

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re PVC Pipe Antitrust Litigation

THIS DOCUMENT RELATES TO:

All Direct Purchaser Plaintiff Actions

Case No. 1:24-cv-07639

Hon. LaShonda A. Hunt

**DECLARATION OF GINA INTREPIDO-BOWDEN REGARDING
SETTLEMENT NOTICE PLAN**

I, Gina Intrepido-Bowden, hereby declare as follows:

1. I am a Vice President at JND Legal Administration (“JND”). I am a judicially 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. I submit this Declaration at the request of the Direct Purchaser Plaintiff (“DPP”) Interim Lead Counsel in the above-referenced action to describe the plan for providing notice of the settlement between Defendants Westlake Corporation and Westlake Pipe & Fittings Corporation (“Westlake”) (collectively with DPPs, the “Parties”) and the DPP Settlement Class (the “Notice Plan”) 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.

BACKGROUND AND EXPERIENCE

3. **Full-Service Provider.** JND is a leading legal administration services provider with offices throughout the United States and its headquarters in Seattle, Washington. JND has extensive experience with all aspects of legal administration and has administered hundreds of

class action matters. 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, peer to peer payment services like 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.

4. **Government Relationships.** JND is an approved vendor for the United States Securities and Exchange Commission ("SEC") and the Federal Trade Commission ("FTC") and holds long term contracts with both agencies. We are currently administering approximately thirty matters for the FTC and fifteen matters for the SEC, including the \$455 million *GTV Media Fair Fund*. We are an approved vendor for the Consumer Financial Protection Bureau and are currently working to distribute over \$1.8 billion to affected consumers in one of their matters. JND also routinely works on projects involving the Equal Employment Opportunity Commission, the Federal Deposit Insurance Corporation and the Office of the Comptroller of the Currency. We also have Master Services Agreements with various corporations and banks, which were awarded after we underwent rigorous reviews of our systems, privacy policies, and procedures. JND has been certified as SOC 2 Type 2 compliant by noted accounting firm Baker Tilly.¹

5. **Industry Recognition.** 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 national legal community for multiple consecutive years, and we were inducted into the *National Law Journal* Hall of Fame for having held this title for the fourth consecutive year.

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

6. **Northern District of Illinois Matters.** 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 prepares and implements court approved notice and administration campaigns throughout the United States, including several in this District: *Ahmed v. HSBC Bank USA, NA*, Case No. 15-cv-2057-FMO-SPx; *Allison v. Oak Street Health, Inc.*, Case No. 22-cv-00149; *Balmoral Home, Inc. v. CMK Healthcare Training Ctr., LLC*, Case No. 13-cv-03995; *Barrios v. City of Chicago*, Case No. 15-cv-02648; *Bartlett v. City of Chicago*, Case No. 15-cv-11899; *Flowers v. City of Chicago*, Case No. 18-cv-07003; *FTC v. AI Janitorial Supply Corp.*, Case No. 17-cv-07790; *FTC v. Career Educ. Corp.*, Case No. 19-cv-05739; *Gates v. City of Chicago*, Case No. 04-cv-02155; *In re: Akorn, Inc. Data Integrity Sec. Litig.*, Case, No. 18-cv-01713; *In re: Akorn, Inc. Sec. Litig.*, Case No. 15-cv-01944; *In re: Broiler Chicken Antitrust Litig.*, Case No. 16-cv-08637; *In re Kraft Heinz Sec. Litig.*, Case No. 19-cv-01339; *In re Local TV Advert. Antitrust Litig.*, Case No. 18-06785; *In re Navistar MaxxForce Engines Mktg., Sales Practices and Prods. Liab. Lit.*, Case No. 14-cv-10318; *Ivery v. RMH Illinois, LLC and RMH Franchise Holdings, Inc.*, Case No. 17-CIV-1619; *Johnson v. Yahoo!, Inc.*, Case No. 14- cv-02028; *Lippert v. Baldwin*, Case No. 10-cv-4603; *Meegan v. NFI Indus., Inc.*, Case No. 20-cv-00465; *Moehrl v. Nat'l Assoc. of Realtors*, Case No. 19-cv-01610-ARW; *Moss v. United Airlines*, Case No. 16-cv-08496; *Pickett v. Simos Insourcing Sols. Corp.*, Case No. 17-cv-01013; *Stephens v. C&K Trucking, LLC*, Case No. 20-cv-04305; *Thome v. NOVAtime Tech., Inc.*, Case No. 19-cv-06256; *Yates v. Checkers*, Case No. 17-cv-09219; as well as others. Of particular significance, JND designed and implemented the notice plan for the partial settlement with defendant Oil Price Information Service, LLC (OPIS) in this very matter. The Notice Plan that we are proposing here mirrors that program.

7. **Complex Matters.** JND has built its reputation handling large, complex matters effectively and efficiently. We were 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 of the 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 and sent direct notice. JND sent email notice twice to over 140 million class members, the interactive website received more than 130 million hits, and the call center was staffed with approximately 500 agents at the peak of call volume.

8. 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 notices 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, the various National Association of Realtors (“Realtors”) settlements totaling over \$1 billion thus far; and the recent \$1.5 billion Anthropic copyright settlement, as well as hundreds of other matters.

9. **Legal Notice Expertise.** 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 to potential class members through direct mail and email, our media campaigns 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. Our media campaigns are regularly approved by courts throughout the United States.

10. During my career, I have submitted declarations to courts throughout the country attesting to the creation and launch of various notice programs.

NOTICE PLAN OVERVIEW

11. The objective of the proposed Notice Plan is to provide the best notice practicable, consistent with the methods and tools employed in other court-approved notice programs and to allow DPP Settlement Class Members the opportunity to review a plain language notice and easily

take the next step to learn more about the proposed Settlement. The FJC's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* ("Checklist") considers a Notice Plan with a high reach (above 70%) to be effective.²

12. The DPP Settlement Class consists of all persons and entities who purchased PVC Pipe and/or Fittings in the United States **directly** from one or more of the Converter Defendants (or from any of the Converter Defendants' parents, predecessors, subsidiaries or affiliates) at any time between January 1, 2020 and March 31, 2026. Converter Defendants include: Atkore, Inc., Cantex Inc., Diamond Plastics Corporation, Prime Conduit, Inc., Sanderson Pipe Corporation, Southern Pipe, Inc., IPEX USA, LLC, J-M Manufacturing Company, Inc. d/b/a JM Eagle, National Pipe & Plastics, Inc., PipeLife Jet Stream, Inc., Otter Tail Corporation, Northern Pipe Products, Inc., Vinyltech Corporation, Westlake Corporation and Westlake Pipe & Fittings Corporation. Excluded from the DPP Settlement Class are Converter Defendants and their parents, predecessors, subsidiaries, and affiliates, and all federal government entities and instrumentalities of the federal government.

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

- a. CAFA Notice to appropriate state and federal officials;
- b. Direct notice to all known DPP Settlement Class Members for whom JND received contact information;
- c. Digital notice targeted specifically to potential DPP Settlement Class Members;
- d. A settlement website that will provide detailed information about the proposed Settlement, including a page with answers to frequently asked questions, contact information, key dates, links to important case documents including the Long Form Notice, attached as **Exhibit B**, and the Settlement Agreement; and

² Reach is the percentage of a specific population group exposed to a media vehicle or a combination of media vehicles containing a notice at least once over the course of a campaign. Reach factors out duplication, representing total different/net persons.

e. A toll-free number for the Settlement, which will include an interactive voice response (IVR), and post office box through which DPP Settlement Class Members may obtain more information about the proposed Settlement and request that the Long Form Notice be sent to them.

