

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

IN RE AUTOMATIC CARD SHUFFLERS
LITIGATION

Case No. 1:21-cv-01798

Judge John F. Kness

**MEMORANDUM IN SUPPORT OF PLAINTIFFS' AGREED MOTION FOR
APPROVAL OF PROPOSED CLASS NOTICE PLAN**

I. INTRODUCTION

On March 31, 2026, the Court granted Plaintiff Casino Queen, LLC d/b/a DraftKings at Casino Queen and Plaintiff Casino Queen Marquette, LLC d/b/a Bally's Marquette ("Plaintiffs") motion for class certification. Memorandum Opinion and Order at 2, 56-57, ECF No. 210 ("Class Certification Order"). Plaintiffs now seek approval of their proposed Class Notice Plan. The proposed multi-method Notice Plan includes direct-mailed plain language notices to the class members, notice published in a media publication often perused by class members, and an informational website and toll-free telephone line to communicate with class members. As described in this memorandum, the proposed notices and Notice Plan exceed the requirements for notice under Rule 23 of the Federal Rules of Civil Procedure and accordingly should be approved. Plaintiffs have provided Defendants Light and Wonder, Inc. and LNW Gaming, Inc. ("Defendants") with an opportunity to review and comment on Plaintiffs' proposed Notice Plan and Defendants do not object to it.

II. ARGUMENT

A. The Court Should Approve the Proposed Notice Plan.

Plaintiffs' proposed Notice Plan comports with due process and provides reasonable notice to known and reasonably identifiable members of the Certified Class pursuant to Rule 23. Specifically, Plaintiffs' proposed notice is fairly balanced, easy to read, and satisfies all of Rule 23's content requirements. Plaintiffs' proposed notice plan is also tailored to this class action, thereby providing the best notice practicable under the circumstances. Plaintiffs respectfully request that the Court exercise its discretion to approve the proposed Notice Plan for notifying the Certified Class. *See Mangone v. First USA Bank*, 206 F.R.D. 222, 231 (S.D. Ill. 2001) ("[T]he form and content of the class notice are committed to the sound discretion of the court.").

1. Plaintiffs' Proposed Notice Satisfies Rule 23's Content Requirements.

The Court certified a class under Rules 23(b)(2) (injunctive relief) and 23(b)(3) (damages). For a class certified under Rule 23(b)(2), “the court *may* direct appropriate notice to the class.” Fed. R. Civ. P. 23(c)(2)(A) (emphasis added). Rule 23(b)(2) “does not require that class members be given notice and opt out rights.” *Wal-Mart Stores, Inc. v. Dukes, Inc.*, 564 U.S. 338, 363 (2011); *see also In re Allstate Ins. Co.*, 400 F.3d 505, 506 (7th Cir. 2005) (“*Allstate*”) (“A Rule 23(b)(2) class action does not require giving class members notice of the suit and a chance to opt out of it and bring their own, individual suits.”). Accordingly, Plaintiffs’ proposed Notice Plan includes notice to the Rule 23(b)(2) class, but does not allow class members to opt out of any injunctive relief that might be ultimately awarded by the Court. *See Intrepido-Bowden Decl.*, Exs. B-D. The Rule 23(b)(2) class does not require an opportunity to opt out because “declaratory or injunctive relief will usually have the same effect on all the members of the class as individual suits.” *Allstate*, 400 F.3d at 506. Consequently, Plaintiffs’ proposed Notice Plan, allowing for notice to the Rule 23(b)(2) class, but not opt out opportunities, satisfies Rule 23 and due process protections.

Unlike Rule 23(b)(2) classes, Rule 23 does require notice and the opportunity to opt out of the class for Rule 23(b)(3) classes. *See Fed. R. Civ. P. 23(c)(2)(B); Allstate*, 400 F.3d at 506. Notice for Rule 23(b)(3) classes must include:

- (i) the nature of the action;
- (ii) the definition of the class certified;
- (iii) the class claims, issues, or defenses;
- (iv) that a class member may enter an appearance through an attorney if the member so desires;
- (v) that the court will exclude from the class any member who requests exclusion;
- (vi) the time and manner for requesting exclusion; and
- (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

Fed. R. Civ. P. 23(c)(2)(B). Despite these enumerated requirements, “the notice need not be unduly specific.” *Moore v. Club Exploria*, 2023 WL 8807248, at *4 (N.D. Ill. Dec. 20, 2023) (quoting 4

