

**CLASS ACTION SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement (the “**Agreement**”) is made and entered into by and between Plaintiffs Jane Doe, John Doe 1 and John Doe 2 (collectively “**Plaintiffs**”), on behalf of themselves and all putative class members proposed in this Agreement, on the one hand, and MasterCorp., Inc. (“**MasterCorp**” Or “**Defendant**”), on the other.

WHEREAS, Plaintiffs plan to file a putative class action complaint against MasterCorp in the United States District Court for the Eastern District of Virginia, [Norfolk/Alexandria Division] (the “**Action**”);

WHEREAS, the Action asserts claims on behalf of a putative class of workers who are Colombian Nationals or of Colombian origin who were paid by Perennial Pete, LLC (“Perennial Pete’s”) or one of its affiliated entities or companies, and who provided housekeeping services at resorts where MasterCorp was responsible for housekeeping, alleging MasterCorp subjected members of the putative class to wrongful labor and immigration-related wrongful conduct in violation of 18 U.S. Code sections 1581 et seq. (“TVPPRA”), and failed to pay the workers all compensation due to them in violation of 29 U.S. Code sections 201 et seq. (“FLSA”), and the wage and hour laws of various states, engaged in discrimination on the basis of national origin in violation of federal and state anti-discrimination statutes, and committed common law fraud and negligence;

WHEREAS, the predominant claims in the Action for which Plaintiffs are seeking relief on an individual and class basis are their claims asserting violations of TVPPRA, discrimination on the basis of national origin, and their common law claims;

WHEREAS, on October 23 and 24, 2023, Plaintiffs and MasterCorp (collectively the “**Parties**”) participated in a two-day mediation before the Honorable Gerald Bruce Lee (Ret.), a former federal district court judge and, now a professional mediator. Although the Parties did not reach an agreement at the mediation, they reached a provisional resolution on October 25 based on the Parties’ then-understanding and belief about Class size. Subsequent to that, the Parties engaged in substantial arms-length negotiations and discovery through April 10, 2024 to confirm the Class size, which resulted in the Parties reaching an agreement to resolve all disputes between them, including the claims asserted in the proposed complaint in the Action;

WHEREAS, MasterCorp denies it has committed any wrongdoing or violated any state or federal law pertaining to forced labor or immigration-related wrongful conduct, payment of wages, hours of work, or earnings in any form, or discrimination on the basis of national origin, and is vigorously defending the claims asserted by Plaintiffs;

WHEREAS, to avoid the expense and burden of further litigation, the Parties now desire to resolve any and all claims alleging wrongful labor, immigration-related wrongful conduct in violation of TVPPRA or otherwise, or any other conduct that would constitute a violation of TVPPRA, wage and hour-related claims, state or federal, claims of discrimination on the basis of national origin under federal and state laws, and common law claims that were or could have been asserted by Plaintiffs on behalf of anyone who was a Colombian National or of Colombian origin who was paid by Perennial Pete’s or one of its affiliated entities or companies, and provided

housekeeping services at resorts where MasterCorp was responsible for housekeeping in the States of Arizona, California, Colorado, Florida, Michigan, Missouri, Nevada, South Carolina, Virginia, and Wisconsin, at any point from in or about March 15, 2020 through the date of preliminary approval of this class settlement;

WHEREAS, MasterCorp does not have complete employment records relating to the employment of the members of the proposed class and has the informed understanding that Perennial Pete's, which maintained certain records, also claims it does not have complete employment records for them;

WHEREAS, for purposes of settlement, MasterCorp, having done due diligence regarding the size of the proposed class, represents that after extensive analysis its best estimate is that there are approximately 205 individuals who have or could have asserted the claims identified in the preceding paragraphs;

WHEREAS, Plaintiffs' counsel has reviewed MasterCorp records (the "Class List") and done their own due diligence to confirm MasterCorp's estimate of the size of the proposed class;

NOW, THEREFORE, in consideration of the foregoing and the promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS**

In addition to various terms defined elsewhere, the terms listed in this Section shall have the meanings ascribed to them for purposes of this Agreement:

- 1.1 **Attorneys' Fees and Litigation Costs** means all fees and costs incurred in connection with Plaintiffs' prosecution and settlement of the Action, including attorneys' fees (of any firm or attorney), court expenses, and costs related to the investigation and preparation to file the Action, and any and all other costs and expenses incurred in any way in connection with the prosecution or settlement of Plaintiffs' claims against MasterCorp.
- 1.2 **Claim Deadline** means the last date by which a Claim submitted to the Settlement Administrator by a Settlement Class and Collective Member for payment under this settlement must be postmarked or, if submitted electronically via the Settlement Website, the date actually submitted, which shall be no later than seventy-five (75) days after the start of notice.
- 1.3 **Claim Form** means the form attached to the Class Notice (and available on the settlement website), to be agreed upon by Plaintiffs' Counsel and Defendants' Counsel, after consultation with the Settlement Administrator, that requests Settlement Class and Collective Members to indicate whether they wish to participate in the settlement.

- 1.4 **Class Counsel** means Rachel Geman  
Lieff, Cabraser, Heimann & Bernstein, LLP.

250 Hudson Street, 8th Floor  
New York, NY 10013, and

Mark Hanna  
Murphy Anderson PLLC,  
1401 K St. NW, Suite 300  
Washington, DC 20005

- 1.5 **Class Notice** means the notice(s) of the Parties' proposed settlement to be agreed upon by Class Counsel and Defendants' Counsel, in consultation with the Settlement Administrator.
- 1.6 **Class Representative Plaintiffs or Named Plaintiffs** means Jane Doe, John Doe 1 and John Doe 2.
- 1.7 **Defendant's Counsel or MasterCorp's Counsel** means Greenberg Traurig LLP. For purposes of providing any notices required under this Agreement, Defendant's Counsel shall refer to David Barger, Greenberg Traurig, LLP, 1750 Tysons Blvd., Suite 1000 McLean, VA 22102 and Johnine Barnes, Greenberg Traurig, LLP, 2101 L Street, Suite 1000, Washington, DC 20037.
- 1.8 **Final Approval Order** means the order entered by the United States District Court for the Eastern District of Virginia that finally and unconditionally approves of the settlement, grants certification of the Settlement Classes for settlement purposes only, authorizes payment to Plaintiffs, Participating Settlement Class and Collective Members, the Settlement Administrator, and Class Counsel, as provided for in this Agreement, fully and finally extinguishes the Released Claims as set forth herein, and dismisses the Action in its entirety with prejudice and without costs (except as otherwise provided herein), with the Court retaining jurisdiction over the Action for purposes of ensuring compliance with the terms of this Agreement and any order of the Court issued in connection therewith.
- 1.9 **Net Settlement Amount** means the Total Settlement Amount less Attorneys' Fees and Litigation Costs, Service Awards, Settlement Administration Costs, and any amounts payable pursuant to this Agreement as employee-side payroll taxes (which are paid out of the QSF).
- 1.10 **Notice Period** means the period beginning three weeks (21) days after entry of the Preliminary Approval Order and ending thirty days (30) days thereafter (i.e., 52 days after preliminary approval).
- 1.11 **Participating Settlement Class and Collective Member** means any Settlement Class and Collective Member who elects to participate in the Consolidated Class and Collective Action Settlement by submitting a timely and valid Claim Form.
- 1.12 **Plan of Allocation** means the plan set forth in section 4.7 below to allocate Settlement Payments to the Settlement Class and Collective Members.

- 1.13 **Preliminary Approval Order** means an order entered by the United States District Court for the Eastern District of Virginia stating that the Court likely will be able to certify the Settlement Class at Final Approval, provisionally certifying the Settlement Collective, appointing Jane Doe and John Does 1 and 2 as Interim Class and Collective Representatives, preliminarily approving of the proposed Settlement Agreement between the Parties, approving of the proposed form and manner of notice to the proposed Settlement Class and Collective, appointing Mark Hanna and Rachel Geman as Interim Co-Lead Counsel for the proposed Class and Collective, and approving of Plaintiffs' proposed schedule leading up to and including the Fairness Hearing.
- 1.14 **Qualified Settlement Fund or QSF** means a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1, *et seq.*, set up by the Settlement Administrator for administration of the Class and Collective Settlement.
- 1.15 **Released Claims** means those claims released by all Settlement Class and Collective Members as set forth in Section 5.3.
- 1.16 **Released Parties** means MasterCorp and its parent companies, subsidiaries, affiliates, business units, shareholders, members, and all of its and their predecessors and successors, officers, directors, agents, attorneys, employees and assigns, and all companies, entities, and persons, confederates, conspirators, acting through, under or in concert with them for matters arising out of or related to the claims, Complaint and allegations in this case, including but not limited to Perennial Pete's. For the avoidance of doubt, the releases by the Plaintiffs and Participating Settlement Class and Collective Members do not limit MasterCorp's ability should it so elect to pursue its own remedies and claims against entities, companies, persons, confederates, conspirators, who acted with or through MasterCorp in the matters described in the Complaint filed in this case, including but not limited to Perennial Pete's.
- 1.17 **Settlement Administrator** means JND Legal Administration, the entity Plaintiffs selected to provide notice, including any required CAFA notices, to the Settlement Class (as defined herein) and to administer all payments and withholdings authorized under the terms of this Agreement.
- 1.18 **Settlement Class and Collective Member** means any person who meets the criteria set forth in the definition of "Settlement Class" below.
- 1.19 **Settlement Class, Settlement Class and Collective or Class** means the class and collective that the parties jointly seek to have certified, solely for the purposes of this Settlement Agreement. The Settlement Class is comprised of all workers who are Colombian Nationals or of Colombian origin who were paid by Perennial Pete's or its affiliated entities or companies, and who provided housekeeping services at resorts where MasterCorp was responsible for housekeeping services between March 15, 2020 and the date of preliminary approval of the settlement.

- 1.20 **Settlement Effective Date** means the date after which the Final Approval Order will be final and no longer subject to appeal. Specifically:
- a. If no appeal is taken, on the date on which the time to appeal (including any possible extension of time to appeal) has expired (thirty-one (31) days absent a court-approved extension); or
  - b. If an appeal is taken, the date on which all appeals, including petitions for rehearing or re-argument, petitions for rehearing *en banc* and petitions for certiorari or any other form of review, have been finally disposed of, such that the time to appeal (including any potential extension of time) has expired.
- 1.21 **Settlement Payment** means a unit of monetary value derived by the following calculation(s) for purposes of allocation of settlement payments to the Settlement Class and Collective Members. Each Class and Collective Member who submits a valid and timely claim form will get an equal share of the Net Settlement Amount, as set forth in the Plan of Allocation. The remainder of the Net Settlement Amount, if any, will be paid to the following cy pres recipient: St. Jude, to be earmarked for undocumented-immigrant-related services. If the Class and Collective Member wishes to be paid by check, versus another form of payment (such as e-Mastercard), and does not cash the check within 90 days, and there is therefore leftover money, that money will be paid to the above cy pres recipient if it is not feasible to redistribute to participating claimants up to the agreed upon cap as set forth in Section 4.7 of this Settlement Agreement.
- 1.22 **Total Settlement Amount** means the total amount that will be paid under this Agreement, inclusive of all payments made to: (1) Settlement Class and Collective Members; (2) any service payments paid to Plaintiffs; and (3) any Attorneys' Fees and Litigation Costs paid to Class Counsel; (4) any settlement administration costs paid for the Settlement Administrator's services (including preparing and mailing requisite CAFA notices); and (5) applicable federal taxes, state and local taxes and all federal and state unemployment taxes required by law to be withheld by MasterCorp. The Total Settlement Amount is equal to Four Million Nine Hundred and Fifty Thousand U.S. Dollars and Zero Cents (\$4,950,000.00).

**2. CONSENT TO JURISDICTION IN THE EASTERN DISTRICT OF VIRGINIA.**

For purposes of the efficient administration of settlement, the Parties agree to proceed in the proposed Action in the U.S. District Court for the Eastern District of Virginia, Alexandria Division. The Parties agree and acknowledge that jurisdiction is proper in the Eastern District of Virginia pursuant to 28 U.S.C. § 1332(a) and 1367.

**3. NO ADMISSION OF LIABILITY AND NO CONCESSION AS TO THE MERITS.**

MasterCorp enters into this Agreement to avoid the risks, uncertainty, expense and burden of further litigation. MasterCorp denies it violated the law in any manner and specifically denies it violated any statutory or common law as Plaintiffs allege. The Parties agree and



acknowledge that neither this Agreement nor their settlement shall be alleged or construed by anyone to be an admission of any violation of any federal, state or local statute, ordinance, or regulation, or of any duty owed by MasterCorp to current or former employees or to current or former employees of Perennial Pete's, its affiliates or companies. This Agreement is a settlement document, and this Agreement and all documents related thereto, including this Agreement and all accompanying exhibits and all orders entered by the Court in connection with this Agreement, shall be inadmissible as evidence in any proceeding, except in a proceeding to approve, interpret, or enforce its terms.

4. **TOTAL SETTLEMENT AMOUNT AND ALLOCATION.**

4.1 **Total Settlement Amount.** The Total Settlement Amount means the total amount that will be paid by MasterCorp under this Agreement (inclusive of all payments made to eligible Settlement Class and Collective Members), to Plaintiffs (including any service awards paid to Plaintiffs), to Class Counsel for attorneys' fees and costs, to the Settlement Administrator for any and all settlement administration costs, including CAFA notices, and of all payroll taxes on the employee side.

4.2 The Total Settlement Amount is equal to Four Million Nine Hundred and Fifty Thousand U.S. Dollars and Zero Cents (\$4,950,000.00). In no event shall MasterCorp be liable for more than the Total Settlement Amount pursuant to this settlement, except for the employer's share of payroll taxes on the Wages portion of the settlement as set forth in section 4.6(c), which MasterCorp shall be obligated to pay separate and apart from the Total Settlement Amount. The Total Settlement Amount shall be allocated as described in Section 4.

4.3 **Attorneys' Fees And Litigation Costs.**

- a. Class Counsel will seek court approval of Class Counsel's request for attorneys' fees incurred by Class Counsel in litigation and settlement of the Action in an amount not to exceed one third of the Settlement Amount plus their reasonable costs. MasterCorp retains the right to oppose any request for attorneys' fees in excess of that amount. Class Counsel will file their motion for attorneys' fees and costs, and for service awards, prior to the close of the notice period so that class and collective members who wish to review the request may do so.
- b. Any Attorneys' Fees and Litigation Costs approved and paid as part of this settlement shall be paid from the Total Settlement Amount.
- c. The Parties and Class Counsel understand and agree that the terms and enforceability of this settlement and Agreement shall not be affected, prevented, or limited should a court, in its discretion, award class counsel fewer fees than requested.
- d. The Settlement Administrator shall issue Class Counsel an IRS Form 1099 for the payment of Attorneys' Fees and Litigation Costs, as required by law.

- e. Attorneys' Fees and Litigation Costs shall be paid directly to Class Counsel, by wire transfer from the QSF, within seven (7) calendar days after the Settlement Effective Date.

4.4 **Service Payments.**

- a. Class Counsel will petition for an award of service payments to the Class Representative Plaintiffs, in the maximum amount of \$7,500 each.
- b. Any service payments awarded to the Class Representative Plaintiffs shall be paid from the Total Settlement Amount.
- c. Any service payments awarded to the Class Representative Plaintiffs shall be in addition to any payments they are entitled to receive as Settlement Class and Collective Members under Section 4.7.
- d. Any service payments awarded by the Court shall be distributed by the Settlement Administrator via separate payments (whether checks or payments apps, at the Plaintiff's election) contemporaneously with the issuing of payments pursuant to Section 11. Such service payment checks shall be allocated 100% as non-wage income, for which a Form 1099 shall issue to the Class Representative Plaintiffs and shall be reported to state and federal taxing authorities as such. If there are checks, the checks will expire ninety (90) calendar days after the date of issuance, but a failure to deposit or cash a check within this time shall have no effect on the Class Representative Plaintiffs' release of Released Claims pursuant to Section 5. Such amounts will revert to the cy pres recipient, St. Jude.
- e. MasterCorp's agreement to the request by Class Counsel for service payments to the Class Representative Plaintiffs up to the amount in section 4.2.4(a) above is in exchange for Class Representative Plaintiffs agreeing to a general release of all claims arising out of their employment by Perennial Pete's, any of its affiliates or companies, or MasterCorp to provide housekeeping services at resorts where MasterCorp was responsible for housekeeping, that was or could have been asserted.
- f. If the Court does not approve the entire amount of service payments requested by Class Counsel, the outstanding and unapproved portion of the total requested amount shall be included in the Net Settlement Amount for distribution to participating Class Members.

- 4.5 **Settlement Administration Costs** As agreed to by the Parties, settlement administration costs, including but not limited to the costs of printing, distributing, and tracking documents for this settlement; distributing notices and settlement payments to Participating Settlement Class and Collective Members; providing necessary reports and declarations; and other duties and responsibilities necessary to administer this settlement, shall be paid out of the Total Settlement Amount. Such Settlement Administration Costs shall be paid by wire transfer from the QSF.

Settlement Administration Costs do not include time expended by or costs incurred by MasterCorp or its counsel.

4.6 **Net Settlement Amount.**

- a. The Net Settlement Amount is equal to the Total Settlement Amount (Four Million Nine Hundred and Fifty Thousand U.S. Dollars and Zero Cents (\$4,950,000.00) less Attorneys' Fees and Litigation Costs, Service Awards, and Settlement Administration Costs.
- b. In no event shall MasterCorp be liable to the Settlement Class and Collective Members collectively for more than the Net Settlement Amount, except for MasterCorp's share of employer taxes or contributions (i.e., FICA, FUTA, SUTA and Medicare) on the Wages portion of the settlement, which will be paid separately by MasterCorp to the Claims Administrator. Any portion of the Net Settlement Amount that is not actually paid to Settlement Class and Collective Members shall be paid to the *cy pres* recipient, St. Jude, to be earmarked for undocumented-immigrant-related services.

4.7 **Plan of Allocation**

- a. The Net Settlement Amount shall be allocated equally between and among the Settlement Class and Collective Members who submit valid and timely claims, but with a cap of five times the amount of 1/205<sup>th</sup> of the Net Settlement per claimant.
- b. The basic settlement share is 1/205 of the Net Settlement Amount. Depending on the number of claimants, and assuming that it may or will be less than the entire Class, those who claim will share pro rata increases equally. . But, there is a cap such that no one can get more than 5/205 of the Net Settlement Fund. In the event the cap is triggered, and there is thus a portion of the Net Settlement Fund above the cap, that amount will go to *cy pres*.

4.8 **Tax Reporting and Obligations**

- a. With respect to any payments of the Net Settlement Amount to Participating Settlement Class and Collective Members, (a) ten percent (10%) shall be deemed to relate to unpaid wages, of which 50% shall be deemed wages subject to Form W-2 reporting ("Wages") and 50% shall be deemed liquidated damages subject to Form 1099 reporting ("Liquidated Damages"), and (b) ninety percent (90%) shall be deemed compensatory damages ("Compensatory Damages") subject to Form 1099 reporting. The Settlement Administrator shall be responsible for issuing to Participating Settlement Class and Collective Members a form W-2 for the amounts deemed Wages, and an IRS Form 1099 for amounts allocated as Liquidated Damages and Compensatory Damages.