14. Based on my experience in developing and implementing settlement notice programs, I believe that a Notice Plan with these elements will provide the best notice practicable under the circumstances.

15. Each component of the proposed Notice Plan is described in more detail in the sections below.

CAFA NOTICE

16. JND will work with Counsel for Westlake 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

17. The Converter Defendants previously produced customer information to JND for the period of January 1, 2021 through May 16, 2025, pursuant to the July 16, 2025 Stipulation and Order Regarding Provision of Customer Information by Non-Settling Defendants to Effectuate Notice of Plaintiffs' Proposed Settlements with Defendant OPIS (ECF No. 358). In light of the expanded DPP Settlement Class period, it is my understanding that DPP Settlement Class Counsel will consult with the Converter Defendants to obtain the expanded customer information for use in effectuating notice.

18. Upon receipt of any additional DPP Settlement 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 class member data and safeguard against the risk of loss, misuse, unauthorized access, disclosure, or modification of the data.

19. Once the data is loaded, JND will identify any undeliverable addresses or duplicate records from the data and assign a unique identification number to each new DPP Settlement Class Member for tracking throughout the settlement administration process.

20. JND will mail the Long Form Notice to all DPP Settlement Class Members for whom a valid postal address is provided.

21. Prior to mailing notice, JND staff will update the collected addresses using the United States Postal Service (“USPS”) National Change of Address (“NCOA”) database.³ JND will track all notices returned undeliverable by the USPS and will promptly re-mail notices that are returned with a forwarding address.

22. Provided that Converter Defendants provide the requested DPP Settlement Class data, JND estimates that the direct notice effort will reach the vast majority of the DPP Settlement Class.

DIGITAL NOTICE

23. In addition, JND proposes a targeted digital effort that will serve 4.3 million digital impressions⁴ over four weeks through the leading digital network (Google Display Network - “GDN”) and the top business social platform (LinkedIn), as well as notice placements on a well-respected industry website (*PlasticNews.com*) and its eNewsletter (*Plastic News KickStart*).

24. The GDN effort will specifically target: (1) sites/articles/pages covering topics such as HVAC & Climate Control Plumbing, Water Filters & Purifiers, Industrial Handling & Processing Equipment, Fluid Handling, Plumbing Fixtures & Equipment, Construction & Maintenance; (2) audiences in-market for PVC, Pipe Materials, PVC Pipe & Fittings; or (3) users with an affinity for Plastic Tubing.

25. The LinkedIn activity will reach users: (1) employed at company/industries

³ 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.

⁴ 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.

including Specialty Trade Contractors, Building Construction, Civil Engineering, Wholesale Hardware/Plumbing/Heating Equipment, or Utility System Construction; (2) within member groups such as Pipes & Fittings Manufacturers, Plastic Granules or Pipes (HDPE, PVC, PP, LIDPE, ABS, PC); or (3) with skills such as Plumbing, PVC, Mechanical/Electrical/Plumbing (MEP).

26. *Plastic News* covers commercial, financial, legislative and market-related developments that affect plastic product manufacturers and their suppliers and customers. The notice placements on *PlasticNews.com* and in the *Plastic News KickStart* eNewsletter will reach thousands of viewers and subscribers.

27. The digital activity will be served across all devices, with an emphasis on mobile. The Summary Notices that will be placed with the digital platforms are attached as **Exhibit C**. They will include an embedded link to the settlement website, where DPP Settlement Class Members can receive more information about the proposed Settlement.

SETTLEMENT WEBSITE

28. JND will update and maintain the existing informational, interactive case-specific settlement website, www.pvcpipedirectclass.com, so that DPP Settlement Class Members may obtain more information about the proposed Westlake Settlement. The updated website 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. The website address will be prominently displayed in the Long Form Notice and accessible through the digital notices.

29. The settlement website 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 AND POST OFFICE BOX

30. JND will update and maintain the automated toll-free telephone line, 1-855-779-9069, so that DPP Settlement Class Members may call for information related to the proposed

Westlake Settlement.

31. JND will also create and maintain a dedicated post office box for this Settlement where DPP Settlement Class Members may send exclusion requests and other correspondence.

NOTICE DESIGN AND CONTENT

32. I have reviewed and provided input to the Parties on the Long Form Notice. In my opinion, the Long Form Notice is written in plain language and is consistent with documents other courts have determined comply with the requirements of Rule 23, the Due Process Clause of the United States Constitution, and the FJC's *Checklist*.

33. The Long Form Notice contains a plain and easy-to-read summary of the proposed Settlement and the options available to DPP Settlement Class Members. Additionally, it provides instructions on how to obtain more information about the proposed Settlement.

REACH

34. It is my understanding that contact information will likely be available for the vast majority of DPP Settlement Class Members. The digital effort will extend reach further. As a result, the anticipated reach is expected to meet that of other court approved programs and the 70% or above reach standard set forth by the FJC.⁵

⁵ The FJC's *Checklist* (2010), p. 3 states: "...the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%."

CONCLUSION

35. In my opinion, the Notice Plan described above provides the best notice practicable under the circumstances and is consistent with the requirements of Rule 23 and other similar court-approved notice programs. The Notice Plan is designed to provide DPP Settlement Class Members with the opportunity to review the notice and easily take next steps to learn more about the proposed Settlement.

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

Executed this 13th day of April 2026, in Stone Harbor, NJ



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 plain language notices in over 35 languages. Some notable cases in which Gina has been involved include:

- *Brach Family Found. v. AXA Equitable Life Ins. Co.*, a \$307.5 million COI 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 providing notice to class members via an extensive direct notice effort supplemented by a media campaign consisting of print, television, radio, internet, and more
- *In re Packaged Seafood Products Antitrust Litigation*, the \$152.2 million end purchaser settlements, involving two robust media programs, as well as the direct purchaser settlements, involving two extensive direct notice efforts
- *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 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
- *Senne v. Office of the Comm’r of Baseball*, a \$185 million settlement providing compensation to nearly 25,000 minor league baseball players
- *The National Association of Realtors Settlements*, involving multiple antitrust settlements with various realtors totaling over \$1 billion thus far
- *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 30 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*.

II

JUDICIAL RECOGNITION

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

1. Honorable Linda S. Jamieson, J.S.C.

Goldstein v. Houlihan/Lawrence Inc., (August 13, 2025)

No. 60767/2018 (N.Y. Super. Ct.):

At preliminary approval, the Court appointed JND Legal Administration ("JND") as the Settlement Administrator. (Dkt. 2307) . . . Now at the final approval stage, Plaintiffs submitted with their motion a declaration of Gina Intrepido-Bowden from JND summarizing the notice that was given to Settlement Class members and the resulting opt-outs and objections . . . As shown in the Intrepido-Bowden Declaration, the direct notice program was extremely successful, reaching more than 93% of the Settlement Class members . . . Based on the record, the Court finds that the notice given to the Settlement Class constituted the best notice practicable under the circumstances and fully satisfied the requirements of due process, CPLR § 908, and all applicable law.

2. Honorable Terrence G. Berg

Chapman v Gen. Motors, LLC, (May 6, 2025)

No. 19-CV-12333-TGB-DRG (E.D. Mich.):

The Settlement Claims Administrator, JND Legal Administration LLC ("JND"), also placed the Notice on the settlement website. The direct notice effort successfully delivered notice to 375,728 Class Members, or 96 percent of the known Class. The direct notice effort alone reached virtually all potential Class Members. The supplemental digital effort, internet search campaign, and press release further enhance that reach. Thus, notice has been given in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

3. Honorable Joseph H. Rodriguez

Cohen v. Subaru Corp., (July 11, 2024)

No. 20-cv-8442-JHR-AMD (D.N.J.):

The Court appoints JND Legal Administration as the Settlement Administrator ("Settlement Administrator")..The notices and Notice Program satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of due process.