Newberg on Class Actions Sec. 11:53 (4th ed. 2010)). To satisfy Rule 23 and due process protections, the notice “need only be reasonably calculated, under all of the circumstances, to appri[s]e interested parties of the pendency of the settlement proposed and to afford them an opportunity to present their objections.” *Id.*

Plaintiffs’ proposed notice documents include all seven of the Rule 23(c)(2)(B) notice content requirements in plain, easy to understand language. *See Intrepido-Bowden Decl., Exs. B-D.* Class Counsel retained JND Legal Administration (“JND”), an experienced class action notice consultant, to design and implement Plaintiffs’ proposed Notice Plan. *See Intrepido-Bowden Decl. ¶¶ 2-10.* This proposed plan includes direct postal notice and publication notice in an industry trade magazine. *See Intrepido-Bowden Decl. ¶ 13.* Working with JND, Plaintiffs have ensured that this notice defines the class, describes the nature of the action, summarizes the claims and issues in the case, and explains the procedure for requesting exclusion from the damages class. *See Intrepido-Bowden Decl. ¶¶ 2, 26; see also id., Exs. B-D.* Additionally, the notice is designed to capture the class member’s attention with neutral clear, concise, “plain language” understood by members of the class and “adheres to . . . the guidelines set forth in the Manual for Complex Litigation Fourth and by the Federal Judicial Center (“FJC”).” *Intrepido-Bowden Decl. ¶¶ 2, 26.* The proposed Notice Plan documents also direct class members to a website and a toll-free number, which provide further information about the case and contact information to allow class members to reach JND with specific requests and/or questions. *Intrepido-Bowden Decl. ¶¶ 13, 22-25.*

The notice documents convey enough information so that potential class members can make an informed decision regarding remaining in the Rule 23(b)(3) class. *See Intrepido-Bowden Decl. ¶¶ 26-27.* Because Plaintiffs’ proposed Notice Plan documents clearly and fairly apprise class

members of the nature of this class action and the scope of their rights, this proposed Notice Plan satisfies Rule 23 and should be approved.

2. Plaintiffs' Proposed Notice Plan Provides the Best Notice Practicable Under the Circumstances.

Class notice must be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B); *Hughes v. Kore of Indiana Enter., Inc.*, 731 F.3d 672, 676 (7th Cir. 2013) (“*Hughes*”) (holding that the federal law requires only the best notice that is practicable under the circumstances). The best notice practicable is that which is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950).

Notice to class members may be through “United States mail, electronic means, or other appropriate means.” Fed. R. Civ. P. 23(c)(2)(B); *see also Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 176 (1974) (deciding that notice mailed to each class member “who can be identified through reasonable effort” constitutes reasonable notice). Notice through “alternative means” can be “notice through third parties, paid advertising, and/or posting in places frequented by class members, all without offending due process.” *Mullins v. Direct Dig., LLC.*, 795 F.3d 654, 665 (7th Cir. 2015); *Aranda v. Caribbean Cruise Line, Inc.*, No. 12 C 4069, 2017 WL 818854, at *2 (N.D. Ill. Mar. 2, 2017) (holding notice by publication permissible if class members not reasonably identifiable), *aff'd sub nom. Birchmeier v. Caribbean Cruise Line, Inc.*, 896 F.3d 792 (7th Cir. 2018).

Plaintiffs' proposed Notice Plan provides the best notice practicable under the circumstances. In this case, class members are all direct purchasers and lessors of automatic card

shufflers from Defendants. Defendants maintained and produced records during discovery that included the names and zip codes of all these class members. Inwald Decl. ¶ 3. Consequently, Plaintiffs' proposed Notice Plan begins with providing direct mail notice to the class members identified through Defendants' records. Intrepido-Bowden Decl. ¶ 13. First, JND will gather mailing addresses for the list of approximately 744 class members obtained through Defendants' sales and lease data. Intrepido-Bowden Decl. ¶ 16. Second, JND will send notice to the class members at these mailing addresses that apprise class members of the case and their rights concerning class certification. Intrepido-Bowden Decl. ¶¶ 16-17; *see id.*, Ex. C. The addresses that JND finds will be checked against the National Change of Address ("NCOA") database, and notices returned as undeliverable will be re-mailed to any address available through a review of USPS's database of addressees. Intrepido-Bowden Decl. ¶¶ 18-19.

