds the 70% or above reach standard set forth by the FJC.

CONCLUSION

In JND's opinion, the proposed Notice Program provides the best notice practicable under the circumstances; is consistent with the requirements of Rule 23; and is consistent with, and/or exceeds, other similar court-approved best notice practicable notice programs. The Notice Program is designed to reach as many Class members as possible and inform them of the settlement and their rights and options.

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

Executed on January 19, 2022, at Seattle, Washington.

By: 

Jennifer M. Keough

EXHIBIT A

JENNIFER KEOUGH

PRESIDENT AND CO-FOUNDER

JND | LEGAL
ADMINISTRATION



I.

INTRODUCTION

Jennifer Keough is President and Co-Founder of JND Legal Administration (“JND”). She is the only judicially recognized expert in all facets of class action administration - from notice through distribution. With more than 20 years of legal experience, Ms. Keough has directly worked on hundreds of high-profile and complex administration engagements, including such landmark matters as the \$20 billion Gulf Coast Claims Facility, \$10 billion BP Deepwater Horizon Settlement, \$3.4 billion Cobell Indian Trust Settlement (the largest U.S. government class action settlement ever), \$3.05 billion VisaCheck/MasterMoney Antitrust Settlement, \$1.3 billion Equifax Data Breach Settlement, \$1 billion Stryker Modular Hip Settlement, \$600 million Engle Smokers Trust Fund, \$215 million USC Student Health Center Settlement, and countless other high-profile matters. She has been appointed notice expert in many notable cases and has testified on settlement matters in numerous courts and before the Senate Committee for Indian Affairs.

The only female President/Co-Founder in the field, Ms. Keough oversees more than 200 employees at JND’s Seattle headquarters, as well as other office locations around the country. She manages all aspects of JND’s class action business from day-to-day processes to high-level strategies. Her comprehensive expertise with

noticing, claims processing, Systems and IT work, call center logistics, data analytics, recovery calculations, check distribution, and reporting gained her the reputation with attorneys on both sides of the aisle as the most dependable consultant for all legal administration needs. Ms. Keough also applies her knowledge and skills to other divisions of JND, including mass tort, lien resolution, government services, and eDiscovery. Given her extensive experience, Ms. Keough is often called upon to consult with parties prior to settlement, is frequently invited to speak on class action issues, and has authored numerous articles in her multiple areas of expertise.

Ms. Keough launched JND with her partners in early 2016. Just a few months later, Ms. Keough was named as the Independent Claims Administrator (“ICA”) in a complex BP Solar Panel Settlement. Ms. Keough also started receiving numerous appointments as notice expert and in 2017 was chosen to oversee a restitution program in Canada where every adult in the country was eligible to participate. Also, in 2017, Ms. Keough was named a female entrepreneur of the year finalist in the 14th Annual Stevie Awards for Women in Business. In 2015 and 2017, she was recognized as a “Woman Worth Watching” by Profiles in Diversity Journal.

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

Prior to forming JND, Ms. Keough was Chief Operating Officer and Executive Vice President for one of the then largest legal administration firms in the country, where she oversaw operations in several offices across the country and was responsible for all large and critical projects. Previously, Ms. Keough worked as a class action

business analyst at Perkins Coie, one of the country's premier defense firms, where she managed complex class action settlements and remediation programs, including the selection, retention, and supervision of legal administration firms. While at Perkins she managed, among other matters, the administration of over \$100 million in the claims-made Weyerhaeuser siding case, one of the largest building product class action settlements ever. In her role, she established a reputation as being fair in her ability to see both sides of a settlement program.

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

II

LANDMARK CASES

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

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

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

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

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

2. *Chester v. The TJX Cos.*

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

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

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

3. *Cobell v. Salazar*

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

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

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

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

4. FTC v. Reckitt Benckiser Grp. PLC

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

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

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

5. *Gulf Coast Claims Facility (GCCF)*

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

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

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

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

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

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

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

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

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

Master File No.: 2:13-CV-20000-RDP (N.D. Ala.)

JND was recently appointed as the notice and claims administrator in the \$2.67 billion Blue Cross Blue Shield proposed settlement. In approving the notice plan designed by Jennifer Keough, United States District Court Judge R. David Proctor, wrote:

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

9. *In re Classmates.com*

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

Ms. Keough managed a team that provided email notice to over 50 million users with an estimated success rate of 89%. When an email was returned as undeliverable, it was re-sent up to three times in an attempt to provide notice to the entire class. Additionally, Ms. Keough implemented a claims administration program which received over 699,000 claim forms and maintained three email addresses in which to receive objections, exclusions, and claim form requests. The Court approved the program when it stated:

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

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

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

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

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

JND transmitted the initial email notice to 104,815,404 million class members beginning on August 7, 2019. (App. 4, ¶¶ 53-54). JND later sent a supplemental email notice to the 91,167,239 class members who had not yet opted out, filed a claim, or unsubscribed from the initial email notice. (Id., ¶¶ 55-56). The notice plan also provides for JND to perform two additional supplemental email notice campaigns. (Id., ¶ 57)...JND has also developed specialized tools to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). As a result, class members have the opportunity to file a claim easily and have that

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

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

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

GM Ignition Switch Compensation Claims Resolution Facility

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

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

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

Ms. Keough was appointed the class action settlement administrator for the \$120 million GM Ignition Switch settlement. On April 27, 2020, Honorable Jesse M. Furman approved the notice program designed by Ms. Keough and her team and the notice documents they drafted with the parties:

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

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

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

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

The Court confirms the appointment of Jennifer Keough of JND Legal Administration ("JND") as Class Action Settlement Administrator and directs Ms. Keough to carry out all duties and responsibilities of the Class Action Settlement Administrator as specified in the Settlement Agreement and herein...The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rules of Civil Procedure 23(c)(2)(b) and 23(e), and fully comply with all laws, including the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation.

13. In re Mercedes-Benz Emissions Litig.

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

JND Legal Administration was recently appointed as the Settlement Administrator in this \$1.5 billion settlement wherein Daimler AG and its subsidiary Mercedes-Benz USA reached an agreement to settle a consumer class action alleging that the automotive companies unlawfully misled consumers into purchasing certain diesel type vehicles by misrepresenting the environmental

impact of these vehicles during on-road driving. As part of its appointment, the Court approved Jennifer Keough's proposed notice plan and authorized JND Legal Administration to provide notice and claims administration services.

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

14. In re MyFord Touch Consumer Litig.

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

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

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

The Court finds that the Class Notice was the best practicable notice under the circumstances, and has been given to all Settlement Class Members known and reasonably identifiable in full satisfaction of the requirements of Rule 23 of the

Federal Rules of Civil Procedure and due process... The Court notes that the reaction of the class was positive: only one person objected to the settlement although, by request of the objector and in the absence of any opposition from the parties, that objection was converted to an opt-out at the hearing.

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

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

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

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

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

Ms. Keough and her team were designated as the escrow agent and claims processor in this \$1 billion settlement designed to compensate eligible U.S. Patients who had surgery to replace their Rejuvenate Modular-Neck and/or ABG II Modular-Neck hip stems prior to November 3, 2014. As the claims processor, Ms. Keough and her team designed internal procedures to ensure the accurate review of all medical documentation received; designed an interactive website which included online claim filing; and established a toll-free number to allow class members to receive information about the settlement 24 hours a day. Additionally, she oversaw the creation of a deficiency process

to ensure claimants were notified of their deficient submission and provided an opportunity to cure. The program also included an auditing procedure designed to detect fraudulent claims and a process for distributing initial and supplemental payments. Approximately 95% of the registered eligible patients enrolled in the settlement program.

17. *In re The Engle Trust Fund*

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

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

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

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

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

Ms. Keough supervised the notice and claims administration for this securities class action, which included three separate settlements with defendants totaling \$208.5 million. In addition to mailing notice to over one million class members, Ms. Keough managed the claims administration program, including the review and processing of claims, notification of claim deficiencies, and distribution. In preparation for the processing of claims, Ms. Keough and her team established a unique database to store the proofs of claim and supporting documentation; trained staff to the particulars of this settlement; created multiple computer programs for the entry of class member's unique information; and developed a program to calculate the recognized loss amounts pursuant to the plan of allocation. The program was designed to allow proofs of claim to be filed by

mail or through an online portal. A deficiency process was established in order to reach out to class members who submitted incomplete proof of claims. The deficiency process involved reaching out to claimants via letters, emails, and telephone calls.

19. *King v. Bumble Trading Inc*

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

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

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

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

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

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

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

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

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

21. *Loblaw Card Program*

Jennifer Keough was selected by major Canadian retailer Loblaw and its counsel to act as program administrator in its voluntary remediation program. The program was created as a response to a price-fixing scheme perpetrated

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

22. *McWilliams v. City of Long Beach*

No. BC261469 (Cal. Super. Ct.)

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

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

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

23. *New Orleans Tax Assessor Project*

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

24. *USC Student Health Ctr. Settlement*

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

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

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

25. Williams v. Weyerhaeuser Co.

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

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

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

III.

JUDICIAL RECOGNITION

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

1. Judge Timothy J. Corrigan

Levy v. Dolgencorp, LLC, (December 2, 2021)

No. 20-cv-01037-TJC-MCR (M.D. Fla.):

No Settlement Class Member has objected to the Settlement and only one Settlement Class Member requested exclusion from the Settlement through the opt-out process approved by this Court...The Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice. The Notice Program fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

2. Honorable Nelson S. Roman

Swetz v. GSK Consumer Health, Inc., (November 22, 2021) No. 20-cv-04731 (S.D.N.Y.):

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

3. Judge Morrison C. England, Jr.

Martinelli v. Johnson & Johnson, (September 27, 2021)
No. 15-cv-01733-MCE-DB (E.D. Cal.):

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

4. Honorable Nathanael M. Cousins

Malone v. Western Digital Corp., (July 21, 2021) No. 20-cv-03584-NC (N.D. Cal.):e

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

5. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (June 7, 2021)
No. 14-md-02542 (S.D.N.Y.):

The Notice Plan provided for notice through a nationwide press release, print notice in the national edition of People magazine, and electronic media—Google Display Network, Facebook, and LinkedIn—using a digital advertising campaign with links to a settlement website. Proof that Plaintiffs have complied with the Notice Plan has been filed with the Court. The Notice Plan met the requirements of due process and Federal Rule of Civil Procedure 23; constituted the most effective and best notice

of the Agreement and fairness hearing practicable under the circumstances; and constituted due and sufficient notice for all other purposes to all other persons and entities entitled to receive notice.

6. Judge Vince Chhabria

Solberg v. Victim Serv., Inc., (March 31, 2021) No. 14-cv-05266-VC (N.D. Cal.):

The Court appoints JND Class Action Administration as the administrator of the settlement, who shall fulfill the functions, duties, and responsibilities of the Settlement Administrator as set forth in the Settlement Agreement and this Order...The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the Class members of the pendency of this action, the terms of the Agreement, the right to object to the settlement, and how to exclude themselves from the Settlement Classes.

7. Honorable Daniel D. Domenico

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

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

8. Honorable Virginia A. Phillips

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

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

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

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

9. Honorable R. Gary Klausner

A.B. v. Regents of the Univ. of California, (January 8, 2021)
No. 20-cv-09555-RGK-E (C.D. Cal.):

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

10. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (December 16, 2020)
No. 14-md-02542 (S.D.N.Y.):

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

11. Judge John T. Fowlkes, Jr.

Weimar v. Geico Advantage Ins. Co., (December 2, 2020)

No. 19-cv-2698-JTF-tmp (W.D. Tenn.):

The parties have filed with the Court a declaration from JND Legal Administration, the independent third-party Settlement Administrator for the Settlement, establishing that the Class Notice was mailed to Class Members from August 30, 2020 to October 12, 2020, the Settlement website was established on August 31, 2020, and the telephone line available for Class Members to call was made available beginning August 31, 2020. Adequate notice was given to the Settlement Class in compliance with the Settlement Agreement and the Preliminary Approval Order.

