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**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NEW YORK  
(ROCHESTER DIVISION)**

MEGAN HOLVE, *individually and on behalf  
of all others similarly situated,*

Plaintiff,

– against –

MCCORMICK & COMPANY, INC.,

Defendant.

Civil Action No. 6:16-cv-06702-FPG

**CLASS SETTLEMENT AGREEMENT**

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## **CLASS SETTLEMENT AGREEMENT**

This Class Settlement Agreement is entered into this 5th day of May, 2021 by and between Plaintiff Megan Holve (“Plaintiff”), on behalf of herself and each of the Settlement Class Members, on the one hand, and McCormick & Company, Inc. (“McCormick” or “Defendant”), on the other hand (collectively, Plaintiff and Defendant are the “Parties”). The Parties intend for the Class Settlement Agreement to fully, finally, and forever resolve, discharge, and settle all released rights and claims, subject to the terms and conditions set forth herein.

### **I. RECITALS**

**1.1** A putative class action was filed by Plaintiff against Defendant on October 27, 2016 challenging the labeling, marketing, and advertising of certain of McCormick’s Products. (ECF No. 1). Plaintiff alleges that certain of McCormick’s Products are inaccurately and deceptively labeled as “natural.” The action alleges the following causes of action: (1) unlawful and deceptive business practices in violation of Maryland’s consumer protection law codified at Maryland Commercial Code §13-301; (2) violation of unjust enrichment under Maryland law; (3) unlawful and deceptive business practices in violation of New York General Business Law section 349 (“GBL § 349”); (4) false advertising in the conduct of business in violation of New York General Business Law section 350 (“GBL § 350”); and (5) unjust enrichment, all in connection with the composition of certain of McCormick’s products whose labels contained one or more of the terms “natural” and that contained ingredients that purportedly made the “natural” claim deceptive or misleading.



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**1.2** On January 9, 2017, Defendant filed a FRCP 12(b)(6) Motion to Dismiss Plaintiff's Complaint (ECF No. 8). Plaintiff filed an opposition on February 10, 2017 (ECF No. 10), and Defendant filed a reply on February 27, 2017 (ECF No. 11).

**1.3** On August 14, 2018, the Court issued an order denying in part, and granting in part, Defendant's Motion to Dismiss. See ECF No. 17. Specifically, the Court allowed for claims brought on behalf of the absent class members under GBL §§ 349-50, MCC § 13-301, and Maryland common law to proceed. However, in the same order, the Court stayed the matter until February 1, 2019 to see whether or not the Food and Drug Administration ("FDA") would issue any rules or regulations with respect to use of the term "natural" on food products.

**1.4** On February 1, 2019, a joint status report was filed by the Parties informing the Court that the FDA had not issued any rulemaking in the area. (ECF No. 18).

**1.5** On November 6, 2019, the Court issued a text order asking for a status report by January 15, 2020. (ECF No. 22).

**1.6** On January 15, 2020, the Parties filed a joint status report informing the Court that the FDA had not issued any rulemaking in the area. (ECF No. 24).

**1.7** On October 9, 2020, the Court lifted the stay and ordered the Parties to file a joint status report by October 22, 2020. (ECF No. 25).

**1.8** On October 21, 2020, the Parties filed a joint status report.

**1.9** On November 25, 2020, the Court set a scheduling conference for December 29, 2020. (ECF No. 30). The scheduling conference subsequently was rescheduled for January 13, 2021.

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**1.10** On January 13, 2021, the Honorable Mark W. Pedersen held a scheduling conference. (ECF No. 38) On January 14, 2021, Judge Pedersen entered a scheduling order. (ECF No. 39). As part of the scheduling order, Judge Pedersen ordered that mediation occur by April 7, 2021.

**1.11** On March 9, 2021, a full day mediation session was held by the Honorable Arthur J. Boylan (Ret.). The mediation session resulted in a settlement.

**1.12** On March 10, 2021, the Parties alerted the Court that the matter had settled and respectfully requested the case management schedule be adjourned while the Parties prepared the settlement agreement and motion for preliminary approval to present to the Court. (ECF No. 42).

**1.13** On March 11, 2021, the Court granted the stay request and gave the Parties until May 7, 2021 to file a status report. (ECF No. 43).

**1.14** Before entering into this Settlement Agreement, Class Counsel conducted an extensive and thorough examination, investigation, and evaluation of the relevant law, facts, and allegations to assess the merits of the claims, potential claims, and potential defenses asserted in this Action. As part of that investigation, as well as through formal discovery, Class Counsel obtained documents and extensive information from Defendant through confidential, informal and formal discovery, including information concerning marketing, label design, product formulation, sales, and pricing.

**1.15** This Agreement is the product of extensive, arms-length, and vigorously contested motion practice through seasoned counsel, settlement negotiations and an exchange of information, including both informal and formal discovery. This Agreement was only achieved with the assistance of an esteemed neutral mediator – the Honorable Arthur J. Boylan (Ret.) – who conducted a full day mediation session with the Parties. This Settlement Agreement was

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reached as a result of these hard-fought negotiations, including multiple post-mediation negotiation sessions to finalize the terms of the settlement.

**1.16** The Action has not been certified as a class action. Subject to the approval of the Court, the Parties agree that a class may be conditionally certified for purposes of this Settlement. Defendant agrees to class-action treatment of the claims alleged in this Action solely for the purpose of compromising and settling those claims on a class basis as set forth herein.

**1.17** Plaintiff, as the proposed Settlement Class representative, believes the claims settled herein have merit. Plaintiff and her counsel recognize, however, the litigation risk involved, including the expense and length of continued proceedings necessary to prosecute the claims through trial and appeal, and have taken into account those factors, as well as the litigation's inherent difficulties and delays. They believe the settlement set forth in this Agreement confers substantial benefits upon the Settlement Class Members. They have evaluated the settlement set forth in this Agreement and have determined it as fair, reasonable, and adequate to resolve their grievances, and in the best interest of the Settlement Class.

**1.18** Defendant has denied, and continues to deny, that its marketing, advertising, and/or labeling of the Products is false, deceptive, or misleading to consumers or violates any legal requirement. Defendant's willingness to resolve the Action on the terms and conditions embodied in this Agreement is based on, *inter alia*: (i) the time and expense associated with litigating this Action through trial and any appeals; (ii) the benefits of resolving the Action, including limiting further expense, inconvenience, and distraction, disposing of burdensome litigation, and permitting Defendant to conduct its business unhampered by the distractions of continued litigation; and (iii) the uncertainty and risk inherent in any litigation, regardless of legal merit.

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**1.19** This Agreement, any negotiations, proceedings, or documents related to this Agreement, its implementation, or its judicial approval cannot be asserted or used by any person to support a contention that class certification is proper or that liability does or does not exist, or for any other reason, in the above-captioned action or in any other proceedings, *provided*, *however*, that Settlement Class Members, Class Counsel, Defendant, other related persons, and any person or entity that is a beneficiary of a release set forth herein, may reference and file this Agreement, and any resulting Order or Judgment, with the Court, or any other tribunal or proceeding, in connection with the implementation or enforcement of its terms (including but not limited to the releases granted therein or any dispute related thereto).

**THEREFORE**, in consideration of the mutual promises and covenants contained herein and of the releases and dismissals of claims described below, the Parties agree to this Settlement, subject to the Final Approval of the Court, upon the following terms and conditions set forth in this Class Settlement Agreement.

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## II. DEFINITIONS

**2.1** “Action” means the lawsuit styled as *Holve v. McCormick & Company, Inc.*, 6:16-cv-06702-FPG (W.D.N.Y.).

**2.2** “Agreement” or “Settlement” or “Settlement Agreement” means this Class Settlement Agreement and its exhibits, attached hereto or incorporated herein, including any subsequent amendments agreed to by the Parties and any exhibits to such amendments.

**2.3** “Attorneys’ Fees and Expenses” means such funds as the Court may award to Class Counsel, from the Settlement Fund, to compensate Class Counsel for the fees and expenses they have incurred or will incur in connection with this Action and Settlement, as described in Section VIII of this Agreement. Attorneys’ Fees and Expenses do not include any costs or expenses associated with the Class Notice or administration of the Settlement.

**2.4** “Claim Form” means the document to be submitted (by mail or online) by Claimants seeking payment pursuant to Section 4.2 of this Class Settlement Agreement. A link to the Claim Form will accompany the Class Notice and will be available online at the Settlement Website, substantially in the form of Exhibit A to this Class Settlement Agreement.

**2.5** “Claim Period” means the time period during which Settlement Class Members may submit a Claim Form to the Settlement Administrator for review. The Claim Period shall run for a period of time ordered by the Court, and last at least ninety (90) calendar days from the date Final Approval of the Settlement is granted by the Court.

**2.6** “Claimant” means a Settlement Class Member who submits a claim for payment as described in Section 4.2 of this Class Settlement Agreement.