Besides direct notice, Plaintiffs' proposed Notice Plan also includes a media publication campaign. *See* Intrepido-Bowden Decl., Ex. D. JND will publish notice in Global Gaming Business (GGB) Magazine, which is "North America's only dedicated trade publication for the international casino industry," and a publication widely read by U.S. casinos. Intrepido-Bowden Decl. ¶ 20. Plaintiffs have identified GGB as a publication that class members are most likely to see. Thus, notice in this publication can help raise awareness among class members regarding class certification in this case and their rights concerning this certification.

Lastly, Plaintiffs propose to maintain a toll-free phone number and a website at www.cardshufflerslitigation.com to enable class members to ask clarifying questions and obtain more complete information—including court filings concerning the ongoing litigation and instructions on how to opt out of the Rule 23(b)(3) class. Intrepido-Bowden Decl. ¶¶ 22-23. All notices will refer potential Settlement Class Members to the website. *See* Intrepido-Bowden Decl.,

Exs. B-D. During the notice period, JND will continue to operate and update this case website. Intrepido-Bowden Decl. ¶ 22.

The proposed Class Notice Plan provides adequate information, stated in plain language, to allow class members to understand their options and make an informed decision about whether to participate in the case as it progresses toward trial. Many courts have found similar multi-method notice campaigns with media publication to be manageable and appropriate. *See, e.g., Birchmeier v. Caribbean Cruise Line, Inc.*, 302 F.R.D. 240, 254-55 (N.D. Ill. 2014); *Hughes*, 731 F.3d at 677. Accordingly, Plaintiffs' proposed Notice Plan is the best notice practicable under the circumstances and merits approval.

B. The Court Should Appoint JND Legal Administration as the Class Notice Administrator.

Plaintiffs respectfully request the Court appoint JND as the administrator of the Class Notice Plan. JND is an experienced national class action notice and claims administration firm that specializes in designing, developing, analyzing, and implementing large-scale class action notification plans. Intrepido-Bowden Decl. ¶¶ 3, 6-8. Collectively, the management team at JND has overseen countless class action notice plans over the past 80 years. Intrepido-Bowden Decl. ¶¶ 6-8. As a class action administrator, JND has regularly been approved by federal courts throughout the United States to provide notice of class actions and claims processing services. *See* Intrepido-Bowden Decl., Ex. A (providing a comprehensive summary of the courts' recognition of JND); *see also* Intrepido-Bowden Decl. ¶¶ 4-10. Accordingly, JND is well qualified and appropriately positioned to effectively implement Plaintiffs' proposed Class Notice Plan and should be appointed as the administrator of this Plan.

III. CONCLUSION

Plaintiffs’ proposed Class Notice Plan will provide direct postal notice to all class members, as well as media publication notice designed to reinforce this direct notice. The case specific website and the toll-free number for Class members’ inquiries will allow class members to be further apprised of the case and the implications of class certification. This proposed Notice Plan will be effective, satisfy all of Rule 23’s requirements, and readily address due process concerns. Furthermore, JND is a seasoned class action administrator that can efficiently implement the proposed Notice Plan. Accordingly, Plaintiffs respectfully request that the Court enter an order approving their proposed Class Notice Plan, appointing JND as administrator of that Plan, and as set forth in the Proposed Order, approving the proposed following schedule for class notice:

Deadline for the commencement of disseminating class notice	20 days after entry of the order approving the proposed Class Notice Plan
Deadline for class members to opt out of the damages class	60 days from the publication of the notice in GGB
Deadline for Plaintiffs to submit report of Notice Plan completion and identification of opt outs from the damages class	80 days from the publication of the notice in GGB

Date: April 28, 2026

Respectfully submitted,

/s/ Erika A. Inwald
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CERTIFICATE OF SERVICE

I, Erika A. Inwald, an attorney, hereby certify that on April 28, 2026, I served the above and foregoing, by causing a true and accurate copy of such papers to be filed and served on all counsel of record via the Court's CM/ECF electronic filing system.

/s/ Erika A. Inwald _____
Erika A. Inwald

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

IN RE AUTOMATIC CARD SHUFFLERS
LITIGATION

Case No. 1:21-cv-01798

Judge John F. Kness

**DECLARATION OF ERIKA A. INWALD IN SUPPORT OF PLAINTIFFS'
MOTION FOR APPROVAL OF PROPOSED CLASS NOTICE PLAN**

I, Erika A. Inwald, declare as follows:

1. I am an attorney duly licensed to practice law in the state of New York. I am an associate at the law firm Hausfeld LLP located at 33 Whitehall Street, 14th Floor, New York, NY, 10004. I submit this declaration in support of Plaintiffs' Motion for Approval of Proposed Class Notice Plan. I have personal knowledge of the matters stated herein and, if called upon, I could competently testify thereto.