12. Honorable Laurel Beeler

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

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

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

13. Judge Carolyn B. Kuhl

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

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

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

14. Honorable Louis L. Stanton

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

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

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

15. Honorable Winifred Smith

Bland v. Premier Nutrition Corp. (August 26, 2020) No. RG19-002714 (Cal. Super. Ct.):

Plaintiffs may engage JND Legal Administration to implement and administrate dissemination of the class notice and opt-out requests as the Court-appointed notice administrator.

16. Judge Fernando M. Olguin

Gonzalez-Tzita v. City of Los Angeles, (August 25, 2020)

No. 16-cv-00194 (C.D. Cal.):

After undertaking the required examination, the court approved the form of the proposed class notice. Also... the notice program was implemented by JND. Accordingly, based on the record and its prior findings, 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, the class members’ right to exclude themselves from the action, and their right to object to the proposed settlement.

17. Judge Steven W. Wilson

Amador v Baca, (August 11, 2020)

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

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

18. Judge Gary A. Fenner

In re Pre-Filled Propane Tank Antitrust Litig., (June 18, 2020)

No. 14-md-02567 (W.D. Mo.):

In short, court-appointed claims administrator JND provided actual notice where possible to each Settlement Class Member. As explained above, the Notice was sent by first-class regular mail directly to all 50,485 Settlement Class Members. Where Notice was returned as undeliverable to certain Settlement Class Members, JND made reasonable attempts to obtain updated addresses for all such Settlement Class Members and to provide additional direct notice to such Settlement Class Members. JND also established a settlement-specific website, toll free telephone number, and fax number through which Settlement Class Members could obtain information about the action, the Settlement Agreements, the Plan of Allocation, and their rights with respect to the Settlement Agreements.

19. Judge Susan R. Bolton

In re Banner Health Data Breach Litig., (April 21, 2020)

No. 16-cv-02696 (D. Ariz.):

Prior to the Final Approval Hearing, Class Counsel filed the original and supplemental Declaration of Jennifer M. Keough Regarding Notice Administration, confirming that the Notice Program was completed in accordance with the Parties'

instructions and the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Approval Hearing in support of, or in opposition to, the proposed Settlement, the award of attorneys' fees, costs, and expenses, and the payment of Service Awards to the Class Representatives.

20. Judge Stephanie M. Rose

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

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

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

21. Honorable John Ruhl

Folweiler v. Am. Family Ins. Co., (February 19, 2020)

No. 16-2-16112-0 (Wash. Super. Ct.):

Through the retention of a class action settlement administrator, JND Legal Administration (JND), the parties have now complied with the notice plan set forth in the Court's Order granting preliminary approval. See, Declaration of Jennifer M. Keough submitted in support of motion for final approval...Moreover, as set forth information provided by JND, the individual mailed Class Notice reached approximately 88.5% of the Settlement Class.

22. Judge Joan B. Gottschall

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

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

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

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

23. Honorable Steven I. Locke

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

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

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

24. Judge Steven W. Wilson

Amador v Baca, (November 7, 2019)

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

The Court approves the retention of JND Legal Administration (“JND”) as Class Administrator, to administer the distribution of the Class and Settlement Notice and publication of the Class and Settlement Notice, and to distribute the proceeds of the settlement to all eligible Class Members pursuant to the Plan set out in the Settlement Agreement (Exhibit A) should the Court grant final approval. Exhibit E (the Class Administrator bid) includes the qualifications of JND, which establishes to the Court’s satisfaction the qualifications of JND to act as the Class Administrator.

25. Honorable Amy D. Hogue

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

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

The Court appoints JND Legal Administration as the Class Administrator... The Court finds that the forms of notice to the Settlement Class regarding the pendency of the

action and of this settlement, and the methods of giving notice to members of the Settlement Class... constitute the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to all members of the Settlement Class. They comply fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

26. Judge Cormac J. Carney

In re ConAgra Foods Inc., (October 8, 2019)

No. 11-cv-05379-CJC-AGR (C.D. Cal.):

Following the Court's preliminary approval, JND used a multi-pronged notice campaign to reach people who purchased Wesson Oils...As of September 19, 2019, only one class member requested to opt out of the settlement class, with another class member objecting to the settlement. The reaction of the class has thus been overwhelmingly positive, and this factor favors final approval.

27. Judge Teri L. Jackson

Lee v. Hertz Corp., Dollar Thrifty Auto. Grp. Inc., (August 30, 2019)

No. CGC-15-547520 (Cal. Super. Ct.):

On April, 16, 2019, the Court issued Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, in which the Court did the following...appointed JND Legal Administration as the Settlement Administrator...The manner and form of notice...was the best notice practicable under the circumstances, was valid, due, and sufficient notice to all members of the Settlement Class, and complied fully with California law and due process.

28. Judge Barbara Jacobs Rothstein

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

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

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

29. Judge J. Walton McLeod

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

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

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

30. Honorable James Donato

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

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

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

entitled thereto. The Court appoints the firm of JND Legal Administration LLC as the Settlement Administrator.

31. Honorable Leigh Martin May

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

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

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

32. Honorable P. Kevin Castel

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

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

The Court approves the form and contents of the Short-Form Notice and Long-Form Notice (collectively, the “Notices”) attached as Exhibits A and B, respectively, to the Declaration of Jennifer M. Keough, filed on April 2, 2019, at Docket No. 120...The form and content of the notices, as well as the manner of dissemination described below, therefore meet the requirements of Rule 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto...the Court approves the retention of JND Legal Administration LLC (“JND”) as the Notice Administrator.

33. Judge Cormac J. Carney

In re ConAgra Foods Inc., (April 4, 2019)

No. 11-cv-05379-CJC-AGR (C.D. Cal.):

The bids were submitted to Judge McCormick, who ultimately chose JND Legal Administration to propose to the Court to serve as the settlement administrator. (Id. ¶ 65.) In addition to being selected by a neutral third party, JND Legal

Administration appears to be well qualified to administer the claims in this case... The Court appoints JND Legal Administration as Settlement Administrator... JND Legal Administration will reach class members through a consumer media campaign, including a national print effort in People magazine, a digital effort targeting consumers in the relevant states through Google Display Network and Facebook, newspaper notice placements in the Los Angeles Daily News, and an internet search effort on Google. (Keough Decl. ¶ 14.) JND Legal Administration will also distribute press releases to media outlets nationwide and establish a settlement website and toll-free phone number. (Id.) The print and digital media effort is designed to reach 70% of the potential class members. (Id.) The newspaper notice placements, internet search effort, and press release distribution are intended to enhance the notice's reach beyond the estimated 70%. (Id.)

34. Honorable William J. McGovern, III, J.S.C.

Atl. Ambulance Corp. v. Cullum and Hitti, (March 29, 2019)

No. MRS-L-264-12 (N.J. Super. Ct.):

The Court finds that the manner and form of notice set forth in the Settlement Agreement (Class Notice) was provided to the Settlement Class Members and Settlement Sub-class Members by JND Legal Administration, the Court-appointed Administrator of the Settlement...The Class Notice satisfied the requirements of due process and R. 4:32-2 and constitutes the best practicable notice under the circumstances.

35. Judge Jonathan Goodman

Belanger v. RoundPoint Mortg. Servicing, (March 28, 2019)

No. 17-cv-23307-MGC (S.D. Fla.):

Class Counsel has filed with the Court a declaration from Jennifer M. Keough, Chief Executive Officer at JND Legal Administration, the independent third-party Settlement Administrator for the Settlement, establishing that the Mail Notice, Claim Form, and Claim Form Instructions were mailed to Noticed Class Members on December 12, 2018; the Settlement Website and IVR toll-free telephone number

system were established on December 12, 2018; internet advertising was published beginning December 14, 2018; and the Publication Notice was published on January 7, 2019. Adequate Class Notice was given to the Noticed Class Members in compliance with the Settlement Agreement and the Preliminary Approval Order.

36. Judge Kathleen M. Daily

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

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

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

37. Honorable Kenneth J. Medel

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

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

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

38. Judge Mark H. Cohen

Liotta v. Wolford Boutiques, LLC, (November 30, 2018)

No. 16-cv-4634 (N.D. Ga.):

The Notice Program included written mail notice via post-card pursuant to addresses determined from a look-up on the telephone numbers using a historic look-up process designed to identify the owner of the relevant telephone numbers on July 7, 2016 and September 2, 2016. Keough Decl. ¶¶ 3-4. The Claims Administrator used multiple databases to determine addresses and names of the cellular telephone

owners at the time the text messages were sent. Keough Decl. ¶ 3. The Parties' filed evidence that the Claims Administrator provided notice in conformance with the Notice Program approved by the Court. *Id.* ¶ 4 & Ex. A; Settlement Agreement § C.4; Prelim. Approval Order at 16-17. This notice constituted the most effective and best notice practicable under the circumstances of the Settlement Agreement and the fairness hearing. The notice constituted due and sufficient notice for all other purposes to all persons entitled to receive notice.

39. Honorable Thomas M. Durkin

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

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

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

40. Judge Maren E. Nelson

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

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

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

41. Judge Cheryl L. Pollak

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

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

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

42. Judge Edward J. Davila

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

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

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

43. Judge Michael H. Watson

O'Donnell v. Fin. Am. Life Ins. Co., (August 24, 2018)

No. 14-cv-01071 (S.D. Ohio):

The Court finds that the Class Notice and the notice methodology implemented pursuant to this Settlement Agreement (as evidenced by the Declaration of Settlement Administrator Keough, JND Legal Administration): (1) constituted the best practicable notice; (2) constituted notice that was reasonably calculated,

under the circumstances, to apprise Class Members of the terms of the Proposed Settlement, the available relief, the release of claims, their right to object or exclude themselves from the proposed Settlement, and their right to appear at the fairness hearing; (3) were reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) met all applicable requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law.

44. Honorable Percy Anderson

Nozzi v. Housing Auth. for the City of Los Angeles, (February 15, 2018)
No. CV 07-380 PA (FFMx) (C.D. Cal.):

The notice given in this case was reasonably calculated to reach the Damages Class... Finally, a notice was published in the L.A. Times for three consecutive weeks on August 18, 2017, August 25, 2017, and September 1, 2017, and a 30-day internet advertising campaign was launched on Facebook, Instagram, and Twitter to inform Class Members about the settlement. (Keough Decl. ¶ 12.) The Court therefore concludes that the notice procedures satisfied the requirements of Due Process and Federal Rule of Civil Procedure 23(e).

45. Judge Ann D. Montgomery

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

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

46. Honorable David O. Carter

Hernandez v. Experian Info. Sols., Inc., (April 6, 2018)

No. 05-cv-1070 (C.D. Cal.):

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

IV.