**2.7** “Class Action Settlement Administrator,” “Settlement Administrator,” or “Notice Administrator” means Angeion Group - the company jointly selected by Class Counsel and

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Defendant's Counsel and approved by the Court to provide Class Notice and to administer the claims process.

**2.8** "Class Counsel" means REESE LLP, 100 West 93<sup>rd</sup> Street, 16<sup>th</sup> Floor, New York, New York 10025 and EGGNATZ PASCUCCI, P.A., 7450 Griffin Road, Suite 230, Davie, Florida 33314.

**2.9** "Class Notice" or "Long-Form Notice" means the legal notice of the proposed Settlement terms, as approved by Defendant's Counsel and Class Counsel, subject to approval by the Court, to be provided to potential members of the Settlement Class pursuant to Section 5.2 below. The Class Notice shall be substantially in the form attached hereto as Exhibit B. Any changes to the Class Notice from Exhibit B must be jointly approved by Class Counsel and Defendant's Counsel.

**2.10** "Class Period" means the period from January 1, 2013, up to and including the date of the Court's Preliminary Approval Order.

**2.11** "Court" means the United States District Court for the Western District of New York.

**2.12** "Effective Date" means:

(a) if no appeal is taken from the Order and Final Judgment, thirty-five (35) days after the Court enters the Order and Final Judgment of this Class Settlement Agreement; or

(b) if an appeal is taken from the Order and Final Judgment, the date on which all appellate rights (including petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for certiorari or any other form of review, and proceedings in the United States Supreme Court or any other appellate court) have expired, been exhausted, or been finally disposed of in a manner that affirms the Order and Final Judgment.

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**2.13** “Final Approval” of this Class Settlement Agreement means the date that Judgment is entered in this Action approving this Class Settlement Agreement.

**2.14** “Final Claim Amount” means the amount a Settlement Class Member shall receive as a cash payment after submission of a Claim Form that is timely, valid, and approved by the Settlement Administrator. The value of the Final Claim Amount shall be on the basis of the Initial Claim Amount as described in Section 4.2, subject to *pro rata* increase or decrease, depending on the value of all approved Claims submitted, pursuant to Section 4.4.

**2.15** “Fund Institution” means a third-party banking institution where the cash funds Defendant will pay under the terms of this Agreement will be deposited into an interest-bearing Qualified Settlement Fund account, specifically, the Settlement Fund, as defined herein. Pursuant to Section 4.1, Class Counsel will select the Fund Institution, and Defendant will approve it.

**2.16** “Incentive Award” means the amount the named plaintiff Megan Holve will petition the Court to receive for her service as class representatives, pursuant to Section 8.5.

**2.17** “Initial Claim Amount” means the amount a Settlement Class Member claims as a cash payment on a Claim Form that is timely, valid, and approved by the Settlement Administrator. The value basis of the Initial Claim Amount is described in Section 4.2. The Initial Claim Amount is subject to *pro rata* increase or decrease, depending on the value of all approved Claims submitted, pursuant to Section 4.4.

**2.18** “Notice Plan” means the plan for publication of Class Notice developed by the Settlement Claim Administrator, attached hereto as Exhibit C, Affidavit of Steven Weisbrot With Respect to Settlement Notice Plan.

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**2.19** “Order and Final Judgment” means the final order to be entered by the Court approving the Settlement pursuant to the terms and conditions of this Agreement, dismissing the Action with prejudice, releasing claims, and otherwise directing as the Court or the Parties deem necessary and appropriate to effectuate the terms and conditions of this Agreement.

**2.20** Plaintiff’s Counsel means REESE LLP, 100 West 93<sup>rd</sup> Street, 16<sup>th</sup> Floor, New York, New York 10025 and EGGNATZ PASCUCCHI, P.A., 7450 Griffin Road, Suite 230, Davie, Florida 33314.

**2.21** “Preliminary Approval” means the order preliminarily approving the Class Settlement Agreement, preliminarily certifying the Settlement Class, approving the Notice of Proposed Settlement, and issuing any necessary related orders.

**2.22** “Qualified Settlement Fund” means the type of fund, account, or trust, created pursuant to 26 C.F.R. § 1.468B-1, that the Fund Institution will establish to receive payments under this Agreement.

**2.23** “Released Claims” means any claim, cross-claim, liability, right, demand, suit, matter, obligation, damage, restitution, disgorgement, loss or cost, attorney’s fee or expense, action, or cause of every kind and description that Plaintiff, the Settlement Class or any member thereof had or have, including assigned claims, whether in arbitration, administrative, or judicial proceedings, whether as individual claims, claims asserted on a class basis or on behalf of the general public, whether known or unknown, asserted or unasserted, suspected or unsuspected, latent or patent, that is, has been, could reasonably have been, or in the future might reasonably be asserted by Plaintiff or members of the Settlement Class either in the Action or in any action or proceeding in this Court or in any other court or forum, regardless of legal theory or the law under which such action may be brought, and regardless of the type or amount of relief or



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damages claimed, against any of the Released Persons, arising out of or relating to the allegations in the Action or Defendant's labeling, marketing, and advertising of the released Products as alleged in the Action. This includes, *inter alia*, and for the avoidance of doubt, all such claims that relate in any way to statements that are contained on the Products or otherwise relate to the advertising, labeling, or marketing of the Products as "natural." The term "Released Claims" includes only those claims that arise out of or relate to the allegations in the Action or Defendant's labeling, marketing, and advertising of the released Products; "Released Claims" do not include release of any claims for personal injury. With respect to any and all Released Claims, the Parties stipulate and agree that, by operation of the Order and Final Judgment, upon the Effective Date, the releasing person(s) shall have expressly waived the provisions, rights and benefits of Cal. Civ. Code § 1542 or any federal, state or foreign law, rule, regulation, or common-law doctrine that is similar, comparable, equivalent or identical to, or that has the effect in whole or part of, Section 1542 of the California Civil Code, which provides:

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

**2.24** "Released Persons" means and includes Defendant and each of its affiliated entities, subsidiaries, predecessors, and successors, suppliers, distributors, retailers, customers, and assigns, including the present and former directors, officers, employees, shareholders, agents, insurers, partners, privies, representatives, attorneys, accountants, and all persons acting by, through, under the direction of, or in concert with them.

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**2.25** “Released Products” or “Products” means the McCormick Products identified on Exhibit D of this Settlement Agreement, and that are included within the Settlement Class definition and the Released Claims.

**2.26** “Residual Fund” and/or “Residual Funds” means the value of funds remaining in the Settlement Fund, less all Claimants’ Initial Claim Amounts; less Class Notice and administration costs; and less all Attorneys’ Fees and Expenses and Incentive Awards pursuant to Court Order or otherwise specified in this Agreement.

**2.27** “Settlement Class” or “Settlement Class Member” means all persons and entities who, during the Class Period, both resided in the United States, including, but not limited to its territories, and purchased in the United States any of the Defendant Products for their household use or personal consumption and not for resale. Excluded from the Settlement Class are: (a) Defendant’s board members or executive-level officers, including its attorneys; (b) governmental entities; (c) the Court, the Court’s immediate family, and the Court staff; and (d) any person that timely and properly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

**2.28** “Settlement Fund” means the common fund valued at Three Million Dollars and No Cents (\$3,000,000.00) that Defendant will pay in cash to the Settlement Fund to be used to pay Settlement Class Members who submit valid and timely Claim Forms, pursuant to Section 4.2. The Settlement Fund will also be used to pay for any award of Attorneys’ Fees and Expenses that the Court orders, any Class Notice and administration costs, Incentive Awards, and other costs pursuant to the terms of Section 4.1(a) of this Agreement. All Settlement Class Member benefits shall be paid from the common Settlement Fund.

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**2.29** “Settlement Hearing(s)” means the hearing the Court will hold to consider and determine whether it should approve the proposed settlement contained in this Class Settlement Agreement as fair, reasonable, and adequate, and whether it should enter Judgment approving the terms of the Class Settlement Agreement. Settlement Hearings include both a “Preliminary Approval Hearing” and a “Final Approval Hearing” or “Fairness Hearing,” to be held after preliminary approval is granted, as the Court so orders.

**2.30** “Settlement Website” means the website to be created for this Settlement that will include information about the Action and the Settlement, relevant documents, and electronic and printable forms relating to the Settlement, including the Claim Form. The Settlement Website shall be activated by the date of the first publication of the Summary Settlement Notice or Class Notice, whichever is earlier, and shall remain active until one hundred and twenty (120) calendar days after the Effective Date.