4. Judge Stephen R. Bough

Burnett v. Nat'l Assoc. of Realtors - Partial Settlement with Nat'l Assoc. of Realtors, (November 27, 2024)

No. 19-CV-00332-SRB (W.D. Mo.):

At preliminary approval, the Court appointed JND Legal Administration ("JND") as the Settlement Administrator...As directed by the Court, JND implemented the Class Notice Plan. Notice was provided by first-class U.S. mail, electronic mail, and digital and print publication. As stated in that declaration, nearly 40 million direct notices were mailed or emailed to the Class. JND's digital notice effort delivered more than 300 million impressions. More than 500 news stories addressed the litigation and settlement, including full articles in outlets such as the ABC News, CBS News, NBC News, and the New York Times. The Court finds that the direct notice program was adequate and reached more than 99% of identified Settlement Class members.

5. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (November 22, 2024)

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

The EPPs again retained JND, an experienced and well-respected claims administrator. The Court previously approved JND as Claims Administrator for the COSI Settlement and to disseminate the Class Notice...The Settlement Notice Plan, approved by the Court's Preliminary Approval Order, was robust and provided the Settlement Class Notice (in various forms) to Settlement Class Members...The digital and print efforts alone reached more than 70% of potential Settlement Class Members and further extended by Mail Notice.

6. Judge Stephen R. Bough

Gibson v. The Nat'l Assoc. of Realtors, (November 4, 2024)

No. 23-cv-00788-SRB (W.D. Miss.):

At preliminary approval, the Court appointed JND Legal Administration ("JND") as the Settlement Administrator. As directed by the Court, JND implemented the Class Notice Plan. Notice was provided by first-class U.S. mail, electronic mail, and digital and print publication...the direct notice program was extremely successful and reached more than 97% of identified Settlement Class members. Nearly 40 million direct notices were mailed or emailed to the Class. JND's digital effort alone delivered more than 300 million impressions, and its press release was picked up at least 495 times with a potential audience of 113 million. In addition to the formal class notice process, and beyond the paid press release, more than 470 news stories addressed the litigation and settlement, including full articles in outlets such as the New York Times, USA Today, and CNN...Based on the record, the Court finds that the notice given to the Settlement Class constituted the best notice practicable under the circumstances and fully satisfied

the requirements of due process, Federal Rule of Civil Procedure 23, and all applicable law. The Court further finds that the notice given to the Settlement Class was adequate and reasonable.

7. Honorable Philip S. Gutierrez

Grey Fox, LLC v. Plains All Am. Pipeline, L.P., (September 17, 2024)

No. 16-cv-03157-PSG-JEM (C.D. Cal.):

The Court finds that the Notice set forth in Article XI of the Settlement Agreement, detailed in the Notice Plan attached to the Declaration of Gina Intrepido-Bowden of JND Legal Administration, and effectuated pursuant to the Preliminary Approval Order: (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.

8. Honorable Joanna Seybert

Natale v. 9199-4467 Quebec Inc., (May 14, 2024)

21-cv-6775-JS-SIL (E.D.N.Y.):

The Court further finds that the method of dissemination of notice to the Settlement Class...satisfies Rule 23, due process, and constitutes the best notice practicable under the circumstances...The Court appoints JND Legal Administration as the Settlement Administrator.

9. Honorable Philip S. Gutierrez

Grey Fox, LLC v. Plains All Am. Pipeline, L.P., (May 1, 2024)

No. 16-cv-03157-PSG-JEM (C.D. Cal.):

The Court appoints JND Legal Administration as Settlement Administrator and directs it to carry out all duties and responsibilities of the Settlement Administrator as specified in the Settlement Agreement Section VI (B) and herein...The Court approves, as to form and content, the class notices attached as Exhibits C, D, and E to the Agreement and Exhibits B, C, and D to the Declaration of Gina Intrepido-Bowden In Support of Motion for Preliminary Approval of Class Action Settlement and Direction of Notice ("Intrepido-Bowden Declaration").

10. Honorable Daniel J. Calabretta

Weiner v. Ocwen Fin. Corp., (March 28, 2024)

No. 14-cv-02597-DJC-DB (E.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 direct notice to Settlement Class Members via e-mail and/or mail to the extent practicable, the establishment of a settlement website, the establishment of a toll-free telephone helpline, and the notice provided via internet search platforms and other online advertisements, is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

11. Judge Barbara J. Rothstein

Moore v Robinhood Fin. LLC, (February 13, 2024)

No. 21-cv-01571-BJR (W.D. Wash.):

The Court appoints JND Legal Administration as the Settlement Administrator...The Court finds this manner of giving notice fully satisfies the requirements of Fed. R. Civ. P. 23 and due process, constitutes the best notice practicable under the circumstances, including its use of individual notice to all Settlement Class Members who can be identified with the available data and reasonable effort, and shall constitute due and sufficient notice to all persons entitled thereto.

12. Honorable Jon S. Tigar

Aberin v. Am. Honda Motor Co., Inc., (February 1, 2024)

No. 16-cv-04384-JST (N.D. Cal.):

The proposed Class Notice Program consists of (a) a mailed notice (“Class Notice,” attached as Exhibit 1 to Plaintiffs’ Preliminary Approval Motion), sent to the last known address of Settlement Class Members; (b) email follow-ups to each Settlement Class Member for whom email addresses are known; (c) a social-media component; (d) targeted notice based on search terms used by persons on Google; and (e) a website publication of the Settlement Agreement and Class Notice and other case-related documents at a public website with a domain name related to the action. With respect to such Class Notice Program, the Court finds that such Class Notice is fair and adequate. The Court further reaffirms its findings in support of the appointment of JND Legal Administration as Notice Administrator, ECF No. 326, and now appoints JND Legal Administration to serve as Settlement Notice Administrator.

13. Judge Stephen R. Bough

Burnett v. Nat’l Assoc. of Realtors - first round of settlements with Keller Williams, Anywhere, and RE/MAX, (May 9, 2024)

No. 19-CV-00332-SRB (W.D. Mo.):

At preliminary approval, the Court appointed JND Legal Administration (“JND”) as the Settlement Administrator. As directed by the Court, JND implemented the parties’ Class Notice Plan...Notice was provided by first-class U.S. mail, electronic mail, and digital and print publication...The media effort alone reached at least 71 percent of the Settlement Class members...Based on the record, the Court finds that the notice given to the Settlement Class constituted the best notice practicable under the circumstances and

fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23, and all applicable law. The Court further finds that the notice given to the Settlement Class was adequate and reasonable.

14. Judge Cormac J. Carney

Doe v. MindGeek USA Incorp., (January 26, 2024)

No. 21-cv-00338 (C.D. Cal.):

...the Court finds that the notice and plan satisfy the statutory and constitutional requirements because, given the nature and complexity of this case, “a multi-faceted notice plan is the best notice that is practicable under the circumstances.”

15. Honorable Jesse M. Furman

City of Philadelphia v. Bank of Am. Corp., (October 12, 2023)

No. 19-CV-1608 (JMF) (S.D.N.Y.):

The Court approves the form and contents of the Short-Form and Long-Form Notices (collectively, the “Notices”) attached as exhibits to the Intrepido-Bowden Declaration... In addition to directly mailing notice, JND will run digital ads targeting a custom audience using the Google Display Network (GDN) and LinkedIn in an effort to target likely Class Members...JND will cause the publication notice, attached as Exhibit F to the Intrepido-Bowden Declaration to be published in the Wall Street Journal and Investor’s Business Daily. JND will also cause an informational press release, attached as Exhibit G to the Intrepido-Bowden Declaration, to be distributed to approximately 11,000 media outlets nationwide.