CASE EXPERIENCE

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

CASE NAME	CASE NUMBER	LOCATION
<i>A.B. v. Regents of the Univ. of California</i>	20-cv-09555-RGK-E	C.D. Cal.
<i>Abrams v. Peppermill Casinos</i>	CV16-00578	D. Nev.
<i>Achziger v. IDS Prop. Cas. Ins.</i>	14-cv-5445	W.D. Wa.
<i>Adair v. Michigan Pain Specialist, PLLC</i>	14-28156-NO	Mich. Cir.
<i>Adkins v. EQT Prod. Co.</i>	10-cv-00037-JPJ-PMS	W.D. Va.
<i>Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.</i>	18-cv-01897-DDD-NYW	D. Colo.
<i>Adzhikosyan v. Denver Mgmt.</i>	BC648100	Cal. Super. Ct.
<i>Ahmed v. HSBC Bank USA, NA</i>	15-cv-2057-FMO-SPx	N.D. Ill.
<i>Aho v. Jackson Hewitt, Inc.</i>	BC682490	Cal. Super. Ct.
<i>Allagas v. BP Solar Int'l, Inc.</i>	14-cv-00560 (SI)	N.D. Cal.
<i>Amador v. Baca</i>	10-cv-1649	C.D. Cal.
<i>Amin v. Mercedes-Benz USA, LLC</i>	17-cv-01701-AT	N.D. Ga.
<i>Andreas-Moses v. Hartford Fire Ins. Co.</i>	17-cv-2019-Orl-37KRS	M.D. Fla.
<i>Anger v. Accretive Health</i>	14-cv-12864	E.D. Mich.
<i>Arellano v. Optum, Inc.</i>	BC704125	Cal. Super. Ct.
<i>Arthur v. Sallie Mae, Inc.</i>	10-cv-00198-JLR	W.D. Wash.
<i>Atkins v. Nat'l. Gen. Ins. Co.</i>	16-2-04728-4	Wash. Super. Ct.
<i>Atl. Ambulance Corp. v. Cullum & Hitti</i>	MRS-L-264-12	N.J. Super. Ct.
<i>Avila v. LifeLock Inc.</i>	15-cv-01398-SRB	D. Ariz.
<i>Backer Law Firm, LLC v. Costco Wholesale Corp.</i>	15-cv-327 (SRB)	W.D. Mo.
<i>Baker v. Collins Mobile</i>	20-cv-01996	S.D. Ohio
<i>Baker v. Equity Residential Mgmt., LLC</i>	18-cv-11175	D. Mass.
<i>Bankhead v. First Advantage Background Servs. Corp.</i>	17-cv-02910-LMM-CCB	N.D. Ga.
<i>Barclays Dark Pool Sec. Litig.</i>	14-cv-5797 (VM)	S.D.N.Y.
<i>Barrett v. Nestle USA, Inc.</i>	18-cv-167-DPM	E.D. Ark.
<i>Barrios v. City of Chicago</i>	15-cv-02648	N.D. Ill.

CASE NAME	CASE NUMBER	LOCATION
<i>Belanger v. RoundPoint Mortg. Servicing</i>	17-cv-23307-MGC	S.D. Fla.
<i>Beltran v. InterExchange, Inc.</i>	14-cv-3074	D. Colo.
<i>Bergman v. Thelen LLP</i>	08-cv-05322-LB	N.D. Cal.
<i>Bey v. Encore Health Res.</i>	19-cv-00060	E.D. Tex.
<i>BlackRock Core Bond Portfolio v. Wells Fargo</i>	65687/2016	N.Y. Super. Ct.
<i>Blanco v. Hunter Indus. Inc.</i>	19STCV26347	Cal. Super. Ct.
<i>Bland v. Premier Nutrition Corp.</i>	RG19-002714	Cal. Super. Ct.
<i>Blasi v. United Debt Serv., LLC</i>	14-cv-0083	S.D. Ohio
<i>Blocher v. Landry's Inc.</i>	14-cv-03213-MSS-JSS	M.D. Fla.
<i>Bobo v. LM Wind Power Blades (ND), Inc.</i>	18-cv-230-DPM	E.D. Ark.
<i>Bollenbach Enters. Ltd. P'ship. v. Oklahoma Energy Acquisitions</i>	17-cv-134	W.D. Okla.
<i>Boskie v. Backgroundchecks.com</i>	2019CP3200824	S.C. C.P.
<i>Boyd v. RREM Inc., d/b/a Winston</i>	2019-CH-02321	Ill. Cir. Ct.
<i>Boyle v. Harbor Freight Tools USA</i>	2020-L-00386	Ill. 3d. Cir. Ct.
<i>Bradley v. Honecker Cowling LLP</i>	18-cv-01929-CL	D. Or.
<i>Briones v. Patelco Credit Union</i>	RG 16805680	Cal. Super. Ct.
<i>Brna v. Isle of Capri Casinos</i>	17-cv-60144 (FAM)	S.D. Fla.
<i>Broussard v. Stein Mart, Inc.</i>	16-cv-03247	S.D. Tex.
<i>Browning v. Yahoo!</i>	C04-01463 HRL	N.D. Cal.
<i>Call v. Shutterstock</i>	SCV-262841	Cal. Super. Ct.
<i>Calvert v. Xcel Energy</i>	17-cv-02458-RBJ	D. Colo.
<i>Cambridge v. Sheetz, Inc.</i>	17-cv-01649-JEJ	M.D. Pa.
<i>Careathers v. Red Bull N. Am., Inc.</i>	13-cv-369 (KPF)	S.D.N.Y.
<i>Carmack v. Amaya Inc.</i>	16-cv-1884	D.N.J.
<i>Carson v. Cheers</i>	17-2-29644-9	Wash. Super. Ct.
<i>Castro v. Cont'l Airlines, Inc.</i>	14-cv-00169	C.D. Cal.
<i>Castro v. Sola Rentals, Inc.</i>	19STCV02041	Cal. Super. Ct.
<i>Cecil v. BP Am. Prod. Co.</i>	16-cv-410 (RAW)	E.D. Okla.
<i>Chamblee v. TerraForm Power, Inc.</i>	16 MD 2742 (PKC)(AJP)	S.D.N.Y.
<i>Chanve c. E.I. Du Pont De Nemours</i>	16-cv-00376-MAC-ZJH	E.D. Tex.
<i>Charles v. Scheels All Sports, Inc.</i>	2020L0180	Ill. Cir. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Chavez v. Our Lady of Lourdes Hosp.</i>	12-2-50575-9	Wash. Super. Ct.
<i>Chavez v. Temperature Equip. Corp.</i>	2019-CHS-02538	Ill. Cir. Ct.
<i>Chester v. TJX Cos.</i>	15-cv-1437 (ODW) (DTB)	C.D. Cal.
<i>Chieftain Royalty Co. v. Marathon Oil Co.</i>	17-cv-334	E.D. Okla.
<i>Chieftain Royalty Co. v. Newfield Exploration Mid-Continent Inc.</i>	17-cv-00336-KEW	E.D. Okla.
<i>Chieftain Royalty Co. v. XTO Energy, Inc.</i>	11-cv-00029-KEW	E.D. Okla.
<i>City of Los Angeles v. Bankrate, Inc.</i>	14-cv-81323 (DMM)	S.D. Fla.
<i>Cline v Sunoco, Inc.</i>	17-cv-313-JAG	E.D. Okla.
<i>Cline v. TouchTunes Music Corp.</i>	14-CIV-4744 (LAK)	S.D.N.Y.
<i>Cobell v. Salazar</i>	96-cv-1285 (TFH)	D.D.C.
<i>Common Ground Healthcare Coop. v. United States</i>	17-877C	F.C.C.
<i>Connolly v. Umpqua Bank</i>	C15-517 (TSZ)	W.D. Wash.
<i>Conoly v. Mercantile Dining</i>	2020CV30841	D. Colo.
<i>Corona v. Sony Pictures Entm't Inc.</i>	14-CV-09600-RGK-E	C.D. Cal.
<i>Courtney v. Avid Tech., Inc.</i>	13-cv-10686-WGY	D. Mass.
<i>DASA Inv., Inc. v. EnerVest Operating LLC</i>	18-cv-00083-SPS	E.D. Okla.
<i>Davis v. Carfax, Inc.</i>	CJ-04-1316L	D. Okla.
<i>Davis v. State Farm Ins.</i>	19-cv-466	W.D. Ky.
<i>Davis v. Yelp Inc.</i>	18-cv-00400-EMC	N.D. Cal.
<i>De Santiago v. California Respite Care, Inc.</i>	CIVDS1807688	Cal. Super. Ct.
<i>Dearth v. Hartford Fire Ins. Co.</i>	16-cv-1603-Orl-37LRH	M.D. Fla.
<i>DeFrees v. Kirkland and U.S. Aerospace, Inc.</i>	CV 11-04574	C.D. Cal.
<i>del Toro Lopez v. Uber Techs., Inc.</i>	14-cv-6255	N.D. Cal.
<i>Delgado v. Am.'s Auto Auction</i>	2019-CH-04164	Ill. Cir. Ct.
<i>Delkener v. Cottage Health Sys.</i>	30-2016-847934 (CU) (NP) (CXC)	Cal. Super. Ct.
<i>DeMarco v. AvalonBay Communities, Inc.</i>	15-cv-00628-JLL-JAD	D.N.J.
<i>Deora v Nanthealth</i>	17-cv-01825-TJH-MRWx	C.D. Cal.
<i>Diaz v. BTG Int'l, Inc.</i>	19-cv-01664	E.D. Pa.
<i>Diaz v. Lost Dog Pizza, LLC</i>	17-cv-02228-WJM-NYW	D. Colo.
<i>Diel v Salal Credit Union</i>	19-2-10266-7 KNT	Wash. Super. Ct.
<i>Dixon v. Grunt Style, LLC</i>	2019 CH 01981	Ill. Cir. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Dixon v. Zabka</i>	11-cv-982	D. Conn.
<i>Djoric v. Justin Brands, Inc.</i>	BC574927	Cal. Super. Ct.
<i>Doan v. CORT Furniture Rental Corp.</i>	30-2017-00904345-CU-BT-CXC	Cal. Super. Ct.
<i>Doan v. State Farm Gen. Ins. Co.</i>	1-08-cv-129264	Cal. Super. Ct.
<i>Donnenfield v. Petro, Inc.</i>	17-cv-02310	E.D.N.Y.
<i>Dougherty v. Barrett Bus. Serv., Inc.</i>	17-2-05619-1	Wash. Super. Ct.
<i>Dougherty v. QuickSIUS, LLC</i>	15-cv-06432-JHS	E.D. Pa.
<i>Dover v. British Airways, PLC (UK)</i>	12-cv-5567	E.D.N.Y.
<i>Dozier v. Club Ventures Invs. LLC</i>	17BK10060	S.D.N.Y.
<i>Duran v. DirecTV</i>	4850 (1-14-CV-274709)	Cal. Super. Ct.
<i>Dwyer v. Snap Fitness, Inc.</i>	17-cv-00455-MRB	S.D. Ohio
<i>Easley v. The Reserves Network, Inc.</i>	16-cv-544	N.D. Ohio
<i>Edwards v. Arkansas Cancer Clinic, P.A.</i>	35CV-18-1171	Ark. Cir. Ct.
<i>Edwards v. Hearst Commc'ns., Inc.</i>	15-cv-9279 (AT) (JLC)	S.D.N.Y.
<i>EEOC v. Patterson-UTI Drilling Co. LLC</i>	5-cv-600 (WYD) (CBS)	D. Colo.
<i>Elgar v. Seafield Ctr., Inc.</i>	18-cv-0591	E.D.N.Y.
<i>Elinknan v. RP Field Serv.</i>	18-cv-108	S.D. Ga.
<i>Engquist v. City of Los Angeles</i>	BC591331	Cal. Super. Ct.
<i>Erica P. John Fund, Inc. v. Halliburton Co.</i>	02-cv-1152	N.D. Tex.
<i>Espenshade v. Wilcox & Wilcox</i>	BC647489	Cal. Super. Ct.
<i>Essex v. The Children's Place, Inc.</i>	15-cv-5621	D.N.J.
<i>Expedia Hotel Taxes & Fees Litig.</i>	05-2-02060-1 (SEA)	Wash. Super. Ct.
<i>Family Med. Pharmacy LLC v. Impax Labs., Inc.</i>	17-cv-53	S.D. Ala.
<i>Family Med. Pharmacy LLC v. Trxade Grp. Inc.</i>	15-cv-00590-KD-B	S.D. Ala.
<i>Fanelli v. Total Renal Care, Inc.</i>	19-2-10835-5 SEA	Wash. Super. Ct.
<i>Farmer v. Bank of Am.</i>	11-cv-00935-OLG	W.D. Tex.
<i>Felix v. WM. Bolthouse Farms, Inc.</i>	19-cv-00312-AWI-JLT	E.D. Cal.
<i>Fielder v. Mechanics Bank</i>	BC721391	Cal. Super. Ct.
<i>Finerman v. Marriott Ownership Resorts, Inc.</i>	14-cv-1154-J-32MCR	M.D. Fla.
<i>Fitzgerald v. Lime Rock Res.</i>	CJ-2017-31	Okla. Dist. Ct.
<i>Folweiler v. Am. Family Ins. Co.</i>	16-2-16112-0	Wash. Super. Ct.
<i>Fosbrink v. Area Wide Protective, Inc.</i>	17-cv-1154-T-30CPT	M.D. Fla.