**2.31** “Defendant’s Counsel” means Hogan Lovells US LLP, 390 Madison Avenue, New York, New York 10017.

**2.32** “Tally” or “Final Tally” means the calculation and report the Settlement Administrator shall provide to the Parties, which shall include the value, number, and type of timely, valid, and approved Claims. The Final Tally shall also include the amount due to the Settlement Fund in cash that Settlement Class Members timely and validly claimed. The Settlement Administrator shall give the Final Tally to the Parties no later than seven (7) calendar days after the close of the Claim Period.

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### **III. CERTIFICATION OF THE SETTLEMENT CLASS AND PRELIMINARY APPROVAL**

**3.1** For the purposes of settlement and the proceedings contemplated herein, the parties stipulate and agree that a nationwide Settlement Class should be certified. Certification of the Settlement Class shall be for settlement purposes only and shall have no effect for any other purpose.

**3.2** The certification of the Settlement Class shall be binding only with respect to this Class Settlement Agreement. In the event that Final Approval does not occur for any reason, the Preliminary Approval, and all of its provisions, shall be vacated by its own terms, and this Action shall revert to its status that existed prior to the date of this Class Settlement Agreement.

**3.3** As part of the settlement process, Defendant consents to Plaintiff's application to the Court for entry of an order which, among other things: (a) preliminarily certifies the Settlement Class in accordance with the definition set forth in Section 2.27 of this Class Settlement Agreement; (b) preliminarily approves this Agreement for purposes of issuing Class Notice; (c) approves the timing, content, and manner of the Class Notice and Summary Settlement Notice or Short Form Notice; (d) appoints the Settlement Administrator; (e) appoints REESE LLP and EGGNATZ PASCUCCI, P.A. as Class Counsel and Plaintiff Megan Holve as the named Class Representative; and (f) makes such orders as are necessary and appropriate to effectuate the terms and conditions of this Agreement.

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#### IV. SETTLEMENT CONSIDERATION AND BENEFITS

The settlement relief includes three components to benefit the Settlement Class: (a) a common Settlement Fund from which Settlement Class Members who submit timely, valid, and approved claims will obtain refunds; (b) modifications to the Products' labeling; and (c) modifications to the Products' website.

##### **4.1 Common Settlement Fund**

**(a) Settlement Fund.** Defendant shall establish a common Settlement Fund in the amount of Three Million Dollars (\$3,000,000.00). Defendant shall pay all cash payments due per Section 4.1(b) by paying this amount into a Qualified Settlement Fund at the Fund Institution. The Settlement Fund shall be administered pursuant to this Agreement and subject to the Court's continuing supervision and control. The Settlement Fund shall be applied to pay in full and in the following order:

- (i) any necessary taxes and tax expenses;
- (ii) all costs and expenses associated with disseminating notice to the Settlement Class, including but not limited to, the Class Notice and Summary Settlement Notice;
- (iii) all costs and expenses associated with the administration of the Settlement, including but not limited to, processing claims and fees of the Class Action Settlement Administrator.
- (iv) any Attorneys' Fees and Expenses award made by the Court to Class Counsel pursuant to Section VIII of this Class Settlement Agreement;
- (v) any Incentive Award made by the Court to Plaintiff under Section 8.5 of this Class Settlement Agreement;

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(vi) cash payments distributed to Settlement Class Members who have submitted timely, valid, and approved Claims pursuant to the Claims Process outlined in Section 4.2 and the Monetary Relief outlined in Section 4.3 of this Agreement; and

(vii) the Residual Funds, if any, pursuant to Section 4.4 of this Agreement.

**(b) Defendant's Funding of the Settlement Fund.** Within ten (10) calendar days after the entry of the Preliminary Approval Order, Defendant shall fund the Settlement Fund by depositing Three Million Dollars and No Cents (\$3,000,000) into the Settlement Fund account. This ten-day deadline may be extended by mutual consent of the Parties.

**(c)** Class Counsel must approve any payment of costs or expenses under Sections 4.1(a)(i), 4.1 (a)(ii), and 4.1(a)(iii).

**(d)** In no circumstances shall Defendant's contribution to the Settlement Fund exceed Three Million Dollars (\$3,000,000.00). Thus, under this Settlement Agreement, the Parties agree that the Settlement Fund encompasses the full extent of Defendant's monetary payment due under this Agreement. These payments, pursuant to the terms and conditions of this Agreement, and any other non-monetary obligations of and considerations due from Defendant set forth in this Agreement, will be in full satisfaction of all individual and class claims asserted in or that could have been asserted this Action.

**(e)** Defendant and the Released Persons are not obligated (and will not be obligated) to compute, estimate, or pay any taxes on behalf of Plaintiff, Class Counsel, any Settlement Class Member, the Notice Administrator, or the Settlement Administrator.

**(f)** All funds held by the Fund Institution shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until

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such time as such funds are either returned to Defendant pursuant to Section 10.2 of this Agreement or distributed pursuant to a plan of distribution approved by the Court or pursuant to other orders of the Court.

#### **4.2 Eligibility and Process for Obtaining a Cash Payment**

To be eligible for a cash payment, a Settlement Class Member must submit a timely and valid Claim Form, which will be evaluated by the Settlement Administrator.

**(a) Claim Form Availability.** The Claim Form shall be in a substantially similar form to that attached as Exhibit A. The Claim Form will be: (i) included on the Settlement Website to be designed and administered by the Settlement Administrator; and (ii) made readily available from the Settlement Administrator, including by requesting a Claim Form from the Settlement Administrator by mail, e-mail, or calling a toll-free number provided by the Settlement Administrator.

**(b) Timely Claim Forms.** Settlement Class Members must submit a timely Claim Form, which is one postmarked or submitted online before or on the last day of the Claim Period, the specific date of which will be prominently displayed on the Claim Form and Class Notice. For a non-online Claim Form, the Claim Form will be deemed to have been submitted on the date of the postmark on the envelope or mailer. For an online Claim Form and in all other cases, the Claim Form will be deemed to have been submitted on the date it is received by the Settlement Administrator.

**(c) Validity of Claim Forms.** Settlement Class Members must submit a valid Claim Form, which must contain the Settlement Class Member's name and

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mailing address, type(s) and number of Products purchased, approximate date of purchase, and location(s) of purchase(s). Claim Forms that do not meet the requirements set forth in this Agreement and in the Claim Form instructions may be rejected. The Settlement Administrator will determine a Claim Form's validity. Where a good faith basis exists, the Settlement Administrator may reject a Settlement Class Member's Claim Form for, among other reasons, the following:

1. Failure to attest to the purchase of the Defendant's Products, or purchase of products that are not covered by the terms of this Settlement Agreement;
2. Failure to provide adequate verification or additional information of the Claim pursuant to a request of the Settlement Administrator;
3. Failure to fully complete and/or sign the Claim Form;
4. Failure to submit a legible Claim Form;
5. Submission of a fraudulent Claim Form;
6. Submission of Claim Form that is duplicative of another Claim Form;
7. Submission of Claim Form by a person who is not a Settlement Class Member;
8. Request by person submitting the Claim Form to pay funds to a person or entity that is not the Settlement



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Class Member for whom the Claim Form is  
submitted;

9. Failure to submit a Claim Form by the end of the  
Claim Period; or

10. Failure to otherwise meet the requirements of this  
Agreement.

**(d) Settlement – Class Members’ Cash Recovery.**

- a. **Tier 1:** Class Members with Proof of Purchase may seek reimbursement as follows: Claimants with a receipt may seek reimbursement of \$1.00 per unit bought, with no cap or limit.
- b. **Tier 2:** Class Members without Proof of Purchase may seek reimbursement of \$1.00 per unit bought, up to a maximum recovery of 15 products (for \$15.00) per consumer.

**(e) Claim Form Submission and Review.** Claimants may submit a Claim Form either by mail or electronically. The Settlement Administrator shall review and process the Claim Forms pursuant to the process described in this Agreement to determine each Claim Form’s validity. Adequate and customary procedures and standards will be used by the Settlement Administrator to prevent the payment of fraudulent claims and to pay only legitimate claims. The Parties shall take all reasonable steps, and direct the Settlement Administrator to take all reasonable steps, to ensure that Claim Forms completed and signed electronically by Settlement Class Members

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conform to the requirements of the federal Electronic Signatures Act, 15 U.S.C. § 7001, *et seq.*

**(f) Claim Form Deficiencies.** Failure to provide all information requested on the Claim Form will not result in immediate denial or nonpayment of a claim. Instead, the Settlement Administrator will take all adequate and customary steps to attempt to cure the defect and to determine the Settlement Class Member's eligibility for payment and the amount of payment based on the information contained in the Claim Form or otherwise submitted, including but not limited to attempting to follow up with the Claimant to gather additional information if necessary. If the Claim Form defect cannot be cured, the Claim will be rejected. Defendant is entitled to dispute claims if available records or other information indicate that the information on the Claim Form is inaccurate or incomplete, but determination by Settlement Administrator will be final.