- b. Payments from the Net Settlement Amount to Participating Settlement Class and Collective Members shall be reduced as necessary to account for mandatory payroll withholdings. Recipients of payments pursuant to this Agreement are exclusively responsible for all other tax obligations, except the employer's share of payroll taxes on the Wages portion of the settlement (i.e., the amount subject to Form W-2 reporting as set forth in section 4.8(a), which shall be paid by MasterCorp separate and apart from the Total Settlement Amount. The settlement Administrator shall withhold and separately pay to the relevant government entities all applicable employee-side payroll tax withholdings from the individual settlement shares of the Participating Settlement Class and Collective Members.
- c. The Settlement Administrator shall determine MasterCorp's share of taxes owed on the Wages portion of the settlement as set forth in section 4.8(a) and remit them to the taxing authorities. The Settlement Administrator shall inform MasterCorp in writing of its employer share owed on the Wages portion of the settlement, and MasterCorp shall, within twenty (20) business days of such notice, remit all such monies to the Settlement Administrator.

5. **RELEASES/BAR OF CLAIMS.**

- 5.1 **General Release By Class Representative Plaintiffs.** As of the Settlement Effective Date, in consideration for the promises set forth in this Agreement, including the service payments, each Plaintiff, individually and on behalf of his/her successors, assigns, agents, executors, heirs, and personal representatives, voluntarily waives and releases any and all claims, obligations, demands, actions, rights, causes of action and liabilities against the Released Parties of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, state, federal and/or local law, statute, ordinance, regulation, constitution, common law, or other source of law or contract, whether known or unknown and whether anticipated or unanticipated, including all claims arising from or relating to any and all acts, events and omissions occurring before the date of the signing of this Agreement, including but not limited to, all claims which relate in any way to Plaintiffs' recruitment, immigration into the United States and immigration status, housing and employment by any entity or entities in connection with providing housekeeping services at resorts where Mastercorp was responsible for housekeeping.
- 5.2 **Release by Settlement Class and Collective Members.** As of the Settlement Effective Date, and in exchange for the opportunity to participate in this settlement and regardless of whether they in fact participate, all Settlement Class and Collective Members (including Plaintiffs) forever, fully, irrevocably and unconditionally release and discharge the Released Parties from all claims, causes of action, and legal theories of relief that were alleged, or could have been alleged, or otherwise raised in the Action, from March 15, 2020 until the date of the Final Approval Order (the "**Released Claims**"). The Released Claims include, but are not limited to: claims for violation of: (a) **TVPPRA**, 18 U.S.C. §§ 1581 *et seq.*, for

forced labor, immigration-related wrongful conduct, and any other conduct that would constitute a TVPRA violation; (b) claims for violation of the **FLSA**, 29 U.S.C. §§ 201 *et seq.*, for claims including unpaid minimum wage and overtime compensation, misclassification, and unlawful deductions of their earned wages without written authorization; (c) claims under the wage laws of the ten states in which Plaintiffs and the class of Colombian nationals worked at resorts where MasterCorp was responsible for housekeeping, for unpaid straight-time and overtime compensation, state minimum wage violations, misclassification, unlawful deductions, and payroll violations, specifically: Ariz. Rev. Stat. §§ 23-351 *et seq.* (“**Arizona Wage Laws**”); Cal. Lab. Code §§ 201 *et seq.*, 226, 510 *et seq.*, 1171 *et seq.* (“**California Wage Laws**”); Colo. Rev. Stat. §§ 8-6-101 *et seq.* (“**Colorado Wage Laws**”); Fla. Stat. Ann. ch. 448 *et seq.* (“**Florida Wage Laws**”); Mich. Comp. Laws §§ 408.411 *et seq.* (“**Michigan Wage Laws**”); Mo. Rev. Stat. §§ 290.500 *et seq.* (“**Missouri Wage Laws**”); Nev. Rev. Stat. §§ 608.016 *et seq.* (“**Nevada Wage Laws**”); S.C. Code Ann. §§ 41-10-10 *et seq.* (“**South Carolina Wage Laws**”); Va. Code Ann. §§ 40.1-28.7.7, 40.1-29 *et seq.* (“**Virginia Wage Laws**”); and Wis. Stat. chs. 103 and §§ 109.01-109.11 (“**Wisconsin Wage Laws**”) (collectively, the “**State Wage Laws**”); (d) claims under 42 U.S.C. § 1981, for national origin discrimination; and (e) claims under the anti-discrimination laws of the ten states in which Plaintiffs and the class of Colombian nationals worked for Perennial Pete’s or its affiliates and companies, providing housekeeping services at resorts where MasterCorp was responsible for housekeeping, for national origin discrimination, specifically: Ariz. Rev. Stat. §§ 41-1461 *et seq.* (“**Arizona Anti-Discrimination Laws**”); Cal. Gov’t Code §§ 12900 *et seq.* (“**California Anti-Discrimination Laws**”); Colo. Rev. Stat. §§ 24-34-400.2 *et seq.* (“**Colorado Anti-Discrimination Laws**”); Fla. Stat. Ann. §§ 760.01 *et seq.* (“**Florida Anti-Discrimination Laws**”); Mich. Comp. Laws §§ 37.2101 *et seq.* (“**Michigan Anti-Discrimination Laws**”); Mo. Ann. Stat. §§ 213.010 *et seq.* (“**Missouri Anti-Discrimination Laws**”); Nev. Rev. Stat. §§ 613.310 *et seq.* (“**Nevada Anti-Discrimination Laws**”); S.C. Code Ann. §§ 1-13-10 *et seq.* (“**South Carolina Anti-Discrimination Laws**”); Va. Code Ann. §§ 2.2-3900 *et seq.* (“**Virginia Anti-Discrimination Laws**”); and Wis. Stat. Ann. §§ 111.31 *et seq.* (“**Wisconsin Anti-Discrimination Laws**”) (collectively, the “**State Anti-Discrimination Laws**”); (f) common-law claims of fraud, fraudulent nondisclosure, and negligence; (g) claims for breach of contract and unjust enrichment; and (h) any and all other damages, penalties, including interest, costs (including attorney’s fees), and other amounts recoverable under said statutes, wage and hour claims or causes of action as to the facts and/or legal theories alleged or which could have been alleged in the Complaint. The period of the Released Claims extends to the date of the Final Approval Order.

- 5.3 With respect to any and all Released Claims, the Parties agree that by operation of the Judgment, upon the Effective Date, Settlement Class Representatives shall have expressly waived, and Settlement Class Representatives and each other Participating Settlement Class and Collective Member shall be deemed to have waived, and, by operation of the Judgment, shall have expressly waived, the provisions, rights and benefits of Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

and any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542. Settlement Class Representatives or Participating Settlement Class and Collective Members may hereafter discover facts in addition to or different from those which he, she or they now knows or believes to be true with respect to the subject matter of the Released Claims, but Settlement Class Representatives expressly, fully, finally, and forever settle and release, and each other Participating Settlement Class and Collective Member, upon the Effective Date, shall be deemed to have, and, by operation of the Judgment, shall have, fully, finally, and forever settled and released, any and all Released Claims, including known claims and unknown Released Claims, without regard to any subsequent discovery or existence of such different or additional facts. Settlement Class Representatives and Defendants acknowledge, and all other Participating Settlement Class and Collective Members shall be deemed to have acknowledged as of the Effective Date, that the inclusion of “unknown claims” in the definition of Released Claims was separately bargained for and was an essential element of this Settlement.

- 5.4 To release claims under the Fair Labor Standards Act (“FLSA”) that were or could have been asserted in the Action based on the facts, claims, causes of action or legal theories described above or as pleaded in the Action, each settlement check shall be affixed with the following language on the back: “I have received and read the Class Notice in [*Doe et al. v. MasterCorp*, civil action no. \_\_\_\_]. By negotiating this check and accepting payment, I: (i) consent to join this lawsuit; (ii) elect to participate in the Settlement; and (iii) agree I have waived and released the Released Parties from all Released Claims as defined in the Settlement Agreement and Notice. This Release shall become effective on the date I sign this settlement check.” If the Class Member has elected to receive payments via a direct payment system, then the analogous message shall appear along with the payment.
- 5.5 As of the Effective Date, pursuant to the Judgment, and without further action by anyone, the Settlement Class and Collective Representatives and all Participating Settlement Class and Collective Members shall forever be barred and enjoined from commencing, instituting, or prosecuting any action or proceeding in any court, tribunal or forum asserting any of the Released Claims against any of the Released Parties. This Release shall have res judicata, collateral estoppel, and all other preclusive effects in all pending and future lawsuits, arbitrations, or other suits, actions or proceedings involving any of the Released Parties.

5.6 Upon the Effective Date, all class and collective claims, including the class and collective claims of the Settlement Class Representatives, will be deemed voluntarily dismissed with prejudice.

5.7 **No Bar on Claims by MasterCorp Against Perennial Pete's.** For the avoidance of doubt, nothing in this Agreement, including the Releases by the Plaintiffs and Participating Settlement Class and Collective Members, is intended to or shall bar or limit MasterCorp from pursuing any and all claims, including claims of contribution, relating to the subject matter of the Complaint, against any companies, entities, persons, confederates, conspirators, who acted with or through MasterCorp concerning the subject matter of the Complaint, including but not limited to Perennial Pete's.

6. **PRELIMINARY APPROVAL OF SETTLEMENT.**

All terms of this Agreement are contingent upon final approval of the Parties' settlement and Rule 23(e) certification by the Court of the proposed Settlement Class for settlement purposes only. The Parties agree to cooperate and take all steps necessary and appropriate to obtain a Preliminary Approval Order and a Final Approval Order and to otherwise effectuate all aspects of this Agreement.

6.1 **Class Certification For Settlement Purposes Only.**

MasterCorp stipulates to Rule 23 and final FLSA certification of the Settlement Class and Collective pursuant to Rule 23 of the Federal Rules of Civil Procedure and 29 U.S.C. § 216(b), respectively, for settlement purposes only. If the Court does not grant either preliminary or final approval of this settlement pursuant to the terms of this Agreement, the Parties stipulate that class certification will be revoked without prejudice to any Party.

A. If the Court does not enter a Final Approval Order or the settlement does not occur, MasterCorp expressly reserves its right to challenge the propriety of class certification for any purpose as if the Parties had never entered into this Agreement.

B. The proposed form of the order that includes language certifying a settlement class shall expressly state the Parties and Class Counsel agree that certification of the Rule 23 Settlement Class is a certification for settlement purposes only, and that MasterCorp retains its right to object to class certification in the Action or in any other putative class or representative action.

7. **MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT.**

a. Plaintiffs will file their Unopposed Motion for Preliminary Approval ("Motion for Preliminary Approval") on the same date that they file their

Complaint in the Eastern District of Virginia, unless another date is agreed to in writing by the Parties.

- b. The Parties agree that if the Court does not approve any material term in the Motion for Preliminary Approval or requires as a condition to granting the Motion any term that effects a material change in this Agreement, then this Agreement may be voided at either Party's option. The Parties further agree that requiring MasterCorp to pay any amount greater than the amount specified in Section 4 shall be deemed a material change that will allow MasterCorp (at its option) to void the settlement and this Agreement.

8. **NOTICES MANDATED BY STATUTE.**

- 8.1 No later than ten (10) calendar days after the filing with the Court of the Motion for Preliminary Settlement Approval, the Settlement Administrator shall mail notices of the Parties' proposed settlement to all "appropriate federal officials" and "appropriate state officials" (collectively, "Government Officials"), as required by 28 U.S.C. § 1715.
- 8.2 The Settlement Administrator, with MasterCorp's assistance, shall prepare the notices referenced in the preceding Section, which shall include the information required by 28 U.S.C. § 1715.

9. **NOTICE TO SETTLEMENT CLASS AND COLLECTIVE MEMBERS.**

- 9.1 **Class Member Data.** Within seven (7) calendar days after the Court grants Preliminary Approval of the Parties' proposed settlement, MasterCorp will provide the Settlement Administrator with a list, in electronic form, of the names, known contact information (if any), and dates of employment, of all Settlement Class and Collective Members, to the extent that MasterCorp has that information.
- 9.2 **Notice.**
  - a. Commencement of Notice. The parties will agree, after consultation with the Settlement Administrator, on the content and method of proposed notice to the Settlement Class and Collective Members, which will be sufficient to satisfy the requirements of due process and Rule 23.
  - c. Within 21 calendar days of the Court granting Preliminary Approval of the Parties' proposed settlement, the Settlement Administrator will commence notice. The deadline for opt-outs, objections, and claims will be 75 days after the commencement of notice.
  - d. The Settlement Administrator shall on a weekly basis notify Class Counsel and MasterCorp's Counsel of claims received, as well as other pertinent data.



- 9.3 **Claim Forms Settlement.** Class Members must submit a valid and timely Claim Form to the Settlement Administrator in order to be paid under the Settlement. The parties will agree, after consultation with the Settlement Administrator, on the content and form of the Claim Form, that shall comport with best practice to assure conformity with due process and Rule 23 requirements. This Claim Form, which will be included with the Class Notice, must include the individual's name, address, telephone number, signature, and such information as the Settlement Administrator deems necessary to establish that the individual is a Class Member. The Settlement Administrator shall have broad discretion in determining the information (if any) that must be submitted by the individual, to establish that the individual is a member of the Settlement Class. The Settlement Administrator's determination shall be binding upon the Settlement Class and Collective Member and the Parties. To be effective, a Claim Form must be received by the Settlement Administrator by U.S. Mail or by electronic submission via the settlement website no later than the Claim Deadline. The Settlement Administrator will inform both Class Counsel and MasterCorp's Counsel of Claim Forms received on a weekly basis.
- 9.4 **Opting-Out of the Settlement.** Individuals in the Settlement Class may request to be excluded from the Settlement Class by sending a written letter to the Settlement Administrator stating they want to opt-out of, or be excluded from, the Settlement Class. This letter must include the individual's name, address, telephone number, signature and such information as the Settlement Administrator deems necessary to establish that the individual is a member of the Settlement Class. ("**Opt-Out Letter**"). The Settlement Administrator will inform both Class Counsel and MasterCorp's Counsel of any Opt-Out Letters received on a weekly basis.
- 9.5 **Objecting to the Settlement.** Individuals (other than those who have opted out pursuant to Section 9.4) may present objections to the proposed settlement, in whole or in part, at the Final Approval Hearing if they choose, but are not required to attend the hearing in order to object. To do so, an objector must first present his or her objections to the Settlement Administrator in writing. Objections must be postmarked by the objection deadline. An objector has the right to appear at the Final Approval Hearing either in person or through counsel hired by the objector. An objector who wishes to appear at the Final Approval Hearing must state his or her intention to do so at the time he/she submits his/her written objections to the Settlement Administrator. Any objector may withdraw his/her objections at any time. No Settlement Class and Collective Member may appear at the Final Approval Hearing to object to the settlement, whether in whole or in part, unless he/she has filed a timely objection that complies with Section 9.5.

10. **FINAL APPROVAL OF SETTLEMENT.**

The Parties agree that if the settlement does not become final for any reason, the Parties will cooperate to place themselves in the exact position as if no settlement had been agreed.

## 11. FUNDING OF SETTLEMENT ACCOUNT.

- 11.1 Within five (5) calendar days of the Settlement Effective Date, MasterCorp, as transferor, will transfer into the QSF any amounts payable from the QSF pursuant to this Agreement, which includes: (i) Class Counsel's attorneys' fees and costs; (ii) Settlement Administration Costs; (iii) employee-side payroll taxes; (iv) any amounts awarded to Plaintiffs as Service Payments; and (v) the Net Settlement Amount. The Settlement Administrator will administer any funds transferred into the QSF. The Settlement Administrator shall pay Participating Settlement Class and Collective Member his or her Settlement Payment(s) within thirty (30) business days of the Settlement Effective Date.
- 11.2 Checks issued pursuant to this Agreement shall expire 90 calendar days after they are issued, but a failure by any Participating Settlement Class and Collective Member to deposit or cash a check within the period allotted shall have no effect on that individual's release pursuant to Section 5. Subject to good cause shown by the Participating Settlement Class and Collective Member (to be agreed upon by the Parties and, in the event of a dispute, to be conclusively determined by the Settlement Administrator), the Settlement Administrator may reissue a check at any time up to an additional fifteen (15) calendar days following the original 90-day period.
- 11.3 If any issued settlement checks are not cashed or deposited after 60 calendar days from issuance, the Settlement Administrator will send a written (including email or text) reminder to each Participating Settlement Class and Collective Member reminding him/her that if s/he fails to cash a settlement check by the 90-day deadline, the check will expire and become non-negotiable.
- 11.4 If, after all such efforts have been exhausted, there is a remaining balance of funds in the Net Settlement Amount ("**Remainder**"), the balance will be sent to the *cy pres* recipient, St. Jude and earmarked for undocumented immigrants.
- 11.5 All payments to Participating Settlement Class and Collective Members are fully dependent and conditioned upon a full and complete release of all Released Claims in accordance with the terms of this Agreement.

## 12. COMMUNICATIONS.

- 12.1 The Parties will keep the terms of this Agreement confidential until Plaintiffs file their motion for preliminary approval of the settlement.
- 12.2 To the extent counsel for either party are approached by the press, they will state only words to the effect that the matter has been resolved amicably. Nothing in this paragraph is intended or, or can, put limits on access to public information or limit proper notice.

13. **SETTLEMENT CLASS AND COLLECTIVE MEMBER DOCUMENTS AND DISCOVERY**

Within sixty-three (63) days after the Settlement Effective Date, Class Counsel shall make reasonable efforts to destroy or erase all documents and data MasterCorp produced under a confidentiality agreement or may hereafter produce under a protective order to Class Counsel in connection with the Action that are currently in Class Counsel's possession, custody, or control. Upon request, Class Counsel shall certify to MasterCorp in writing they have made good faith efforts to comply with their obligations under this provision. In accordance with the professional rules and law, Class Counsel may retain all papers and property to which the client is entitled and may keep their own work product, mediation materials, and filed briefs and pleadings that refer to, quote, or incorporate MasterCorp's documents or data.