CASE NAME	CASE NUMBER	LOCATION
<i>Fresno Cnty. Employees Ret. Assoc. v. comScore Inc.</i>	16-cv-1820 (JGK)	S.D.N.Y.
<i>Frost v. LG Elec. MobileComm U.S.A., Inc.</i>	37-2012-00098755-CU-PL-CTL	Cal. Super. Ct.
<i>FTC v. Consumerinfo.com</i>	SACV05-801 AHS (MLGx)	C.D. Cal.
<i>FTC v. Reckitt Benckiser Grp. PLC</i>	19CV00028	W.D. Va.
<i>Gallaway v. Great W. Pac.</i>	19-2-06604-1 SEA	Wash. Super. Ct.
<i>Garechana v. Summit Subway</i>	2019CV032622	D. Colo.
<i>Gazda v. Serve U Brands, Inc.</i>	E2019009233	N.Y. Super. Ct.
<i>Gehrich v. Howe</i>	37-2018-00041295-CU-SL-CTL	N.D. Ga.
<i>Gervasio v. Wawa, Inc.</i>	17-cv-245 (PGS) (DEA)	D.N.J.
<i>Gettys v. Banc of Am. Merchant Serv., LLC</i>	19STCV17233	Cal. Super. Ct.
<i>Gomez v. Chipotle Serv.</i>	19-3398 PJM	D. Md.
<i>Gonzalez v. Greenleaf Nursery, Inc.</i>	20-cv-00086-FL	E.D.N.C.
<i>Gonzalez-Tzita v. City of Los Angeles</i>	16-cv-00194	C.D. Cal.
<i>Gormley v. magicJack Vocaltec Ltd.</i>	16-cv-1869	S.D.N.Y.
<i>Gragg v. Orange Cab Co.</i>	C12-0576RSL	W.D. Wash.
<i>Granados v. Cnty. of Los Angeles</i>	BC361470	Cal. Super., Ct.
<i>Grant v. Ballard Mgmt, Inc.</i>	18-2-54890-0 SEA	Wash. Super. Ct.
<i>Gregory v. Stewarts Shops</i>	14-cv-00033-TJM/ATB	N.D.N.Y.
<i>Gudz v. Jemrock Realty Co., LLC</i>	603555/2009	N.Y. Super. Ct.
<i>Hahn v. Hanil Dev., Inc.</i>	BC468669	Cal. Super. Ct.
<i>Hall v. Dominion Energy</i>	18-cv-00321-JAG	E.D. Va.
<i>Halperin v. YouFit Health Clubs</i>	18-cv-61722-WPD	S.D. Fla.
<i>Hanks v. Lincoln Life & Annuity Co. of New York</i>	16-cv-6399 PKC	S.D.N.Y.
<i>Harrington v. Wells Fargo Bank NA</i>	19-cv-11180-RGS	D. Mass.
<i>Harris v. Amgen, Inc.</i>	CV 07-5442 PSG (PLAx)	C.D. Cal.
<i>Harris v. Chevron U.S.A., Inc.</i>	15-cv-00094	W.D. Okla.
<i>Harrison v. Strategic Experiential Grp.</i>	RG16 807555	Cal. Super. Ct.
<i>Hayes v. Saddle Creek Corp.</i>	19-cv-01143-SMY	S.D. Ill.
<i>Health Republic Ins. Co. v. United States</i>	16-259C	F.C.C.
<i>Henry Price Trust v Plains Mkting</i>	19-cv-00390-RAW	E.D. Okla.
<i>Hernandez v. Experian Info. Sols., Inc.</i>	05-cv-1070 (DOC) (MLGx)	C.D. Cal.
<i>Hernandez v. Great Western Pacific Inc.</i>	18-2-08788-1 SEA	Wash. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Hernandez v. United States Cold Storage of California, Inc.</i>	S-1500-CV-282297-SPC	Cal. Super. Ct.
<i>Hernandez v. Wells Fargo Bank, N.A.</i>	18-cv-07354	N.D. Cal.
<i>Herrera v. Inland Staffing Inc.</i>	CIVDS1924284	Cal. Super. Ct.
<i>Hill v. Valli Produce of Evanston</i>	2019CH13196	Ill. Cir. Ct.
<i>Hines v. CBS Television Studios</i>	17-cv-7882 (PGG)	S.D.N.Y.
<i>Holmes v. LM Ins. Corp.</i>	19-cv-00466	M.D. Tenn.
<i>Holt v. Murphy Oil USA, Inc.</i>	17-cv-911	N.D. Fla.
<i>Hopwood v. Nuance Commc'n, Inc.</i>	4:13-cv-02132-YGR	N.D. Cal.
<i>Horton v. Cavalry Portfolio Serv., LLC and Krejci v. Cavalry Portfolio Serv., LLC</i>	13-cv-0307-JAH-WVG and 16-cv-00211-JAH-WVG	C.D. Cal.
<i>Howard v. Southwest Gas Corp.</i>	18-cv-01035-JAD-VCF	D. Nev.
<i>Howell v. Checkr, Inc.</i>	17-cv-4305	N.D. Cal.
<i>Hoyte v. Gov't of D.C.</i>	13-cv-00569	D.D.C.
<i>Hufford v. Maxim Inc.</i>	19-cv-04452-ALC-RWL	S.D.N.Y.
<i>Huntzinger v. Suunto Oy</i>	37-2018-27159 (CU) (BT) (CTL)	Cal. Super. Ct.
<i>Ilano v. Wells Fargo</i>	30-2019-0199146-CU-OE-CXC	Cal. Super. Ct.
<i>In re Air Cargo Shipping Servs. Antitrust Litig.</i>	06-md-1775 (JG) (VVP)	E.D.N.Y.
<i>In re Akorn, Inc. Sec. Litig.</i>	15-c-1944	N.D. Ill.
<i>In re Am. Express Fin. Advisors Sec. Litig.</i>	04 Civ. 1773 (DAB)	S.D.N.Y.
<i>In re AMR Corp. (Am. Airlines Bankr.)</i>	1-15463 (SHL)	S.D.N.Y.
<i>In re Auction Houses Antitrust Litig.</i>	00-648 (LAK)	S.D.N.Y.
<i>In re AudioEye, Inc. Sec. Litig.</i>	15-cv-163 (DCB)	D. Ariz.
<i>In re AXA Equitable Life Ins. Co. COI Litig.</i>	16-cv-740	S.D.N.Y.
<i>In re Banner Health Data Breach Litig.</i>	16-cv-02696	D. Ariz.
<i>In re Blue Cross Blue Shield Antitrust Litig.</i>	2:13-CV-20000-RDP	N.D. Ala.
<i>In re Broiler Chicken Antitrust Litig.</i>	16-cv-08637	N.D. Ill.
<i>In re Chaparral Energy, Inc.</i>	20-11947 (MFW)	D. Del. Bankr.
<i>In re Classmates.com</i>	CO9-45RAJ	W.D. Wash.
<i>In re ConAgra Foods Inc.</i>	11-cv-05379-CJC-AGR	C.D. Cal.
<i>In re CRM Holdings, Ltd. Sec. Litig.</i>	10-cv-00975-RPP	S.D.N.Y.
<i>In re Equifax Inc. Customer Data Sec. Breach Litig.</i>	17-md-2800-TWT	N.D. Ga.

CASE NAME	CASE NUMBER	LOCATION
<i>In re Equifax Inc. Sec. Litig.</i>	17-cv-03463-TWT	N.D. Ga.
<i>In re General Motors LLC Ignition Switch Litig.</i>	14-md-2543	S.D.N.Y.
<i>In re Glob. Tel*Link Corp. Litig.</i>	14-CV-5275	W.D. Ark.
<i>In re GoPro, Inc. Shareholder Litig.</i>	CIV537077	Cal. Super. Ct.
<i>In re Guess Outlet Store Pricing</i>	JCCP No. 4833	Cal. Super. Ct.
<i>In re Initial Pub. Offering Sec. Litig. (IPO Sec. Litig.)</i>	No. 21-MC-92	S.D.N.Y.
<i>In re Intuit Data Litig.</i>	15-CV-1778-EJD	N.D. Cal.
<i>In re J.P. Morgan Stable Value Fund ERISA Litig.</i>	12-cv-02548-VSB	S.D.N.Y.
<i>In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig. (Indirect-Purchasers)</i>	14-md-02542	S.D.N.Y.
<i>In re Legacy Reserves LP Preferred Unitholder Litig.</i>	2018-225 (JTL)	Del. Ch.
<i>In re LIBOR-Based Fin. Instruments Antitrust Litig.</i>	11-md-2262 (NRB)	S.D.N.Y.
<i>In re Mercedes-Benz Emissions Litig.</i>	16-cv-881 (KM) (ESK)	D.N.J.
<i>In re MyFord Touch Consumer Litig.</i>	13-cv-3072 (EMC)	N.D. Cal.
<i>In re Navistar MaxxForce Engines Mktg., Sales Practices and Prods. Liab. Litig.</i>	14-cv-10318	N.D. Ill.
<i>In re Novo Nordisk Sec. Litig.</i>	17-cv-00209-BRM-LHG	D.N.J.
<i>In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010</i>	2179 (MDL)	E.D. La.
<i>In re PHH Lender Placed Ins. Litig.</i>	12-cv-1117 (NLH) (KMW)	D.N.J.
<i>In re Pokémon Go Nuisance Litig.</i>	16-cv-04300	N.D. Cal.
<i>In re Polyurethane Foam Antitrust Litig.</i>	10-md-196 (JZ)	N.D. Ohio
<i>In re Pre-Filled Propane Tank Antitrust Litig.</i>	14-md-02567	W.D. Mo.
<i>In re Processed Egg Prod. Antitrust Litig.</i>	08-MD-02002	E.D. Pa.
<i>In re Resistors Antitrust Litig.</i>	15-cv-03820-JD	N.D. Cal.
<i>In re Resonant Inc. Sec. Litig.</i>	15-cv-1970 (SJO) (MRW)	C.D. Cal.
<i>In re Rockwell Med. Inc. Stockholder Derivative Litig.</i>	19-cv-02373	E.D. N.Y.
<i>In re Saks Inc. Shareholder Litig.</i>	652724/2013	N.Y. Super. Ct.
<i>In re Sheridan Holding Co. I, LLC</i>	20-31884 (DRJ)	Bankr. S.D. Tex.
<i>In re Signet Jewelers Ltd, Sec. Litig.</i>	16-cv-06728-CM-SDA	S.D.N.Y.
<i>In re Snap Inc. Sec. Litig.</i>	17-cv-03679-SVW-AGR	C.D. Cal.
<i>In re Stericycle, Inc. Sec. Litig.</i>	16-cv-07145	N.D. Ill.