**(g) Failure to Submit Claim Form.** Unless a Settlement Class Member opts out pursuant to Section VI, any Settlement Class Member who fails to submit a timely and valid Claim Form shall be forever barred from receiving any payment pursuant to this Agreement and shall in all other respects be bound by all of the terms of this Agreement and the terms of the Order and Final Judgment to be entered in the Action. Based on the Release contained in the Agreement, any Settlement Class Member who does not opt out will be barred from bringing any action in any forum (state or federal) against

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any of the Released Persons concerning any of the matters subject to the Release.

#### **4.3 Distribution to Authorized Settlement Class Members**

The Settlement Administrator shall begin paying timely, valid, and approved Claims via first-class mail or other means no later than sixty (60) calendar days after the Effective Date. The Settlement Administrator may begin to pay timely, valid, and approved Claims sooner upon Defendant and Class Counsel's joint direction, but not before the Effective Date. The Settlement Administrator shall have completed the payment to Settlement Class Members who have submitted timely, valid, and approved Claims pursuant to the Claim Process no later than one hundred (100) calendar days after the Effective Date.

#### **4.4 Excess or Insufficient Funds in the Settlement Fund**

**4.4.1 Excess Funds.** If, after the calculation of all valid Initial Claim Amounts, Notice and Administration costs, Attorneys' Fees and Expenses, Incentive Awards, and any other claim, cost, or fee specified by this Agreement, value remains in the Settlement Fund, it shall be called the Residual Fund. Any value remaining in the Residual Fund shall increase eligible Settlement Class Members' relief for their Final Claim Amounts on a *pro rata* basis until the Residual Funds are depleted. The Settlement Administrator shall determine each authorized Settlement Class member's *pro rata* share based upon each Settlement Class Member's Claim Form and the total number of valid Claims. Accordingly, the actual Final Claim Amount recovered by each Settlement Class Member will not be determined until after the Claim Period has ended and all Claims have been calculated.

**4.4.2 Insufficient Funds.** If the total amount of the timely, valid, and approved Initial Claim Amounts submitted by Settlement Class Members exceeds the funds available, after

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deducting any fees, payments, and costs set forth in this Agreement that must also be paid from the Settlement Fund, each eligible Settlement Class Member's Initial Claim Amount shall be proportionately reduced to determine their Final Claim Amounts on a *pro rata* basis, such that the aggregate value of the cash payments distributed does not exceed the settlement fund balance after payment of all other costs. The Settlement Administrator shall determine each authorized Settlement Class member's *pro rata* share based upon each Settlement Class Member's Claim Form and the total number of valid Claims. Accordingly, the actual Final Claim Amount recovered by each Settlement Class Member will not be determined until after the Claim Period has ended and all Claims have been calculated.

**4.4.3** It is the Parties' intent to exhaust the Settlement Fund completely. However, if there are any funds remaining in the Settlement Fund after payment of Final Claim Amounts to Class Members; Notice and Administration costs; Attorneys' Fees and Expenses; Incentive Awards; and any other claim, cost, or fee specified by this Agreement then the Settlement Administrator shall pay this remaining amount to the following non-profit organization: Center for Science in the Public Interest. No Settlement Funds will be returned to Defendant. Defendant represents and warrants that payment of any Settlement Funds detailed in this section 4.4.3 to any charities, non-profit organizations, or government entities shall not reduce any of its donations or contributions to any entity, charity, charitable foundation or trust, and/or non-profit organization.

**4.5 Injunctive Relief: Modification of Products' Labels and Website**

Defendant agrees to make the modifications described below to its labeling on its Products and on its website, beginning within ninety (90) days after the Effective Date, but shall be able to continue to utilize existing labels and containers and sell existing inventory.

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McCormick shall be prohibited from distributing, marketing, advertising, labeling, packaging, or selling any of the Products with a “Natural” or “All Natural” representation on the Products’ label and/or advertising.

Defendant is allowed to use “natural” in ways that the Food and Drug Administration currently specifically defines as acceptable (i.e., “natural flavors” and “natural colors”), and other similar terms that the Food and Drug Administration may approve in the future.

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## **V. NOTICE TO CLASS AND ADMINISTRATION OF PROPOSED SETTLEMENT**

### **5.1 Duties and Responsibilities of the Settlement Administrator**

Class Counsel and Defendant recommend, and Class Counsel retains, Angeion Group to be the Settlement Administrator for this Agreement. The Settlement Administrator shall abide by and shall administer the Settlement in accordance with the terms, conditions, and obligations of this Agreement and the Orders issued by the Court in this Action.

**5.2 Class Notice Duties.** The Settlement Administrator shall, in cooperation with the Parties, be responsible for consulting on and designing the Class Notice, Summary Class Notice, and Claim Form. After the Court's Preliminary Approval of this Agreement and Appointment of the Settlement Administrator, the Settlement Administrator shall also be responsible for disseminating the Class Notice, substantially in the form as described in the Notice Plan attached as Exhibit C to this Agreement, as specified in the Preliminary Approval Order, and as specified in this Agreement. The Class Notice and Summary Class Notice will comply with all applicable laws, including, but not limited to, the Due Process Clause of the U.S. Constitution. Class Notice duties include, but are not limited to:

- Consulting on, drafting, and designing the Class Notice, Summary Class Notice, and Claim Form. Class Counsel and Defendant's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over these Notices and Form or any changes to the Notices and Form;
- Developing a Notice Plan, attached as Exhibit C to this Agreement. Class Counsel and Defendant's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over this Notice Plan or changes to this Notice Plan;

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- Implementing and arranging for the publication of the Summary Settlement Notice and Class Notice via various forms of electronic media, including implementing media purchases, all in substantial accordance with the Notice Plan, attached as Exhibit C. To the extent that the Settlement Administrator believes additional or different Notice should be undertaken than that provided for in the Notice Plan, Class Counsel and Defendant's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over any additional or different Notice; and
- Establishing and publishing a website that contains the Class Notice and related documents, including a Claim Form capable of being completed and submitted online. The website, including the Class Notice, shall remain available for 120 days after the Effective Date;
- Sending the Class Notice and related documents, including a Claim Form, via electronic mail or regular mail, to any potential Settlement Class Member who so requests;
- Responding to requests from Class Counsel and Defendant's Counsel; and
- Otherwise implementing and assisting with the dissemination of the Notice of the Settlement.

The above-described notice program shall be designed to reach at least 70% of the proposed Settlement Class, and shall commence approximately thirty (30) calendar days after the entry of the Preliminary Approval Order.

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**5.3 Class Action Fairness Act Notice Duties to State and Federal Officials.** No later than ten (10) calendar days after this Agreement is filed with the Court, Defendant shall mail or cause the items specified in 28 U.S.C. § 1715(b) to be mailed to each State and Federal official, as specified in 28 U.S.C. § 1715(a)

**5.4 Claims Process Duties.** The Settlement Administrator shall be responsible for implementing the terms of the Claim Process and related administrative activities, including communications with Settlement Class Members concerning the Settlement, Claim Process, and the options they have. Claims Process duties include, but are not limited to:

- Executing any mailings required under the terms of this Agreement;
- Establishing a toll-free voice response unit to which Settlement Class Members may refer for information about the Action and the Settlement;
- Establishing a post office box for the receipt of Claim Forms, exclusion requests, and any correspondence;
- Receiving and maintaining on behalf of the Court all correspondence from any Settlement Class Member regarding the Settlement, and forwarding inquiries from Settlement Class Members to Class Counsel or their designee for a response, if warranted; and
- Receiving and maintaining on behalf of the Court any Settlement Class Member correspondence regarding any opt-out requests, exclusion forms, or other requests to exclude himself or herself from the Settlement, and providing to Class Counsel and Defendant's Counsel a copy within five (5) calendar days of receipt. If the Settlement Administrator receives any such forms or requests after the deadline for



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the submission of such forms and requests, the Settlement Administrator shall promptly provide Class Counsel and Defendant's Counsel with copies.

**5.5 Claims Review Duties.** The Settlement Administrator shall be responsible for reviewing and approving Claim Forms in accordance with this Agreement. Claims Review duties include, but are not limited to:

- Reviewing each Claim Form submitted to determine whether each Claim Form meets the requirements set forth in this Agreement and whether it should be allowed, including determining whether a Claim by any Settlement Class Member is timely, complete, and valid;
- Working with Settlement Class Members who submit timely claims to try to cure any Claim Form deficiencies;
- Using all reasonable efforts and means to identify and reject duplicate and/or fraudulent claims, including, without limitation, maintaining a database of all Claims Form submissions;
- Keeping an accurate and updated accounting via a database of the number of Claim Forms received, the amount claimed on each Claim Form, the name and address of the Settlement Class Members who made the claim, the type of claim made, whether the claim has any deficiencies, and whether the claim has been approved as timely and valid; and
- Otherwise implementing and assisting with the Claim review process and payment of the Claims, pursuant to the terms and conditions of this Agreement.