14. **TERMINATION OF SETTLEMENT AGREEMENT**

- A. If six (6) or more Settlement Class and Collective Members seek to opt-out from the Parties' settlement, this Agreement shall be voidable at MasterCorp's option, provided MasterCorp exercises this option, no later than ten (10) business days after the deadline for opt outs. If MasterCorp exercises its option to void the Agreement pursuant to this Section, MasterCorp shall be responsible for any costs incurred to date relating to administration of the settlement and for the costs of renoticing the class that the settlement has been voided. In addition, the Agreement shall be null and void and of no effect whatsoever.
- B. In addition to MasterCorp's right under section 14(A) above, the Settlement Class Representatives and MasterCorp, through their respective counsel, shall each have the right to terminate this Settlement, as to themselves, by providing written notice of their election to do so ("Termination Notice") to all other Parties hereto within thirty (30) calendar days of: (a) the Court's Final order refusing to enter the Preliminary Approval Order in any material respect; (b) the Court's Final order refusing to approve this Settlement or any material part of it; (c) the Court's Final order refusing to enter a final Judgment pursuant to this Settlement in any material respect; or (d) the date on which any such Judgment is, by Final order, modified or reversed by a court of appeal or any higher court in any material respect.
- C. If Defendants exercise their option to terminate the Settlement pursuant to Section 14(A), if the Effective Date does not occur, or if this Agreement is not approved by the Court, is terminated or fails to become effective in accordance with its material terms (or, if following approval or Judgment by this Court, such approval or Judgment is reversed or materially modified), the Parties shall be restored to their respective positions that existed in this Action prior to entering into this Agreement; the terms and provisions of this Agreement (including all Exhibits) shall have no force or effect and are rendered nullities. Statements, discussions, or materials prepared, exchanged, issued, or used during the negotiation of this Settlement shall not be used in this Action or in

any proceeding for any purpose; any Judgment entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*; and the litigation will resume as if there had been no settlement agreement. In this event, the Parties will retain all rights, claims, objections, affirmative defenses, and defenses as to class certification and otherwise as to any of the allegations and claims asserted in and defenses to this Action. This Agreement will not be considered an admission of liability by Defendants nor, in the event it is not finally approved, represent a cap on damages available to the Settlement Class Representatives or any Settlement Class and Collective Member, and the Parties agree not to take a position to the contrary in the Litigation.

**15. DISPUTES REGARDING ADMINISTRATION OF SETTLEMENT.**

In the event of any dispute or disagreement concerning the administration of this settlement, the parties will first attempt to resolve such dispute or disagreement through a good faith effort to meet and confer and, if that is unsuccessful, through mediation before the Honorable Gerald Bruce Lee (Ret.). Any disputes not resolved by the Parties, following such good faith effort to meet and confer and mediation, concerning administration of the settlement will be resolved by the Eastern District of Virginia under the laws of the Commonwealth of Virginia.

**16. COMPLETE AGREEMENT.**

Other than as stated herein, the Parties warrant that no representation, promise, or inducement has been offered or made to induce any Party to enter into this Agreement and that they are competent to execute this Agreement and accept full responsibility. This Agreement contains and constitutes the entire understanding and agreement between the Parties and supersedes all previous oral and written negotiations, agreements, commitments, and writings in connection therewith. This Agreement may not be amended or modified except by a writing signed by authorized representatives of all Parties.

**17. MODIFICATION OF AGREEMENT.**

This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their counsel of record.

**18. KNOWING AND VOLUNTARY AGREEMENT.**

Plaintiffs each agree they are entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance. Each further affirms that s/he has not been coerced, threatened, or intimidated into signing this Agreement and that s/he has been advised to and has in fact consulted with an attorney before signing this Agreement. Class Counsel represent that they have conducted a thorough investigation into the facts of the Action and have diligently pursued an investigation of the claims asserted on behalf of the Settlement Class and Collective Members against MasterCorp. Based on their own independent investigation and analysis of information provided by MasterCorp, Class Counsel is of the

opinion that the settlement with MasterCorp, is fair, reasonable, and adequate, and in the best interest of the Settlement Class and Collective Members, in light of all known facts and circumstances, including the risks of significant delay and defenses asserted by MasterCorp.

**19. GOVERNING LAW.**

This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to that state's choice of law provisions or any other jurisdiction, and, when applicable, the laws of the United States.

**20. EXCLUSIVE AND CONTINUING JURISDICTION.**

The Parties agree to submit to the exclusive and continuing jurisdiction of the United States District Court for the Eastern District of Virginia for all purposes relating to the review, approval, and enforcement of the terms of this Agreement, including any post-judgment matters as may be appropriate.

**21. BINDING ON SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, issue, next-of-kin, executors, administrators, successors, and assigns.

**22. COUNTERPARTS AND SIGNATURES.**

This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to the Parties. Facsimile or electronic signatures will be accepted and shall be binding on the Parties.

**23. HEADINGS.**

The headings used in this Agreement are for convenient reference only, and do not alter or limit the terms of each Section.

**IN WITNESS WHEREOF**, the Parties, Class Counsel and MasterCorp's counsel each voluntarily and without coercion cause this Agreement to be signed and entered as of the respective dates written below.

CLASS COUNSEL:

MASTERCORP, INC.:

/s/ Rachel Geman

RACHEL GEMAN

Lieff Cabraser Heimann & Bernstein, LLC



Title: Associate General Counsel / Corporate Secretary




Date: April 10, 2024

Date: April 10, 2024

COUNSEL FOR MASTERCORP, INC.

/s/ Mark Hanna  
Mark Hanna  
Murphy Anderson, PLLC

  
David Barger  
Greenberg Traurig, LLP

Date: April 10, 2024

Date: April 10, 2024

Johnine Barnes by David Barger with permission

Johnine Barnes  
Greenberg Traurig, LLP

Date: 4/25/2024

# Exhibit 5

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION**

JANE DOE, *et al.*,

Plaintiffs,

v.

MASTERCORP., INC,

Defendant.

**DECLARATION OF GINA INTREPIDO-BOWDEN  
RE; SETTLEMENT NOTICE PROGRAM**

I, GINA INTREPIDO-BOWDEN, declare and state as follows:

1. I am a Vice President at JND Legal Administration LLC (“JND”). I am a nationally recognized legal notice expert with more than 20 years of experience designing and implementing class action legal notice programs. I have been involved in many of the largest and most complex class action notice programs, including all aspects of notice dissemination. A comprehensive description of my experience is attached as **Exhibit A**.

2. This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees and the Parties, and, if called upon to do so, I could and would testify competently thereto.

3. I submit this Declaration at the request of the Parties in the above-referenced action to describe the proposed program for providing notice to the Settlement Class and Collective 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.

4. JND is a leading legal administration services provider with offices throughout the United States and its headquarters in Seattle, Washington. 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; (2) website design and deployment, including online 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.

5. JND is an approved vendor for the United States Securities and Exchange Commission, the Federal Trade Commission, and the Consumer Financial Protection Bureau. In addition, we have worked with a number of other government agencies including: the U.S. Equal Employment Opportunity Commission, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Federal Communications Commission, the Department of Justice, and the Department of Labor. We also have Master Services Agreements with various corporations and banks, which were only awarded after JND underwent rigorous reviews of our systems, privacy policies, and procedures. JND has been certified as SOC 2 Type 2 compliant by noted accounting firm Moss Adams.<sup>1</sup>

6. 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. JND was named the #1 Class Action Claims Administrator in the U.S. by the

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

national legal community for multiple consecutive years, and was inducted into the *National Law Journal* Hall of Fame for the third year in a row for having held this title. JND was also recognized last year as the Most Trusted Class Action Administration Specialists in the Americas by *New World Report* (formerly *U.S. Business News*) in the publication's 2022 Legal Elite Awards program.

7. The principals of JND collectively have over 80 years of experience in class action legal and administrative fields. JND has overseen claims processes for some of the largest legal claims administration matters in the country's history, and regularly prepare and implement court approved notice and administration campaigns throughout the United States.

8. JND was appointed the notice and claims administrator in the landmark \$2.67 billion Blue Cross Blue Shield antitrust settlement, in which we mailed over 100 million postcard notices; sent hundreds of millions of email notices and reminders; placed notice via print, television, radio, internet and more; received and processed more than eight million claims; and staffed the call center with more than 250 agents during the peak notice program. JND was also appointed the settlement administrator in the \$1.3 billion Equifax Data Breach Settlement where we received more than 18 million claims. Email notice was sent twice to over 140 million class members, the interactive website received more than 130 million hits, and a call center was staffed with approximately 500 agents at the peak of call volume.

9. Other large JND matters include a voluntary remediation program in Canada on behalf of over 30 million people; the \$1.5 billion Mercedes-Benz Emissions Settlements; the \$120 million GM Ignition Switch Settlement, where we sent notice to nearly 30 million class members and processed over 1.5 million claims; 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.

10. As a member of JND's Legal Notice Team, I research, design, develop, and implement a wide array of legal notice programs to meet the requirements of Rule 23 and relevant state court rules. In addition to providing notice directly to potential class members through direct



mail and email, our media campaigns, which are regularly approved by courts throughout the United States, have used a variety of media including newspapers, press releases, magazines, trade journals, radio, television, social media, and the internet depending on the circumstances and allegations of the case, the demographics of the class, and the habits of its members, as reported by various research and analytics tools. During my career, I have submitted declarations to courts throughout the country attesting to the creation and launch of various notice programs.

### **CASE BACKGROUND**

11. The objective of the proposed Notice Program is to provide the best notice practicable, consistent with the methods and tools employed in other court-approved notice programs and to allow the Settlement Class and Collective Members the opportunity to review a plain language notice with the ability to easily take the next step and learn more about the Settlement.

12. The Settlement Class and Collective Members include all workers who are Colombian Nationals or of Colombian origin who were paid by Perennial Pete, LLC or one of its affiliated entities or companies,<sup>2</sup> and who provided housekeeping services at resorts in the United States where MasterCorp was responsible for housekeeping services between March 19, 2021 and the date of preliminary approval of the Settlement.

13. The Settlement Class is estimated to consist of approximately 205 Settlement Class and Collective Members.

### **NOTICE PROGRAM OVERVIEW**

14. The proposed Notice Program includes the following components, as further described in the sections below:

- a. CAFA Notice to appropriate state and federal officials;

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<sup>2</sup> Affiliated entities or companies include SM Cleaning Solutions Inc.; WD Cleaning Solutions Inc.; DM Cleaning Solutions Inc.; JM Cleaning Solutions Inc.; EV Cleaning Solutions Inc.; EM Cleaning Services and Solutions Inc.

- b. Direct notice to all reasonably identifiable Settlement Class and Collective Members;
- c. Targeted digital campaign throughout the U.S. and Colombia;
- d. Press release distributed throughout the U.S. and Colombia;
- e. Settlement Website that will provide detailed information about the Settlement, including a page with answers to frequently asked questions, contact information, key dates, and links to important case documents including the Long Form Notice and the Settlement Agreement, and through which Settlement Class and Collective Members may submit claims electronically; and
- f. Settlement toll-free number, post office box, and email address through which Settlement Class and Collective Members may obtain more information about the Settlement and request that the Long Form Notice and/or Claim Form be sent to them.

15. Based on my experience in developing and implementing class notice programs, I believe the proposed Notice Program will provide the best notice practicable under the circumstances.

16. Each component of the proposed Notice Program is described in more detail in the sections below.

#### **CAFA NOTICE**

17. JND will work with Counsel for Defendant to provide notice of the proposed Settlement under the Class Action Fairness Act (CAFA), 28 U.S.C. §1715(b), no later than 10 days after the proposed Settlement is filed with the Court. CAFA Notice will be mailed to the appropriate state and federal government officials.

#### **DIRECT NOTICE EFFORT**

18. JND will mail and/or email notice to all reasonably identifiable Settlement Class and Collective Members, as provided by Defendant. JND will mail notice to any and all Settlement Class and Collective Members with a valid mailing address and will email notice to any and all Settlement Class and Collective Members with a valid email address.

19. JND will also work with Class Counsel to encourage Class Representatives to spread word-of-mouth about the Settlement among Settlement Class and Collective Members that they have remained in contact.

20. Upon receipt of the Class data, JND will promptly load the information into a secure, case-specific database for this matter. JND employs robust administrative, technical, and physical controls to protect confidential Settlement Class and Collective Member data and safeguard against the risk of loss, misuse, unauthorized access, disclosure, or modification of the data.

21. Once the data is loaded, JND will identify any undeliverable or duplicate records from the data and assign a unique identification number to each Settlement Class and Collective Member to identify them throughout the settlement administration process.

22. Prior to sending the Mailed Notice, attached as **Exhibit B**, JND will translate it to Spanish and perform advanced address research for all known U.S. addresses using the United States Postal Service (“USPS”) National Change of Address (“NCOA”) database to update addresses.<sup>3</sup> JND will track all notices returned undeliverable by the USPS and will promptly re-mail notices that are returned with a forwarding address. In addition, JND will take reasonable efforts to research and determine if it is possible to reach a Settlement Class and Collective Member for whom a notice is returned without a forwarding address by using available skip-tracing tools to identify a new mailing address at which the potential Settlement and Collective Class Member may be reached.

23. Prior to sending the Email Notice, attached as **Exhibit C**, JND will translate it to Spanish and evaluate the email for potential spam language to improve deliverability. This process includes running the email through spam testing software, DKIM for sender identification and

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<sup>3</sup> The NCOA database is the official USPS technology product which makes changes of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream.

authorization, and hostname evaluation.<sup>4</sup> Additionally, we will check the send domain against the 25 most common IPv4 blacklists.<sup>5</sup>

24. JND uses industry-leading email solutions to achieve the most efficient email notification campaigns. Our Data Team is staffed with email experts and software solution teams to conform each notice program to the particulars of the case. JND provides individualized support during the program and manages our sender reputation with the Internet Service Providers (“ISPs”). For each of our programs, we analyze the program’s data and monitor the ongoing effectiveness of the notification campaign, adjusting the campaign as needed. These actions ensure the highest possible deliverability of the email campaign so that more potential Settlement Class and Collective Members receive notice.

25. For each email campaign, including this one, JND will utilize a verification program to eliminate invalid email and spam traps that would otherwise negatively impact deliverability. We will then clean the list of email addresses for formatting and incomplete addresses to further identify all invalid email addresses.

26. To ensure readability of the email, our team will review and format the body content into a structure that is applicable to all email platforms, allowing the email to pass easily to the recipient. Before launching the email campaign, we will send a test email to multiple ISPs and open and test the email on multiple devices (iPhones, Android phones, desktop computers, tablets, etc.) to ensure the email opens as expected.

27. Additionally, JND will include an “unsubscribe” link at the bottom of the email to allow Settlement Class and Collective Members to opt out of any additional email notices

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<sup>4</sup> DomainKeys Identified Mail, or DKIM, is a technical standard that helps protect email senders and recipients from spam, spoofing, and phishing.

<sup>5</sup> IPv4 address blacklisting is a common practice. To ensure that the addresses being used are not blacklisted, a verification is performed against well-known IP blacklist databases. A blacklisted address affects the reputation of a company and could cause an acquired IP addresses to be blocked.

from JND. This step is essential to maintain JND's good reputation among the ISPs and reduce complaints relating to the email campaign.

28. Emails that are returned to JND are generally characterized as either "Hard Bounces" or "Soft Bounces." A Hard Bounce occurs when the ISP rejects the email due to a permanent reason such as the email account is no longer active. A Soft Bounce occurs when the email is rejected for temporary reasons, such as the recipient's email address inbox is full.

29. When an email is returned due to a Soft Bounce, JND attempts to re-send the email notice up to three additional times in an attempt to secure deliverability. If the Soft Bounce email continues to be returned after the third re-send, the email is considered undeliverable. Emails that result in a Hard Bounce are also considered undeliverable.

### **DIGITAL NOTICE**

30. It is our understanding that contact information for most Settlement Class and Collective Members is unknown. As a result, JND proposes notifying potential Settlement Class and Collective Members via a 4-week digital campaign serving targeted impressions throughout the U.S. and Colombia.<sup>6</sup>

31. Approximately **six (6) million impressions will be served throughout the U.S.** through Google Display Network ("GDN"), the leading digital network, and two popular social media platforms (Facebook and Instagram). GDN activity will target Spanish-speaking adults 18 years of age or older ("Adults 18+") with a household income ("HHI") in the lower 50%. Efforts will also be optimized towards women. A portion of the GDN activity will be geographically focused on Arizona, California, Colorado, Florida, Michigan, Missouri, Nevada, South Carolina, Wisconsin, and possibly Virginia ("Key States"). Facebook and Instagram activity will target Spanish-speaking Adults 18+ who are away from their hometown and who work as a housekeeper,

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<sup>6</sup> Impressions or Exposures are the total number of opportunities to be exposed to a media vehicle or combination of media vehicles containing a notice. Impressions are a gross or cumulative number that may include the same person more than once. As a result, impressions can and often do exceed the population size.

maid housekeeper, cleaning maid, and/or have expressed an interest in Colombia. A portion of the Facebook and Instagram activity will be geographically focused on Key States.

32. Approximately **five (5) million impressions will be served throughout Colombia** to reach those Settlement Class and Collective Members who returned home after employment in the U.S. The GDN activity will target Adults 18+ with a HHI in the lower 50%. Efforts will be optimized towards women. A portion of the GDN activity will target those in-market for staffing and recruitment services and/or trips to the U.S. Facebook and Instagram activity will target Adults 18+ who lived in the U.S. and/or expressed their employers or job titles are housekeeper, maid housekeeper, cleaning maid, and/or housekeeper, cleaning, cooking.

33. The digital activity will be served across all devices (desktop, laptop, tablet and mobile), with an emphasis on mobile devices. The digital ads will be in Spanish and will directly link to the Settlement Website, where Settlement Class and Collective Members may access more information about the Settlement, including the Long Form Notice and Claim Form, as well as file a claim electronically.

34. The digital ads are attached as **Exhibit D**.

#### **PRESS RELEASE**

35. To further assist in getting “word of mouth” out about the Settlement, JND proposes the distribution of a press release at the start of the campaign to media outlets (English and Spanish) throughout the U.S. and Colombia.

36. A copy of the press release is attached as **Exhibit E**. The release will also be translated to Spanish for distribution.

#### **SETTLEMENT WEBSITE**

37. JND will establish and maintain the informational case-specific Settlement Website. The Settlement Website will be available in both English and Spanish. It will have an easy-to-navigate design that will be formatted to emphasize important information and deadlines and will provide links to important case documents, including the Long Form Notice and Claim Form, attached as **Exhibits F and G** respectively, as well as information on how potential



Settlement Class and Collective Members can opt out or object to the Settlement, if they choose. The Long Form Notice and Claim Form will be translated to Spanish for posting at the Settlement Website. The Settlement Website will also allow Settlement Class and Collective Members to file a claim electronically.

38. The Settlement Website address will be prominently displayed in all notice documents and will be accessible through the email and digital notices.

39. The Settlement Website will be translated to Spanish. It will be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices. It will be designed to maximize search engine optimization through Google and other search engines.

#### **TOLL-FREE NUMBER, P.O. BOX, AND EMAIL ADDRESS**

40. JND will also establish and maintain two automated toll-free telephone lines, one to receive calls from the U.S. and the other to receive calls from Colombia. The automated script will be available in both English and Spanish. Settlement Class and Collective Members may call to obtain information about the Settlement. An option to speak with an English- or Spanish-speaking live operator will also be provided.