16. Honorable David O. Carter

Gutierrez, Jr. v. Amplify Energy Corp., (September 14, 2023)

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

The Court finds that the Notice set forth in the Settlement Agreement, detailed in the Notice Plan attached to the Declaration of Gina Intrepido-Bowden of JND Legal Administration, and effectuated pursuant to the Preliminary Approval Order: (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.

17. Chief Judge Stephanie M. Rose

PHT Holding II LLC v. N. Am. Co. for Life and Health Ins., (August 25, 2023)

No. 18-CV-00368 (S.D. Iowa):

The Court appoints JND Legal Administration LLC (“JND”) as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), the Court directs that notice be provided

to Class Members through the Notices, attached as Exhibits B and C to the Declaration of Gina M. Intrepido-Bowden (“Intrepido-Bowden Declaration”), and through the notice program described in described in Section 4 of the Agreement and Paragraphs 15–20 and 31–37 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.

18. Judge Mary Kay Vyskocil

Advance Trust & Life Escrow Serv., LTA v. PHL Variable Ins. Co., (August 9, 2023)
No. 18-cv-03444 (MKV) (S.D.N.Y.):

The Court appoints JND Legal Administration LLC (“JND”), which is a competent firm, as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), 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 Paragraph 63 of the Agreement and Paragraphs 7-11 and 24-31 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.

19. Honorable Terrence G. Berg

Chapman v. Gen. Motors, LLC, (June 29, 2023)
No. 19-CV-12333-TGB-DRG (E.D. Mich.):

Pursuant to Federal Rules of Civil Procedure 23(c)(2)(B), the Court finds that the content, format, and method of disseminating Class Notice set forth in the Intrepido-Bowden Declaration, including the form and content of the proposed forms of Class Notice attached as Exhibits B (Short Form Notice), C (digital advertisements), and D (Long Form Notice) to the Intrepido-Bowden Declaration, is the best notice practicable under the circumstances and satisfies all legal requirements, including Federal Rule of Civil Procedure 23(c)(2)(B) and the Due Process Clause.

20. Honorable Jesse M. Furman

Brach Family Found. v. AXA Equitable Life Ins. Co., (June 22, 2023)
No. 16-cv-00740 (JMF) (S.D.N.Y.):

The Court appoints JND Legal Administration LLC (“JND”) a competent firm, as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), the Court directs that notice be provided to Class Members through the Notices, attached as Exhibits B-D to the Declaration of Gina M. Intrepido-Bowden (the “Intrepido-Bowden Declaration”), and

through the notice program described in Section 5 of the Agreement and Paragraphs 18-23 and 34-40 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 Classes and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

21. Honorable David O Carter

Gutierrez, Jr. v. Amplify Energy Corp., (June 16, 2023)

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

The Court appoints JND Legal Administration as the Settlement Administrator in this Action...The Court approves, as to form and content, the Direct Notices, Long Form Notices, and Email notices substantially in the forms attached as Exhibits B-J to the Declaration of Gina Intrepido-Bowden Regarding Proposed Shipping Defendants Settlement Notice Plan (“Intrepido-Bowden Declaration”).

22. Honorable Virginia M. Kendall

In re Local TV Advert. Antitrust Litig., (June 14, 2023)

MDL No. 2867 (N.D. Ill.):

JND Legal Administration is hereby appointed as the Settlement Administrator with respect to the CBS, Fox, Cox Entities, and ShareBuilders Settlements. The Court approves the proposed Notice Program, including the, Email Notice, Postcard Notice, Print Notice, Digital Notice, Long Form Notice and the Claim Form, attached to the Declaration of Gina M. Intrepido-Bowden as Exhibits B to G.

23. Honorable Daniel D. Domenico

Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co., (April 18, 2023)

No. 18-cv-01897-DDD-NYW (D. Colo.):

The Court appoints JND Legal Administration LLC (“JND”) a competent firm, as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), 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 Section 4 of the Agreement and Paragraphs 32-38 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.

24. 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 claims 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.

25. 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.

26. 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.

27. 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”).

28. 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.

29. 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).

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. Honorable James Ashford

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

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

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.

41. Judge Cecilia M. Altonaga

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

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

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.

42. Judge Joan A. Leonard

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

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

... 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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...

57. 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.

58. Judge Ann D. Montgomery

In re Uponor, 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.

59. 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.

60. 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.

61. 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.

62. 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.

63. 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. Jennifer Keough and Gina M. Intrepido-Bowden, *Simulated Engagement: Using AI-Generated Audiences to Strengthen Legal Notice Strategy*, law.com (2025).
2. 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).
3. 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).
4. Gina M. Intrepido, *Notice Experts May Help Resolve CAFA Removal Issues, Notification to Officials*, 6 CLASS ACTION LITIG. REP. 759 (2005).
5. 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).

V

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 & Plumbing, Inc. v. New York Life Ins. Co.</i>	16-cv-03588	S.D.N.Y.
<i>Aberin v. Am. Honda Motor Co., Inc.</i>	16-cv-04384-JST	N.D. Cal.
<i>Advance Trust & Life Escrow Serv., LTA v. PHL Variable Ins. Co.</i>	18-cv-03444 (MKV)	S.D.N.Y.
<i>Advance Trust & Life Escrow Serv., LTA v. ReliaStar Life Ins. Co.</i>	18-cv-2863-DWF-ECW	D. Minn.
<i>Advance Trust & 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. & Dominick's Finer Foods, Inc.</i>	00-L-9664	Ill. Cir. Ct.
<i>Banks v. R.C. Bigelow, Inc.</i>	20-cv-06208-DDP (RAOx)	C.D. Cal.
<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>Brach Family Found. v. AXA Equitable Life Ins. Co.</i>	16-cv-00740 (JMF)	S.D.N.Y.

CASE NAME	CASE NUMBER	LOCATION
<i>Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co.</i>	20-cv-240-DJN	E.D. Va.
<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>Burnett v. Nat'l Assoc. of Realtors</i>	19-CV-00332-SRB	W.D. Mo.
<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>Chapman v. Gen. Motors, LLC</i>	19-CV-12333-TGB-DRG	E.D. Mich.
<i>City of Philadelphia v. Bank of Am. Corp.</i>	19-CV-1608 (JMF)	S.D.N.Y.
<i>Cobb v. BSH Home Appliances Corp.</i>	10-cv-00711	C.D. Cal.
<i>Cohen v. Subaru Corp.</i>	20-cv-8442-JHR-AMD	D.N.J.
<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>Doe v. MasterCorp, Inc.</i>	24-cv-678	E.D. Va.
<i>Doe v. MindGeek USA Incorp.</i>	21-cv-00338	C.D. Cal.
<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>Duffy v. Mazda Motor of Am., Inc.</i>	24-cv-388-BJB	W.D. Ky.
<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>Express Freight Int'l v Hino Motors, LTD.</i>	22-cv-22483	S.D. Fla.