2. Class Counsel believe that the proposed Class Notice Plan is the best notice practicable under the circumstances and that JND Legal Administration should be appointed as the class notice administrator.

3. Defendants maintained and produced records during discovery that included the names and zip codes of class members.

4. Attached to this declaration as **Exhibit 1** is the Declaration of Gina Intrepido-Bowden Regarding Proposed Class Notice Plan.

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

Executed on April 28, 2026 at New York, New York.

/s/ Erika A. Inwald
Erika A. Inwald

Exhibit 1

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

IN RE AUTOMATIC CARD SHUFFLERS
LITIGATION

No. 21-cv-01798

**DECLARATION OF GINA INTREPIDO-BOWDEN
REGARDING PROPOSED CLASS NOTICE PLAN**

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

INTRODUCTION

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 based on my personal knowledge, as well as upon information provided to me by experienced JND employees and Class Counsel to describe the proposed Class Notice Plan and address why it is consistent with and adheres to other best practicable court-approved notice plans 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 any other applicable statute, law or rule, as well as the guidelines set forth in the Manual for Complex Litigation Fourth and by the Federal Judicial Center (“FJC”).

BACKGROUND AND EXPERIENCE

3. **Full-Service Provider.** JND is a leading legal administration services provider with offices throughout the United States and our state-of-the-art 35,000 square foot 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, 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 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 also 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 fifth year in a row.

6. **Complex Matters.** The principals of JND collectively have over 80 years of experience in class action legal and administrative fields. Throughout their careers, they have been involved in some of the most high-profile legal administrations in the country's history, including, among many others, the \$20 billion *Gulf Coast Claims Facility* ("GCCF") under Kenneth Feinberg; the \$10 billion *DeepWater Horizon BP Gulf Oil Spill* class action working for Patrick Juneau; and the \$3.4 billion United States Department of Justice *Cobell v. Salazar* settlement, the largest government class action settlement ever.

7. JND has built its reputation handling large, complex matters effectively and efficiently. We were appointed as the notice and claims administrator in the landmark \$2.67 billion settlement for the *In re: Blue Cross Blue Shield Antitrust Litig.* 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; staffed a call center with 250 agents during the peak of the notice program; and received and processed more than eight million claims. JND was also appointed the settlement administrator in the \$1.3 billion settlement for the *In re Equifax Inc.*

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

Customer Data Sec. Breach Litig., 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 \$1.8 billion *Lexington Law Matter*, the \$1.5 billion settlements in the *In re Mercedes-Benz Emissions Litig.*; the \$120 million settlement in the *In re Gen. Motors LLC Ignition Switch Litig.*, where we sent nearly 30 million notices and processed over 1.5 million claims; the \$227 million settlement in *Sidibe v. Sutter Health*; the \$215 million settlement in the *In re USC Student Health Ctr. Litig.* on behalf of women who were sexually abused by a doctor at USC; the various *Nat'l Assoc. of Realtors Settlements* totaling over \$1 billion; and the recent \$1.5 billion copyright settlement in *Bartz v. Anthropic PBC*, 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 channels, including newspapers, press releases, magazines, trade journals, radio, television, social media, and the internet, depending upon the circumstances of the case, the demographics of the class, and the habits of its members, as reported by various research and analytic 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.

CLASS DEFINITION

11. This Court certified a class consisting of persons or entities in the U.S. or its territories who purchased or leased automatic card shufflers from Defendants between April 1, 2009 and December 31, 2022 (the “Class” or “Class Members”).

CLASS NOTICE PLAN OVERVIEW

12. The objective of the proposed Class 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 Class Members the opportunity to review a plain language notice with the ability to easily take the next step and learn more about the action. The FJC’s *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (“*Checklist*”) consider a notice plan with a high reach (above 70%) to be effective.²

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

- a. Direct mail notice to all Class Members for whom a valid mailing address is available;
- b. A supplemental notice placement in a leading industry publication (*Global Gaming Business* or “*GGB*”);
- c. A case website with information about the class action, as well as copies of relevant case documentation, including but not limited to, the Long Form Notice, attached as **Exhibit B**; 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.

d. A toll-free number, which will include an interactive voice response (IVR) and a post office box through which Class Members may send exclusion requests or obtain more information about the case and request that the Long Form Notice be sent to them.