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<i>In re Stryker Rejuvenate and ABG II Hip Implant Prods. Liab. Litig.</i>	13-md-2441	D. Minn.
<i>In re SunTrust Banks, Inc. ERISA Litig.</i>	08-cv-03384-RWS	N.D. Ga.
<i>In re Tenet Healthcare Corp. Sec.</i>	CV-02-8462-RSWL (Rzx)	C.D. Cal.
<i>In re The Engle Trust Fund</i>	94-08273 CA 22	Fla. 11th Cir. Ct.
<i>In re Ubiquiti Networks Sec. Litig.</i>	18-cv-01620 (VM)	S.D.N.Y.
<i>In re Unilife Corp. Sec. Litig.</i>	16-cv-3976 (RA)	S.D.N.Y.
<i>In re Vale S.A. Sec. Litig.</i>	15 Civ. 09539 (GHW)	S.D.N.Y.
<i>In re Washington Mut. Inc. Sec. Litig.</i>	8-md-1919 (MJP)	W.D. Wash.
<i>In re Webloyalty.com, Inc. Mktg. & Sales Practices Litig.</i>	06-11620-JLT	D. Mass.
<i>In re Wholesale Grocery Prod. Antitrust Litig.</i>	9-md-2090 (ADM) (TNL)	D. Minn.
<i>In re Williams Sec. Litig.</i>	02-CV-72-SPF (FHM)	N.D. Okla.
<i>In re Yahoo! Inc. Sec. Litig.</i>	17-cv-373	N.D. Cal.
<i>Ivery v. RMH Illinois, LLC and RMH Franchise Holdings, Inc.</i>	17-CIV-1619	N.D. Ill.
<i>Jackson v U.S. Bancorp</i>	20-CV-02310-EFM-TJJ	D. Kan.
<i>Jenkins v. Morley Cos., Inc.</i>	20-cv-11921	E.D. Mich.
<i>Jerome v. Elan 99, LLC</i>	2018-02263	Tx. Dist. Ct.
<i>Jeter v. Bullseye Energy, Inc.</i>	12-cv-411 (TCK) (PJC)	N.D. Okla.
<i>Johnson v. MGM Holdings, Inc.</i>	17-cv-00541	W.D. Wash.
<i>Johnson v. Tractor Supply Co.</i>	19-2-01975-1-KNT	Wash. Super. Ct.
<i>Jones v. Encore Health Res.</i>	19-cv-03298	S.D. Tex.
<i>Jordan v. Things Remembered, Inc.</i>	114CV272045	Cal. Super. Ct.
<i>Kellgren v. Petco Animal Supplies, Inc.</i>	13-cv-644 (L) (KSC)	S.D. Cal.
<i>Kennedy v. McCarthy</i>	16-cv-2010-CSH	D. Conn.
<i>Kent v. R.L. Vallee, Inc.</i>	617-6-15	D. Vt.
<i>King v. Bumble Trading Inc.</i>	18-cv-06868-NC	N.D. Cal.
<i>Kirby v. Gurtler Chem., Inc.</i>	19-cv-00620-JGB-KK	C.D. Cal.
<i>Kissel v. Code 42 Software Inc.</i>	15-1936 (JLS) (KES)	C.D. Cal.
<i>Kokoszki v. Playboy Enter., Inc.</i>	19-cv-10302	E.D. Mich.
<i>Komesar v. City of Pasadena</i>	BC 677632	Cal. Super. Ct.
<i>Kommer v. Ford Motor Co.</i>	17-cv-00296-LEK-DJS	N.D.N.Y.

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<i>Konecky v Allstate</i>	CV-17-10-M-DWM	D. Mont.
<i>Kramer v. DuPont, USA</i>	17L2	Ill. Cir. Ct.
<i>Krueger v. Ameriprise Fin., Inc.</i>	11-cv-02781 (SRN/JSM)	D. Minn.
<i>Lambert v. Navy Fed. Credit Union</i>	19-cv-00103-LO-MSN	E.D. Va.
<i>Langan v. Johnson & Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Larson v. Allina Health Sys.</i>	17-cv-03835	D. Minn.
<i>Lee v. Hertz Corp., Dollar Thrifty Auto. Grp. Inc.</i>	CGC-15-547520	Cal. Super. Ct.
<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Linderman v. City of Los Angeles</i>	BC650785	Cal. Super. Ct.
<i>Lindsay v. Cutter Wireline Serv., Inc.</i>	7-cv-01445 (PAB) (KLM)	D. Colo.
<i>Linneman v. Vita-Mix Corp.</i>	15-cv-748	S.D. Ohio
<i>Lion Biotechnologies Sec. Litig.</i>	17-cv-02086-SI	N.D. Cal.
<i>Liotta v. Wolford Boutiques, LLC</i>	16-cv-4634	N.D. Ga.
<i>Lippert v. Baldwin</i>	10-cv-4603	N.D. Ill.
<i>Lloyd v. CVB Fin. Corp.</i>	10-cv-6256 (CAS)	C.D. Cal.
<i>Loblaw Card Program</i>	Remediation Program	
<i>Mabrey v. Autovest</i>	CGC-18-566617	Cal. Super. Ct.
<i>Machado v. Endurance Int'l Grp. Holdings Inc.</i>	15-cv-11775-GAO	D. Mass.
<i>Malin v. Ambry Genetics Corp.</i>	30-2018-00994841-CU-SL-CXC	Cal. Super. Ct.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Martinelli v. Johnson & Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>Maness v. Quality Integrated Serv., Inc.</i>	20-cv-00179	S. D. Tex.
<i>Maricle v. AgReliant Genetics, LLC</i>	2019-L-00481	Ill. Cir. Ct.
<i>Martinez v. Rial de Minas, Inc.</i>	16-cv-01947	D. Colo.
<i>McClellan v. Chase Home Fin.</i>	12-cv-01331-JGB-JEM	C.D. Cal.
<i>McClintock v. Continuum Producer Serv., LLC</i>	17-cv-00259-JAG	E.D. Okla.
<i>McClintock v Enter.</i>	16-cv-00136-KEW	E.D. Okla.
<i>McClure v. eviCore Healthcare MSI, LLC</i>	19-cv-03272-RLW	E.D. Mo.
<i>McFarland v. Swedish Med. Ctr.</i>	18-2-02948-1 SEA	Wash. Super. Ct.
<i>McGann v. Jamil Jordan LLC</i>	19-2-31531-8 SEA	Wash. Super. Ct.
<i>McGann v. Schnuck Markets Inc.</i>	1322-CC00800	Mo. Cir. Ct.
<i>McGraw v. Geico Gen. Ins. Co.</i>	15-2-07829-7	Wash. Super. Ct.

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<i>McKeon v. Integrity Pizza LLC</i>	18-cv-932	D. Colo.
<i>McKibben v. McMahon</i>	14-2171 (JGB) (SP)	C.D. Cal.
<i>McKnight Realty Co. v. Bravo Arkoma, LLC</i>	17-CIV-308 (KEW)	E.D. Okla.
<i>McNeal v. AccentCare, Inc.</i>	4:15cv03304	N.D. Cal.
<i>McNeill v. Citation Oil & Gas Corp.</i>	17-CIV-121 (KEW)	E.D. Okla.
<i>McWilliams v. City of Long Beach</i>	BC361469	Cal. Super. Ct.
<i>Metzler v. Med. Mgmt. Int'l, Inc.</i>	19-cv-2289-T-33CPT	M.D. Fla.
<i>Mild v. PPG Indus., Inc.</i>	18-cv-04231	C.D. Cal.
<i>Miller v. Carrington Mortg. Serv., LLC</i>	19-cv-00016-JDL	D. Me.
<i>Miller v. Mut. of Enumclaw Ins. Co.</i>	19-2-12357-1	Wash. Super. Ct.
<i>Millien v. Madison Square Garden</i>	17-cv-04000	S.D.N.Y.
<i>Milstead v. Robert Fiance Beauty Sch., Inc.</i>	CAM-L-328-16	N.J. Super. Ct.
<i>Moeller v. Advance Magazine Publishers, Inc.</i>	15-cv-05671 (NRB)	S.D.N.Y.
<i>Mohamed v. SkyHop Glob. LLC</i>	18-2-54565-0-KNT	Wash. Super. Ct.
<i>Mojica v. Securus Techs., Inc.</i>	14-cv-5258	W.D. Ark.
<i>Molina v. Dart Int'l</i>	BC507473	Cal. Super. Ct.
<i>Molnar v. 1-800-Flowers Retail, Inc.</i>	BC 382828	Cal. Super. Ct.
<i>Monteleone v. Nutro Co.</i>	14-cv-00801-ES-JAD	D.N.J.
<i>Moodie v. Maxim HealthCare Servs.</i>	14-cv-03471-FMO-AS	C.D. Cal.
<i>Morel v. Lions Gate Entm't Inc.</i>	16-cv-1407 (JFC)	S.D.N.Y.
<i>Moss v. United Airlines</i>	16-cv-08496	N.D. Ill.
<i>Muir v. Early Warning Servs., LLC</i>	16-cv-00521	D.N.J.
<i>Mylan Pharm., Inc. v. Warner Chilcott Pub. Ltd.</i>	12-3824	E.D. Pa.
<i>Nasseri v. Cytosport, Inc.</i>	BC439181	Cal. Super. Ct.
<i>Nesbitt v. Postmates, Inc.</i>	CGC-15-547146	Cal. Super. Ct.
<i>New Orleans Tax Assessor Project</i>	Tax Assessment Program	
<i>New York v. Steven Croman</i>	450545/2016	N.Y. Super. Ct.
<i>NMPA Late Fee Program Grps. I-IVA</i>	Remediation Program	CRB
<i>Noble v. Northland</i>	UWY-CV-16-6033559-S	Conn. Super. Ct.
<i>Noland-Moore v. City of Cleveland</i>	18-cv-2730	N.D. Ohio
<i>Noriesta v. Konica Minolta Bus. Sols. U.S.A., Inc.</i>	19-cv-00620	C.D. Cal.
<i>Novoa v. The GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.

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<i>Nozzi v. Housing Auth. of the City of Los Angeles</i>	CV 07-0380 PA (FFMx)	C.D. Cal.
<i>Nwabueza v. AT&T</i>	C 09-01529 SI	N.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.
<i>Ortega v. Borton & Sons, Inc.</i>	17-2-03005-39	Wash. Super. Ct.
<i>O'Donnell v. Fin. Am. Life Ins. Co.</i>	14-cv-01071	S.D. Ohio
<i>Ortez v. United Parcel Serv., Inc.</i>	17-cv-01202 (CMA) (SKC)	D. Colo.
<i>Ostendorf v. Grange Indem. Ins. Co.</i>	19-cv-01147-ALM-KAJ	S.D. Ohio
<i>Paetzold v. Metro. Dist. Comm'n</i>	X07-HHD-CV-18-6090558-S	Conn. Super. Ct.
<i>Paggos v. Resonant, Inc.</i>	15-cv-01970-SJO	C.D. Cal.
<i>Palazzolo v. Fiat Chrysler Auto. NV</i>	16-cv-12803	E.D. Mich.
<i>Palmateer v. Les Schwab</i>	17CV22189	Or. Cir. Ct.
<i>Parker v. Maverick Tube Corp.</i>	20-cv-00005-DPM	E.D. Ark.
<i>Parker v. Time Warner Entm't Co.</i>	239 F.R.D. 318	E.D.N.Y.
<i>Parker v. Universal Pictures</i>	16-cv-1193-CEM-DCI	M.D. Fla.
<i>Parmelee v. Santander Consumer USA Holdings Inc.</i>	16-cv-783-K	N.D. Tex.
<i>Patel v. Darktrace Inc.</i>	0505263/2020	N.Y. Super. Ct.
<i>Pauley v. CF Ent.</i>	13-CV-08011-RGK-CW	C.D. Cal.
<i>Pelka v. Saren Rest.</i>	2019 CH 14664	Ill. Cir. Ct.
<i>Pemberton v. Nationstar Mortg. LLC</i>	14-cv-1024-BAS (MSB)	S.D. Cal.
<i>Pena v. Wells Fargo Bank</i>	19-cv-04065-MMC-TSH	N.D. Cal.
<i>Perez v. DIRECTV</i>	16-cv-01440-JLS-DFM	C.D. Cal.
<i>Perez v. Wells Fargo Co.</i>	17-cv-00454-MMC	N.D. Cal.
<i>Perrigo Sec. Litig.</i>	16-CV-2805-MCA-LDW	D.N.J.
<i>Peterson v. Apria Healthcare Grp., Inc.</i>	19-cv-00856	M.D. Fla.
<i>Petersen v. Costco Wholesale Co.</i>	13-cv-01292-DOC-JCG	C.D. Cal.
<i>Pickett v. Simos Insourcing Sols. Corp.</i>	1:17-cv-01013	N.D. Ill.
<i>Pierce v Anthem Ins. Cos.</i>	15-cv-00562-TWP-TAB	S. D. Ind.
<i>Pinnell v. Teva Pharm.</i>	19-cv-05738	E.D. Pa.
<i>Plymouth Cnty. Ret. Sys. v. GTT Commc'n, Inc.</i>	19-cv-00982-CMH-MSN	E.D. Va.
<i>Podawiltz v. Swisher Int'l, Inc.</i>	16CV27621	Or. Cir. Ct.
<i>Prause v. TechnipFMC PLC</i>	7-cv-2368	S.D. Tex.
<i>Press v. J. Crew Grp., Inc.</i>	56-2018-512503 (CU) (BT) (VTA)	Cal. Super. Ct.