CASE NAME	CASE NUMBER	LOCATION
<i>First State Orthopaedics v. Concentra, Inc.</i>	05-CV-04951-AB	E.D. Pa.
<i>Fisher v. Virginia Electric & 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 & 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>Gagnon v. Gen. Motors of Canada Co. and Gen. Motors LLC</i>	500-06-000687-141 and 500-06-000729-158	Quebec Super. Ct.
<i>Gardner v. Stimson Lumber Co.</i>	00-2-17633-3SEA	Wash. Super. Ct.
<i>Gibson v. Nat'l Assoc. of Realtors</i>	23-cv-00788-SRB	W.D. Mo.
<i>Gifford v. Pets Global, Inc.</i>	21-cv-02136-CJC-MRW	C.D. Cal.
<i>Goldstein v. Houlihan/Lawrence Inc.</i>	60767/2018	N.Y. Super. Ct.
<i>Gordon v. Microsoft Corp.</i>	00-5994	D. Minn.
<i>Grays Harbor v. Carrier Corp.</i>	05-05437-RBL	W.D. Wash.
<i>Grey Fox, LLC v. Plains All Am. Pipeline, L.P.</i>	16-cv-03157-PSG-JEM	C.D. Cal.
<i>Griffin v. Dell Canada Inc.</i>	07-CV-325223D2	Ont. Super. Ct.
<i>Gunderson v. F.A. Richard & Assoc., Inc.</i>	2004-2417-D	La. 14 th 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 & 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 & 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.

CASE NAME	CASE NUMBER	LOCATION
<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 Gen. 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 Local TV Advert. Antitrust Litig.</i>	MDL No. 2867	N.D. Ill.
<i>In re Lupron Mktg. & 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.
<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 Ripple Labs Inc. Litig.</i>	18-cv-06753-PJH	N.D. Cal.
<i>In re Royal Ahold Sec. & "ERISA"</i>	03-md-01539	D. Md.
<i>In re Rust-Oleum Restore Mktg. Sales Practices & Prod. Liab. Litig.</i>	15-cv01364	N.D. Ill.
<i>In re Sears, Roebuck & 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.

CASE NAME	CASE NUMBER	LOCATION
<i>In re TransUnion Rental Screening Sol. Inc. FCRA Litig.</i>	20-md-02933-JPB	N.D. Ga.
<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 ZF-TRW Airbag Control Units Prod. Liab. Litig.</i>	19-ml-02905-JAK-JPR (MDL 2905 JAK)	C.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 & 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>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 & 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>Moehrl v. Nat'l Assoc. of Realtors</i>	19-cv-01610-ARW	N.D. Ill.
<i>Molina v. Intrust Bank, N.A.</i>	10-cv-3686	Ks. 18 th Jud. Dist. Ct.
<i>Moore v Robinhood Fin. LLC</i>	21-cv-01571-BJR	W. D. Wash.

CASE NAME	CASE NUMBER	LOCATION
<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>Natale v. 9199-4467 Quebec Inc., d/b/a Earth Rated</i>	21-cv-6775-JS-SIL	E.D.N.Y.
<i>Nature Guard Cement Roofing Shingles Cases</i>	J.C.C.P. No. 4215	Cal. Super. Ct.
<i>Newton v. R.C. Bigelow Inc.</i>	22-cv-5660	E.D.N.Y.
<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. Super. 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>Oberski v. Gen. Motors LLC and Gen. Motors of Canada Ltd.</i>	CV-14-502023-00CP	Ont. Super. Ct.
<i>Ocana v. Renew Fin. Holdings, Inc.</i>	BC701809	Cal. Super. Ct.
<i>Palace v. DaimlerChrysler</i>	01-CH-13168	Ill. Cir. Ct .
<i>Peek v. Microsoft Corp.</i>	CV-2006-2612	Ark. Cir. Ct.
<i>PHT Holding II LLC v. N. Am. Co. for Life and Health Ins.</i>	18-CV-00368	S.D. Iowa
<i>Plubell v. Merck & 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.
<i>Scott v. Blockbuster, Inc.</i>	D 162-535	136 th 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.

CASE NAME	CASE NUMBER	LOCATION
<i>Sidibe v. Sutter Health</i>	12-cv-4854-LB	N.D. Cal.
<i>Silverstein v. Genworth Life Ins. Co.</i>	23-cv-684	E.D. Va.
<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 & 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 th 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>Vance v. Mazda Motor of Am., Inc.</i>	01890-CJC-KES	C.D. Cal.
<i>Walker v. Rite Aid of PA, Inc.</i>	99-6210	Pa. C.P.
<i>Weiner v. Ocwen Fin. Corp.</i>	14-cv-02597-DJC-DB	E.D. Cal.
<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&H Seed Co.</i>	99-C-4984-A	La. 27 th 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 -

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

\$67 Million Class Action Settlement Reached with Westlake

If you purchased PVC Pipe and/or Fittings in the United States between January 1, 2020, and March 31, 2026, directly from any of the following companies, you may be affected:

**Atkore, Inc. (and subsidiaries/divisions Heritage Plastics, Inc., Allied Tube & Conduit Corp., Queen City Plastics, Inc. and Rocky Mountain Colby Plastics a/k/a RMCP, Inc. n/k/a Cor-Tek)
Cantex Inc.
Charlotte Pipe and Foundry Co.
Cresline Plastic Pipe Co.
Diamond Plastics Corporation
Prime Conduit, Inc.
Sanderson Pipe Corporation
Southern Pipe, Inc.
IPEX USA, LLC
J-M Manufacturing Company, Inc. d/b/a JM Eagle
National Pipe & Plastics, Inc.
Pipelife Jet Stream, Inc.
Otter Tail Corporation
Northern Pipe Products, Inc.
Vinyltech Corporation
Westlake Corporation
Westlake Pipe & Fittings Corporation**

A federal court authorized this Notice. This is not a solicitation from a lawyer or a claims filing service.

- You may be affected by a proposed settlement in a class action lawsuit called *In re PVC Pipe Antitrust Litigation*, Case No. 1:24-cv-07639, pending in the United States District Court for the Northern District of Illinois (the “Action”). The proposed settlement is a **partial** settlement because it includes only one group of defendants, Westlake Corporation and Westlake Pipe & Fittings Corporation (collectively, “Westlake”). The lawsuit is continuing against 15 Converter Defendants who have **not** settled. A settlement was previously reached with defendant Oil Price Information Service, LLC (“OPIS”). You may have received a notice about that settlement. This is a separate notice about an additional settlement in this litigation.
- Under the proposed settlement, Westlake has agreed to pay **\$67,000,000** to create a Settlement Fund for the benefit of DPP Settlement Class Members, in exchange for a release, including the release of any and all claims against Westlake and the Westlake Released Parties (as defined in the Settlement Agreement) relating in any way to the allegations in the Action, as set out in the Settlement Agreement.

Questions? Visit www.pvcpipedirectclass.com or call toll-free 1-855-779-9069

Westlake has also agreed to provide certain cooperation that may be useful to the DPPs in the continuing lawsuit against the non-settling Converter Defendants. The release of Westlake and the Westlake Released Parties does not include a release of any of the other Converter Defendants. The lawsuit is continuing against them.