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

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

CLASS DATA

16. First, JND will research mailing addresses for the approximately 744 Class Members identified through Defendants' sales and lease data (the "Class List"). If JND identifies additional potential Class Members, they will be included in the Class List. The Class List will be loaded into a case-specific database. JND employs appropriate administrative, technical, and physical controls designed to ensure the confidentiality and protection of Class Member data, as well as to reduce the risk of loss, misuse, or unauthorized access, disclosure, or modification of the data.

DIRECT MAIL NOTICE

17. JND will mail a Postcard Notice, attached as **Exhibit C**, to all Class Members on the Class List.

18. Prior to mailing the Postcard Notice, JND will update the addresses using the United States Postal Service ("USPS") National Change of Address ("NCOA") database.³ We will track all

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.

notices returned undeliverable by the USPS and will promptly re-mail notices that are returned with a forwarding address.

19. For any mailed notices returned as undeliverable, JND will use reasonable efforts to obtain updated contact information and re-send the notice.

MEDIA PUBLICATION NOTICE

20. To supplement the direct notice effort, JND proposes a notice placement in *GGB*, which is North America's only dedicated trade publication for the international casino industry, including land-based, tribal, and online gaming, and a publication widely read by U.S. casinos. *GGB* provides in-depth analysis of industry trends, new technology, and regulations to casino executives, regulators, and government officials. It offers a circulation of 28,000.

21. The Print Notice that will appear in *GGB* as a 1/3-page advertisement is attached as **Exhibit D**.

CASE WEBSITE

22. JND will establish and maintain an informational case-specific website (www.CardShufflersLitigation.com) where Class Members may obtain more information about the litigation. The case 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 case website is prominently displayed in all printed notice documents.

23. The case 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

24. JND will create and maintain an automated toll-free telephone line where callers may obtain information about the matter. The telephone line will have an IVR available 24 hours a day, seven days a week.

25. JND will also maintain a dedicated post office box for this matter where Class Members may send exclusion requests and other correspondence.

NOTICE DESIGN

26. JND designed the notice documents to ensure that they were written in plain language and comply with the requirements of Rule 23, the Due Process Clause of the United States Constitution, the Manual for Complex Litigation Fourth, and the FJC's *Checklist*.

27. The notice documents contain plain and easy-to-read summaries of the case and the options available to Class Members. Additionally, the notice documents provide instructions on how to obtain more information about the case.

28. Courts routinely approve notices that have been written and designed in a similar manner.

REACH

29. The direct notice effort alone is expected to reach the vast majority of Class Members. The print notice placement in *GGB* will extend reach further. As a result, the anticipated reach meets that of other court-approved programs and exceeds the 70% or above reach standard set forth by the FJC.⁴

⁴ 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

30. In my opinion, the proposed Class Notice Plan 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 Class Notice Plan is designed to provide Class Members with the opportunity to review the notice and the ability to easily take next steps to learn more.

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

Executed this 28th 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).



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

Direct purchasers or lessees of automatic card shufflers may be affected by a class action lawsuit

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

- You may be a Class Member in a class action lawsuit called *In re Automatic Card Shufflers Litigation*, Civil Action, No. 21-cv-01798, pending in the Northern District of Illinois (the “Court”).
- The lawsuit was brought by casino operators against manufacturers of automatic card shufflers alleging unlawful monopolization in the U.S. market. Defendants deny Plaintiffs’ claims. The Court has not decided who is right. Plaintiffs still must prove their claims in this lawsuit at trial.
- The Court has certified two class in this case: (1) a class for injunctive relief and (2) a class for damages. Both classes have the same definition. You are a Class Member if you purchased or leased automatic card shufflers in the U.S. or its territories from Defendants from April 1, 2009 to December 31, 2022. Original Defendants were Scientific Games Corporation, Bally Technologies, Inc., and Bally Gaming, Inc. Due to corporate restructuring, Defendants are now Light & Wonder, Inc. and LNW Gaming, Inc.
- Your legal rights are affected whether or not you act. ***Please read this Notice carefully.***

YOUR LEGAL RIGHTS AND OPTIONS	
<p>Do Nothing</p>	<ul style="list-style-type: none"> • Stay in the damages and injunctive relief Classes • Get money or benefits that may come from trial or settlement (there is no guarantee of recovery) • Be bound by the Court’s rulings and judgments in this case, whether favorable or unfavorable • Give up your right to sue or continue to sue Defendants on your own about the same issues in this lawsuit
<p>Ask to Be Excluded from the Damages Class (“Opt Out”)</p> <p>Postmarked by Month x, 202x</p>	<ul style="list-style-type: none"> • Remove yourself from the damages Class (you cannot be excluded from the injunctive relief Class) • Get no money that may come from trial or settlement • You will not be bound by the Court’s rulings or judgments regarding the damages class • Keep your right to sue or continue to sue Defendants for damages, at your own expense, about the same issues in this lawsuit

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The deadlines may be moved, canceled, or otherwise modified, so please check www.CardShufflersLitigation.com regularly for updates and further details.