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<i>Presson v. Recovery Connections Cmty.</i>	18-cv-466	E.D.N.C.
<i>Purcell v. United Propane Gas, Inc.</i>	14-CI-729	Ky. 2nd Cir.
<i>Ralph v. Get Fresh Produce, Inc.</i>	2019-CH-02324	Ill. Cir. Ct.
<i>Ramos v. Hopele of Fort Lauderdale, LLC</i>	17-cv-62100	S.D. Fla.
<i>Rayburn v. Santander Consumer USA, Inc.</i>	18-cv-1534	S.D. Ohio
<i>Reirdon v. Cimarex Energy Co.</i>	16-CIV-113 (KEW)	E.D. Okla.
<i>Rhea v. Apache Corp.</i>	14-cv-00433-JH	E.D. Okla.
<i>Rice v. Insync</i>	30-2014-00701147-CU-NP-CJC	Cal. Super. Ct.
<i>Rice-Redding v. Nationwide Mut. Ins. Co.</i>	18-cv-01203	N.D. Ga.
<i>Rich v. EOS Fitness Brands, LLC</i>	RIC1508918	Cal. Super. Ct.
<i>Rick Nelson Co. v. Sony Music Ent.</i>	18-cv-08791	S.D.N.Y.
<i>Rodrigues v WCP Constr. Corp.</i>	19-cv-10409-DJC	D. Mass.
<i>Rollo v. Universal Prop. & Cas. Ins.</i>	2018-027720-CA-01	Fla. Cir. Ct.
<i>Roman v. Antelope Valley Newspapers, Inc.</i>	BC382639	Cal. Super. Ct.
<i>Rotatori v. TGI Fridays</i>	14-0081-B	Mass. Super. Ct.
<i>Roth v. Bellevue Club</i>	19-2-07780-8	Wash. Super. Ct.
<i>Roth v. GEICO Gen. Ins. Co. and Joffe v. GEICO Indem. Co.</i>	16-cv-62942	S.D. Fla.
<i>Routh v. SEIU Healthcare 775NW</i>	14-cv-00200	W.D. Wash.
<i>Rozeboom v. Dietz & Watson</i>	17-cv-01266-RAJ	W.D. Wash.
<i>Ruppel v. Consumers Union of United States, Inc.</i>	16-cv-2444 (KMK)	S.D.N.Y.
<i>Russett v. Nw. Mut. Life Ins. Co.,</i>	19-cv-07414-KMK	S.D.N.Y.
<i>Saccoccio v. JP Morgan Chase</i>	13-cv-21107	S.D. Fla.
<i>San Antonio Fire & Police Pension Fund v. Dole Food Co.</i>	15-cv-1140 (LPS)	E.D. Del.
<i>Sanchez v. Centene Corp.</i>	17-cv-00806-AGF	E.D. Mo.
<i>Sanders v CJS Sols. Grp., LLC</i>	17-cv-03809	S.D.N.Y.
<i>Sanders v. Glob. Research Acquisition, LLC</i>	18-cv-00555	M.D. Fla.
<i>Sandoval v. Merlex Stucco Inc.</i>	BC619322	Cal. Super. Ct.
<i>Santa Barbara Channelkeeper v. State Water Res. Control Bd.</i>	37-2020-00005776	Cal. Super. Ct.
<i>Schlesinger v. Ticketmaster</i>	BC304565	Cal. Super. Ct.
<i>Schourup v. Private Label Nutraceuticals, LLC</i>	2015cv01026	C.D. Cal.

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<i>Schwartz v. Intimacy in New York, LLC</i>	13-cv-5735 (PGG)	S.D.N.Y.
<i>Schwartz v. Opus Bank</i>	16-cv-7991 (AB) (JPR)	C.D. Cal.
<i>SEB Inv. Mgmt. AB v. Endo Int'l PLC</i>	17-cv-3711-TJS	E.D. Pa.
<i>Seegert v. P.F. Chang's China Bistro</i>	37-2017-00016131-CU-MC-CTL	Cal. Super. Ct.
<i>Senne v Office of the Comm'r of Baseball</i>	14-cv-00608-JCS	N.D. Cal.
<i>Shah v Zimmer Biomet Holdings, Inc.</i>	16-cv-00815-PPS-MGG	N.D. Ind.
<i>Sidibe v. Sutter Health</i>	12-cv-4854-LB	N.D. Cal.
<i>Snap Derivative Settlement</i>	18STCV09365; BC720152; 19STCV08413	Cal. Super. Ct.
<i>Soderstrom v. MSP Crossroads Apartments LLC</i>	16-cv-233 (ADM) (KMM)	D. Minn.
<i>Solano v. Amazon Studios LLC</i>	17-cv-01587 (LGS)	S.D.N.Y.
<i>Sonner v. Schwabe N. Am., Inc.</i>	15-cv-01358 VAP (SPx)	C.D. Cal.
<i>Soto v. Diakon Logistics (Delaware), Inc.</i>	08-cv-33-L(WMC)	S.D. Cal.
<i>Speed v. JMA Energy Co., LLC</i>	CJ-2016-59	Okla. Dist. Ct.
<i>Spectrum Sec. Litig.</i>	19-cv-347-JDP	W.D. Wis.
<i>Staats v. City of Palo Alto</i>	2015-1-CV-284956	Cal. Super. Ct.
<i>Stanley v. Capri Training Ctr.</i>	ESX-L-1182-16	N.J. Super. Ct.
<i>Steele v. PayPal, Inc.</i>	05-CV-01720 (ILG) (VVP)	E.D.N.Y.
<i>Steinberg v. Opko Health, Inc.</i>	18-cv-23786-JEM	S.D. Fla.
<i>Stewart v. Early Warning Serv., LLC</i>	18-cv-3277	D.N.J.
<i>Stillman v. Clermont York Assocs. LLC</i>	603557/09E	N.Y. Super. Ct.
<i>Stretch v. Montana</i>	DV-04-713 (A)	Mont. 11th Dist. Ct.
<i>Strickland v. Carrington Mortg. Servs., LLC</i>	16-cv-25237	S.D. Fla.
<i>Strougo v. Lannett Co.</i>	18-cv-3635	E.D. Pa.
<i>Stuart v. State Farm Fire & Cas. Co.</i>	14-cv-04001	W.D. Ark.
<i>Sudunagunta v. NantKwest, Inc.</i>	16-cv-01947-MWF-JEM	C.D. Cal.
<i>Sullivan v Wenner Media LLC</i>	16-cv-00960-JTN-ESC	W.D. Mich.
<i>Swetz v. GSK Consumer Health, Inc.</i>	20-cv-04731	S.D.N.Y.
<i>Swinton v. SquareTrade, Inc.</i>	18-CV-00144-SMR-SBJ	S.D. Iowa
<i>Szafarz v. United Parcel Serv., Inc.</i>	SUCV2016-2094-BLS2	Mass. Super. Ct.
<i>Taafua v. Quantum Glob. Techs.</i>	18-cv-06602-VKD	N.D. Cal.
<i>Terrell v. Costco Wholesale Corp.</i>	16-2-19140-1-SEA	Wash. Super. Ct.

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<i>Thomas v. KIK Custom Prods., Inc.</i>	2019CH02471	Ill. Cir. Ct.
<i>Tile Shop Stockholders Litig.</i>	2019-0892-SG	Del. Chancery
<i>Timberlake v. Fusione, Inc.</i>	BC 616783	Cal. Super. Ct.
<i>Tkachyk v. Traveler's Ins.</i>	16-28-m (DLC)	D. Mont.
<i>T-Mobile Remediation Program</i>	Remediation Program	
<i>Tolliver v. Avvo, Inc.</i>	16-2-5904-0 (SEA)	Wash. Super. Ct.
<i>Torraca-Riano v. ATC Healthcare Serv., Inc.</i>	37-2018-00065377-CU-06-CTL	Cal. Super. Ct.
<i>Townes, IV v. Trans Union, LLC</i>	04-1488-JJF	D. Del.
<i>Townsend v. G2 Secure Staff</i>	18STCV04429	Cal. Super. Ct.
<i>Trepte v. Bionaire, Inc.</i>	BC540110	Cal. Super. Ct.
<i>Tschosik v. Diamond Freight Sys.</i>	16-2-01247-1	Wash. Super. Ct.
<i>Tyus v. Gen. Info. Sols. LLC</i>	2017CP3201389	S.C. C.P.
<i>United States (DOJ) v. Baltimore Cnty.</i>	19-CV-02465-CCB	D. Md.
<i>United States v. City of Austin</i>	14-cv-00533-LY	W.D. Tex.
<i>United States v. City of Chicago</i>	16-c-1969	N.D. Ill.
<i>United States v. Consol. City of Jacksonville</i>	170-17M-393	U.S. D.O.J.
<i>United States v. Greyhound Lines, Inc.</i>	16-67-RGA	D. Del.
<i>USC Student Health Ctr. Settlement</i>	18-cv-04258-SVW	C.D. Cal.
<i>Vasquez v. Libre by Nexus, Inc.</i>	17-cv-00755-CW	N.D. Cal.
<i>Vasquez v. Rainier Hospitality LLC</i>	19-2-14813-6 SEA	Wash. Super. Ct.
<i>Viesse v. Saar's Inc.</i>	17-2-7783-6 (SEA)	Wash. Super. Ct.
<i>Villafan v. Broadpectrum Downstream Serv. Inc.</i>	18-cv-06741-LB	N.D. Cal.
<i>Wahl v. Yahoo! Inc.</i>	17-cv-2745 (BLF)	N.D. Cal.
<i>Walton v. AT&T Servs., Inc.</i>	15-cv-3653 (VC)	N.D. Cal.
<i>Weber v. KASA Delivery LLC</i>	16-2-13761-0 SEA	Wash. Super. Ct.
<i>Weimar v. Geico Advantage Ins. Co.</i>	19-cv-2698-JTF-tmp	W.D. Tenn.
<i>WellCare Sec. Litig.</i>	07-cv-01940-VMC-EAJ	M.D. Fla.
<i>Williams v. Children's Mercy Hosp.</i>	1816-CV 17350	Mo. Cir. Ct.
<i>Williams v. Naples Hotel Grp., LLC</i>	18-cv-422-Orl-37-DCI	M.D. Fla.
<i>Williams v. Ret. Plan for Chicago Transit Auth.</i>	11 CH 15446	Ill. Cir. Ct.
<i>Williams v. Weyerhaeuser Co.</i>	995787	Cal. Super. Ct.
<i>Wills v. Starbucks Corp.</i>	17-cv-03654	N.D. Ga.