41. JND will establish and maintain a dedicated email address to receive and respond to Settlement Class and Collective Member inquiries and a post office box to receive Settlement Class and Collective Member correspondence, paper Claim Forms, and exclusion requests.

#### **NOTICE DESIGN AND CONTENT**

42. The proposed notice documents are designed to comply with Rule 23's guidelines for class action notices and the FJC's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*. The notices contain easy-to-read summaries of the instructions on how to obtain more information about the case, and direct potential Settlement Class and Collective Members to the Settlement Website, where the Long Form Notice and other case documents will be posted, and the ability to file a claim electronically will be provided. All notice documents will be available in English and Spanish. Courts routinely approve notices that have been written and designed in a similar manner.

**CONCLUSION**

43. In my 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 other similar court-approved best notice practicable notice programs. The Notice Program is designed to reach as many Settlement Class and Collective Members as possible and inform them about the Settlement and their rights and options.

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

Executed on April 25, 2024, at Stone Harbor, New Jersey



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GINA INTREPIDO-BOWDEN

**- EXHIBIT A -**

# GINA INTREPIDO-BOWDEN

VICE PRESIDENT



## I.

## INTRODUCTION

Gina Intrepido-Bowden is a Vice President at JND Legal Administration (“JND”). She is a court recognized legal notice expert who has been involved in the design and implementation of hundreds of legal notice programs reaching class members/claimants throughout the U.S., Canada, and the world, with notice in over 35 languages. Some notable cases in which Gina has been involved include:

- *Flaum v Doctor’s Assoc., Inc.*, a \$30 million FACTA settlement
- *FTC v. Reckitt Benckiser Grp. PLC*, the \$50 million Suboxone branded drug antitrust settlement
- *In re Blue Cross Blue Shield Antitrust Litig.*, a \$2.67 billion antitrust settlement
- *In re General Motors LLC Ignition Switch Litig.*, the \$120 million GM Ignition Switch economic settlement
- *In re Home Depot, Inc., Customer Data Sec. Breach Litig.*, a security breach impacting over 40 million consumers who made credit/debit card purchases in a Home Depot store
- *In re Monitronics Int’l, Inc.*, a \$28 million TCPA settlement
- *In re Residential Schools Litig.*, a complex Canadian class action incorporating a groundbreaking notice program to remote aboriginal persons qualified to receive benefits in the multi-billion-dollar settlement

- *In re Royal Ahold Sec. and "ERISA"*, a \$1.1 billion securities settlement involving a comprehensive international notice effort
- *In re Skelaxin (Metaxalone) Antitrust Litig.*, a prescription antitrust involving notice to both third party payor and consumer purchasers
- *In re TJX Cos., Inc. Retail Sec. Breach Litig.*, this \$200 million settlement impacted 45 million credit/debit cards in the U.S. and Canada making it the then-largest theft of consumer data
- *In re Trans Union Corp. Privacy Litig.*, a \$75 million data breach settlement involving persons with a credit history
- *Thompson v Metropolitan Life Ins. Co.*, a large race-based pricing settlement involving 25 million policyholders
- *USC Student Health Ctr. Settlement*, a \$215 million settlement providing compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall
- *Williams v. Weyerhaeuser Co.*, a consumer fraud litigation involving exterior hardboard siding on homes and other structures

With more than 25 years of advertising research, planning and buying experience, Gina began her career working for one of New York's largest advertising agency media departments (BBDO), where she designed multi-million-dollar media campaigns for clients such as Gillette, GE, Dupont, and HBO. Since 2000, she has applied her media skills to the legal notification industry, working for several large legal notification firms. Gina is an accomplished author and speaker on class notice issues including effective reach, notice dissemination as well as noticing trends and innovations. She earned a Bachelor of Arts in Advertising from Penn State University, graduating *summa cum laude*.



# JUDICIAL RECOGNITION

Courts have favorably recognized Ms. Intrepido-Bowden's work as outlined by the sampling of Judicial comments below:

## 1. Judge Stephen V. Wilson

**LSIMC, LLC v. Am. Gen. Life Ins. Co.**, (June 27, 2023)

No. 20-cv-11518 (C.D. Cal.):

*The Court finds that the Settlement Administrator completed the delivery of the Class Notice to Settlement Class Members according to the Agreement terms. The Class Notice complied in all respects with the requirements of Rule 23 and the due process requirements of the United States Constitution and provided due and adequate notice to the Settlement Class.*

## 2. Honorable David O Carter

**Gutierrez, Jr. v. Amplify Energy Corp.**, (April 24, 2023)

No. 21-cv-01628-DOC-JDE (C.D. Cal.):

*The Court finds that the Notice ... (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Classes of the terms of the Settlement Agreement and the Final Approval Hearing; and (c) fully complied with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law, including the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.*

## 3. Honorable Dana M. Sabraw

**In re Packaged Seafood Prods. Antitrust Litig. (EPP Class)**, (July 15, 2022)

No. 15-md-02670 (S.D. Cal.):

*An experienced and well-respected claims administrator, JND Legal Administration LLC ("JND"), administered a comprehensive and robust notice plan to alert Settlement Class Members of the COSI Settlement Agreement...The Notice Plan surpassed the*



85% reach goal...The Court recognizes JND's extensive experience in processing claim especially for millions of claimants...The Court finds due process was satisfied and the Notice Program provided adequate notice to settlement class members in a reasonable manner through all major and common forms of media.

#### 4. Judge Fernando M. Olguin

**Gupta v. Aeries Software, Inc.**, (July 7, 2022)

No. 20-cv-00995 (C.D. Cal.):

Under the circumstances, the court finds that the procedure for providing notice and the content of the class notice constitute the best practicable notice to class members and complies with the requirements of due process...The court appoints JND as settlement administrator.

#### 5. Judge Cormac J. Carney

**Gifford v. Pets Global, Inc.**, (June 24, 2022)

No. 21-cv-02136-CJC-MRW (C.D. Cal.):

The Settlement also proposes that JND Legal Administration act as Settlement Administrator and offers a provisional plan for Class Notice... The proposed notice plan here is designed to reach at least 70% of the class at least two times. The Notices proposed in this matter inform Class Members of the salient terms of the Settlement, the Class to be certified, the final approval hearing and the rights of all parties, including the rights to file objections or to opt-out of the Settlement Class... This proposed notice program provides a fair opportunity for Class Members to obtain full disclosure of the conditions of the Settlement and to make an informed decision regarding the Settlement.

#### 6. Judge David J. Novak

**Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co.**, (June 3, 2022)

No. 20-cv-240-DJN (E.D. Va.):

The Court appoints JND Legal Administration LLC ("JND"), a competent firm, as the Settlement Administrator...The Court approves the Notice Plan, as set forth in...

paragraphs 9-15 and Exhibits B-C of the May 9, 2022 Declaration of Gina Intrepido-Bowden (“Intrepido-Bowden Declaration”).

## 7. Judge Cecilia M. Altonaga

***In re Farm-raised Salmon and Salmon Prod. Antitrust Litig.***, (May 26, 2022)  
No. 19-cv-21551-CMA (S.D. Fla.):

*The Court approves the form and content of: (a) the Long Form Notice, attached as Exhibit B to the Declaration of Gina Intrepido-Bowden of JND Administration; and (b) the Informational Press Release (the “Press Release”), attached as Exhibit C to that Declaration. The Court finds that the mailing of the Notice and the Press Release in the manner set forth herein constitutes the best notice that is practicable under the circumstances, is valid, due, and sufficient notice to all persons entitled thereto and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States.*

## 8. Judge Victoria A. Roberts

***Graham v. Univ. of Michigan***, (March 29, 2022)  
No. 21-cv-11168-VAR-EAS (E.D. Mich.):

*The Court finds that the foregoing program of Class Notice and the manner of its dissemination is sufficient under the circumstances and is reasonably calculated to apprise the Settlement Class of the pendency of this Action and their right to object to the Settlement. The Court further finds that the Class Notice program is reasonable; that it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and that it meets the requirements of due process and Federal Rule of Civil Procedure 23.*

## 9. Honorable P. Kevin Castel

***Hanks v. Lincoln Life & Annuity Co. of New York***, (February 23, 2022)  
No. 16-cv-6399 PKC (S.D.N.Y.):

*The Court appoints JND Legal Administration LLC (“JND”), a competent firm, as the Settlement Administrator...The form and content of the notices, as well as the manner*

of dissemination described below, 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.

## 10. Judge William M. Conley

***Bruzek v. Husky Oil Operations Ltd.***, (January 31, 2022)

No. 18-cv-00697 (W.D. Wis.):

*The claims administrator estimates that at least 70% of the class received notice... the court concludes that the parties' settlement is fair, reasonable and adequate under Rule 23(e).*

## 11. Honorable Dana M. Sabraw

***In re Packaged Seafood Prods. Antitrust Litig. (DPP Class)***, (January 26, 2022)

No. 15-md-02670 (S.D. Cal.):

*The rigorous notice plan proposed by JND satisfies requirements imposed by Rule 23 and the Due Process clause of the United States Constitution. Moreover, the content of the notice satisfactorily informs Settlement Class members of their rights under the Settlement.*

## 12. Honorable Dana M. Sabraw

***In re Packaged Seafood Prods. Antitrust Litig. (EPP Class)***, (January 26, 2022))

No. 15-md-02670 (S.D. Cal.):

*Class Counsel retained JND, an experienced notice and claims administrator, to serve as the notice provider and settlement claims administrator. The Court approves and appoints JND as the Claims Administrator. EPPs and JND have developed an extensive and robust notice program which satisfies prevailing reach standards. JND also developed a distribution plan which includes an efficient and user-friendly claims process with an effective distribution program. The Notice is estimated to reach over 85% of potential class members via notice placements with the leading digital network (Google Display Network), the top social media site (Facebook), and a highly read consumer magazine (People)... The Court approves the notice content and plan for providing notice of the COSI Settlement to members of the Settlement Class.*

### 13. Judge Alvin K. Hellerstein

**Leonard v. John Hancock Life Ins. Co. of NY**, (January 10, 2022)

No. 18-CV-04994 (S.D.N.Y.):

*The Court appoints Gina Intrepido-Bowden of JND Legal Administration LLC, a competent firm, as the Settlement Administrator...the Court directs that notice be provided to class members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the “Intrepido-Bowden Declaration”), and through the notice program described in described in Section 5 of the Agreement and Paragraphs 24-33 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.*

### 14. 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.*

### 15. 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.

## 16. Honorable James V. Selna

**Herrera v. Wells Fargo Bank, N.A.**, (November 16, 2021)

No. 18-cv-00332-JVS-MRW (C.D. Cal.):

On June 8, 2021, the Court appointed JND Legal Administration (“JND”) as the Claims Administrator... JND mailed notice to approximately 2,678,266 potential Non-Statutory Subclass Members and 119,680 Statutory Subclass Members. *Id.* ¶ 5. 90% of mailings to Non-Statutory Subclass Members were deemed delivered, and 81% of mailings to Statutory Subclass Members were deemed delivered. *Id.* ¶ 9. Follow-up email notices were sent to 1,977,514 potential Non-Statutory Subclass Members and 170,333 Statutory Subclass Members, of which 91% and 89% were deemed delivered, respectively. *Id.* ¶ 12. A digital advertising campaign generated an additional 5,195,027 views. *Id.* ¶ 13...Accordingly, the Court finds that the notice to the Settlement Class was fair, adequate, and reasonable.

## 17. 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.

## 18. Honorable Nathanael M. Cousins

**Malone v. Western Digital Corp.**, (July 21, 2021)

No. 20-cv-03584-NC (N.D. Cal.):

*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.*

## 19. 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.*



## 20. Honorable Louis L. Stanton

**Rick Nelson Co. v. Sony Music Ent.**, (May 25, 2021)

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

*Notice of the pendency of this Action as a class action and of the proposed Settlement was given to all Class Members who could be identified with reasonable effort. The form and method of notifying the Class of the pendency of the action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, due process, and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.*

## 21. 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 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.*

## 22. Honorable Virginia A. Phillips

**Sonner v. Schwabe North America, 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.

### 23. 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.*

### 24. Judge Jesse M. Furman

**In re General Motors LLC Ignition Switch Litig., economic settlement**, (December 18, 2020)

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

*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.*

### 25. 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.*

## 26. Judge R. David Proctor

***In re Blue Cross Blue Shield Antitrust Litig.***, (November 30, 2020)

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

*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.*

## 27. 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.*

## 28. 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... the Court approves the Parties selection of JND Legal as the third-party Claims Administrator.*

## 29. 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.*

## 30. Honorable Jesse M. Furman

**In re General Motors LLC Ignition Switch Litig., economic settlement**, (April 27, 2020)

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

*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...*

## 31. Honorable Virginia A. Phillips

**Sonner v. Schwabe North America, Inc.**, (April 7, 2020)

No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

*The Court orders the appointment of JND Legal Administration to implement and administrate the dissemination of class notice and administer opt-out requests pursuant to the proposed notice dissemination plan attached as Exhibit D to the Stipulation.*

### 32. Judge Fernando M. Olguin

**Ahmed v. HSBC Bank USA, NA**, (December 30, 2019)

No. 15-cv-2057-FMO-SPx (N.D. Ill.):

*On June 21, 2019, the court granted preliminary approval of the settlement, appointed JND Legal Administration (“JND”) as settlement administrator... 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...the reaction of the class has been very positive.*

### 33. Honorable Stephen V. Wilson

**USC Student Health Ctr. Settlement**, (June 12, 2019)

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

*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.*

### 34. 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.*

### 35. 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.*

### 36. 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.*

### 37. 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.*



### 38. Honorable Kenneth J. Medel

**Huntzinger v. Suunto Oy**, (August 10, 2018)

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

*The Court finds that the notice to the Class Members regarding settlement of this Action, including the content of the notices and method of dissemination to the Class Members in accordance with the terms of Settlement Agreement, constitute the best notice practicable under the circumstances and constitute valid, due and sufficient notice to all Class Members, complying fully with the requirements of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court Rules 3.766 and 3.769(f), the California and United States Constitutions, and any other applicable law.*

### 39. Honorable Thomas M. Durkin

**In re Broiler Chicken Antitrust Litig.**, (June 22, 2018)

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

*The proposed notice plan set forth in the Motion and the supporting declarations comply with Rule 23(c)(2)(B) and due process as it constitutes the best notice that is practicable under the circumstances, including individual notice via mail and email to all members who can be identified through reasonable effort. The direct mail and email notice will be supported by reasonable publication notice to reach class members who could not be individually identified.*

### 40. Judge John Bailey

**In re Monitronics Int'l, Inc. TCPA Litig.**, (September 28, 2017)

No. 11-cv-00090 (N.D. W.Va.):

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

## 41. Honorable Ann I. Jones

**Eck v. City of Los Angeles**, (September 15, 2017)

No. BC577028 (Cal. Super. Cal.):

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

## 42. Honorable James Ashford

**Nishimura v. Gentry Homes, LTD.**, (September 14, 2017)

No. 11-11-1-1522-07-RAN (Haw. Cir. Ct.):

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

## 43. Judge Cecilia M. Altonaga

**Flaum v. Doctor's Assoc., Inc.**, (March 22, 2017)

No. 16-cv-61198 (S.D. Fla.):

*...the forms, content, and manner of notice proposed by the Parties and approved herein meet the requirements of due process and FED. R. CIV. P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice.*

The Court approves the notice program in all respects (including the proposed forms of notice, Summary Notice, Full Notice for the Settlement Website, Publication Notice, Press Release and Settlement Claim Forms, and orders that notice be given in substantial conformity therewith.

#### 44. Judge Manish S. Shah

**Johnson v. Yahoo! Inc., (December 12, 2016)**

No. 14-cv-02028 (N.D. Ill.):

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

#### 45. Judge Joan A. Leonard

**Barba v. Shire U.S., Inc., (December 2, 2016)**

No. 13-cv-21158 (S.D. Fla.):

The notice of settlement (in the form presented to this Court as Exhibits E, F, and G, attached to the Settlement Agreement [D.E. 423-1] (collectively, "the Notice") directed to the Settlement Class members, constituted the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice was given to potential Settlement Class members who were identified through reasonable efforts, published using several publication dates in *Better Homes and Gardens*, *National Geographic*, and *People* magazines; placed on targeted website and portal banner advertisements on general Run of Network sites; included in e-newsletter placements with *ADDitude*, a magazine dedicated to helping children and adults with attention deficit disorder and learning disabilities lead successful lives, and posted on the Settlement Website which included additional access to Settlement information and a toll-free number. Pursuant to, and in accordance with, Federal Rule of Civil Procedure 23, the Court hereby finds that the Notice provided Settlement Class members with due and adequate notice of the Settlement, the Settlement Agreement, these proceedings, and the rights of Settlement Class members to make a claim, object to the Settlement or exclude themselves from the Settlement.

## 46. Judge Marco A. Hernandez

**Kearney v. Equilon Enter. LLC**, (October 25, 2016)

No. 14-cv-00254 (D. Ore.):

*The papers supporting the Final Approval Motion, including, but not limited to, the Declaration of Robert A. Curtis and the two Declarations filed by Gina Intrepido-Bowden, describe the Parties' provision of Notice of the Settlement. Notice was directed to all members of the Settlement Classes defined in paragraph 2, above. No objections to the method or contents of the Notice have been received. Based on the above-mentioned declarations, inter alia, the Court finds that the Parties have fully and adequately effectuated the Notice Plan, as required by the Preliminary Approval Order, and, in fact, have achieved better results than anticipated or required by the Preliminary Approval Order.*

## 47. Honorable Amy J. St. Eve

**In re Rust-Oleum Restore Mktg, Sales Practices & Prod. Liab. Litig.**, (October 20, 2016)

No. 15-cv-01364 (N.D. Ill.):

*The Notices of Class Action and Proposed Settlement (Exhibits A and B to the Settlement Agreement) and the method of providing such Notices to the proposed Settlement Class...comply with Fed. R. Civ. P. 23(e) and due process, constitute the best notice practicable under the circumstances, and provide due and sufficient notice to all persons entitled to notice of the settlement of this Action.*

## 48. Honorable R. Gary Klausner

**Russell v. Kohl's Dep't Stores, Inc.**, (October 20, 2016)

No. 15-cv-01143 (C.D. Cal.):

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

## 49. Judge Fernando M. Olguin

**Chambers v. Whirlpool Corp.**, (October 11, 2016)

No. 11-cv-01733 (C.D. Cal.):

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

## 50. Honourable Justice Stack

**Anderson v. Canada**, (September 28, 2016)

No. 2007 01T4955CP (NL Sup. Ct.):

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

## 51. Judge Mary M. Rowland

**In re Home Depot, Inc., Customer Data Sec. Breach Litig.**, (August 23, 2016)

No. 14-md-02583 (N.D. Ga.):

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

## 52. Honorable Manish S. Shah

**Campos v. Calumet Transload R.R., LLC**, (August 3, 2016)

No. 13-cv-08376 (N.D. Ill.):

*The form, content, and method of dissemination of the notice given to the Settlement Class were adequate, reasonable, and constitute the best notice practicable under the*

circumstances. The notice, as given, provided valid, due, and sufficient notice of the Settlements, the terms and conditions set forth therein, and these proceedings to all Persons entitled to such notice. The notice satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”) and due process.