- The Converter Defendants include the following manufacturers of PVC Pipe and/or Fittings: Atkore, Inc. (and subsidiaries/divisions Heritage Plastics, Inc., Allied Tube & Conduit Corp., Queen City Plastics, Inc. and Rocky Mountain Colby Plastics a/k/a RMCP, Inc. n/k/a Cor-Tek); Cantex Inc.; Charlotte Pipe and Foundry Co.; Cresline Plastic Pipe Co.; Diamond Plastics Corporation; Prime Conduit, Inc.; Sanderson Pipe Corporation; Southern Pipe, Inc.; IPEX USA, LLC; J-M Manufacturing Company, Inc. d/b/a JM Eagle; National Pipe & Plastics, Inc.; Pipelife Jet Stream, Inc.; Otter Tail Corporation; Northern Pipe Products, Inc.; Vinyltech Corporation; and Westlake.
- “PVC Pipe and/or Fittings” refers to pipe and fittings made in whole or in part with polyvinyl chloride.
- This Settlement is only on behalf of Direct Purchaser Plaintiffs Bill Wagner & Son, Inc., Vitolite Electric Sales Co., and Hodges Supply Company (“DPPs”) and the DPP Settlement Class. DPPs and the DPP Settlement Class are persons and entities who purchased PVC Pipe and/or Fittings *directly* from one or more of the Converter Defendants in the United States and its territories during the period between January 1, 2020 and March 31, 2026.
- Payments to eligible DPP Settlement Class Members will be distributed following the Court’s final approvals of the settlements with OPIS and Westlake. If you did not exclude yourself from the OPIS settlement and do not exclude yourself from this Settlement, you will be eligible to receive payments from **both** settlements. If you exclude yourself from one of the settlements, you will **not** be eligible to receive a payment from that settlement. Please visit www.pvcpipedirectclass.com for updates.
- The proposed settlement with Westlake (the “Settlement”) relates to a class action lawsuit brought on behalf of *direct* purchasers of PVC Pipe and/or Fittings. This includes all persons or entities that purchased PVC Pipe and/or Fittings *directly* from one or more of the named Converter Defendants during the time period between January 1, 2020 and March 31, 2026. There is also a lawsuit pending in the same Court on behalf of *indirect* purchasers. This proposed Settlement applies only to *direct* purchases of PVC Pipe and/or Fittings from the Converter Defendants and does **not** apply to any *indirect* purchases of PVC Pipe or Fittings.
- DPPs allege that, as of January 1, 2020 and continuing until at least March 31, 2026, Defendants engaged in a conspiracy to inflate prices of PVC Pipe and/or Fittings in the United States, that Defendants broke the law and as a result DPP Settlement Class Members paid more for PVC Pipe and/or Fittings than they otherwise would have. The Court has not decided who is right.
- If the Court approves the Settlement, it will resolve the claims in the Action against Westlake only. It will also release any and all claims against Westlake and the Westlake Released Parties relating in any way to the allegations in the Action, as set out in the Settlement Agreement.
- **Your legal rights will be affected whether or not you act.**
- Your rights and options – **and the deadlines to exercise them** – are explained in this Notice, along with information about the lawsuit and proposed Settlement. Please read the entire Notice carefully.

Questions? Visit www.pvcpipedirectclass.com or call toll-free 1-855-779-9069

Your Legal Rights and Options		
DO NOTHING	<ul style="list-style-type: none"> • Stay in the DPP Settlement Class • If the Court approves the proposed Settlement, you may be eligible for a payment. The Settlement Fund will be combined with the OPIS settlement fund for a distribution to DPP Settlement Class Members after the Court has given final approval of the OPIS settlement and this proposed Settlement. • Give up your right to separately sue or continue to sue Westlake and the Westlake Released Parties for any and all claims relating in any way to the allegations in the Action, as set out in the Settlement Agreement (See Question x) 	None
GO TO THE COURT'S HEARING	<ul style="list-style-type: none"> • Ask the Court for permission to speak about the fairness of the proposed Settlement (See Question x) 	Month x, 202x
OBJECT TO THE SETTLEMENT	<ul style="list-style-type: none"> • Stay in the DPP Settlement Class, but write to the Court about why you don't like the proposed Settlement (See Question x) 	Postmarked by Month x, 2026
EXCLUDE YOURSELF ("OPT OUT")	<ul style="list-style-type: none"> • Remove yourself from the proposed Settlement • Get no payment from the proposed Settlement • Keep your right to separately sue or continue to sue Westlake and the Westlake Released Parties for the claims described in the Settlement Agreement (See Question x) 	Postmarked by Month x, 2026

Questions? Visit www.pvcpipedirectclass.com or call toll-free 1-855-779-9069

What this Notice Contains

BASIC INFORMATION PAGE 5

- 1. Why did I get this Notice?
- 2. What is this lawsuit about?
- 3. Who are the Defendants?
- 4. Why is this a class action?
- 5. Why is there a proposed Settlement with Westlake?

THE DPP SETTLEMENT CLASS PAGE 6

- 6. Am I part of the DPP Settlement Class?
- 7. I bought PVC Pipe and/or Fittings during the timeframe. Am I a DPP Settlement Class Member?
- 8. I'm still not sure if I am included.

THE BENEFITS OF THE PROPOSED SETTLEMENT PAGE 6

- 9. What does the proposed Settlement provide?
- 10. When will I get my payment?
- 11. What am I giving up by staying in the proposed Settlement?

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT PAGE 7

- 12. How do I get out of the proposed Settlement?
- 13. If I exclude myself, can I get money from the proposed Settlement?

THE LAWYERS REPRESENTING YOU PAGE 8

- 14. Do I have a lawyer in this case?
- 15. How will the lawyers be paid?

OBJECTING TO THE PROPOSED SETTLEMENT PAGE 9

- 16. How do I tell the Court that I do not like the proposed Settlement?
- 17. What's the difference between objecting and excluding?

THE COURT'S FAIRNESS HEARING PAGE 10

- 18. When and where will the Court decide whether to approve the proposed Settlement?
- 19. Do I have to come to the hearing?
- 20. May I speak at the hearing?

IF YOU DO NOTHING PAGE 11

- 21. What happens if I do nothing at all?

GETTING MORE INFORMATION PAGE 11

- 22. How can I get more information?

Questions? Visit www.pvcpipedirectclass.com or call toll-free 1-855-779-9069

Basic Information

1. Why did I get this Notice?

You received this Notice because you or your company may have purchased PVC Pipe and/or Fittings **directly** from one or more of the Converter Defendants between January 1, 2020 and March 31, 2026.

The Court has directed that this Notice be sent to you because, as a possible DPP Settlement Class Member, you have the right to know about the proposed Settlement and your rights and options before the Court decides whether to approve the proposed Settlement.

This Notice explains the lawsuit, the proposed partial Settlement, and your legal rights.

U.S. District Judge the Honorable LaShonda A. Hunt of the U.S. District Court for the Northern District of Illinois in Chicago, Illinois, is the judge overseeing this class action. The case is called *In re PVC Pipe Antitrust Litigation*, Case No. 1:24-cv-07639. The people who sued are called Plaintiffs, and the companies they sued are called Defendants. The only Defendants that have settled the lawsuit brought by the direct purchasers are OPIS, for which the Final Approval hearing is scheduled for June 3, 2026, and Westlake. The lawsuit is continuing against the other Converter Defendants.

2. What is this lawsuit about?

The lawsuit alleges that Defendants conspired to fix, raise, maintain, and stabilize the price of PVC Pipe and/or Fittings starting as early as January 1, 2020 and continuing until at least March 31, 2026, and that Class Members paid higher prices for PVC Pipe and/or Fittings as a result. The Court has not decided who is right.

DPPs have reached a proposed Settlement with Westlake. While Westlake does not concede or admit liability for DPPs' allegations, it has agreed to settle this action to avoid the uncertainties and risks of further litigation. The lawsuit is proceeding against the other Converter Defendants.

3. Who are the Defendants?

Westlake and the other Converter Defendants are collectively called Converter Defendants. The Converter Defendants are: Atkore, Inc. (and subsidiaries/divisions/affiliates Atkore International, Inc., Heritage Plastics, Inc., Allied Tube & Conduit Corp., Queen City Plastics, Inc., Rocky Mountain Colby Plastics a/k/a RMCP, Inc. n/k/a Cor-Tek, and Ridgeline Pipe Manufacturing), Cantex Inc., Diamond Plastics Corporation, Prime Conduit, Inc., Sanderson Pipe Corporation, Southern Pipe, Inc., Charlotte Pipe & Foundry Co., Cresline Plastic Pipe Co., Inc., IPEX USA, LLC (and subsidiaries/divisions Silver-Line Plastics LLC and Multi Fittings Corporation), J-M Manufacturing Company, Inc. d/b/a JM Eagle, National Pipe & Plastics, Inc., Pipelife Jet Stream, Inc., Otter Tail Corporation, Northern Pipe Products, Inc., Vinyltech Corporation, and Westlake. OPIS is also a Defendant but as set forth above, DPPs have settled with OPIS.