**5.6 Periodic Updates.** The Settlement Administrator shall provide periodic updates to Class Counsel and Defendant's Counsel regarding Claim Form submissions beginning within

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seven (7) business days after the commencement of the dissemination of the Class Notice or the Summary Settlement Notice and continuing on a monthly basis thereafter and shall provide such an update within seven (7) days before the Final Approval Hearing. The Settlement Administrator shall also provide such updates to Class Counsel or Defendant's Counsel upon request, within a reasonable amount of time.

**5.7 Claims Payment Duties.** The Settlement Administrator shall be responsible for sending payments to all eligible Settlement Class Members with valid, timely, and approved Claims pursuant to the terms and conditions of this Agreement. Claim Payment duties include, but are not limited to:

- Within seven (7) days of the close of the Claims Period, provide a report to Class Counsel and Defendant's Counsel calculating the amount and number of valid and timely claims that requested refunds, including any to be paid pursuant to the Residual Funds described in Section 4.4;
- Sending refund payments to Settlement Claim Members who submitted timely, valid, and approved Claim Forms;
- Once refund payments have commenced to the Settlement Class pursuant to the terms and conditions of this Agreement, the Settlement Administrator shall provide a regular accounting to Class Counsel and Defendant's Counsel that includes but is not limited to the number and the amount of claims paid.

**5.8 Reporting to Court.** Not later than seven (7) calendar days before the date of the Fairness Hearing, the Settlement Administrator and Notice Administrator shall file a declaration or affidavit with the Court that: (i) includes a list of those persons who have opted out or

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excluded themselves from the Settlement; and (ii) describes the scope, methods, and results of the notice program.

**5.9 Duty of Confidentiality.** The Settlement Administrator shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity, except to the Parties or as provided for in this Agreement or by Court Order.

**5.10 Right to Inspect.** Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

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## **VI. OBJECTIONS AND REQUESTS FOR EXCLUSION**

**6.1** A Settlement Class Member may either object to this Agreement pursuant to Section 6.2 or request exclusion from this Agreement pursuant to Section 6.3.

**6.2** Settlement Class Members shall have the right to object to this settlement and to appear and show cause, if they have any reason why the terms of this Agreement should not be given Final Approval, pursuant to this section:

**6.2.1** A Settlement Class Member may object to this Agreement either on his or her own without an attorney, or through an attorney hired at his or her own expense.

**6.2.2** Any objection to this Agreement must be in writing, signed by the Settlement Class Member (and his or her attorney, if individually represented), filed with the Court, with a copy delivered to Class Counsel and Defense Counsel at the addresses set forth in the Class Notice, no later than 21 days before the Fairness Hearing.

**6.2.3** Any objection regarding or related to this Agreement shall contain a caption or title that identifies it as “Objection to Class Settlement in *Holve v. McCormick & Company, Inc.*, Case no. 6:16-cv-06702-FPG (W.D.N.Y.)”

**6.2.4** Any objection regarding or related to this Agreement shall contain (a) the name, address, and telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel with counsel’s contract information; (b) a list of any other objections filed in any court for the past five (5) years; (c) if he or she is represented by counsel, a list of objections filed by that counsel in any court for the past (5) years; (d) any and all agreements that relate to the objection or the process of objecting—whether written or oral—

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between objector or objector's counsel and any other person or entity; (e) a statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel; and (f) a clear and concise statement of the Settlement Class Member's objection, the facts supporting the objection, and the legal grounds on which the objection is based. Any objection must be personally signed by the Settlement Class Member. Class or group objections shall be prohibited.

**6.2.5** Any objection shall include documents sufficient to establish the basis for the objector's standing as a Settlement Class Member, such as (i) a declaration signed by the objector under penalty of perjury, with language similar to that included in the Claim Form attached hereto as Exhibit A, that the Settlement Class Member purchased at least one Product during the Class Period.

**6.2.6** Class Counsel shall have the right and Defendant shall reserve its right to respond to any objection no later than seven (7) days prior to the Final Fairness Hearing.

**6.2.7** If an objecting Settlement Class Member chooses to appear at the hearing, no later than twenty-one (21) days before the Fairness Hearing, a Notice of Intention to Appear, either In Person or Through an Attorney, must be filed with the Court and list the name, address and telephone number of the attorney, if any, who will appear.

**6.2.8** The Parties shall have the right to take discovery (including written discovery and depositions) from any Settlement Class Member that objects to the Settlement without further leave of court. If the Settlement Class Member that

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objects to the Settlement is represented by counsel, the Parties shall also have the right to take discovery from the Settlement Class Member's counsel without further leave of court.

**6.3 Requests for Exclusion.** Settlement Class Members shall have the right to elect to exclude themselves, or "opt out," of the monetary portion of this Agreement, relinquishing their rights to cash compensation under this Agreement and preserving their claims for damages that accrued during the Class Period, pursuant to this section:

**6.3.1** A Settlement Class Member wishing to opt out of this Agreement must do so in writing by sending to the Class Action Settlement Administrator by U.S. Mail a personally-signed letter including his or her name and address, and providing a clear statement communicating that he or she elects to be excluded from the Settlement Class. Class or group requests for exclusion shall be prohibited.

**6.3.2** Any request for exclusion or opt out must be postmarked on or before the opt-out deadline date specified in the Preliminary Approval Order, which is twenty-one (21) days before the Final Approval Hearing date. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

**6.3.3** The Class Action Settlement Administrator shall forward copies of any written requests for exclusion to Class Counsel and Defendant's Counsel, and shall file a list reflecting all requests for exclusion with the Court no later than seven (7) calendar days before the Settlement Hearing.

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**6.3.4** The Request for Exclusion must be personally signed by the Settlement Class Member.

**6.3.5** Any Settlement Class Member who properly opts out of the Settlement Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or be affected by, this Agreement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of the Settlement.

**6.4** Any Settlement Class Member who does not file a timely written request for exclusion as provided in the preceding Section 6.3 shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the Release in this Action, even if he or she has litigation pending or subsequently initiates litigation against Defendant relating to the claims and transactions released in this Action.

**6.5** Any Settlement Class Member who does not request exclusion from the Settlement has the right to object to the Settlement. Settlement Class Members may not both object and opt out of the Settlement. Any Settlement Class Member who wishes to object must timely submit an objection as set forth in Section 6.2 above. If a Settlement Class Member submits both an objection and a written request for exclusion, he or she shall be deemed to have complied with the terms of the procedure for requesting exclusion as set forth in Section 6.3 and shall not be bound by the Agreement if approved by the Court and the objection will not be considered by the Court.

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## **VII. RELEASES**

**7.1** Upon the Effective Date of this Class Settlement Agreement, Plaintiff and each member of the Settlement Class, and each of their successors, assigns, heirs, and personal representatives, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons. The Released Claims shall be construed as broadly as possible to effect complete finality over this litigation involving the advertising, labeling, and marketing of the released Products as set forth herein.

**7.2** Plaintiff fully understands that the facts upon which this Class Settlement Agreement is executed may hereafter be other than or different from the facts now believed by Plaintiffs and Class Counsel to be true and nevertheless agree that this Class Settlement Agreement and the Release shall remain effective notwithstanding any such difference in facts. Plaintiff acknowledges, and the Settlement Class is deemed to have acknowledged, that the definition of Released Claims in the Agreement was bargained for and was a key element of the Agreement.

**7.3** To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement, including but not limited to any Related Actions.



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**VIII. ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE INCENTIVE AWARDS**

**8.1** Class Counsel agrees to make, and Defendant agrees not to oppose, an application for an award of Attorneys' Fees and Expenses in the Action that will not exceed an amount equal to Thirty Three percent (33%) of the Settlement Fund of \$3,000,00.00. This shall be paid from the Settlement Fund and shall be the sole aggregate compensation paid by Defendant for Class Counsel representing the Class. The ultimate award of Attorneys' Fees and Expenses will be determined by the Court.

**8.2** Class Counsel shall allocate and distribute the Court's award of fees and expenses amongst themselves such that 50% of the fees and expenses are paid to Reese LLP and the other 50% of the fees and expenses are paid to Eggnatz Pascucci, P.A. Class counsel shall indemnify Defendant and its attorneys against any third-party action relating to attorneys' fees and expenses awarded to Class Counsel.

**8.3** Class Counsel agrees that any award of Attorneys' Fees and Expenses will be sought solely and exclusively in the Action. Class Counsel agrees that they will not seek or accept more than One Million Dollars and No cents (\$1,000,000.00) in Attorneys' Fees and Expenses.

**8.4** Defendant will not appeal from any order with respect to the award of Attorneys' Fees and Expenses provided that the order does not award Attorneys' Fees and Expenses in excess of the amount stated in Section 8.1. Defendant shall have the right to appeal in the event of an award of Attorneys' Fees and Expenses in excess of such amount. Defendant shall also have the right to withdraw from the settlement in the event of an award of Attorneys' Fees and Expenses in excess of such amount.