### 53. Honorable Lynn Adelman

**Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd., (Indirect Purchaser), (July 7, 2016)**  
No. 09-cv-00852 (E.D. Wis.):

*The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.*

### 54. Judge Marco A. Hernandez

**Kearney v. Equilon Enter. LLC, (June 6, 2016)**  
No. 14-cv-00254 (Ore. Dist. Ct.):

*The Court finds that the Parties’ plan for providing Notice to the Settlement Classes as described in paragraphs 35-42 of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina Intrepido-Bowden: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. The Court further finds that the Parties’ plan for providing Notice to the Settlement Classes, as described in paragraphs 35-42 of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina Intrepido-Bowden, will adequately inform members of the Settlement Classes of their right to exclude themselves from the Settlement Classes so as not to be bound by the Settlement Agreement.*

## 55. Judge Joan A. Leonard

**Barba v. Shire U.S., Inc.**, (April 11, 2016)

No. 13-cv-21158 (S.D. Fla.):

*The Court finds that the proposed methods for giving notice of the Settlement to members of the Settlement Class, as set forth in this Order and in the Settlement Agreement, meet the requirements of Federal Rule of Civil Procedure Rule 23 and requirements of state and federal due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.*

## 56. Honorable Manish S. Shah

**Campos v. Calumet Transload R.R., LLC**, (March 10, 2016 and April 18, 2016)

No. 13-cv-08376 (N.D. Ill.):

*The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Order to all persons entitled thereto, and is in full compliance with the requirements of Fed. R. Civ. P. 23, applicable law, and due process.*

## 57. Judge Thomas W. Thrash Jr.

**In re Home Depot, Inc., Customer Data Sec. Breach Litig.**, (March 8, 2016)

No. 14-md-02583 (N.D. Ga.):

*The Court finds that the form, content and method of giving notice to the Class as described in Paragraph 7 of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled*



to receive notice; and (d) meet all applicable requirements of law, including Fed. R. Civ. P. 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

## 58. Judge Mary M. Rowland

***In re Sears, Roebuck and Co. Front-Loader Washer Prod. Liab. Litig.***, (February 29, 2016)  
No. 06-cv-07023 (N.D. Ill.):

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

## 59. Honorable Lynn Adelman

***Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Ins. Co., (Indirect Purchaser–Tong Yang & Gordon Settlements)***, (January 14, 2016)  
No. 09-CV-00852 (E.D. Wis.):

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

## 60. Judge Curtis L. Collier

***In re Skelaxin (Metaxalone) Antitrust Litig.***, (December 22, 2015)  
No. 12-md-2343 (E.D. Tenn.):

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

## 61. Honorable Mitchell D. Dembin

**Lerma v. Schiff Nutrition Int'l, Inc.**, (November 3, 2015)

No. 11-CV-01056 (S.D. Cal.):

*According to Ms. Intrepido-Bowden, between June 29, 2015, and August 2, 2015, consumer publications are estimated to have reached 53.9% of likely Class Members and internet publications are estimated to have reached 58.9% of likely Class Members...The Court finds this notice (i) constituted the best notice practicable under the circumstances, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise the putative Class Members of the pendency of the action, and of their right to object and to appear at the Final Approval Hearing or to exclude themselves from the Settlement, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) fully complied with due process principles and Federal Rule of Civil Procedure 23.*

## 62. Honorable Lynn Adelman

**Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Ins. Co.**,

**(Indirect Purchaser–Gordon Settlement)**, (August 4, 2015)

No. 09-CV-00852 (E.D. Wis.):

*The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.*

## 63. Honorable Sara I. Ellis

**Thomas v. Lennox Indus. Inc.**, (July 9, 2015)

No. 13-CV-07747 (N.D. Ill.):

*The Court approves the form and content of the Long-Form Notice, Summary Notice, Postcard Notice, Dealer Notice, and Internet Banners (the “Notices”) attached as*

Exhibits A-1, A-2, A-3, A-4 and A-5 respectively to the Settlement Agreement. The Court finds that the Notice Plan, included in the Settlement Agreement and the Declaration of Gina M. Intrepido-Bowden on Settlement Notice Plan and Notice Documents, constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to all persons entitled thereto, and that the Notice Plan complies fully with the requirements of Federal Rule of Civil Procedure 23 and provides Settlement Class Members due process under the United States Constitution.

## 64. Honorable Lynn Adelman

**Fond du Lac Bumper Exch., Inc. v. Jui Li Enter.Co., Ltd.**  
**(Indirect Purchaser-Tong Yang Settlement), (May 29, 2015)**  
No. 09-CV-00852 (E.D. Wis.):

*The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.*

## 65. Honorable Mitchell D. Dembin

**Lerma v. Schiff Nutrition Int'l, Inc., (May 25, 2015)**  
No. 11-CV-01056 (S.D. Cal.):

*The parties are to notify the Settlement Class in accordance with the Notice Program outlined in the Second Supplemental Declaration of Gina M. Intrepido-Bowden on Settlement Notice Program.*

## 66. Honorable Lynn Adelman

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

*The Notice Program set forth herein is substantially similar to the one set forth in the Court’s April 24, 2015 Order regarding notice of the Tong Yang Settlement (ECF. No. 619) and combines the Notice for the Tong Yang Settlement with that of the Gordon Settlement into a comprehensive Notice Program. To the extent differences exist between the two, the Notice Program set forth and approved herein shall prevail over that found in the April 24, 2015 Order.*

## 67. Honorable José L. Linares

**Demmick v. Celco P’ship, (May 1, 2015)**  
No. 06-CV-2163 (D.N.J.):

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

## 68. Honorable David O. Carter

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

*The Notice Program complies with Rule 23(c)(2)(B) because it constitutes the best notice practicable under the circumstances, provides individual notice to all Class Members who can be identified through reasonable effort, and is reasonably calculated under the circumstances to apprise the Class Members of the nature of the action,*

the claims it asserts, the Class definition, the Settlement terms, the right to appear through an attorney, the right to opt out of the Class or to comment on or object to the Settlement (and how to do so), and the binding effect of a final judgment upon Class Members who do not opt out.

## 69. Honorable José L. Linares

**Demmick v. Cellco P'ship**, (November 19, 2014)

No. 06-CV-2163 (D.N.J.):

The Court finds that the Parties' plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

The Court further finds that the Parties' plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden, will adequately inform members of the Settlement Classes of their right to exclude themselves from the Settlement Classes so as to not be bound by the Settlement Agreement.

## 70. Honorable Christina A. Snyder

**Roberts v. Electrolux Home Prod., Inc.**, (September 11, 2014)

No. 12-CV-01644 (C.D. Cal.):

Accordingly, the Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and California laws and due process. The Court finally approves the Notice Plan in all respects...Any objections to the notice provided to the Class are hereby overruled.

## 71. Judge Gregory A. Presnell

**Poertner v. Gillette Co.**, (August 21, 2014)

No. 12-CV-00803 (M.D. Fla.):

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

## 72. Honorable Christina A. Snyder

**Roberts v. Electrolux Home Prod., Inc.**, (May 5, 2014)

No. 12-CV-01644 (C.D. Cal.):

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

### 73. Honorable William E. Smith

**Cappalli v. BJ's Wholesale Club, Inc.**, (December 12, 2013)

No. 10-CV-00407 (D.R.I.):

*The Court finds that the form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of these proceedings of the proposed Settlement, and of the terms set forth in the Stipulation and first Joint Addendum, and the notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, Constitutional due process, and all other applicable laws.*

### 74. Judge Gregory A. Presnell

**Poertner v. Gillette Co.**, (November 5, 2013)

No. 12-CV-00803 (M.D. Fla.):

*The Court finds that compliance with the Notice Plan is the best practicable notice under the circumstances and constitutes due and sufficient notice of this Order to all persons entitled thereto and is in full compliance with the requirements of Rule 23, applicable law, and due process.*

### 75. Judge Marilyn L. Huff

**Beck-Ellman v. Kaz USA, Inc.**, (June 11, 2013)

No. 10-cv-02134 (S.D. Cal.):

*The Notice Plan has now been implemented in accordance with the Court's Preliminary Approval Order...The Notice Plan was specially developed to cause class members to see the Publication Notice or see an advertisement that directed them to the Settlement Website...The Court concludes that the Class Notice fully satisfied the requirements of Rule 23(c)(2) of the Federal Rules of Civil Procedure and all due process requirements.*



## 76. Judge Tom A. Lucas

**Stroud v. eMachines, Inc.**, (March 27, 2013)

No. CJ-2003-968 L (W.D. Okla.):

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

## 77. Judge Marilyn L. Huff

**Beck-Ellman v. Kaz USA, Inc.**, (January 7, 2013)

No. 10-cv-02134 (S.D. Cal.):

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

## 78. Judge Tom A. Lucas

**Stroud v. eMachines, Inc.**, (December 21, 2012)

No. CJ-2003-968 L (W.D. Okla.):

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

## 79. Honorable Michael M. Anello

**Shames v. Hertz Corp.**, (November 5, 2012)

No. 07-cv-02174 (S.D. Cal.):

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

## 80. Judge Ann D. Montgomery

***In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig.***, (July 9, 2012)  
No. 11-MD-2247 (D. Minn.):

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

## 81. Judge Ann D. Montgomery

***In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig.***, (June 29, 2012)  
No. 11-MD-2247 (D. Minn.):

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

## 82. Honorable Michael M. Anello

**Shames v. Hertz Corp.**, (May 22, 2012)

No. 07-cv-02174 (S.D. Cal.):

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

## 83. Judge Ann D. Montgomery

**In re Uponsor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig.**, (January 18, 2012)

No. 11-MD-2247 (D. Minn.):

*The Notice Plan detailed in the Affidavit of Gina M. Intrepido-Bowden provides the best notice practicable under the circumstances and constitutes due and sufficient notice of the Settlement Agreement and the Final Fairness Hearing to the Classes and all persons entitled to receive such notice as potential members of the Class... The Notice Plan’s multi-faceted approach to providing notice to Class Members whose identity is not known to the Settling Parties constitutes ‘the best notice that is practicable under the circumstances’ consistent with Rule 23(c)(2)(B)... Notice to Class members must clearly and concisely state the nature of the lawsuit and its claims and defenses, the Class certified, the Class member’s right to appear through an attorney or opt out of the Class, the time and manner for opting out, and the binding effect of a class judgment on members of the Class. Fed. R. Civ. P. 23(c)(2)(B). Compliance with Rule 23’s notice requirements also complies with Due Process requirements. ‘The combination of reasonable notice, the opportunity to be heard, and the opportunity to withdraw from the class satisfy due process requirements of the Fifth Amendment.’ Prudential, 148 F.3d at 306. The proposed notices in the present case meet those requirements.*

## 84. Judge Jeffrey Goering

**Molina v. Intrust Bank, N.A.**, (January 17, 2012)

No. 10-CV-3686 (Ks. 18th J.D. Ct.):

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

## 85. Judge Charles E. Atwell

**Allen v. UMB Bank, N.A.**, (October 31, 2011)

No. 1016-CV34791 (Mo. Cir. Ct.):

*The form, content, and method of dissemination of Class Notice given to the Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 52.08 of the Missouri Rules of Civil Procedure and due process.*

## 86. Judge Charles E. Atwell

**Allen v. UMB Bank, N.A.**, (June 27, 2011)

No. 1016-CV34791 (Mo. Cir. Ct.):

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

## 87. Judge Jeremy Fogel

**Ko v. Natura Pet Prod., Inc.**, (June 24, 2011)

No. 09cv2619 (N.D. Cal.):

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

## 88. Judge M. Joseph Tiemann

**Billieson v. City of New Orleans**, (May 27, 2011)

No. 94-19231 (La. Civ. Dist. Ct.):

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

## 89. Judge James Robertson

**In re Dep’t of Veterans Affairs (VA) Data Theft Litig.**, (February 11, 2009)

MDL No. 1796 (D.D.C.):

*The Court approves the proposed method of dissemination of notice set forth in the Notice Plan, Exhibit 1 to the Settlement Agreement. The Notice Plan meets the requirements of due process and is the best notice practicable under the circumstances. This method of Class Action Settlement notice dissemination is hereby approved by the Court.*

## 90. Judge Louis J. Farina

**Soders v. Gen. Motors Corp.**, (December 19, 2008)

No. CI-00-04255 (C.P. Pa.):

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

## 91. Judge Robert W. Gettleman

**In re Trans Union Corp.**, (September 17, 2008)

MDL No. 1350 (N.D. Ill.):

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

## 92. Judge William G. Young

**In re TJX Cos. Retail Security Breach Litig.**, (September 2, 2008)

MDL No. 1838 (D. Mass.):

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



### 93. Judge David De Alba

**Ford Explorer Cases, (May 29, 2008)**

JCCP Nos. 4226 & 4270 (Cal. Super. Ct.):

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



## III.

## SPEAKING ENGAGEMENTS

1. **'Marching to Their Own Drumbeat.' What Lawyers Don't Understand About Notice and Claims Administration**, AMERICAN BAR ASSOCIATION, American Bar Association's (ABA) 23rd Annual National Institute on Class Actions, panelist (October 2019).
2. **Rule 23 Amendments and Digital Notice Ethics, accredited CLE Program**, presenter at Terrell Marshall Law Group PLLC, Seattle, WA (June 2019); Severson & Werson, San Francisco, CA and broadcast to office in Irvine (June 2019); Greenberg Traurig, LLP, Los Angeles, CA (May 2019); Chicago Bar Association, Chicago, IL (January 2019); Sidley Austin LLP, Century City, CA and broadcast to offices in Los Angeles, San Francisco, New York, Chicago, Washington D.C. (January 2019); Burns Charest LLP, Dallas, TX (November 2018); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (October 2018); Zimmerman Reed LLP, Minneapolis, MN (October 2018); Gustafson Gluek PLLC, Minneapolis, MN (October 2018).
3. **Ethics in Legal Notification, accredited CLE Program**, presenter at Kessler Topaz Meltzer & Check LLP, Radnor, PA (September 2015); The St. Regis Resort, Deer Valley, UT (March 2014); and Morgan Lewis & Bockius, New York, NY (December 2012).
4. **Pitfalls of Class Action Notice and Settlement Administration, accredited CLE Program**, PRACTISING LAW INSTITUTE (PLI), Class Action Litigation 2013, presenter/panelist (July 2013).
5. **The Fundamentals of Settlement Administration, accredited CLE Program**, presenter at Skadden, Arps, Slate, Meagher & Flom LLP, Chicago, IL (January 2013); Wexler Wallace LLP, Chicago, IL (January 2013); Hinshaw & Culbertson LLP, Chicago, IL (October 2012); and Spector Roseman Kodroff & Willis, P.C., Philadelphia, PA (December 2011).
6. **Class Action Settlement Administration Tips & Pitfalls on the Path to Approval, accredited CLE Program**, presenter at Jenner & Block, Chicago, IL and broadcast to offices in Washington DC, New York and California (October 2012).
7. **Reaching Class Members & Driving Take Rates**, CONSUMER ATTORNEYS OF SAN DIEGO, 4th Annual Class Action Symposium, presenter/panelist (October 2011).

8. **Legal Notice Ethics, accredited CLE Program**, presenter at Heins Mills & Olson, P.L.C., Minneapolis, MN (January 2011); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (January 2011); Chestnut Cambronne, Minneapolis, MN (January 2011); Berger & Montague, P.C., Anapol Schwartz, Philadelphia, PA (October 2010); Lundy Law, Philadelphia, PA (October 2010); Dechert LLP, Philadelphia, PA and broadcast to offices in California, New Jersey, New York, North Carolina, Texas, Washington D.C., and London and sent via video to their office in China (October 2010); Miller Law LLC, Chicago, IL (May 2010); Cohen Milstein Sellers & Toll PLLC, New York, NY (May 2010); and Milberg LLP, New York, NY (May 2010).
9. **Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice, accredited CLE Program**, presenter, Kansas Bar Association (March 2009).

# IV.

## ARTICLES

1. Gina M. Intrepido-Bowden, *Time to Allow More Streamlined Class Action Notice Formats - Adapting Short Form Notice Requirements to Accommodate Today's Fast Paced Society*, LAW360 (2021).
2. Todd B. Hilsee, Gina M. Intrepido & Shannon R. Wheatman, *Hurricanes, Mobility and Due Process: The "Desire-to-Inform" Requirement for Effective Class Action Notice Is Highlighted by Katrina*, 80 TULANE LAW REV. 1771 (2006); reprinted in course materials for: CENTER FOR LEGAL EDUCATION INTERNATIONAL, *Class Actions: Prosecuting and Defending Complex Litigation* (2007); AMERICAN BAR ASSOCIATION, *10th Annual National Institute on Class Actions* (2006); NATIONAL BUSINESS INSTITUTE, *Class Action Update: Today's Trends & Strategies for Success* (2006).
3. Gina M. Intrepido, *Notice Experts May Help Resolve CAFA Removal Issues, Notification to Officials*, 6 CLASS ACTION LITIG. REP. 759 (2005).
4. Todd B. Hilsee, Shannon R. Wheatman, & Gina M. Intrepido, *Do You Really Want Me to Know My Rights? The Ethics Behind Due Process in Class Action Notice Is More Than Just Plain Language: A Desire to Actually Inform*, 18 GEORGETOWN JOURNAL LEGAL ETHICS 1359 (2005).



## CASE EXPERIENCE

Ms. Intrepido-Bowden has been involved in the design and implementation of hundreds of notice programs throughout her career. A partial listing of her 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>Abante Rooter &amp; Plumbing, Inc. v. New York Life Ins. Co.</i>	16-cv-03588	S.D.N.Y.
<i>Advance Trust &amp; Life Escrow Serv. LTA, v. N. Am. Co. for Life and Health Ins.</i>	18-CV-00368	S.D. Iowa
<i>Advance Trust &amp; Life Escrow Serv., LTA v. ReliaStar Life Ins. Co.</i>	18-cv-2863-DWF-ECW	D. Minn.
<i>Advance Trust &amp; Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.</i>	18-cv-01897-DDD-NYW	D. Colo.
<i>Ahmed v. HSBC Bank USA, NA</i>	15-cv-2057-FMO-SPx	N.D. Ill.
<i>Allen v. UMB Bank, N.A.</i>	1016-CV34791	Mo. Cir. Ct.
<i>Anderson v. Canada (Phase I)</i>	2008NLTD166	NL Sup. Ct.
<i>Anderson v. Canada (Phase II)</i>	2007 01T4955CP	NL Sup. Ct.
<i>Andrews v. Plains All Am. Pipeline, L.P.</i>	15-cv-04113-PSG-JEM	C.D. Cal.
<i>Angel v. U.S. Tire Recovery</i>	06-C-855	W. Va. Cir. Ct.
<i>Baiz v. Mountain View Cemetery</i>	809869-2	Cal. Super. Ct.
<i>Baker v. Jewel Food Stores, Inc. &amp; Dominick's Finer Foods, Inc.</i>	00-L-9664	Ill. Cir. Ct.
<i>Barba v. Shire U.S., Inc.</i>	13-cv-21158	S.D. Fla.
<i>Beck-Ellman v. Kaz USA Inc.</i>	10-cv-2134	S.D. Cal.
<i>Beringer v. Certegy Check Serv., Inc.</i>	07-cv-1657-T-23TGW	M.D. Fla.
<i>Bibb v. Monsanto Co. (Nitro)</i>	041465	W. Va. Cir. Ct.
<i>Billieson v. City of New Orleans</i>	94-19231	La. Civ. Dist. Ct.
<i>Bland v. Premier Nutrition Corp.</i>	RG19-002714	Cal. Super. Ct.
<i>Boskie v. Backgroundchecks.com</i>	2019CP3200824	S.C. C.P.
<i>Brighton Tr. LLC, as Tr. v. Genworth Life &amp; Annuity Ins. Co.</i>	20-cv-240-DJN	E.D. Va.