BASIC INFORMATION

1. Why was this Notice issued?

This Notice was issued to inform you about a class action lawsuit. This Notice generally explains the claims being asserted in the lawsuit and tells you about your rights and options. The case is called *In re Automatic Card Shufflers Litigation*, Civil Action, No. 21-cv-01798 (N.D. Ill.). The entities who sued are Plaintiffs Casino Queen, LLC and Casino Queen Marquette, LLC. The companies they sued were originally Scientific Games Corporation, Bally Technologies, Inc., and Bally Gaming, Inc., but due to corporate restructuring, Defendants are now Light & Wonder, Inc. and LNW Gaming, Inc.

2. What is this lawsuit about?

The lawsuit alleges that Defendants unlawfully monopolized the market for automatic card shufflers used in casinos in the United States and its territories. Specifically, Plaintiffs allege that Defendants:

- Obtained patents through fraud on the U.S. Patent Office;
- Used those patents to bring sham lawsuits against competitors;
- Eliminated or deterred competitors from entering the market; and
- As a result, caused purchasers to pay higher-than-competitive prices for card shufflers.

Defendants deny Plaintiffs' claims and contend that they acted lawfully. The Court has not decided who is right. Plaintiffs must prove their claims in this lawsuit.

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

In a class action, one or more people or entities called "Class Representatives" (in this case, Plaintiffs Casino Queen, LLC and Casino Queen Marquette, LLC) sue on behalf of all individuals or entities who have similar claims. Those individuals or entities are collectively called the "Class" or "Class Members." One court resolves the issues for all Class Members, except for those who validly exclude themselves from the class.

THE CLASS

4. Am I part of the Class?

The Court has certified two Classes in this case: (1) a Class for injunctive relief and (2) a Class for damages. Both Classes have the same definition. You are a Class Member if you or your organization purchased or leased automatic card shufflers in the United States or its territories from Defendants (or their predecessors/affiliates) between April 1, 2009 and December 31, 2022. Excluded from the Class are (1) Defendants and their affiliates, including any parent, subsidiary, or related entities; (2) Defendants' officers, directors, employees, and their immediate families; (3) Judicial officers and court staff assigned to the case; and (4) Any persons or entities whose claims are subject to arbitration.

Injunctive relief means that Defendants have to stop a specific action or perform a specific act. Damages are money or other monetary benefits.

If you received a Notice, records indicate you may be a Class Member. If you are still not sure whether you are in the Class, please contact the Administrator or Class Counsel (see Question 10 for their contact information).

YOUR RIGHTS AND OPTIONS

You have to decide whether to: (1) do nothing and stay in the Class, or (2) ask to be excluded (opt-out) from the damages Class (you cannot be excluded from the injunctive relief Class).

5. What happens if I do nothing at all?

If you are a member of the Class and do nothing, you will stay in the damages and injunctive relief Classes, and your legal rights will be determined in this lawsuit. If Plaintiffs win or settle the lawsuit, you will be notified about how to get money or other benefits. If Plaintiffs lose this lawsuit, you will not get any money or other benefits. If you do nothing now, regardless of whether Plaintiffs win or lose, you will be legally bound by the orders the Court issues and judgments the Court enters in this class action lawsuit. Please note that you will **not** be required to pay any costs or expenses if Plaintiffs lose.

Please notify the Administrator (whose contact information is in Question 11 below) of any changes to your postal mailing address so that information can be sent to you if there is a future judgment or settlement in this lawsuit.

6. Why would I ask to be excluded?

If you do not want to be a part of the damages Class for any reason, including that you would rather keep your right to sue for damages or continue to sue Defendants on your own regarding the facts and legal issues in this case, then you must take steps to get out of the damages Class. This is called excluding yourself or is sometimes referred to as “opting out” of the Class.

The law does not require that Class members be given the right to opt out of an injunctive relief Class because the injunctive relief will have the same effect on all the members of the Class.