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**8.5** Within five (5) days after the Effective Date, Defendant shall pay, from the Settlement Fund, an Incentive Award of Five Thousand Dollars and No Cents (\$5,000.00) to the named plaintiff Megan Holve.

**8.6** Papers in support of Class Counsel's attorneys' fees and expenses and the Incentive Award shall be filed no later than fourteen (14) days prior to the Objection Deadline. Papers in support of Final Approval shall also be filed no later than fourteen (14) days prior to the Objection Deadline.

## **IX. NO ADMISSION OF LIABILITY**

**9.1** Defendant has denied and continues to deny that the labeling, advertising, or marketing of its Products is false, deceptive, or misleading to consumers or violates any legal requirement, including but not limited to the allegations that Defendant engaged in unfair, unlawful, fraudulent, or deceptive trade practices, breached an express warranty, or was unjustly enriched. Defendant is entering into this Class Settlement Agreement solely because it will eliminate the uncertainty, distraction, burden, and expense of further litigation. The provisions contained in this Class Settlement Agreement and the manner or amount of relief provided to Settlement Class Members herein shall not be deemed a presumption, concession, or admission by Defendant of any fault, liability, or wrongdoing as to any facts or claims that have been or might be alleged or asserted in the Action, or in any other action or proceeding that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received into evidence or otherwise used by any person in any action or proceeding, whether civil, criminal, or administrative, for any purpose other than as provided expressly herein.

**9.2** By entering into this Class Settlement Agreement, Defendant is not consenting to or agreeing to certification of the Settlement Class for any purpose other than to effectuate the settlement of the Action. The parties agree that if the Court does not approve this Class

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Settlement Agreement substantially in the form submitted (or in a modified form mutually acceptable to the Parties), including, without limitation, if the Court grants a fee application that would cause the total award for Attorneys' Fees and Expenses to exceed One Million Dollars and No Cents (\$1,000,000.00), or if this Class Settlement Agreement is terminated or fails to become effective or final in accordance with its terms, the Actions shall proceed as if no Party had ever agreed to such settlement, without prejudice to the right of any Party to take any and all action of any kind in the Actions.

## **X. TERMINATION OF SETTLEMENT**

**10.1** Plaintiff's Counsel, acting on behalf of Plaintiff and the Settlement Class, and Defendant shall each have the right to terminate this Agreement in each of their separate discretions by providing written notice to the other of an election to do so ("Termination Notice") within thirty (30) days following any of the following events: (i) the Court denies, in whole or in part, the motion to certify the Settlement Class; (ii) the Court enters an order declining to enter Preliminary Approval in any material respect; (iii) the Court enters an order refusing to approve this Agreement or any material part of it; or (iv) the Court, a court of appeal or any higher court enters an order declining to enter, reversing, vacating, materially modifying or dismissing, in whole or in part and in any material respect, the Order and Final Judgment.

**10.2** Except as otherwise provided herein, in the event the Settlement is terminated in accordance herewith, then the Parties to this Agreement shall be deemed to have reverted to their respective status in the Action as of the date hereof. In such event, the terms and provisions of this Agreement shall have no further force and effect and shall not be used in the Action or in any other proceeding or for any purpose, and the Parties will jointly make an application requesting that any judgment entered by the Court in accordance with the terms of this Agreement, including any certification of a Settlement Class, shall be treated as vacated, *nunc*

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*pro tunc*. Within fifteen (15) days following any Termination Notice being delivered to the Fund Institution, the Settlement Fund shall be returned in its entirety to Defendant (including any accrued interest thereon), less any taxes due and expenditures made for notice and administrative costs, if any, pursuant to Section V of this Agreement. At the request of Defendant's Counsel, the Fund Institution shall apply for any tax refund owed on the Settlement Fund and pay the proceeds to Defendant.

## **XI. ADDITIONAL PROVISIONS**

**11.1** The Parties agree that information and documents exchanged in negotiating this Settlement Agreement were done so pursuant to Fed. R. Evid. 408, and no such confidential information exchanged or produced by either side may be revealed for any other purpose than this Settlement. This does not apply to publicly-available information or documents.

**11.2** The Parties agree to return or dispose of confidential documents and information exchanged in negotiating this Settlement Agreement within Fifteen days of the Effective Date. This does not apply to publicly available information or documents.

**11.3** The Parties agree that the terms of the Class Settlement Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

**11.4** The Parties and their respective counsel agree to use their best efforts and to cooperate fully with one another (i) in seeking preliminary and final Court approval of this settlement; and (ii) in effectuating the full consummation of the settlement provided for herein.

**11.5** Each counsel or other person executing this Class Settlement Agreement on behalf of any Party hereto warrants that such person has the authority to do so.

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**11.6** This Class Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Executed counterparts shall be deemed valid if delivered by mail, courier, electronically, or by facsimile.

**11.7** This Class Settlement Agreement shall be binding upon and inure to the benefit of the settling Parties (including all Settlement Class Members), their respective agents, attorneys, insurers, employees, representatives, officers, directors, partners, divisions, subsidiaries, affiliates, associates, assigns, heirs, successors in interest, and shareholders, and any trustee or other officer appointed in the event of a bankruptcy, as well as to all Released Persons as defined in Section 2.24. The waiver by any Party of a breach of this Class Settlement Agreement by any other Party shall not be deemed a waiver of any other breach of this Class Settlement Agreement.

**11.8** This Class Settlement Agreement and any exhibits attached to it constitute the entire agreement between the Parties hereto and supersede any prior agreements or understandings, whether oral, written, express, or implied between the Parties with respect to the settlement.

**11.9** No amendment, change, or modification of this Class Settlement Agreement or any part thereof shall be valid unless in writing, signed by all Parties and their counsel, and approved by the Court.

**11.10** The Parties to this Class Settlement Agreement each represent to the other that they have received independent legal advice from attorneys of their own choosing with respect to the advisability of making the settlement provided for in this Class Settlement Agreement, and with respect to the advisability of executing this Class Settlement Agreement, that they have read

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this Class Settlement Agreement in its entirety and fully understand its contents, and that each is executing this Class Settlement Agreement as a free and voluntary act.

**11.11** Except as otherwise provided herein, all notices, requests, demands, and other communications required or permitted to be given pursuant to this Class Settlement Agreement shall be in writing and shall be delivered personally, by facsimile, by e-mail, or by overnight mail, to the undersigned counsel for the Parties at their respective addresses.

**11.12** The titles and captions contained in this Class Settlement Agreement are inserted only as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of this Class Settlement Agreement or the intent of any of its provisions. This Class Settlement Agreement shall be construed without regard to its drafter, and shall be construed as though the Parties participated equally in the drafting of this Class Settlement Agreement.

**11.13** The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Class Settlement Agreement and the Parties to the Class Settlement Agreement submit to the jurisdiction of the Court for those purposes.

**11.14** To the extent Class Counsel wish to issue any general or public communication about the settlement, any such public statement shall be limited to publicly available information and documents filed in this action and/or in a form mutually agreed upon by Class Counsel and Defendant's Counsel.

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**IN WITNESS WHEREOF**, McCormick & Company, Inc., and Megan Holve on behalf of herself and all others similarly situated, intending to be legally bound hereby, have duly executed this Class Settlement Agreement as of the date set forth below, along with their counsel.

Dated: 05/06/2021

By: Megan Holve  
Plaintiff Megan Holve

**MCCORMICK & COMPANY, INC.**

Dated: MAY 7, 2021

By: Jeffery Schwartz  
Jeffery Schwartz  
General Counsel

**REESE LLP**

Dated: May 5, 2021

By: Michael R. Reese  
Michael R. Reese, Esq.

**EGGNATZ PASCUCCI, P.A.**

Dated: May 5, 2021

By: Joshua H. Eggnatz  
Joshua H. Eggnatz, Esq.

*Co-Lead Class Counsel*

**HOGAN LOVELLS US LLP**

Dated: May 7, 2021

By: Benjamin A. Fleming  
Pieter Van Tol, Esq.  
Benjamin A. Fleming, Esq.