CASE NAME	CASE NUMBER	LOCATION
<i>Brookshire Bros. v. Chiquita</i>	05-CIV-21962	S.D. Fla.
<i>Brown v. Am. Tobacco</i>	J.C.C.P. 4042 No. 711400	Cal. Super. Ct.
<i>Bruzek v. Husky Oil Operations Ltd.</i>	18-cv-00697	W.D. Wis.
<i>Campos v. Calumet Transload R.R., LLC</i>	13-cv-08376	N.D. Ill.
<i>Cappalli v. BJ's Wholesale Club, Inc.</i>	10-cv-00407	D.R.I.
<i>Carter v. Monsanto Co. (Nitro)</i>	00-C-300	W. Va. Cir. Ct.
<i>Chambers v. Whirlpool Corp.</i>	11-cv-01733	C.D. Cal.
<i>Cobb v. BSH Home Appliances Corp.</i>	10-cv-00711	C.D. Cal.
<i>Davis v. Am. Home Prods. Corp.</i>	94-11684	La. Civ. Dist. Ct., Div. K
<i>DC 16 v. Sutter Health</i>	RG15753647	Cal. Super. Ct.
<i>Defrates v. Hollywood Ent. Corp.</i>	02L707	Ill. Cir. Ct.
<i>de Lacour v. Colgate-Palmolive Co.</i>	16-cv-8364-KW	S.D.N.Y.
<i>Demereckis v. BSH Home Appliances Corp.</i>	8:10-cv-00711	C.D. Cal.
<i>Demmick v. Cellco P'ship</i>	06-cv-2163	D.N.J.
<i>Desportes v. Am. Gen. Assurance Co.</i>	SU-04-CV-3637	Ga. Super. Ct.
<i>Dolen v. ABN AMRO Bank N.V.</i>	01-L-454 & 01-L-493	Ill. Cir. Ct.
<i>Donnelly v. United Tech. Corp.</i>	06-CV-320045CP	Ont. S.C.J.
<i>Eck v. City of Los Angeles</i>	BC577028	Cal. Super. Ct.
<i>Elec. Welfare Trust Fund v. United States</i>	19-353C	Fed. Cl.
<i>Engquist v. City of Los Angeles</i>	BC591331	Cal. Super. Ct.
<i>Ervin v. Movie Gallery Inc.</i>	CV-13007	Tenn. Ch. Fayette Co.
<i>First State Orthopaedics v. Concentra, Inc.</i>	05-CV-04951-AB	E.D. Pa.
<i>Fisher v. Virginia Electric &amp; Power Co.</i>	02-CV-431	E.D. Va.
<i>Fishon v. Premier Nutrition Corp.</i>	16-CV-06980-RS	N.D. Cal.
<i>Flaum v. Doctor's Assoc., Inc. (d/b/a Subway)</i>	16-cv-61198	S.D. Fla.
<i>Fond du Lac Bumper Exch. Inc. v. Jui Li Enter. Co. Ltd. (Direct &amp; Indirect Purchasers Classes)</i>	09-cv-00852	E.D. Wis.
<i>Ford Explorer Cases</i>	JCCP Nos. 4226 & 4270	Cal. Super. Ct.
<i>Friedman v. Microsoft Corp.</i>	2000-000722	Ariz. Super. Ct.
<i>FTC v. Reckitt Benckiser Grp. PLC</i>	19CV00028	W.D. Va.
<i>Gardner v. Stimson Lumber Co.</i>	00-2-17633-3SEA	Wash. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Gifford v. Pets Global, Inc.</i>	21-cv-02136-CJC-MRW	C.D. Cal.
<i>Gordon v. Microsoft Corp.</i>	00-5994	D. Minn.
<i>Grays Harbor v. Carrier Corp.</i>	05-05437-RBL	W.D. Wash.
<i>Griffin v. Dell Canada Inc.</i>	07-CV-325223D2	Ont. Super. Ct.
<i>Gunderson v. F.A. Richard &amp; Assoc., Inc.</i>	2004-2417-D	La. 14 <sup>th</sup> Jud. Dist. Ct.
<i>Gupta v. Aeries Software, Inc.</i>	20-cv-00995	C.D. Cal.
<i>Gutierrez, Jr. v. Amplify Energy Corp.</i>	21-cv-01628-DOC-JDE	C.D. Cal.
<i>Hanks v. Lincoln Life &amp; Annuity Co. of New York</i>	16-cv-6399 PKC	S.D.N.Y.
<i>Herrera v. Wells Fargo Bank, N.A.</i>	18-cv-00332-JVS-MRW	C.D. Cal.
<i>Hill-Green v. Experian Info. Solutions, Inc.</i>	19-cv-708-MHL	E.D. Va.
<i>Huntzinger v. Suunto Oy</i>	37-2018-00027159-CU-BT-CTL	Cal. Super. Ct.
<i>In re Anthem, Inc. Data Breach Litig.</i>	15-md-02617	N.D. Cal.
<i>In re Arizona Theranos, Inc. Litig.</i>	16-cv-2138-DGC	D. Ariz.
<i>In re Babcock &amp; Wilcox Co.</i>	00-10992	E.D. La.
<i>In re Blue Cross Blue Shield Antitrust Litig.</i>	13-CV-20000-RDP	N.D. Ala.
<i>In re Broiler Chicken Antitrust Litig.</i>	16-cv-08637	N.D. Ill.
<i>In re Countrywide Fin. Corp. Customer Data Sec. Breach</i>	MDL 08-md-1998	W.D. Ky.
<i>In re Farm-raised Salmon and Salmon Prod. Antitrust Litig.</i>	19-cv-21551-CMA	S.D. Fla.
<i>In re General Motors LLC Ignition Switch Litig. (economic settlement)</i>	2543 (MDL)	S.D.N.Y.
<i>In re High Sulfur Content Gasoline Prod. Liab.</i>	MDL No. 1632	E.D. La.
<i>In re Home Depot, Inc., Customer Data Sec. Breach Litig.</i>	14-md-02583	N.D. Ga.
<i>In re Hypodermic Prod. Antitrust Litig.</i>	05-cv-01602	D.N.J.
<i>In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig. (Indirect-Purchasers)</i>	14-md-02542	S.D.N.Y.
<i>In re Lidoderm Antitrust Litig.</i>	14-md-02521	N.D. Cal.
<i>In re Lupron Mktg. &amp; Sales Practices</i>	MDL No.1430	D. Mass.
<i>In re Mercedes-Benz Emissions Litig.</i>	16-cv-881 (KM) (ESK)	D.N.J.
<i>In re Monitronics Int'l, Inc., TCPA Litig.</i>	11-cv-00090	N.D. W.Va.

CASE NAME	CASE NUMBER	LOCATION
<i>In re Packaged Seafood Prods. Antitrust Litig. (DPP and EPP Class)</i>	15-md-02670	S.D. Cal.
<i>In re Parmalat Sec.</i>	04-md-01653 (LAK)	S.D.N.Y.
<i>In re Residential Schools Litig.</i>	00-CV-192059 CPA	Ont. Super. Ct.
<i>In re Resistors Antitrust Litig.</i>	15-cv-03820-JD	N.D. Cal.
<i>In re Royal Ahold Sec. &amp; "ERISA"</i>	03-md-01539	D. Md.
<i>In re Rust-Oleum Restore Mktg. Sales Practices &amp; Prod. Liab. Litig.</i>	15-cv01364	N.D. Ill.
<i>In re Sears, Roebuck &amp; Co. Front-Loading Washer Prod. Liab. Litig.</i>	06-cv-07023	N.D. Ill.
<i>In re Serzone Prod. Liab.</i>	02-md-1477	S.D. W. Va.
<i>In re Skelaxin (Metaxalone) Antitrust Litig.</i>	12-cv-194	E.D. Ten.
<i>In re Solodyn (Minocycline Hydrochloride) Antitrust Litig. (Direct Purchaser Class)</i>	14-md-2503	D. Mass.
<i>In re: Subaru Battery Drain Prods. Liab. Litig.</i>	20-cv-03095-JHR-MJS	D.N.J.
<i>In re TJX Cos. Retail Sec. Breach Litig.</i>	MDL No. 1838	D. Mass.
<i>In re Trans Union Corp. Privacy Litig.</i>	MDL No. 1350	N.D. Ill.
<i>In re Uponor, Inc., F1807 Prod. Liab. Litig.</i>	2247	D. Minn.
<i>In re U.S. Dep't of Veterans Affairs Data Theft Litig.</i>	MDL 1796	D.D.C.
<i>In re Volkswagen "Clean Diesel" Mktg., Sales Practice and Prods. Liab. Litig.</i>	MDL 2672 CRB	N.D. Cal.
<i>In re Zurn Pex Plumbing Prod. Liab. Litig.</i>	MDL 08-1958	D. Minn.
<i>In the Matter of GTV Media Grp. Inc.</i>	3-20537	SEC
<i>James v. PacifiCorp.</i>	20cv33885	Or. Cir. Ct.
<i>Johnson v. Yahoo! Inc.</i>	14-cv02028	N.D. Ill.
<i>Kearney v. Equilon Enter. LLC</i>	14-cv-00254	D. Ore.
<i>Ko v. Natura Pet Prod., Inc.</i>	09cv02619	N.D. Cal.
<i>Langan v. Johnson &amp; Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Lavinsky v. City of Los Angeles</i>	BC542245	Cal. Super. Ct.
<i>Lee v. Stonebridge Life Ins. Co.</i>	11-cv-00043	N.D. Cal.
<i>Leonard v. John Hancock Life Ins. Co. of NY</i>	18-CV-04994	S.D.N.Y.
<i>Lerma v. Schiff Nutrition Int'l, Inc.</i>	11-cv-01056	S.D. Cal.
<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.



CASE NAME	CASE NUMBER	LOCATION
<i>In re Uponor, Inc., F1807 Prod. Liab. Litig.</i>	2247	D. Minn.
<i>In re U.S. Dep't of Veterans Affairs Data Theft Litig.</i>	MDL 1796	D.D.C.
<i>In re Zurn Pex Plumbing Prod. Liab. Litig.</i>	MDL 08-1958	D. Minn.
<i>In the Matter of GTV Media Grp. Inc.</i>	3-20537	SEC
<i>Johnson v. Yahoo! Inc.</i>	14-cv02028	N.D. Ill.
<i>Kearney v. Equilon Enter. LLC</i>	14-cv-00254	D. Ore.
<i>Ko v. Natura Pet Prod., Inc.</i>	09cv02619	N.D. Cal.
<i>Langan v. Johnson &amp; Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Lavinsky v. City of Los Angeles</i>	BC542245	Cal. Super. Ct.
<i>Lee v. Stonebridge Life Ins. Co.</i>	11-cv-00043	N.D. Cal.
<i>Leonard v. John Hancock Life Ins. Co. of NY</i>	18-CV-04994	S.D.N.Y.
<i>Lerma v. Schiff Nutrition Int'l, Inc.</i>	11-cv-01056	S.D. Cal.
<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Lockwood v. Certegy Check Serv., Inc.</i>	07-CV-587-FtM-29-DNF	M.D. Fla.
<i>Luster v. Wells Fargo Dealer Serv., Inc.</i>	15-cv-01058	N.D. Ga.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Markson v. CRST Int'l, Inc.</i>	17-cv-01261-SB (SPx)	C.D. Cal.
<i>Martinelli v. Johnson &amp; Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McCall v. Hercules Corp.</i>	66810/2021	N.Y. Super. Ct.
<i>McCrary v. Elations Co., LLC</i>	13-cv-00242	C.D. Cal.
<i>Microsoft I-V Cases</i>	J.C.C.P. No. 4106	Cal. Super. Ct.
<i>Molina v. Intrust Bank, N.A.</i>	10-cv-3686	Ks. 18 <sup>th</sup> Jud. Dist. Ct.
<i>Morrow v. Conoco Inc.</i>	2002-3860	La. Dist. Ct.
<i>Mullins v. Direct Digital LLC.</i>	13-cv-01829	N.D. Ill.
<i>Myers v. Rite Aid of PA, Inc.</i>	01-2771	Pa. C.P.
<i>Naef v. Masonite Corp.</i>	CV-94-4033	Ala. Cir. Ct.
<i>Nature Guard Cement Roofing Shingles Cases</i>	J.C.C.P. No. 4215	Cal. Super. Ct.
<i>Nichols v. SmithKline Beecham Corp.</i>	00-6222	E.D. Pa.
<i>Nishimura v Gentry Homes, LTD.</i>	11-11-1-1522-07-RAN	Haw. Cir. Ct.
<i>Novoa v. The GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.

CASE NAME	CASE NUMBER	LOCATION
<i>Lockwood v. Certegy Check Serv., Inc.</i>	07-CV-587-FtM-29-DNF	M.D. Fla.
<i>LSIMC, LLC v. Am. Gen. Life Ins. Co.</i>	20-cv-11518	C.D. Cal.
<i>Luster v. Wells Fargo Dealer Serv., Inc.</i>	15-cv-01058	N.D. Ga.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Markson v. CRST Int'l, Inc.</i>	17-cv-01261-SB (SPx)	C.D. Cal.
<i>Martinelli v. Johnson &amp; Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McCall v. Hercules Corp.</i>	66810/2021	N.Y. Super. Ct.
<i>McCrary v. Elations Co., LLC</i>	13-cv-00242	C.D. Cal.
<i>Microsoft I-V Cases</i>	J.C.C.P. No. 4106	Cal. Super. Ct.
<i>Molina v. Intrust Bank, N.A.</i>	10-cv-3686	Ks. 18 <sup>th</sup> Jud. Dist. Ct.
<i>Morrow v. Conoco Inc.</i>	2002-3860	La. Dist. Ct.
<i>Mullins v. Direct Digital LLC.</i>	13-cv-01829	N.D. Ill.
<i>Myers v. Rite Aid of PA, Inc.</i>	01-2771	Pa. C.P.
<i>Naef v. Masonite Corp.</i>	CV-94-4033	Ala. Cir. Ct.
<i>Nature Guard Cement Roofing Shingles Cases</i>	J.C.C.P. No. 4215	Cal. Super. Ct.
<i>Nichols v. SmithKline Beecham Corp.</i>	00-6222	E.D. Pa.
<i>Nishimura v Gentry Homes, LTD.</i>	11-11-1-1522-07-RAN	Haw. Cir. Ct.
<i>Novoa v. The GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.
<i>Palace v. DaimlerChrysler</i>	01-CH-13168	Ill. Cir. Ct.
<i>Peek v. Microsoft Corp.</i>	CV-2006-2612	Ark. Cir. Ct.
<i>Plubell v. Merck &amp; Co., Inc.</i>	04CV235817-01	Mo. Cir. Ct.
<i>Podawiltz v. Swisher Int'l, Inc.</i>	16CV27621	Or. Cir. Ct.
<i>Poertner v. Gillette Co.</i>	12-cv-00803	M.D. Fla.
<i>Prather v. Wells Fargo Bank, N.A.</i>	15-cv-04231	N.D. Ga.
<i>Q+ Food, LLC v. Mitsubishi Fuso Truck of Am., Inc.</i>	14-cv-06046	D.N.J.
<i>Richison v. Am. Cemwood Corp.</i>	005532	Cal. Super. Ct.
<i>Rick Nelson Co. v. Sony Music Ent.</i>	18-cv-08791	S.D.N.Y.
<i>Roberts v. Electrolux Home Prod., Inc.</i>	12-cv-01644	C.D. Cal.
<i>Russell v. Kohl's Dep't Stores, Inc.</i>	15-cv-01143	C.D. Cal.
<i>Sandoval v. Merlex Stucco Inc.</i>	BC619322	Cal. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Scott v. Blockbuster, Inc.</i>	D 162-535	136 <sup>th</sup> Tex. Jud. Dist.
<i>Senne v Office of the Comm'r of Baseball</i>	14-cv-00608-JCS	N.D. Cal.
<i>Shames v. Hertz Corp.</i>	07cv2174-MMA	S.D. Cal.
<i>Sidibe v. Sutter Health</i>	12-cv-4854-LB	N.D. Cal.
<i>Staats v. City of Palo Alto</i>	2015-1-CV-284956	Cal. Super. Ct.
<i>Soders v. Gen. Motors Corp.</i>	CI-00-04255	Pa. C.P.
<i>Sonner v. Schwabe North America, Inc.</i>	15-cv-01358 VAP (SPx)	C.D. Cal.
<i>Stroud v. eMachines, Inc.</i>	CJ-2003-968-L	W.D. Okla.
<i>Swetz v. GSK Consumer Health, Inc.</i>	20-cv-04731	S.D.N.Y.
<i>Talalai v. Cooper Tire &amp; Rubber Co.</i>	MID-L-8839-00 MT	N.J. Super. Ct.
<i>Tech. Training Assoc. v. Buccaneers Ltd. P'ship</i>	16-cv-01622	M.D. Fla.
<i>Thibodeaux v. Conoco Philips Co.</i>	2003-481	La. 4 <sup>th</sup> Jud. Dist. Ct.
<i>Thomas v. Lennox Indus. Inc.</i>	13-cv-07747	N.D. Ill.
<i>Thompson v. Metropolitan Life Ins. Co.</i>	00-CIV-5071 HB	S.D. N.Y.
<i>Turner v. Murphy Oil USA, Inc.</i>	05-CV-04206-EEF-JCW	E.D. La.
<i>USC Student Health Ctr. Settlement</i>	18-cv-04258-SVW	C.D. Cal.
<i>Walker v. Rite Aid of PA, Inc.</i>	99-6210	Pa. C.P.
<i>Wells v. Abbott Lab., Inc. (AdvantEdge/ Myoplex nutrition bars)</i>	BC389753	Cal. Super. Ct.
<i>Wener v. United Tech. Corp.</i>	500-06-000425-088	QC. Super. Ct.
<i>West v. G&amp;H Seed Co.</i>	99-C-4984-A	La. 27 <sup>th</sup> Jud. Dist. Ct.
<i>Williams v. Weyerhaeuser Co.</i>	CV-995787	Cal. Super. Ct.
<i>Yamagata v. Reckitt Benckiser, LLC</i>	17-cv-03529-CV	N.D.Cal.
<i>Zarebski v. Hartford Ins. Co. of the Midwest</i>	CV-2006-409-3	Ark. Cir. Ct.