4. Why is this a class action?

In a class action, one or more individuals or entities called class representative sue on behalf of others who have similar claims, all of whom together are a "class." Individual class members do not have to file a lawsuit to participate in the class action settlement. One court resolves the settlement-related issues for all class members, *except* for those who exclude themselves from the settlement.

Questions? Visit www.pvcpipedirectclass.com or call toll-free 1-855-779-9069

5. Why is there a proposed Settlement with Westlake?

The Court did not decide in favor of DPPs or Westlake. Instead, both sides agreed to the proposed Settlement to avoid the cost and risk of continued litigation and a trial. The proposed Settlement does not mean that any law was broken or that Westlake did anything wrong. DPPs and their counsel believe the proposed Settlement is the best result for all DPP Settlement Class Members. The lawsuit is continuing against the remaining non-settling Converter Defendants.

The DPP Settlement Class

6. Am I part of the DPP Settlement Class?

You are a DPP Settlement Class Member if you or your company purchased PVC Pipe and/or Fittings in the United States and its territories **directly** from one or more of the Converter Defendants (or from any of the Converter Defendants' parents, predecessors, subsidiaries, or affiliates) at any time from January 1, 2020 through March 31, 2026.

Converter Defendants, and their parents, predecessors, subsidiaries, and affiliates, and all federal government entities and instrumentalities of the federal government are excluded from the DPP Settlement Class.

7. I bought PVC Pipe and/or Fittings during the timeframe. Am I a DPP Settlement Class Member?

Not necessarily. You are only a DPP Settlement Class Member if you bought PVC Pipe and/or Fittings during the time period **directly** from one of the Converter Defendants.

8. I'm still not sure if I am included.

If you are still not sure if you are a DPP Settlement Class Member, please review the detailed case information at www.pvcpipedirectclass.com. You may also call the Settlement Administrator at 1-855-779-9069.

The Benefits of the Proposed Settlement

9. What does the proposed Settlement provide?

Under the proposed Settlement, Westlake has agreed to pay Sixty-Seven Million Dollars (**\$67,000,000**) in cash (the "Settlement Fund") in exchange for a release of any and all claims against Westlake and the Westlake Released Parties relating in any way to the allegations in the Action, as set out in the Settlement Agreement. If the Court approves the proposed Settlement, proceeds from the Settlement Fund (along with proceeds from the OPIS settlement fund) will be distributed to eligible DPP Settlement Class Members. Payments will be sent after deducting notice and administration costs (up to \$250,000), and attorneys' fees, expenses and service awards to DPPs, if awarded by the Court, from the Settlement Funds. You will receive notice of any future application for attorneys' fees or reimbursement of expenses.

Questions? Visit www.pvcpipedirectclass.com or call toll-free 1-855-779-9069

Westlake will also provide substantial cooperation to DPPs in the continuing lawsuit against the non-settling Converter Defendants. Details about the cooperation are in the Settlement Agreement available at

10. When will I get my payment?

www.pvcpipedirectclass.com.

Payments from the Settlement Fund will **not** be sent to Class Members at this time. But if you are a DPP Settlement Class Member and you don't exclude yourself, you will be eligible to receive a payment at a later date after the Court gives final approval to the OPIS and Westlake settlements. This could take time. Please be patient. If you exclude yourself from the proposed Settlement, you will **not** be eligible to get a payment from the proposed Settlement.

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

Unless you exclude yourself from the proposed Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Westlake or the Westlake Released Parties for any claims relating in any way to the legal or factual issues in the Action. All the Court's orders will apply to you and legally bind you. As set forth in the Settlement Agreement which is available on the settlement website, the release includes but is not limited to claims you had, have, or may have arising under any federal or state antitrust, unfair competition, unfair practices, consumer protection, unjust enrichment, price discrimination, unitary pricing, or trade practice law, whether known or unknown.

The Settlement Agreement provides that Westlake will pay Sixty-Seven Million Dollars (\$67,000,000) and cooperate in the continuing lawsuit against the other Converter Defendants in exchange for a release of claims by DPP Settlement Class Members against Westlake, together with any and all of its past, present, and future, direct and indirect, corporate parents (including holding companies), owners, equity holders, shareholders, subsidiaries, divisions, departments, and related entities and other representatives and individuals, as set forth in the Settlement Agreement which is accessible on the settlement website (the "Westlake Released Parties"). The Settlement Agreement, however, does **not** release claims arising in the ordinary course of business under Article 2 of the Uniform Commercial Code pertaining to sales other than claims based in whole or in part on any of the Released Claims or for negligence, breach of contract, bailment, failure to deliver, lost goods, damaged or delayed goods, breach of warranty, or product liability claims, other than claims based in whole or in part on any of the Released Claims. In addition, the Settlement Agreement does not release claims based solely for the indirect purchase of PVCs and Fittings or any claims against the remaining non-settling Converter Defendants.

Broadly speaking, the Settlement Agreement completely releases, acquits, and forever discharges Westlake and the Westlake Released Parties from any claims arising at any time prior to March 26, 2026 (the date the Settlement Agreement was signed) that are related in any way to the claims alleged in *In re PVC Pipe Antitrust Litigation*.

The Settlement Agreement is available at www.pvcpipedirectclass.com. It fully describes the legal claims that you give up if you do nothing and stay in the DPP Settlement Class.

Excluding Yourself from the Proposed Settlement

If you want to keep the right to sue Westlake or the Westlake Released Parties on your own for the claims being released in this Settlement, then you **must** take steps to exclude yourself from, or "opt out" of, the proposed Settlement. If you opt out and the Court approves the proposed Settlement, you will **not** get a payment from the Westlake Settlement.

Questions? Visit www.pvcpipedirectclass.com or call toll-free 1-855-779-9069

12. How do I get out of the proposed Settlement?

To exclude yourself from or “opt out” of the proposed Settlement, you must mail a letter with the following information:

- A statement indicating that you want to be excluded from the proposed Westlake Settlement in *In re PVC Pipe Antitrust Litigation*, Case No. 1:24-cv-07639; and
- The name (including any formerly known names, doing business as names, etc.), address, telephone number, and signature of the person or entity seeking exclusion.

Exclusion requests can only be made by an individual or individual entity on behalf of themselves (and subsidiaries) and personally signed by each individual person or entity requesting exclusion.

Your exclusion letter must be postmarked by **Month x, 2026** and mailed to:

PVC Pipe Direct Purchaser Settlement – WESTLAKE EXCLUSIONS
c/o JND Legal Administration
PO Box **xxxx**
Seattle, WA 98111

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

If you do not request to be excluded from the proposed Settlement and the proposed Settlement is approved by the Court, you may be entitled to a payment from the Settlement Fund. If you have a pending lawsuit against Westlake or the Westlake Released Parties involving the same allegations or claims involved in this case, speak to your lawyer in that case immediately. You must exclude yourself from the proposed Settlement in order to bring your own lawsuit against Westlake or the Westlake Released Parties involving such claims.

13. If I exclude myself, can I get money from the proposed Settlement?

No. If you exclude yourself from, or “opt out” of, the proposed Settlement, you will not be able to get money from the proposed Settlement.