*Counsel for*  
*Defendant McCormick & Company, Inc.*

## **EXHIBIT A**



**Your claim must be  
submitted online or  
postmarked by:  
[DEADLINE]**

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NEW YORK**

**HOLVE v. MCCORMICK & COMPANY, INC.  
CASE NO. 6:16-CV-06702  
Claim Form**

**MCC**

**CLAIM FORM INSTRUCTIONS**

1. You may submit your Claim Form online at *McCormickSettlement.com* or by U.S. Mail to the following address: *Holve v. McCormick* Settlement, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Please make sure to include the completed and signed Claim Form and all supporting materials in one envelope.
2. You must complete the entire Claim Form. Please type or write your responses legibly.
3. Please keep a copy of your Claim Form and any supporting materials you submit. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. Copies of documentation submitted in support of your Claim should be clear and legible.
4. If your Claim Form is incomplete or missing information, the Settlement Administrator may contact you for additional information. If you do not respond, the Settlement Administrator will be unable to process your claim, and you will waive your right to receive money under the Settlement.
5. If you have any questions, please contact the Settlement Administrator by email at [EMAIL ADDRESS] or by mail at the address listed above.
6. **You must notify the Settlement Administrator if your address changes. If you do not, you may not receive your payment.**
7. **DEADLINE -- Your claim must be submitted online by [DEADLINE DATE]. Claim Forms submitted by mail must be postmarked no later than [DEADLINE DATE].**

**Your claim must be  
submitted online or  
postmarked by:  
[DEADLINE]**

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NEW YORK**

**HOLVE V. MCCORMICK & COMPANY, INC.  
CASE NO. 6:16-CV-06702  
Claim Form**

**MCC**

## **I. YOUR CONTACT INFORMATION AND MAILING ADDRESS**

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

**First Name**

**Last Name**

**Street Address**

**City**

**State**

**Zip Code**

<input type="text"/>	<input type="text"/>
----------------------	----------------------

**Email Address**

**Telephone Number**

## **II. PURCHASE INFORMATION OR DOCUMENTATION**

Please select **one** of the following options. If you do **not** have proof of purchase, complete the chart on the next page.

☐ **I am enclosing proof of purchase** in the form of a point of purchase receipt from a third-party retail source that reasonably establishes the fact and date of the purchase of the Product during the Class Period in the United States. You may receive \$1.00 for each Product purchased, with no cap or limit.

Please provide the number of Products purchased during the Class Period for which you are providing proof of purchase:

☐ **I do not have proof of my Product purchase.** Provide the Product names(s), approximate date(s) of purchase, store name(s) and store location(s) in the chart on the next page. You will receive \$1.00 for each Product purchased, up to a maximum of 15 Products.

The claimed purchases must be direct retail (in-store or online) purchases made by you and the purchases were not made for purposes of resale or commercial use.

Final payment amounts may be proportionately increased or decreased on a pro rata basis depending on the total amount of timely, valid and approved Claim Forms.

**Your claim must be  
submitted online or  
postmarked by:  
[DEADLINE]**

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NEW YORK**

HOLVE V. MCCORMICK & COMPANY, INC.  
CASE NO. 6:16-CV-06702

**Claim Form**

**MCC**

	Product Name	Approximate Date of Purchase (MM/YY)	Name of Retail Store Product was Purchased	Store Location
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

### III. PAYMENT SELECTION

Please select **one** of the following payment options:

- ☐ **PayPal** - Enter your PayPal email address: \_\_\_\_\_
- ☐ **Physical Check** - Payment will be mailed to the address provided above.

### IV. VERIFICATION AND ATTESTATION

By signing below and submitting this Claim Form, I hereby affirm that I am the person identified above and the information provided in this Claim Form, including supporting documentation is true and correct, and that nobody has submitted another claim on my behalf in connection with this Settlement.

\_\_\_\_\_  
Your signature

Date: \_\_\_\_\_  
MM DD YYYY

\_\_\_\_\_  
Your name

## **EXHIBIT B**

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

**UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF NEW YORK**

### **If you purchased certain McCormick products, you may be eligible for a cash payment from a class action settlement.**

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

- A settlement has been reached with McCormick & Company, Inc. (“McCormick” or Defendant) in a class action lawsuit about the labeling, marketing and advertising of certain McCormick products.
- You are included in this settlement as a Settlement Class Member if you purchased certain McCormick products labeled as “Natural” or “All Natural” from January 1, 2013 through [PRELIMINARY APPROVAL DATE].
- Your rights are affected whether you act or don’t act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM</b>	The only way to receive a payment from this Settlement. If you submit a Claim Form, you will give up the right to sue the Defendant in a separate lawsuit about the legal claims this settlement resolves.	[DEADLINE]
<b>EXCLUDE YOURSELF</b>	Get no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims this settlement resolves.	[DEADLINE]
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not exclude yourself from the settlement, you may object to it by writing to the Court about why you don’t like the settlement. If you object, you may also file a claim for a payment. You may object to the settlement and ask the Court for permission to speak at the Final Approval Hearing about your objection.	[DEADLINE]
<b>DO NOTHING</b>	Unless you exclude yourself, you are automatically part of the settlement. However, if you do nothing, you will not get a payment from this settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant about the legal claims resolved by this settlement.	No Deadline

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement.

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## BASIC INFORMATION

### 1. Why was this Notice issued?

A court authorized this Notice because you have a right to know about the proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval to the settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The Honorable Frank P. Geraci, Jr. of the United States District Court for the Western District of New York is overseeing this class action. The case is known as *Holve v. McCormick & Company, Inc.*, Case No. 6:16-cv-06702 (W.D.N.Y.). The individual that filed this lawsuit is called the “Plaintiff” and the company they sued, McCormick & Company, Inc., is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit is about the labeling, marketing and advertising of certain McCormick brand products. Plaintiff alleges that the Defendant made false and misleading claims regarding the labeling of certain products as “Natural” or “All Natural.” The Defendant denies all of the allegations in the Litigation.

For a complete list of Products, please visit *McCormickSettlement.com*

### 3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Megan Holve) sue on behalf of other people with similar claims. Together, the people included in the class action are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

### 4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. Instead, the Plaintiff and Defendant agreed to a settlement. This way, they avoid the cost and burden of a trial and the people affected can get benefits. The Class Representative and the attorneys representing the Settlement Class think the settlement is best for all Settlement Class Members.

#### WHO IS IN THE SETTLEMENT

### 5. Who is in the Settlement?

The Settlement Class includes all persons and entities who both resided in the United States, including, but not limited to its territories, and purchased in the United States any of the Defendant Products for their household use or personal consumption and not for resale from January 1, 2013 through [PRELIMINARY APPROVAL] (the “Class Period”).

For a complete list of Products, please visit *McCormickSettlement.com*

### 6. Are there exceptions to being included?

Yes. The Settlement Class does not include: The Defendant’s board members or executive-level officers, including its attorneys; governmental entities; the Court, the Court’s immediate family, and the Court staff; and any person that timely and properly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by emailing the Settlement Administrator at [EMAIL ADDRESS] or calling the Settlement Administrator at XXX-XXX-XXXX. You may also view the Class Settlement Agreement at *McCormickSettlement.com*

#### THE SETTLEMENT BENEFITS

### 7. What does the Settlement provide?

The Settlement provides for a Settlement Fund in the amount of \$3,000,000 to pay (1) Settlement Class Members who submit valid and timely Claim Forms; (2) Attorneys’ Fees and Expenses that the Court

awards; (3) Class Notice and Administration costs; and (4) any Incentive Award to the Plaintiff approved by the Court.

In addition, the Defendant will make modifications to the Products' labeling and will make modifications to the Products' website. More information about the modifications can be found in the Class Settlement Agreement available at [McCormickSettlement.com](http://McCormickSettlement.com)

#### **8. How much will my payment be?**

If you submit a valid Claim Form with Proof of Purchase, you will receive a cash payment of \$1.00 for each Product purchased, with no limit or cap.

If you submit a valid Claim Form without Proof of Purchase, you will receive a cash payment of \$1.00 for each Product purchased, up to a maximum of fifteen (15) Products.

The final payment amounts may be proportionately increased or decreased on a *pro rata* basis depending on the total amount of timely, valid and approved Claim Forms received.

#### **9. What claims am I releasing if I stay in the Settlement Class?**

Unless you exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this settlement resolves. The "Released Claims" section in the Class Settlement Agreement describes the legal claims that you release if you remain in the Settlement Class. The Class Settlement Agreement can be found at [McCormickSettlement.com](http://McCormickSettlement.com)

### **HOW TO GET A PAYMENT—MAKING A CLAIM**

#### **10. How do I submit a claim and get a cash payment?**

You must complete and submit a Claim Form by [DEADLINE DATE]. Claim Forms may be submitted online at [McCormickSettlement.com](http://McCormickSettlement.com) or printed from the website and mailed to the Settlement Administrator at *Holve v. McCormick* Settlement, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

You may contact the Settlement Administrator to request a claim form by telephone XXX-XXX-XXXX, email [EMAIL ADDRESS], or U.S. mail at *Holve v. McCormick* Settlement, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

#### **11. What is the deadline for submitting a claim?**



Claims must be submitted online by [DEADLINE DATE]. Claim Forms submitted by mail must be postmarked no later than [DEADLINE DATE].