**- EXHIBIT B -**

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

**Colombians who provided  
housekeeping services at  
U.S. resorts through  
MasterCorp may qualify for  
a payment in a \$4.95 million  
USD class action settlement**

**Records indicate you may  
qualify for a payment**

Questions?

Visit [\[www.X.com\]](http://www.X.com)

Call [\[XXX-XXX-XXXX\]](tel:[XXX-XXX-XXXX]) (from U.S.)

Call [\[XXX-XXX-XXXX\]](tel:[XXX-XXX-XXXX]) (from Colombia)

*Para una notificación en español,  
visite [www.xxxx.com](http://www.xxxx.com)*

MasterCorp Settlement  
c/o JND Legal Administration  
[PO Box xxxxx](#)  
Seattle WA 98111

«Barcode»

Postal Service: Please do not mark barcode

«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 *Jane Doe, et al. v. MasterCorp, Inc.* (Case No. 19-cv-0170, Va.) (the "Settlement"). The Settlement is between Jane Doe, John Doe 1, and John Doe 2 (collectively "Plaintiffs"), on behalf of the proposed Settlement Class, and MasterCorp., Inc. ("MasterCorp" or "Defendant"). This Notice summarizes your rights and options. More details are available at [www.xxxxx.com](http://www.xxxxx.com).

**Am I part of the Settlement Class?** You are a Settlement Class Member if:

- ✓ You are a Colombian National or of Colombian origin;
- ✓ You were paid by Perennial Pete, LLC or one of its affiliated entities or companies, including SM Cleaning Solutions Inc.; WD Cleaning Solutions Inc.; DM Cleaning Solutions Inc.; JM Cleaning Solutions Inc.; EV Cleaning Solutions Inc.; EM Cleaning Services and Solutions Inc.; SD Cleaning Services and Solutions Inc.; and
- ✓ You provided housekeeping services at resorts in the United States where MasterCorp was responsible for housekeeping between March 19, 2021 and [\[the date of preliminary approval\]](#).

**What is this lawsuit about?** Plaintiffs claim that MasterCorp subjected Settlement Class Members to unfair and unlawful practices. These included working Settlement Class Members for long hours without overtime pay, and immigration-related wrongful conduct that made Settlement Class Members feel vulnerable. MasterCorp denies these claims. The Court has not decided who is right or wrong. The parties have agreed to the Settlement to avoid the risks, uncertainty, expense, and burden of litigation.

**What does the Settlement provide?** Settlement Class Members who file a valid and timely claim will receive an equal share of the **\$4,950,000** USD Settlement Amount less attorneys' fees and litigation costs, service awards, settlement administration costs, and any applicable taxes ("NET Settlement Amount"). There are an estimated 205 Settlement Class Members. If all 205 file a claim, they will each receive 1/205 of the NET Settlement Amount. If fewer Class Members file a claim, payments will increase equally on a pro rata share, up to a maximum of 5/205 of the NET Settlement Amount. Any remaining funds will be distributed to St. Jude for undocumented-immigrant-related services.

**How can I get a payment?** You must complete and submit a timely Claim Form online at [www.xxxx.com](http://www.xxxx.com) or mailed postmarked by [\[PAO + 90 days\]](#) to: MasterCorp Settlement, c/o JND Legal Administration, PO Box [xxxxx](#), Seattle WA

98111. If you do not submit a valid Claim Form by [\[PAO + 90 days\]](#), you will not receive a payment, but you will be bound by the Court's judgment.

**What are my other options?**

- 1) Do nothing. Receive no payment. Be bound by the Court’s decision. Give up your right to sue or continue to sue MasterCorp for the claims in this case.
- 2) Exclude yourself (“Opt Out”). Remove yourself from the Settlement Class and receive no payment. This is the only option that allows you to keep your right to sue or continue to sue MasterCorp for the claims in this case.
- 3) Object. Tell the Court what you do not like about the Settlement. You will still be bound by the Settlement, and you may still file a claim.

The deadline to exclude yourself or object is **[PAO + 90 days]**. For more details about your rights and options and how to exclude yourself or object, visit [www.xxxx.com](http://www.xxxx.com).

**What happens next?** The Court will hold a Final Approval Hearing on **Month x, 2024** to consider whether to give final approval to the Settlement and grant Class Counsel’s request for attorneys’ fees not to exceed one third of the Settlement Amount plus reasonable costs; service awards to Plaintiffs at a maximum amount of \$7,500 in U.S. dollars each; as well as reimbursement for expenses incurred for settlement administration, including notice and taxes. The Court appointed Rachel Geman from Lief, Cabraser, Heimann & Bernstein, LLP and Mark Hanna from Murphy Anderson PLLC as Class Counsel. You will not be charged for these lawyers. You do not need to attend the hearing, but you are welcome to attend at your own expense.

**How do I get more information?** Visit [www.xxxx.com](http://www.xxxx.com) or call **1-xxx-xxx-xxxx** (from U.S.) or **xxx-xxx-xxxx** (from Colombia).

YOUR UNIQUE ID:	<b>&lt;&lt;Unique_ID&gt;&gt;</b>
YOUR PIN:	<b>XXXXXXXX</b>
<b>PLEASE REFER TO YOUR UNIQUE ID AND PIN TO FILE A CLAIM</b>	





Carefully separate this Address Change Form at the perforation

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.

MasterCorp Settlement  
c/o JND Legal Administration  
PO Box xxxxx  
Seattle, WA 98111

**- EXHIBIT C -**

From: [info@X.com]  
To: [Class Member email address]  
Subject: MasterCorp \$4.95 million USD Settlement Notice

## Colombians who provided housekeeping services at U.S. resorts through MasterCorp may qualify for a payment in a \$4.95 million USD class action settlement

### Records indicate you may qualify for a payment

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

*Para una notificación in español, visite [www.xxxx.com](http://www.xxxx.com)*

YOUR UNIQUE ID:	YOUR PIN:
<<Unique_ID>>	XXXXXXXX

Dear [Class Member Name],

You are receiving this notice because records indicate you may be a Settlement Class Member in a proposed settlement that was reached in a class action lawsuit called *Jane Doe, et al. v MasterCorp., Inc.*, Case No. x (E.D. Va.) (the "Settlement"). The Settlement is between Jane Doe, John Doe 1, and John Doe 2 (collectively "Plaintiffs"), on behalf of the proposed Settlement Class, and MasterCorp., Inc. ("MasterCorp" or "Defendant"). This Notice summarizes your rights and options. More details are available at [www.xxxxx.com](http://www.xxxxx.com).

### Am I part of the Settlement Class?

You are a Settlement Class Member if:

- ✓ You are a Colombian National or of Colombian origin;
- ✓ You were paid by Perennial Pete, LLC or one of its affiliated entities or companies, including SM Cleaning Solutions Inc.; WD Cleaning Solutions Inc.; DM Cleaning Solutions Inc.; JM Cleaning Solutions Inc.; EV Cleaning Solutions Inc.; EM Cleaning Services and Solutions Inc.; SD Cleaning Services and Solutions Inc.; and
- ✓ You provided housekeeping services at resorts in the United States where MasterCorp was responsible for housekeeping between March 19, 2021 and [the date of preliminary approval].

### What is this lawsuit about?

Plaintiffs claim that MasterCorp subjected Settlement Class Members to unfair and unlawful practices. These included working Settlement Class Members for long hours without overtime pay, and immigration-related wrongful conduct that made Settlement Class Members feel vulnerable. MasterCorp denies these claims. The Court has not decided who is right or wrong. The parties have agreed to the Settlement to avoid the risks, uncertainty, expense, and burden of litigation.

### What does the Settlement provide?

Settlement Class Members who file a valid and timely claim will receive an equal share of the **\$4,950,000** USD Settlement Amount less attorneys' fees and litigation costs, service awards, settlement administration costs, and any applicable taxes ("NET Settlement Amount").

There are an estimated 205 Settlement Class Members. If all 205 file a claim, they will each receive 1/205 of the NET Settlement Amount. If fewer Class Members file a claim, payments will increase equally on a *pro rata* share, up to a maximum of 5/205 of the NET Settlement Amount. Any remaining funds will be distributed to St. Jude for undocumented-immigrant-related services.

### How can I get a payment?

You may complete and submit a timely Claim Form online by clicking the “File A Claim” link below:

**FILE A CLAIM**

Or by mailing a paper Claim Form postmarked by **[PAO + 90 days]** to:

MasterCorp Settlement  
c/o JND Legal Administration  
PO Box **xxxxx**, Seattle WA 98111

If you do not submit a valid Claim Form by **[PAO + 90 days]**, you will not receive a payment, but you will be bound by the Court’s judgment.

### What are my other options?

- 1) Do nothing. Receive no payment. Be bound by the Court’s decision. Give up your right to sue or continue to sue MasterCorp for the claims in this case.
- 2) Exclude yourself (“Opt Out”). Remove yourself from the Settlement Class and receive no payment. This is the only option that allows you to keep your right to sue or continue to sue MasterCorp for the claims in this case.
- 3) Object. Tell the Court what you do not like about the Settlement. You will still be bound by the Settlement, and you may still file a claim.

The deadline to exclude yourself or object is **[PAO + 90 days]**. For more details about your rights and options and how to exclude yourself or object, visit [www.xxxx.com](http://www.xxxx.com).

### What happens next?

The Court will hold a Final Approval Hearing on **Month x, 2024** to consider whether to give final approval to the Settlement and grant Class Counsel’s request for attorneys’ fees not to exceed one third of the Settlement Amount plus reasonable costs; service awards to Plaintiffs at a maximum amount of \$7,500 in U.S. dollars each; as well as reimbursement for expenses incurred for settlement administration, including notice and taxes. The Court appointed Rachel Geman from Lieff, Cabraser, Heimann & Bernstein, LLP and Mark Hanna from Murphy Anderson PLLC as Class Counsel. You will not be charged for these lawyers. You do not need to attend the hearing, but you are welcome to attend at your own expense.

### How do I get more information?

Visit [www.xxxx.com](http://www.xxxx.com) or call 1-**xxx-xxx-xxxx** (from U.S.) or **xxx-xxx-xxxx** (from Colombia).

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

**- EXHIBIT D -**

# Banner Ads

1

## English Text:

Legal Notice

Affects Colombian Housekeepers at U.S. resorts through MasterCorp

\$4.95 million USD Class Action Settlement

FILE A CLAIM for PAYMENT

728 x 90



300 x 600



300 x 250



320 x 50



# Facebook Ads

## English Text:

Affects Colombian Housekeepers at U.S. resorts through MasterCorp  
\$4.95 million USD Class Action Settlement  
MasterCorp Settlement  
More Information

## Facebook - Desktop InFeed



The ad is displayed in a desktop in-feed format. It features a top header with a megaphone icon, the text "Class Action Notice", and "Publicidad" with a globe icon. Below the header is a photograph of a hotel room with a bed and a cart full of white linens. A dark blue banner at the bottom of the image contains the text: "Afecta a amas de casa Colombianas en resorts de EE.UU. a través de MasterCorp" and "Acuerdo de demanda colectiva de 4,95 millones de dólares" in yellow. Below the image, the text "EJEMPLO.COM" and "Acuerdo de Mastercorp" is shown, along with a "Más información" button. At the bottom, there are three interaction buttons: "Me gusta", "Comentar", and "Compartir".

## Facebook - Mobile InFeed



The ad is displayed in a mobile in-feed format. It features a top header with a megaphone icon, the text "Class Action Notice", and "Publicidad" with a globe icon. Below the header is a photograph of a hotel room with a bed and a cart full of white linens. A dark blue banner at the bottom of the image contains the text: "Afecta a amas de casa Colombianas en resorts de EE.UU. a través de MasterCorp" and "Acuerdo de demanda colectiva de 4,95 millones de dólares" in yellow. Below the image, the text "ejemplo.com" and "Acuerdo de Mastercorp" is shown, along with a "Más información" button. At the bottom, there are three interaction buttons: "Me gusta", "Comentar", and "Compartir".

## Facebook Stories



The ad is displayed in a Facebook story format. It features a top header with a megaphone icon, the text "Class Action Notice", and "Publicidad". Below the header is a photograph of a hotel room with a bed and a cart full of white linens. A dark blue banner at the bottom of the image contains the text: "Afecta a amas de casa Colombianas en resorts de EE.UU. a través de MasterCorp" and "Acuerdo de demanda colectiva de 4,95 millones de dólares" in yellow. At the bottom of the story, there is a white button with a link icon and the text "Más información".



# Instagram Ads

3

## English Text:

Affects Colombian Housekeepers at U.S. resorts through MasterCorp  
\$4.95 million USD Class Action Settlement  
More Information

## Instagram InFeed



## Instagram Stories



**- EXHIBIT E -**

## Colombians who provided housekeeping services at U.S. resorts through MasterCorp may qualify for a payment in a \$4.95 million USD class action settlement

SEATTLE/ **Month x**, 2024 / JND Legal Notification

A proposed settlement has been reached in a class action lawsuit called *Jane Doe, et al. v MasterCorp., Inc.*, **Case No. x** (E.D. Va.) (the “Settlement”). The Settlement is between Jane Doe, John Doe 1, and John Doe 2 (collectively “Plaintiffs”), on behalf of the proposed Settlement Class, and MasterCorp., Inc. (“MasterCorp” or “Defendant”). This Notice summarizes your rights and options. More details are available at [www.xxxxx.com](http://www.xxxxx.com).

### Am I part of the Settlement Class?

You are a Settlement Class Member if:

- ✓ You are a Colombian National or of Colombian origin;
- ✓ You were paid by Perennial Pete, LLC or one of its affiliated entities or companies, including SM Cleaning Solutions Inc.; WD Cleaning Solutions Inc.; DM Cleaning Solutions Inc.; JM Cleaning Solutions Inc.; EV Cleaning Solutions Inc.; EM Cleaning Services and Solutions Inc.; SD Cleaning Services and Solutions Inc.; and
- ✓ You provided housekeeping services at resorts in the United States where MasterCorp was responsible for housekeeping between March 19, 2021 and **[the date of preliminary approval]**.

### What is this lawsuit about?

Plaintiffs claim that MasterCorp subjected Settlement Class Members to unfair and unlawful practices. These included working Settlement Class Members for long hours without overtime pay, and immigration-related wrongful conduct that made Settlement Class Members feel vulnerable. MasterCorp denies these claims. The Court has not decided who is right or wrong. The parties have agreed to the Settlement to avoid the risks, uncertainty, expense, and burden of litigation.

### What does the Settlement provide?

Settlement Class Members who file a valid and timely claim will receive an equal share of the **\$4,950,000 USD** Settlement Amount less attorneys’ fees and litigation costs, service awards, settlement administration costs, and any applicable taxes (“NET Settlement Amount”).

There are an estimated 205 Settlement Class Members. If all 205 file a claim, they will each receive 1/205 of the NET Settlement Amount. If fewer Class Members file a claim, payments will increase equally on a *pro rata* share, up to a maximum of 5/205 of the NET Settlement Amount. Any remaining funds will be distributed to St. Jude for undocumented-immigrant-related services.

### How can I get a payment?

You must complete and submit a timely Claim Form online at [www.xxxx.com](http://www.xxxx.com) or mailed postmarked by **[PAO + 90 days]** to: MasterCorp Settlement, c/o JND Legal Administration, PO Box **xxxxx**, Seattle WA 98111. If you do not submit a valid Claim Form by **[PAO + 90 days]**, you will not receive a payment, but you will be bound by the Court’s judgment.

### What are my other options?

- 1) Do nothing. Receive no payment. Be bound by the Court’s decision. Give up your right to sue or continue to sue MasterCorp for the claims in this case.
- 2) Exclude yourself (“Opt Out”). Remove yourself from the Settlement Class and receive no payment. This is the only option that allows you to keep your right to sue or continue to sue MasterCorp for the claims in this case.

3) **Object.** Tell the Court what you do not like about the Settlement. You will still be bound by the Settlement, and you may still file a claim.

The deadline to exclude yourself or object is **[PAO + 90 days]**. For more details about your rights and options and how to exclude yourself or object, visit [www.xxxx.com](http://www.xxxx.com).

**What happens next?**

The Court will hold a Final Approval Hearing on **Month x, 2024** to consider whether to give final approval to the Settlement and grant Class Counsel's request for attorneys' fees not to exceed one third of the Settlement Amount plus reasonable costs; service awards to Plaintiffs at a maximum amount of \$7,500 in U.S. dollars each; as well as reimbursement for expenses incurred for settlement administration, including notice and taxes. The Court appointed Rachel Geman from Lief, Cabraser, Heimann & Bernstein, LLP and Mark Hanna from Murphy Anderson PLLC as Class Counsel. You will not be charged for these lawyers. You do not need to attend the hearing, but you are welcome to attend at your own expense.

**How do I get more information?**

Visit [www.xxxx.com](http://www.xxxx.com) or call 1-**xxx-xxx-xxxx** (from U.S.) or **xxx-xxx-xxxx** (from Colombia).