The Lawyers Representing You

14. Do I have a lawyer in this case?

Yes. The Court has appointed the law firm of Kaplan Fox & Kilsheimer, LLP (“Interim Lead Counsel”) to represent the DPP Settlement Class on an interim basis and for purposes of the proposed Settlement. If you want your own lawyer to represent you and appear in Court for you concerning the proposed Settlement, you may hire one at your own expense. If you wish to exclude yourself from the proposed Settlement and pursue your own lawsuit against Westlake, you may need to hire your own lawyer.

Questions? Visit www.pvcpipedirectclass.com or call toll-free 1-855-779-9069

15. How will the lawyers be paid?

You are not personally responsible for any payment of attorneys' fees or for reimbursement of expenses incurred or paid by Interim Lead Counsel. Interim Lead Counsel is not asking at this time to be paid from the Settlement Fund. At a later date, Interim Lead Counsel will ask the Court to approve a payment from the Settlement Fund for fees, reimbursement of expenses and a service award for the named DPPs. You will be provided notice of such request and given an opportunity to object to such request.

Objecting to the Proposed Settlement

16. How do I tell the Court that I don't like the proposed Settlement?

If you stay in the DPP Settlement Class, you can object to the proposed Settlement if you do not like any part of it. The Court will consider your views, but the proposed Settlement may still be approved in spite of your objection.

To object, you must mail a letter that includes the following:

- A statement indicating that you object to the proposed Westlake Settlement in *In re PVC Pipe Antitrust Litigation*, Case No. 1:24-cv-07639;
- The name (including any formerly known names, doing business as names, etc.), address, telephone number, and signature of the person filing the objection (or their counsel's signature);
- The reasons you object, and any legal authority;
- The names of the attorneys that represent you, if any;
- Proof of your membership in the DPP Settlement Class, such as an invoice showing that you purchased PVC Pipe and/or Fittings directly from one or more Converter Defendants between January 1, 2020 and March 31, 2026, or otherwise satisfy the definition in answer to **Question x**; and
- A statement of whether you or your counsel intend to appear at the Fairness Hearing, and the identity of any witness that you will call to testify in support of your objection.

You must mail your objection postmarked by **Month x, 2026**, to:

The Court:

Clerk of Court
United States District Court for
the Northern District of Illinois
Everett McKinley Dirksen
United States Courthouse
219 South Dearborn Street
Chicago, IL 60604

Interim Lead Counsel:

Robert N. Kaplan
Matthew P. McCahill
KAPLAN FOX &
KILSHEIMER LLP
800 Third Avenue, 38th Floor
New York, New York 10022
rkaplan@kaplanfox.com
mmccahill@kaplanfox.com

Westlake Counsel:

William R. H. Merrill
James T. Southwick
Elizabeth B. Hadaway
SUSMAN GODFREY LLP
1000 Louisiana Street, Suite 5100
Houston, Texas 77002-5096
bmerrill@susmangodfrey.com
jsouthwick@susmangodfrey.com
ehadaway@susmangodfrey.com

Questions? Visit www.pvcpipedirectclass.com or call toll-free 1-855-779-9069

17. What's the difference between objecting and excluding?

“Objecting” is simply telling the Court that you do not like something about the proposed Settlement. You can object only if you don't exclude yourself from the DPP Settlement Class. “Excluding” yourself means that you are removing yourself from the DPP Settlement Class and you will **not** get a payment from the Settlement Fund. If you exclude yourself from or “opt out” of the DPP Settlement Class, you have no right to object to the proposed Settlement because it no longer affects you.

The Court's Fairness Hearing

The Court will hold a fairness hearing to decide whether to approve the proposed Settlement. You may, but need not, attend the hearing. If you do attend the hearing, you may ask the Court's permission to speak (see Question x), but you do not have to participate.

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

The Court will hold a Fairness Hearing at x:xx x.m. CT on **Month x, 2026**, at the United States District Court for the Northern District of Illinois, **Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604, Courtroom #x.** The hearing may be moved to a different date or time without additional notice, so check www.pvcpipeirectclass.com before making travel plans. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will listen to DPP Settlement Class Members who have asked to speak at the hearing. If there are objections or comments, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the proposed Settlement. We do not know how long the Court will take to decide.

19. Do I have to come to the hearing?

No. Interim Lead Counsel will answer any questions the Court may have. However, you are welcome to come at your own expense. If you send an objection to the proposed Settlement, you do not have to come to the Fairness Hearing to explain it. As long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend and speak (or not) at the hearing on your behalf, but it is not required.

20. May I speak at the hearing?

Yes. If you did not exclude yourself from the DPP Settlement Class, you may ask the Court for permission for you or your own attorney to speak at the Fairness Hearing, at your own expense. To do so, you must send a letter stating the following:

- “Notice of Intention to Appear *In re PVC Pipe Antitrust Litigation*, Case No. 1:24-cv-07639;”
- The position you will take at the hearing and the reasons for your position;
- Your name, address, telephone number, your signature; and
- Proof of your membership in the DPP Settlement Class, such as invoices showing that you directly purchased PVC Pipe and/or Fittings from one or more Converter Defendants between January 1, 2020 and March 31, 2026, or proof that otherwise satisfies the definition in Question x.

Questions? Visit www.pvcpipeirectclass.com or call toll-free 1-855-779-9069

Your Notice of Intention to Appear must be postmarked by **Month x, 2026** and mailed to:

The Court:

Clerk of Court
United States District Court for
the Northern District of Illinois
Everett McKinley Dirksen
United States Courthouse
219 South Dearborn Street
Chicago, IL 60604

Interim Lead Counsel:

Robert N. Kaplan
Matthew P. McCahill
KAPLAN FOX &
KILSHEIMER LLP
800 Third Avenue, 38th Floor
New York, New York 10022

Westlake Counsel:

William R. H. Merrill
James T. Southwick
Elizabeth B. Hadaway
SUSMAN GODFREY LLP
1000 Louisiana Street,
Suite 5100
Houston, Texas 77002-5096

If You Do Nothing

21. What happens if I do nothing at all?

If you do nothing, you will remain a DPP Settlement Class Member and be eligible to get a payment from the proposed Settlement (if approved by the Court), as well as payments from future settlements or recoveries in the continuing lawsuit against other Converter Defendants. If the Court approves the Settlement, you will release any and all claims against Westlake and the Westlake Released Parties that in any way relate to the allegations in the Action, including but not limited to claims arising under any federal or state antitrust, unfair competition, unfair practices, consumer protection, unjust enrichment, price discrimination, unitary pricing, or trade practice law, whether such claims are known or unknown, foreseen or unforeseen, suspected or unsuspected, or asserted or unasserted, from the beginning of the world up to March 26, 2026 (the date the Settlement Agreement was signed).

Getting More Information

22. How do I get more information?

This Notice summarizes the proposed Settlement. For more detailed information, visit www.pvcpipedirectclass.com or call 1-855-779-9069.

DATED: **Month x, 2026**

The Honorable LaShonda A. Hunt

Questions? Visit www.pvcpipedirectclass.com or call toll-free 1-855-779-9069

- EXHIBIT C -

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\$67 Million Class Action Settlement
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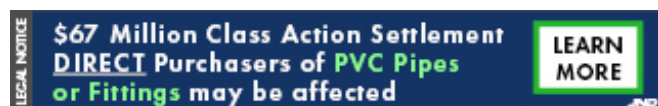
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Did you purchase PVC Pipes or Fittings directly from the manufacturer between January 1, 2020 and March 31, 2026?

\$67 Million Class Action Settlement
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Your rights and options may be affected by a class action settlement

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\$67 Million Class Action Settlement
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Your rights and options may be affected by a class action settlement

Did you purchase PVC Pipes or Fittings directly from the manufacturer between January 1, 2020 and March 31, 2026?




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\$67 Million Class Action Settlement

DIRECT Purchasers of **PVC Pipes** or **Fittings** may be affected

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