7. How do I exclude myself from the Class?

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

- The name (including any formerly known names, doing business as names, etc.), address and telephone number of the person(s) or company(ies) seeking exclusion; and
- You must specifically identify each entity that you wish to exclude from the damages Class in order for the exclusion to be effective; and
- A signed statement that “I/we hereby request that I/we be excluded from the damages Class in the *In re Automatic Card Shufflers Litigation*, No. 21-cv-01798.

You must mail your exclusion request **postmarked by Month x, 202x** to the address below.

Automatic Card Shufflers Litigation c/o JND Legal Administration
P.O. Box 91228
Seattle, WA 98111

IF YOU DO NOT EXCLUDE YOURSELF BY MONTH X, 202x, YOU WILL REMAIN PART OF THE DAMAGES CLASS AND BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT.

8. If I exclude myself, can I get any money?

No. If you exclude yourself, you will no longer be part of the damages Class and you will **not** get any money that may come from trial or settlement. If you exclude yourself, you would still be eligible for injunctive relief.

9. If I don’t exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself for damages, you give up any right to sue Defendants for the claims in this lawsuit. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from the damages Class to continue your own lawsuit for damages. If you properly exclude yourself from the Class, you will **not** be bound by any orders or judgments entered in the lawsuit regarding the damages Class.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

Yes. The Court has appointed the following lawyers as Class Counsel to represent you and other Class Members:

Christopher L. Lebsack
HAUSFELD LLP
600 Montgomery Street
Suite 3200
San Francisco, CA 94111
cardshufflerslitigation@hausfeld.com

You will not be charged for these lawyers. Any fees or costs ultimately allowed by the Court to be paid to Class Counsel will be paid out of any funds awarded to the Class or received by or made available to Class Members in connection with this action, whether obtained as a result of a settlement or judgment.

11. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask your own lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you.

THE TRIAL

12. How and when will the Court decide who is right?

The trial date is set for Month, Year at ___ a.m. at the United States District Court for the Northern District of Illinois, Eastern Division located at Everett McKinley Dirksen United States Courthouse, [219 South Dearborn Street, Chicago, IL 60604](#). During the trial, a jury will hear evidence to help them reach a decision about whether the Plaintiffs or Defendants are right about the claims in the lawsuit. The trial date may change, so please check www.CardShufflersLitigation.com for updates.

13. Do I have to come to the trial?

No. You do not need to come to the trial. Class Counsel will present the case for Plaintiffs and Defendants will present the defenses. You or your own lawyer are welcome to come at your own expense.

14. Will I get money after the trial?

If the Plaintiffs obtain money or benefits as a result of the trial or a settlement, you will be notified about how to participate. We do not know how long this will take.

GETTING MORE INFORMATION

15. How can I get more information?

This notice summarizes the class action. For more information, you can contact Class Counsel at the information listed in Question 10 above, or access the Court docket in this case, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov/>.

You can also visit www.CardShufflersLitigation.com, call toll-free at 1-833-291-1650, or write to:

Automatic Card Shufflers Litigation
c/o JND Legal Administration
P.O. Box 91228
Seattle, WA 98111

PLEASE DO NOT CONTACT THE COURT

EXHIBIT C

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

**Direct purchasers or lessees of
automatic card shufflers
may be affected by
a class action lawsuit**

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

You may be a Class Member in a class action lawsuit brought by casino operators against manufacturers of automatic card shufflers alleging unlawful monopolization in the U.S. market. Defendants deny Plaintiffs' claims. The Court has not decided who is right. Plaintiffs still must prove their claims at trial. The lawsuit is called *In re Automatic Card Shufflers Litigation*, No. 21-cv-01798, pending in the Northern District of Illinois.

Questions?

Visit www.CardShufflersLitigation.com
or Call 1-833-291-1650

Automatic Card Shufflers Litigation
c/o JND Legal Administration
PO Box 91228
Seattle, WA 98111

«ScanString»

Postal Service: Please do not mark barcode

«FirstName» «LastName»

«Address»

«City», «StateCd» «Zip»

«Country»

se: [Am 21 part 1 of 17 018 Documents](#) #121212 Filed: 04/22/22 Page 40 of 51 LaRasse MD #25.

because you or your organization may have purchased or leased automatic card shufflers in the U.S. or its territories from Defendants between April 1, 2009 and December 31, 2022. Original Defendants were Scientific Games Corporation, Bally Technologies, Inc., and Bally Gaming, Inc. Due to corporate restructuring, Defendants are now Light & Wonder, Inc. and LNW Gaming, Inc.