CASE NAME	CASE NUMBER	LOCATION
<i>Wilson v. LSB Indus., Inc.</i>	15-cv-07614-RA-GWG	S.D.N.Y.
<i>Wood v. AmeriHealth Caritas Serv.</i>	19-2194	E.D. Pa.
<i>Wornicki v. Brokerpriceopinion.com, Inc.</i>	13-cv-03258 (PAB) (KMT)	D. Colo.
<i>Wright v. Lyft, Inc.</i>	14-cv-00421-BJR	W.D. Wash.
<i>Wright v. Sterling Infosystems</i>	34-2019-00255349	Cal. Super. Ct.
<i>Yamagata v. Reckitt Benckiser, LLC</i>	17-cv-03529-CV	N.D.Cal.
<i>Yates v. Checkers</i>	17-cv-09219	N.D. Ill.
<i>Yeske v. Macoupon Energy</i>	2017-L-24	Ill. Cir. Ct.
<i>Yi v. Kroger Co.</i>	14-2-19935-0 SEA	Wash. Super. Ct.
<i>Yoakum v. ABB Motors and Mech., Inc.</i>	20-cv-23-JJV	E.D. Ark.
<i>Young v. World Wide Tech., LLC</i>	2019-L-001728	Ill. 13th Cir. Ct.
<i>Zhang v. Richemont N. Am., Inc.</i>	19STCV32396	Cal. Super. Ct.

EXHIBIT B

A COURT AUTHORIZED
THIS LEGAL NOTICE

Voya (f/k/a Aetna) COI Life Insurance Settlement

Administrator

c/o JND Legal Administration

P.O. Box 91208

Seattle, WA 98111

FIRST CLASS
MAIL
US POSTAGE
PAID
Permit# __

**If you own or
owned a universal
life insurance
policy issued by
Aetna (now Voya)
that was subject to
a COI rate increase
announced in 2016,
your rights may be
affected by a class
action settlement**



Postal Service: Please do not mark barcode

Unique ID: «CF_PRINTED_ID»

«Full_Name»

«CF_CARE_OF_NAME»

«CF_ADDRESS_1»

«CF_ADDRESS_2»

«CF_CITY», «CF_STATE» «CF_ZIP»

«CF_COUNTRY»

A proposed settlement has been reached in a class action lawsuit called *In re: Voya Retirement Insurance and Annuity Co.*, Case No. 16-cv-6399 (S.D.N.Y.) (the “Settlement”). This notice provides a summary of your rights and options. More details are available at www.VoyaCOILitigation.com.

What is this about? The class action lawsuit alleges that Defendant Voya Retirement Insurance and Annuity Company (“Voya”), formerly Aetna Life Insurance and Annuity Company (“Aetna”), breached its contracts with certain policy owners. In May 2016, policyholders were issued letters announcing that their insurance policies would be subject to cost of insurance (“COI”) rate increases, and Plaintiff asserts those COI rate increases violated the terms of the policyholders’ contracts, and that Plaintiff and members of the Class have been damaged, as a result. Voya denies Plaintiff’s claims and asserts multiple defenses, including that Voya’s challenged actions are lawful, justified, and have not harmed Plaintiff or caused any damages.

Who is affected? The Class consists of “All owners of universal life (including variable universal life) insurance policies issued by Aetna Life Insurance and Annuity Company, now known as Voya, that were subject to the cost of insurance increase announced in 2016.” Excluded from the Class are Defendant Voya and its reinsurer and administrative agent, The Lincoln Life & Annuity Company of New York (“Lincoln”), their officers and directors, members of their immediate families, and the heirs, successors or assigns of any of the foregoing; Class Counsel and their employees; the Court, the Court’s staff, and their immediate families. Also excluded from the Class are policies that timely and validly opted out of the Class by July 29, 2019.

What does the Settlement provide? The Settlement provides for cash payments that will be distributed on a *pro rata* basis to Settlement Class members for their share of the total damages from a cash fund of up to \$92.5 million (the “Settlement Fund”) that will also be used to pay all administrative fees; any incentive award to the Class Representative (not to exceed \$25,000); any attorneys’ fees awarded by the Court (not to exceed \$30,525,000, which is 33% of the gross Settlement Fund) and reimbursement for expenses incurred. In addition, for five years after approval of the Settlement, Voya and Lincoln agree that COI rates on the Class Policies will not be increased above the current rate schedules implemented on June 1, 2016, unless Voya is ordered to do so by a state regulatory body or unless the adjustments comply with the terms of the policy. Voya and Lincoln also agree that it will not take certain legal action

What are my options? You can do nothing, exclude yourself, or object to the Settlement.

Do nothing. You will be part of the Settlement Class and receive a payment in the mail if you are entitled to one. You will give up your right to sue or continue to sue Voya and Lincoln for the claims in this case.

Exclude yourself. You will not receive a payment. You will keep your right to sue Voya and Lincoln at your own expense and with your own attorney about the legal claims in this case. Your exclusion request must include the case name (*Hanks v. Voya Retirement Insurance and Annuity Co.*), a statement saying that you want to be excluded from the Settlement Class, your full name, address, telephone number, email address (if any), the policy number(s) to be excluded, and your signature. If you own multiple policies that would be included in the Settlement Class, you may request to exclude some policies from the Settlement Class while participating in the Settlement Class with respect to other policies.

Object. If you do not exclude yourself from the Settlement Class, you may object or tell the Court what you don't like about the Settlement.

Exclusion requests and objections must be sent to Voya (f/k/a Aetna) COI Life Insurance Class Action Settlement, c/o JND Legal Administration, P.O. Box 91208, Seattle, WA 98111, **postmarked by [MONTH, DAY], 2022**. For more details about your rights and options and how to exclude yourself or object, go to www.VoyaCOILitigation.com.

What happens next? The Court will hold a Fairness Hearing on [MONTH, DAY] 2022 at [TIME] at the [COURT HOUSE ADDRESS], to consider whether to approve the Settlement, Class Counsel's attorneys' fees and expenses, and the Class Representative incentive award. The Court has appointed Susman Godfrey L.L.P. as Class Counsel. You or your attorney may ask to speak at the hearing at your own expense, but you don't have to.

How do I get more information? For more information and to view the full notice, go to www.VoyaCOILitigation.com, or contact the Settlement Administrator by writing Voya (f/k/a Aetna) COI Life Insurance Class Action Settlement, c/o JND Legal Administration, P.O. Box 91208, Seattle, WA 98111, or calling 1-833-759-2984.

Please do not contact the Court.

Name: _____

Current Address: _____

Place
Stamp
Here

Address Change Form

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

JND Legal Administration
Attn: Voya (f/k/a Aetna) COI Life Insurance Settlement
P.O. Box 91208
Seattle, WA 98111

EXHIBIT C

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

If you own a universal life insurance policy issued by Aetna (now, Voya) that was subject to a COI rate increase announced in 2016, your rights and options may be affected by a class action settlement

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

- A proposed settlement has been reached in a class action lawsuit called *Hanks v. Voya Retirement Insurance and Annuity Co.*, Case No. 16-cv-6399 (S.D.N.Y.) (the “Settlement”).
- Plaintiff alleges that Defendant Voya Retirement Insurance and Annuity Company (“Voya”), formerly Aetna Life Insurance and Annuity Company (“Aetna”), breached its contracts with certain policy owners. In May 2016, policyholders were issued letters announcing that their insurance policies would be subject to cost of insurance (“COI”) rate increases, and Plaintiff asserts those COI rate increases violated the terms of the policyholders’ contracts, and that Plaintiff and members of the Class have been damaged, as a result. Voya denies Plaintiff’s claims and asserts multiple defenses, including that Voya’s challenged actions are lawful, justified, and have not harmed Plaintiff or caused any damages.
- If the Court approves the Settlement, Settlement Class members will be eligible to receive payment from a cash settlement fund of up to \$92.5 million, as further detailed in Question 10.
- In addition, for the five years following Final Approval of the Settlement, Voya and its administrator and reinsurer the Lincoln Life & Annuity Company of New York (“Lincoln”) agree that COI rates on the Class Policies will not be increased above the current rate schedules implemented on June 1, 2016, unless Voya is ordered to do so by a state regulatory body or unless the adjustments comply with the terms of the policy. Voya and Lincoln also agree that it will not take certain legal action or assert certain legal defenses challenging death claims for any Settlement Class member as outlined in the Settlement Agreement available at www.voyacoil litigation.com.
- You are entitled to be a Settlement Class member if you own or owned certain universal life (including variable universal life) policies issued between 1983 and 2000 by Aetna (now Voya) that was subject to a COI Rate Increase announced in 2016, and did not previously opt-out of the Class. Your legal rights are affected whether or not you act. ***Please read this notice carefully.***

YOUR LEGAL RIGHTS AND OPTIONS		
DO NOTHING	<ul style="list-style-type: none"> • Get certain benefits from the Settlement — Receive a payment in the mail if you are entitled to one • Be bound by the Settlement • Give up your right to sue or continue to sue Voya and Lincoln for the claims in this case 	
ASK TO BE EXCLUDED (“OPT OUT”)	<ul style="list-style-type: none"> • Remove yourself from the Settlement Class • Get no benefits from the Settlement • Keep your right to sue or continue to sue Voya and Lincoln, at your own expense, for the claims in this case 	Postmarked by [MONTH, DATE], 2022
OBJECT	<ul style="list-style-type: none"> • Tell the Court what you do not like about the Settlement. The purpose of an objection to the Settlement is to persuade the Court not to approve the proposed Settlement. A successful objection to the Settlement means that the objector and other members of the Class are not bound by the Settlement. 	Filed and served by [MONTH, DATE], 2022

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

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BASIC INFORMATION

1. Why was this Notice issued?

You have a right to know about a proposed settlement and your rights and options before the Court decides whether to approve the Settlement.

Judge P. Kevin Castel of the United States District Court for the Southern District of New York is in charge of this case. The case is called *Hanks v. Voya Retirement Insurance and Annuity Co.*, Case No. 16-cv-6399 (S.D.N.Y.). The individual who sued is Plaintiff Helen Hanks. The company she sued, Voya, formerly Aetna, is called the Defendant.

2. What is this lawsuit about?

The class action lawsuit alleges that Voya breached its contracts with certain policy owners. In May 2016, policyholders were issued letters announcing that their insurance policies would be subject to COI rate increases, and Plaintiff asserts those COI rate increases violated the terms of the policyholders' contracts, and that Plaintiff and members of the Settlement Class have been damaged, as a result. Voya denies these claims; however, both sides have agreed to the Settlement to avoid the risks, costs, and delays of further litigation including an appeal so that people affected will get a chance to receive compensation.

3. Which life insurance policies are affected by the lawsuit?

On March 13, 2019, the United States District Court for the Southern District of New York granted Plaintiff's motion for class certification for breach of contract against Voya. The Court certified a class of policyowners on March 13, 2019. The Class consisted of all owners of universal life (including variable universal life) insurance policies issued by Aetna that were subject to the COI rate increase announced in 2016. Excluded from the Class are Class Counsel and their employees; Voya and Lincoln; officers and directors of Voya and Lincoln, and members of their immediate families; the heirs, successors or assigns of any of the foregoing; the Court, the Court's staff, and their immediate families. Also excluded from the Class are the twelve policies that, after the Class was certified, validly opted out from the Class.

4. What is a class action and who is involved?

In a class action, one person called a "Class Representative," here Plaintiff Helen Hanks, sues on behalf of all individuals who have a similar claim and together they are called the "class" or "class members." Bringing a case, such as this one, as a class action allows resolution of many similar claims of persons and entities that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who validly exclude themselves from the class.