**- EXHIBIT F -**

## LEGAL NOTICE

# Colombians who provided housekeeping services at U.S. resorts through MasterCorp, may qualify for a payment in a \$4.95 million USD class action settlement

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

*Para una notificación in español, visite [www.xxxx.com](http://www.xxxx.com)*

- A proposed settlement has been reached in a class action lawsuit called *Jane Doe, et al. v MasterCorp., Inc., Case No. x* (E.D. Va.) (the “Settlement”). The Settlement is between Jane Doe, John Doe 1, and John Doe 2 (collectively “Plaintiffs”), on behalf of the proposed Settlement Class, and MasterCorp., Inc. (“MasterCorp” Or “Defendant”).
- You are a Settlement Class Member if:
  - ✓ You are a Colombian National or of Colombian origin;
  - ✓ You were paid by Perennial Pete, LLC or one of its affiliated entities or companies, including SM Cleaning Solutions Inc.; WD Cleaning Solutions Inc.; DM Cleaning Solutions Inc.; JM Cleaning Solutions Inc.; EV Cleaning Solutions Inc.; EM Cleaning Services and Solutions Inc.; SD Cleaning Services and Solutions Inc.; and
  - ✓ You provided housekeeping services at resorts in the United States where MasterCorp was responsible for housekeeping between March 19, 2021 and **[the date of preliminary approval]**.
- Plaintiffs claim that MasterCorp subjected Settlement Class Members to unfair and unlawful practices. These included working Settlement Class Members for long hours without overtime pay, and immigration-related wrongful conduct that made Settlement Class Members feel vulnerable. MasterCorp denies it has committed any wrongdoing or violated any state or federal law. The Court has not decided who is right or wrong. Instead, the parties have agreed to the Settlement to avoid the risks, uncertainty, expense, and burden of litigation.
- If the Settlement is approved by the Court, MasterCorp will pay **\$4,950,000** in U.S. dollars. After deducting costs associated with attorneys’ fees and reasonable costs to Class Counsel, service awards to Plaintiffs, settlement administration and notice costs to the Settlement Administrator, and any applicable taxes, the funds are available to Settlement Class Members who submit timely Claim Forms. Any remaining funds will be distributed to St. Jude, for undocumented-immigrant-related services.
- If you are a Settlement Class Member, your legal rights are affected whether or not you act. ***Please read this notice carefully.***

QUESTIONS? Visit [www.xxxx.com](http://www.xxxx.com) or call toll-free from the U.S. at **1-xxx-xxx-xxxx** or from Colombia at **xx-xxx-xxxx**

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>		
<b>FILE A CLAIM</b>	<ul style="list-style-type: none"> <li>• Receive a payment</li> <li>• Be bound by the Settlement</li> <li>• Give up your individual right to sue or continue to sue MasterCorp for the claims in this case</li> </ul>	Submit online or postmarked by <b>[PAO + 90 days]</b>
<b>ASK TO BE EXCLUDED (“OPT OUT”)</b>	<ul style="list-style-type: none"> <li>• Remove yourself from the Settlement Class and receive no payment</li> <li>• Keep your individual right to sue or continue to sue MasterCorp for the claims in this case</li> </ul>	Postmarked by <b>[PAO + 90 days]</b>
<b>OBJECT</b>	<ul style="list-style-type: none"> <li>• Tell the Court what you do not like about the Settlement — You will still be bound by the Settlement, and you may still file a claim</li> </ul>	Postmarked by <b>[PAO + 90 days]</b>
<b>ATTEND THE HEARING</b>	<ul style="list-style-type: none"> <li>• Ask to speak in Court about the Settlement — If you want your own attorney to represent you, you must pay for him or her yourself</li> <li>• File your Notice of Intent to Appear by <b>[PAO + 90 days]</b></li> </ul>	<b>Month x, 2024</b>
<b>DO NOTHING</b>	<ul style="list-style-type: none"> <li>• Receive no payment</li> <li>• Give up your right to sue or continue to sue MasterCorp for the claims in this case</li> </ul>	

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, [www.xxx.com](http://www.xxx.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 after the Court approves the Settlement.** Please be patient.

QUESTIONS? Visit [www.xxxx.com](http://www.xxxx.com) or call toll-free from the U.S. at [1-xxx-xxx-xxxx](tel:1-xxx-xxx-xxxx) or from Colombia at [xx-xxx-xxxx](tel:xx-xxx-xxxx)

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QUESTIONS? Visit [www.xxxx.com](http://www.xxxx.com) or  
call toll-free from the U.S. at [1-xxx-xxx-xxxx](tel:1-xxx-xxx-xxxx) or from Colombia at [xx-xxx-xxxx](tel:xx-xxx-xxxx)



## **BASIC INFORMATION**

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

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

The Court in charge of this case is the United States District Court for the Eastern District of Virginia. The case is called *Jane Doe, et al. v MasterCorp., Inc., Case No. x*. The Settlement is between Jane Doe, John Doe 1, and John Doe 2 (collectively “Plaintiffs”), on behalf of the proposed Settlement Class, and MasterCorp., Inc. (“MasterCorp” Or “Defendant”).

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

Plaintiffs claim that MasterCorp subjected Settlement Class Members to wrongful labor and immigration-related wrongful conduct in violation of 18 U.S. Code sections 1581 et seq. (“TVPRA”); failed to pay the workers all compensation due to them in violation of 29 U.S. Code sections 201 et seq. (“FLSA”) and the wage and hour laws of various states; engaged in discrimination on the basis of national origin in violation of federal and state anti-discrimination statutes; and committed common law fraud and negligence. The major claims in this lawsuit for which Plaintiffs are seeking relief on an individual and class basis are their claims asserting violations of TVPRA, discrimination on the basis of national origin, and their common law claims.

### **3. What is this a class action?**

In a class action, one or more people called Plaintiffs sue on behalf of people who have similar claims. All these people are a class or class members.

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

MasterCorp denies it has committed any wrongdoing or violated any state or federal law pertaining to wrongful labor or immigration-related wrongful conduct, payment of wages, hours of work, or earnings in any form, or discrimination on the basis of national origin. The Court has not decided who is right or wrong. Instead, the parties have agreed to the Settlement to avoid the risks, uncertainty, expense, and burden of further litigation. Plaintiffs and their attorneys think the Settlement is in the best interest of the Settlement Class and is fair, reasonable, and adequate.

## **WHO IS IN THE SETTLEMENT CLASS?**

### **5. Am I part of the Settlement Class?**

The Settlement Class includes all workers who are Colombian Nationals or of Colombian origin who were paid by Perennial Pete, LLC or one of its affiliated entities or companies, and who provided housekeeping services at resorts in the United States where MasterCorp was responsible for housekeeping services between March 19, 2021 and [the date of preliminary approval of the settlement].

QUESTIONS? Visit [www.xxxx.com](http://www.xxxx.com) or call toll-free from the U.S. at 1-xxx-xxx-xxxx or from Colombia at xx-xxx-xxxx

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

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement, visit [www.xxxx.com](http://www.xxxx.com), or call toll-free from the U.S. at 1-xxx-xxx-xxxx or from Colombia at xxx-xxx-xxxx.

**7. I am not sure I was authorized to work. Can I still participate?**

Yes. You can still participate as long as you submit a timely Claim Form online or postmarked by **[PAO + 90 days]**.

**SETTLEMENT BENEFITS – WHAT SETTLEMENT CLASS MEMBERS GET**

**8. What does the Settlement provide?**

If the Settlement is approved by the Court, MasterCorp will pay a Settlement Amount of **\$4,950,000** in U.S. dollars for:

1. Payments to Settlement Class Members who file a valid and timely claim;
2. Attorneys' fees and reasonable costs to Class Counsel (not to exceed one third of the Settlement Amount plus their reasonable costs);
3. Service awards to Plaintiffs (maximum amount of \$7,500 in U.S. dollars each);
4. Settlement administration and notice costs to the Settlement Administrator; and
5. Any applicable taxes.

Payments will be distributed equally among all Settlement Class Members who file a valid and timely claim.

**9. What can I get from the Settlement?**

Settlement Class Members who file a valid and timely claim will receive an equal share of the NET Settlement Amount. The NET Settlement Amount is the **\$4,950,000** Settlement Amount less attorneys' fees and reasonable costs, service awards, settlement administration costs, and any applicable taxes.

There are an estimated 205 Settlement Class Members. If all 205 file a claim, they will each receive 1/205 of the Net Settlement Amount. If fewer Class Members file a claim, payments will increase equally on a *pro rata* share. For example, if only 125 Settlement Class Members file a claim, each will receive 1/125 of the Net Settlement Amount. However, there is a cap. The maximum payment any Settlement Class Member can get is 5/205 of the Net Settlement Amount. Any remaining funds in the NET Settlement Amount will be distributed to St. Jude for undocumented-immigrant-related services.

**HOW TO GET A PAYMENT**

**10. How can I get a payment?**

To be eligible to receive a payment from the Settlement, you must complete and submit a timely Claim Form. The Claim Form can be obtained online at [www.xxx.com](http://www.xxx.com) or by writing the Settlement Administrator at the address listed below. All Claim Forms must be submitted online or postmarked by **[PAO + 90 days]**.

QUESTIONS? Visit [www.xxxx.com](http://www.xxxx.com) or call toll-free from the U.S. at 1-xxx-xxx-xxxx or from Colombia at xx-xxx-xxxx

MasterCorp Settlement  
c/o JND Legal Administration  
PO Box xxxxx  
Seattle WA 98111  
www.xxxx.com

If you do not submit a valid Claim Form by **[PAO + 90 days]**, you will not receive a payment, but you will be bound by the Court's judgment.

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

Payments will be made to Settlement Class Members who submit a valid and timely Claim Form after the Court grants "final approval" to the Settlement. 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.

**12. What am I giving up to receive a payment or stay 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 MasterCorp about the claims released in this Settlement. It also means that all the decisions by the Court will bind you. The Released Claims and Releasees are defined in the Settlement Agreement and describe the legal claims that you give up if you stay in the Settlement. The Settlement Agreement is available at [www.xxxx.com](http://www.xxxx.com).

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from the Settlement or you want to keep the right to sue or continue to sue MasterCorp 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.

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

To exclude yourself (or "Opt Out") from the Settlement, you must submit an Opt Out Letter. Your Opt Out Letter must include the following:

- Your name, current street address, and telephone number;
- **[Required information to establish the individual as a Settlement Class Member]**;
- A statement saying that you want to be excluded from the Settlement;
- The case name and number (*Jane Doe, et al. v MasterCorp., Inc., Case No. x*); and
- Your signature.

Your exclusion request must be postmarked by **[PAO + 90 days]** to:

**MasterCorp Settlement** – Exclusions  
c/o JND Legal Administration  
PO Box xxxxx  
Seattle, WA 98111

QUESTIONS? Visit [www.xxxx.com](http://www.xxxx.com) or  
call toll-free from the U.S. at **1-xxx-xxx-xxxx** or from Colombia at **xx-xxx-xxxx**

If you ask to be excluded from the Settlement, you will not get any payment from the Settlement, and you cannot object to that Settlement.

If you do not include the required information or timely submit your Opt Out Letter, you will remain a Settlement Class Member and will not be able to sue MasterCorp. about the claims in this lawsuit.

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

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

**15. If I exclude myself, can I still get a Settlement payment as part of this class action?**

No. You will not get money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits from the Settlement.

**THE LAWYERS REPRESENTING YOU**

**16. Do I need to hire my own lawyer?**

No. The Court has appointed Rachel Geman from Lieff, Cabraser, Heimann & Bernstein, LLP and Mark Hanna from Murphy Anderson PLLC as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How will the lawyers be paid?**

Class Counsel will file a motion seeking a fee award not to exceed one third of the Settlement Amount plus reasonable costs. Any attorney fee award is ultimately determined by the Court. Class Counsel's motion for fees and costs, and for Plaintiffs' service awards, will be available at [www.xxx.com](http://www.xxx.com) before [PAO + 52 days] so that you have an opportunity to comment on the motion.

**OBJECTING TO THE SETTLEMENT**

**18. How do I tell the Court if I do not like the Settlement?**

Any Settlement Class Member who does not timely and properly Opt Out of a Settlement may object to the proposed Settlement. Objections must be submitted in writing to the Settlement Administrator postmarked by **[PAO + 90 days]**.

The written objection must include:

- The case name and number (*Jane Doe, et al. v MasterCorp., Inc., Case No. x*);
- Your name, address, and telephone number;
- **Documents or testimony sufficient to establish your membership in the Settlement Class;**

QUESTIONS? Visit [www.xxx.com](http://www.xxx.com) or call toll-free from the U.S. at **1-xxx-xxx-xxxx** or from Colombia at **xx-xxx-xxxx**

- A detailed statement of your objection;
- Whether you are requesting the opportunity to appear and be heard at the Final Approval Hearing;
- The identity of all counsel (if any) representing you who will appear at the Final Approval Hearing;
- Copies of any papers, briefs, or other documents upon which your objection is based; and
- Your signature, in addition to the signature of your attorney (if any).

Your objection must be mailed postmarked by **[PAO + 90 days]** to:

**MasterCorp Settlement** – Objection  
c/o JND Legal Administration  
PO Box **xxxxx**  
Seattle, WA 98111

### **19. 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. 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 FINAL APPROVAL HEARING**

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

The Court will hold a Final Approval Hearing on **Month x, 2024 at x:xx x.m. ET at x.**

At the hearing, the Court will consider whether to give final approval to the Settlement and grant Class Counsel's request for attorneys' fees not to exceed one third of the Settlement Amount plus reasonable costs; service awards to Plaintiffs at a maximum amount of \$7,500 in U.S. dollars each; as well as reimbursement for expenses incurred for settlement administration, including notice and taxes.

### **21. Do I have to come to the hearing?**

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you 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 Settlement Administrator, the Court will consider it. You may also pay your own lawyer to attend.

### **22. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear." Your request must include your name, address, and telephone number, as well as the name, address, and telephone number of the person that will appear on your behalf, as well as copies of any papers, exhibits, or other evidence that you or your counsel will present to the Court in connection with

the Final Approval Hearing. Your request must be mailed to the Settlement Administrator postmarked by **[PAO + 90 days]**.

If you do not provide a Notice of Intention to Appear in complete accordance with the deadline and specifications provided above, you may not be allowed to speak or otherwise present any views at the Final Approval Hearing.

### **IF YOU DO NOTHING**

#### **23. What happens if I do nothing at all?**

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

### **GETTING MORE INFORMATION**

#### **24. How do I get more information?**

This notice summarizes the proposed Settlement. You can visit **www.xxxx.com** to review the complete settlement documents, papers, and pleadings filed in this litigation, or contact the Settlement Administrator for more information:

**MasterCorp** Settlement  
c/o JND Legal Administration  
PO Box **xxxxxx**  
Seattle WA 98111

**1-xxx-xxx-xxxx** (from U.S.)  
**xxx-xxx-xxxx** (from Colombia)

**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE**

QUESTIONS? Visit **www.xxxx.com** or  
call toll-free from the U.S. at **1-xxx-xxx-xxxx** or from Colombia at **xx-xxx-xxxx**

**- EXHIBIT G -**

## **MASTERCORP SETTLEMENT CLAIM FORM**

You may be eligible to receive a payment from the **\$4,950,000** USD Settlement if:

- ✓ You are a Colombian National or of Colombian origin;
- ✓ You were paid by Perennial Pete, LLC (“Perennial Pete’s”) or one of its affiliated entities or companies, including SM Cleaning Solutions Inc.; WD Cleaning Solutions Inc.; DM Cleaning Solutions Inc.; JM Cleaning Solutions Inc.; EV Cleaning Solutions Inc.; EM Cleaning Services and Solutions Inc.; SD Cleaning Services and Solutions Inc.; and
- ✓ You provided housekeeping services at resorts in the United States where MasterCorp was responsible for housekeeping between March 19, 2021 and [the date of preliminary approval].

**The easiest way to file is online at [www.XXXXX.com](http://www.XXXXX.com).**

***Para acceder este Formulario de Reclamación en español, junto con otra información importante acerca del Acuerdo, visite [www.XXXXX.com](http://www.XXXXX.com).***

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## **INSTRUCTIONS FOR COMPLETING THIS CLAIM FORM**

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1. Before completing this Claim Form, please review the Settlement Notice at [www.XXXXX.com](http://www.XXXXX.com).
2. Please complete all portions of Section A – Claimant Information.
3. Please complete as much as you can of Section B – Work Information.
4. Please complete Section C if you have documentation to support your filing.
5. Please complete and sign the Attestation at Section D.
6. **DEADLINE** – Your Claim Form must be mailed to the Settlement Administrator, or submitted online, by **[PAO + 90 days]**. Any claims postmarked or electronically submitted after **[PAO + 90 days]**, will not be eligible for a payment. If you are submitting your claim by mail, please send it to:

MasterCorp Settlement  
c/o JND Legal Administration  
PO Box [XXXXX](#)  
Seattle, WA 98111

7. **Privacy** – The information you provide in the Claim Form will not be shared with anyone other than the Settlement Administrator, the Court, and the Parties in this case. It will be used **only** for purposes of administering this settlement (such as to review a claim for completeness and accuracy).

Questions? Visit [www.xxxxx.com](http://www.xxxxx.com) or  
call toll-free from the U.S. at 1-[xxx-xxx-xxxx](#) or from Colombia at [xxx-xxx-xxxx](#)  
To view JND’s privacy policy, please visit <https://www.jndla.com/privacy-policy>



<b>SECTION A - CLAIMANT INFORMATION</b>		
<b>First Name</b>	<b>M.I.</b>	<b>Last Name</b>
<b>Current Address</b> <i>(Street, City, State, Postal Code, Country)</i>		
<b>Email Address</b>	<b>Phone Number</b>	
<p><b>Mark the box to choose your preferred method of payment:</b></p> <p><input type="checkbox"/> Payment via a Settlement Check (U.S. only) - <i>If selecting this option, please double-check that the <u>address information</u> above is correct and current.</i></p> <p><input type="checkbox"/> Payment via PayPal – <i>If selecting this option, please enter the <u>email address</u> associated with your PayPal account.</i></p> <p>PayPal Email: _____</p>		

<b>SECTION B - WORK INFORMATION</b>	
<p><b>Please complete the following information to the best of your knowledge.</b></p> <p><b>You do NOT need to have all of this information. Just put as much as you can.</b></p> <p><b>Claim Forms with more complete and accurate information are more likely to be approved and paid.</b></p>	
<b>Dates of employment:</b>	
<b>Name and location of each resort where you worked:</b>	
<b>Name of the company that issued your paystub:</b>	
<b>Name of your manager:</b>	
<b>Name of the person who recruited and/or hired you:</b>	
<b>Address where you lived while employed:</b>	

## SECTION C – EMPLOYMENT DOCUMENTATION

Please list below any document(s) you have to support your claim that you were paid by Perennial Pete's or one of its affiliated entities or companies and provided housekeeping services at resorts in the United States where MasterCorp was responsible for housekeeping between March 19, 2021 and [date of preliminary approval]. Documents that support your claim may include a copy of your paystub, travel documents, any communications from the person who hired you and/or your manager, including WhatsApp messages, and/or postmarked mail addressed to you at the address where you resided while employed.

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If you mail your Claim Form, please make sure to enclose copies of your documentation. Claim forms with Proof of Employment are more likely to be approved and paid.

## SECTION D – ATTESTATION

*By submitting this Claim Form and signing below, I hereby affirm that I am at least 18 years of age and that the information provided above, and any enclosed Proof of Employment, is true and correct to the best of my knowledge.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Your claim will be submitted to the Settlement Administrator for review. If you are eligible for a payment, and the proposed Settlement is approved, you will be provided payment in the manner requested above. This process takes time. Please be patient.

### Reminder Checklist:

- ✓ Please complete all the information requested above and sign the Claim Form.
- ✓ Enclose your Employment Documentation, if you have it, along with the Claim Form.
- ✓ Keep a copy of your Claim Form and supporting documentation for your records.
- ✓ Your claim must be submitted electronically or postmarked by [PAO + 90 days].
- ✓ Your claim must be submitted electronically at [www.xxxxx.com](http://www.xxxxx.com) or mailed to: MasterCorp Settlement, c/o JND Legal Administration, PO Box xxxxx, Seattle, WA 98111. The easiest way to file your claim is online.
- ✓ If you have any questions, please visit the website at [www.xxxxx.com](http://www.xxxxx.com) or call toll-free from the U.S. at 1-xxx-xxx-xxxx or from Colombia at xxx-xxx-xxxx.
- ✓ Please note that the Settlement Administrator may contact you to request additional information to validate your claim.