What are my options? (1) Do Nothing: You will stay in the Class. You will keep the possibility of getting money or benefits that may come from a trial or a settlement. You will be bound by the Court's rulings and judgments in this case, whether favorable or unfavorable. You will give up your right to sue Defendants on your own for the same issues in this lawsuit. **(2) Exclude Yourself:** If you exclude yourself from the damages Class, you will not get any money that may come from trial or settlement. You will not be bound by the Court's rulings or judgments regarding the damages Class. You will keep your right to sue Defendants at your own expense about the damages issues in this lawsuit. To exclude yourself, you must send a letter stating that you want to be excluded from the damages Class in *In re Automatic Card Shufflers Litigation*, No. 21-cv-01798. The exclusion request must include your or your organization's name, address, phone number, email, and a signature from you or the organization's representative. You must mail the exclusion request postmarked by **Month x, 202x** to: Automatic Card Shufflers Litigation, c/o JND Legal Administration, P.O. Box 91228, Seattle, WA 98111.

IF YOU DO NOT SEND AN EXCLUSION REQUEST BY MONTH X, 202x, YOU WILL REMAIN PART OF THE DAMAGES CLASS AND BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT.

Do I have a lawyer in this case? The Court appointed the Hausfeld LLP law firm as "Class Counsel" to represent the Class at a trial currently scheduled to begin on Month x, 202x. You do not need to hire your own lawyer because Class Counsel is working on your behalf. If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I get more information? This Notice summarizes the lawsuit. For more information, visit www.CardShufflersLitigation.com, call toll-free 1-833-291-1650 or write to: Automatic Card Shufflers Litigation, c/o JND Legal Administration, P.O. Box 91228, Seattle, WA 98111 or email cardshufflerslitigation@hausfeld.com.



PLEASE DO NOT CONTACT THE COURT

EXHIBIT D

lessees of automatic card shufflers may be affected by a class action lawsuit

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

Questions? Visit www.CardShufflersLitigation.com or Call 1-833-291-1650

A class action lawsuit brought by casino operators against manufacturers of automatic card shufflers alleging unlawful monopolization in the U.S. market is pending in the Northern District of Illinois. Defendants deny Plaintiffs' claims. The Court has not decided who is right. Plaintiffs still must prove their claims at trial. The lawsuit is called *In re Automatic Card Shufflers Litigation*, No. 21-cv-01798.

Am I part of the Class?

You are a Class Member if you or your organization purchased or leased automatic card shufflers in the U.S. or its territories from Defendants between April 1, 2009 and December 31, 2022. Original Defendants were Scientific Games Corporation, Bally Technologies, Inc., and Bally Gaming, Inc. Due to corporate restructuring, Defendants are now Light & Wonder, Inc. and LNW Gaming, Inc.

Class Members can: (1) do nothing or (2) ask to be excluded ("Opt-Out") from the damages Class.

Do Nothing. You will stay in the Class. You will keep the possibility of getting money or benefits that may come from a trial or a settlement. You will be bound by the Court's rulings and judgments in this case, whether favorable or unfavorable. You will give up your right to sue Defendants on your own for the same issues in this lawsuit.

Exclude Yourself. If you exclude yourself from the damages Class, you will **not** get any money that may come from trial or settlement. You will **not** be bound by the Court's rulings or judgments regarding the damages Class. You will keep your right to sue Defendants at your own expense about the damages issues in this lawsuit. To exclude yourself, you must send a letter stating that you want to be excluded from the damages Class in *In re Automatic Card Shufflers Litigation*, No. 21-cv-01798. The exclusion request must include your or your organization's name, address, phone number, email, and a signature from you or the organization's representative. You must mail the exclusion request postmarked by **Month x, 202x** to: Automatic Card Shufflers Litigation, c/o JND Legal Administration, P.O. Box 91228, Seattle, WA 98111.

YOU WILL REMAIN PART OF THE DAMAGES CLASS AND BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT.

Do I have a lawyer in this case?

The Court appointed the Hausfeld LLP law firm as "Class Counsel" to represent the Class at a trial currently scheduled to begin on Month x, 202x. You do not need to hire your own lawyer because Class Counsel is working on your behalf. If you want to be represented by your own lawyer, you may hire one at your own expense.

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PLEASE DO NOT CONTACT THE COURT