5. Why is this lawsuit a class action?

In a March 13, 2019 order, the Court decided that the breach of contract claim against Voya in this lawsuit can proceed as a class action because, at that point of the lawsuit, it met the requirements of Rule 23 of the Federal Rules of Civil Procedure, which governs class actions in federal court. The Court found that:

- There are numerous Class Members whose interests will be affected by this lawsuit;
- There are legal questions and facts that are common to each of them;
- The Class Representative's claims are typical of the claims of the rest of the Class;

- The Class Representative and the lawyers representing the Class will fairly and adequately represent the interests of the Class;
- A class action would be a fair, efficient and superior way to resolve this lawsuit;
- The common legal questions and facts predominate over questions that affect only individual Class Members; and
- The Class is ascertainable because it is defined by identifiable objective criteria.

In certifying the Class, the Court appointed Susman Godfrey LLP as Class Counsel.

For more information, visit the Important Documents page of the website at www.VoyaCOILitigation.com.

6. Why is there a Settlement?

Voya and Lincoln, Voya's administrative agent and reinsurer, deny any and all liability or wrongdoing of any sort with regard to the 2016 COI rate increase. Instead, the parties, with the assistance of an experienced mediator, Robert Meyer, Esq. of JAMS, have agreed to the Settlement. The parties want to avoid the risks, costs, and delays of further litigation. The Court has not decided in favor of the Plaintiff or Defendant. Plaintiff and Class Counsel think the Settlement is in the best interests of the Settlement Class and is fair, reasonable, and adequate.

THE SETTLEMENT CLASS

7. Am I part of the Settlement Class?

The Settlement Class consists of all owners of universal life (including variable universal life) insurance policies issued by Aetna, now known as Voya, that were subject to the COI increase announced in 2016, except as described below.

8. Are there exceptions to being included?

Yes. Specifically excluded from the Settlement Class are Voya and Lincoln, their officers and directors, members of their immediate families, and the heirs, successors or assigns of any of the foregoing, the Court, the Court's staff, and their immediate families, Class Counsel and their employees and the twelve policies that timely and validly opted-out after Class Certification (the "Class Opt-Outs").

In addition, policyowners have an opportunity to request exclusion from the Settlement, as described below. Policyowners that timely and validly request exclusion will not be part of the Settlement Class and will not be entitled to any of its benefits.

If an individual or entity is the owner of both a Class Opt-Out and a policy in the Settlement Class, the owner is included in the Settlement Class with respect to the policy in the Settlement Class but not with respect to any Class Opt-Outs. If an owner (such as a securities intermediary or trustee) owns multiple policies on behalf of different principals, that owner may stay in or opt-out of the Settlement Class separately for each policy.

9. What if I am still not sure if I am included?

If you're still not sure whether you are a Settlement Class member, please visit the website, www.VoyaCOILitigation.com, call the Settlement Administrator toll-free at 1-833-759-2984, or write to:

Voya (f/k/a Aetna) COI Life Insurance Settlement Administrator
c/o JND Legal Administration
P.O. Box 91208
Seattle, WA 98111

SETTLEMENT BENEFITS – WHAT SETTLEMENT CLASS MEMBERS GET

10. What does the Settlement provide?

A Settlement Fund of \$92.5 million will be established for Settlement Class members. The Settlement Fund will be reduced proportionally if there are any opt-outs from the Settlement Class. After payment of the cost to administer the Settlement Fund as well as attorneys' fees and expenses and the payments to the Class Representative (see Question 18 below), the Settlement Administrator will distribute the remaining amounts to Settlement Class members in proportion to their share of the overall COI overcharges collected from the Settlement Class through May 2021. No portion of the Settlement Fund will be returned to Voya or Lincoln.

Voya and Lincoln have also agreed not to:

- Raise COI rates on policies covered by the Settlement for a period of five years, unless ordered to do so by a state regulatory body.
- Cancel, void, rescind, or deny a death claim submitted under the Settlement Class members' policies or contest the validity of a policy based on:
 - An alleged lack of valid insurable interest under any applicable law or equitable principles; or
 - Any misrepresentation allegedly made on or related to the application for, or otherwise made in applying for the policy.

More details are in a document called the Settlement Agreement, which is available at www.VoyaCOILitigation.com.

11. What am I giving up by staying in the Settlement?

If you are a Settlement Class member, unless you exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Voya and Lincoln about the facts that arise from the same factual predicate of the claims released in this Settlement. It also means that all the decisions by the Court will bind you. The Released Claims and Released Parties are defined in the Settlement Agreement. They describe the legal claims that you give up if you stay in the Settlement. The Settlement Agreement is available at www.VoyaCOILitigation.com.

HOW TO GET A PAYMENT

12. How can I get a payment?

You will automatically receive a payment in the mail if you are entitled to one. No claims need to be filed.

13. When will I get my payment?

Payments will be mailed to Settlement Class members after the Court grants “final approval” of the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It’s always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

14. How do I ask to be excluded?

To exclude yourself (or “opt-out”) of the Settlement, you must complete and mail to the Settlement Administrator a written request for exclusion. The exclusion request must include the following:

- Your full name, address, telephone number, and email address (if any);
- A statement saying that you want to be excluded from the Settlement Class;
- The case name (Hanks v. Voya Retirement Insurance and Annuity Co.);
- The policy number(s) to be excluded; and
- Your signature.

You must mail your exclusion request **postmarked by [MONTH, DATE] 2022** to:

Voya (f/k/a Aetna) COI Life Insurance Settlement Administrator - Exclusions
c/o JND Legal Administration
P.O. Box 91208
Seattle, WA 98111

If you own multiple policies that are included in the Settlement Class, you may request to exclude some policies from the Settlement Class while participating in the Settlement Class with respect to other policies.

IF YOU DO NOT EXCLUDE YOURSELF BY THE DEADLINE ABOVE, YOU WILL BE PART OF THE SETTLEMENT CLASS AND BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT.

15. If I don't exclude myself, can I sue Voya or Lincoln for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Voya and Lincoln for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement to continue your own lawsuit. If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments entered in the Action relating to the Settlement.

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

No. You will not get any money from the Settlement if you exclude yourself.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court has appointed the following lawyers as "Class Counsel."

Steven G. Sklaver
Kalpana Srinivasan
Michael Gervais
Nicholas N. Spear
SUSMAN GODFREY LLP
1900 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067-6029
ssklaver@susmangodfrey.com
ksrinivasan@susmangodfrey.com
mgervais@susmangodfrey.com
nspear@susmangodfrey.com
Telephone: 310-789-3100

Seth Ard
Ryan Kirkpatrick
SUSMAN GODFREY LLP
1301 Avenue of the Americas, 32nd Floor
New York, NY 10019
sard@susmangodfrey.com
rkirkpatrick@susmangodfrey.com
Telephone: 212-336-8330

18. How will the lawyers be paid?

The Court will determine how much Class Counsel will be paid for fees and expenses. Class Counsel will file a motion seeking an award for attorneys' fees not to exceed 33% of the Final Settlement Fund, which equals the gross monetary fund (that is, the total cash fund) after any reduction in the amount of the Settlement Fund due to any opt-outs from the Settlement Class. For example, if no one opts out from the Settlement Class, then the Final Settlement Fund will equal the entire \$92.5 million, and Class Counsel will file a motion seeking an award for attorneys' fees that will not exceed \$30,525,000, which is 33% of the Final Settlement Fund in this example. If there are opt-outs from the Settlement Class, then the Final Settlement Fund will be reduced on a pro-rata basis, and Class Counsel will seek an award for attorneys' fees from that reduced amount that will also not exceed 33% of the Final Settlement Fund. For example, if the Final Settlement Fund is reduced to \$81 million as a result of opt-outs, Class Counsel will seek an award for attorneys' fees not to exceed \$26.73 million, which is 33% of the Final Settlement Fund in this example. In addition to seeking an award for attorneys' fees, Class Counsel will seek reimbursement for expenses incurred or to be incurred in connection with the Settlement, as well as an incentive award up to \$25,000 for Helen Hanks for her service as the representative on behalf of the Settlement Class, to be paid from the Final Settlement Fund. You will not be responsible for direct payment of any of these fees, expenses, or awards.

19. Should I get my own lawyer?

If you stay in the Settlement Class, you do not need to hire your own lawyer to pursue the claims against Voya and Lincoln because Class Counsel is working on behalf of the Settlement Class. However, if you want to be represented by your own lawyer, you may hire one at your own expense and cost.

OBJECTING TO THE SETTLEMENT

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

Any Settlement Class Member who does not timely and properly opt out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement. Settlement Class members who wish to object to any term of the Settlement must do so, in writing, by filing a written objection with the Court, and serving copies on Class Counsel and Counsel for Defendant. The written objection must include:

- Your full name, address, telephone number, and email address (if any);
- The policy number(s);
- A written statement of all grounds for the objection accompanied by any legal support for the objection (if any);
- Copies of any papers, briefs, or other documents upon which the objection is based;
- A statement of whether you intend to appear at the Fairness Hearing; and
- Your or your counsel’s signature.

If you intend to appear at the Fairness Hearing through counsel, the written objection must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. Your objection, along with any supporting material you wish to submit, must be filed with the Office of the Court, with a copy served on Class Counsel and Counsel for Defendant by **[MONTH, DAY], 2022** at the following addresses:

Clerk of the Court	Class Counsel
Office of the Clerk Daniel Patrick Moynihan United States Courthouse 500 Pearl St. New York, NY 10007-1312	Steven G. Sklaver Kalpana Srinivasan Michael Gervais Nicholas N. Spear SUSMAN GODFREY LLP 1900 Avenue of the Stars, Suite 1400 Los Angeles, CA 90067-6029 Seth Ard Ryan Kirkpatrick SUSMAN GODFREY LLP 1301 Avenue of the Americas, 32nd Floor New York, NY 10019

Counsel for Defendant	Counsel for Defendant
Alan B. Vickery Boies Schiller Flexner LLP 333 Main Street Armonk, New York 10504 Tel: (914) 749-8200 Fax: (914) 749-8300 John F. LaSalle Andrew Villacastin Boies Schiller Flexner LLP 55 Hudson Yards 20th Floor New York, NY 10001 Tel: (212) 446-2300 Fax: (212) 446-2350	Motty Shulman Robin A. Henry Glenn L. Radecki Bryan McIntyre Fried, Frank, Harris, Shriver & Jacobson LLP One New York Plaza New York, New York 10004-1980 (212) 859-8000 (telephone) (212) 859-4000 (facsimile)

21. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. The purpose of an objection to the Settlement is to persuade the Court not to approve the proposed Settlement. A successful objection to the Settlement means that the objector and other members of the Class are not bound by the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing on [MONTH, DAY] 2022 at [TIME] ET, at the [COURT HOUSE ADDRESS]. At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay and reimburse Class Counsel and any incentive award payment to Helen Hanks. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

23. Do I have to come to the hearing?

No. But you or your own lawyer may attend at your expense. If you submit an objection, you don't have to come to Court to talk about it. As long as you filed and served your written objection on time to the proper addresses, the Court will consider it.

24. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear." Your request must state your name, address, and telephone number, as well as the name, address, and telephone number of the person that will

appear on your behalf. Your request must be filed with the Clerk of the Court and served on Class Counsel and Defendant's Counsel no later than [MONTH, DAY] 2022.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you do nothing, you will automatically receive a payment from the Settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Voya and Lincoln about the legal issues that arise from the same factual predicate of this case, ever again.

GETTING MORE INFORMATION

26. How can I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at www.VoyaCOILitigation.com. You can also call the Settlement Administrator toll-free at 1-833-759-2984, or write to:

Voya (f/k/a Aetna) COI Life Insurance Settlement Administrator
c/o JND Legal Administration
P.O. Box 91208
Seattle, WA 98111

PLEASE DO NOT CONTACT THE COURT