## **12. When will I get my payment?**

The Court will hold a Final Approval Hearing on [DATE], to decide whether to approve the Settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, if and when the Court grants final approval to the settlement and after any appeals are resolved.

The date and time of the Final Approval Hearing is subject to modification by the Court so check *McCormickSettlement.com* for updates.

### **THE LAWYERS REPRESENTING YOU**

## **13. Do I have a lawyer in the case?**

Yes. The Court has appointed the law firms of Reese LLP and Eggnatz Pascucci, P.A. to represent you and the Settlement Class. These attorneys are called Class Counsel. You will not be charged for their services.

## **14. Should I get my own lawyer?**

You do not need to hire your own lawyer because Class Counsel works for you. If you want your own lawyer, you may hire one at your own expense.

## **15. How will the lawyers be paid?**

Class Counsel will ask the Court for an award of attorneys' fees and costs of up to \$1,000,000. They will also ask the Court to approve a \$5,000 service award for the named Plaintiff. The Court may award less than these amounts.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

## **16. How do I opt out of the Settlement?**

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to sue the Defendant on your own about the legal issues in this case, then you must take steps to exclude

yourself from the Settlement Class. This is called “opting out” of the Settlement Class. The deadline for requesting exclusion from the Settlement is **[DEADLINE DATE]**.

To exclude yourself from the settlement, you must submit a written request for exclusion by mail. Your request for exclusion must include: (1) your name; (2) your current address; (3) a statement that you are a Class Member and you purchased one or more of the Products during the Class Period and wish to be excluded from the settlement in *Holve v. McCormick & Company, Inc.*, Case No. 6:16-cv-06702-FPG (W.D.N.Y.); and (4) must be personally signed. Your request for exclusion must be mailed to the Settlement Administrator so it is postmarked no later than **[DEADLINE DATE]**:

*Holve. v. McCormick* Settlement  
ATTN: Exclusion Request  
PO Box 58220  
Philadelphia, PA 19102

If you exclude yourself, you are telling the Court you do not want to be part of the settlement. You will not be eligible to receive a payment if you exclude yourself.

#### COMMENTING ON OR OBJECTING TO THE SETTLEMENT

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

If you are a Class Member, you can object to the settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

Your objection must include a caption or title that identifies it as “Objection to Class Settlement in *Holve v. McCormick & Company, Inc.*, Case No. 6:16-cv-06702-FPG (W.D.N.Y.)”; and (a) the name, address, and telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel with counsel’s contract information; (b) a list of any other objections filed in any court for the past five (5) years; (c) if he or she is represented by counsel, a list of objections filed by that counsel in any court for the past (5) years; (d) any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector’s counsel and any other person or entity; (e) a statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel; and (f) a clear and concise statement of the Settlement Class Member’s objection, the facts supporting the objection, and the legal grounds on which the objection is based. Any objection must be personally signed by the Settlement Class Member.

Class or group objections shall be prohibited.

Any objection shall include documents to establish the basis for the objector’s standing as a Settlement Class Member, such as (i) a declaration personally signed by the objector under penalty of perjury, with language that the Settlement Class Member purchased at least one Product during the Class Period.

Your written objection may be filed with the Court, with a copy delivered to Class Counsel and Defense Counsel at the addresses below by **[DEADLINE DATE]**:

Court	Class Counsel	Defense Counsel
<b>Clerk of the United States District Court for the Western District of New York</b> 100 State Street Rochester, NY 14614	<b>Reese LLP</b> 100 West 93 <sup>rd</sup> Street, 16 <sup>th</sup> Floor New York, NY 10025  <b>Eggnatz Pascucci, P.A.</b> 7450 Griffin Road, Suite 230 Davie, FL 33314	<b>Hogan Lovells US LLP</b> 390 Madison New York, NY 10017

You or your attorney may speak at the Final Approval Hearing about your objection. To do so, you must include a statement in your objection indicating that you or your attorney intend to appear at the Final Approval Hearing. Remember, your objection must be filed with the Court, with copies delivered to Class Counsel and Defense Counsel by [**DEADLINE DATE**].

### 18. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and telling the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it no longer affects you.

## THE COURT'S FINAL APPROVAL HEARING

### 19. When is the Court's Final Approval Hearing?

The Court will hold a Final Approval Hearing at [**TIME**], on [**DATE**], in Courtroom [**X**] located at United States District Court for the Western District of New York, 100 State Street, Rochester, New York 14614. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. It will also consider whether to approve Class Counsel's request for an award of attorneys' fees and costs, as well as the Class Representative's incentive award. If there are objections, the Court will consider them. Judge Geraci will listen to people who have asked to speak at the hearing (*see* Question 17 above). After the hearing, the Court will decide whether to approve the settlement.

The date or time of the Final Approval Hearing may change. Be sure to check the Settlement Website, *McCormickSettlement.com*, for any updates.

### 20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the Final Approval Hearing to talk about it. If you delivered your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

#### **IF I DO NOTHING**

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

If you are a Class Member and you do nothing, you will give up the rights explained in Question 9, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against McCormick & Company, Inc. and the Released Parties about the legal issues resolved by this settlement. In addition, you will not receive a payment from this settlement.

#### **GETTING MORE INFORMATION**

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

This Notice summarizes the proposed settlement. Complete details are provided in the Class Settlement Agreement. The Class Settlement Agreement and other related documents are available at *McCormickSettlement.com*.

If you have additional questions, you may contact the Settlement Administrator by email, phone, or mail:

Email: [EMAIL ADDRESS]

Toll-Free: [XXX-XXX-XXXX]

Mail: *Holve v. McCormick* Settlement, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Publicly filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Western District of New York or reviewing the Court's online docket.

## **EXHIBIT C**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NEW YORK  
(ROCHESTER DIVISION)**

**MEGAN HOLVE, individually and on behalf of  
all others similarly situated,**

**Plaintiff,**

**v.**

**MCCORMICK & COMPANY, INC.,  
a Maryland Corporation**

**Defendant.**

Civil Action No. 6:16-cv-06702 (FPG)

**DECLARATION OF STEVEN WEISBROT OF ANGEION GROUP RE: PROPOSED  
NOTICE PROGRAM**

I, Steven Weisbrot, Esq., declare under penalty of perjury as follows:

1. I am the President and Chief Innovation Officer at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). I am fully familiar with the facts contained herein based upon my personal knowledge.
2. I have been responsible in whole or in part for the design and implementation of hundreds of court-approved notice and administration programs, including some of the largest and most complex notice plans in recent history. I have taught numerous accredited Continuing Legal Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital Media in Due Process Notice Programs, as well as Claims Administration, generally. I am the author of multiple articles on Class Action Notice, Claims Administration, and Notice Design in publications such as Bloomberg, BNA Class Action Litigation Report, Law360, the ABA Class Action and Derivative Section Newsletter, and I am a frequent speaker on notice issues at conferences throughout the United States and internationally.

3. I was certified as a professional in digital media sales by the Interactive Advertising Bureau (“IAB”) and I am co-author of the Digital Media section of Duke Law’s *Guidelines and Best Practices—Implementing 2018 Amendments to Rule 23* and the soon to be published George Washington Law School Best Practices Guide to Class Action Litigation.

4. I have given public comment and written guidance to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media and print publication, in effecting Due Process notice, and I have met with representatives of the Federal Judicial Center to discuss the 2018 amendments to Rule 23 and offered an educational curriculum for the judiciary concerning notice procedures.

5. Prior to joining Angeion’s executive team, I was employed as Director of Class Action services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior to my notice and claims administration experience, I was employed in private law practice.

6. My notice work comprises a wide range of class actions that include product defect, data breach, mass disasters, false advertising, employment discrimination, antitrust, tobacco, banking, firearm, insurance, and bankruptcy cases.

7. I have been at the forefront of infusing digital media, as well as big data and advanced targeting, into class action notice programs. For example, the Honorable Sarah Vance stated in her December 31, 2014 Order in *In Re: Pool Products Distribution Market Antitrust Litigation*, MDL No. 2328:

To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan.... The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process.

The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement.

As detailed below, courts have repeatedly recognized my work in the design of class action

notice programs:

(a) On February 24, 2017, The Honorable Ronald B. Rubin in *James Roy et al. v. Titeflex Corporation et al.*, No. 384003V (Md. Cir. Ct.), noted when granting preliminary approval to the settlement:

What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make a decision. To me that is a key piece of this deal. ***I think the notice provisions are exquisite.*** (Emphasis added).

(b) Likewise, on July 21, 2017, The Honorable John A. Ross in *In Re Ashley Madison Customer Data Security Breach Litigation*, MDL No. 2669 (E.D. Mo.), stated in the Court's Order granting preliminary approval of the settlement:

The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in *People* and *Sports Illustrated*, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04 —***is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.*** (Emphasis added).

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

(c) In the *In Re Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices, and Products Liability Litigation*, Case No. 17-md-02777-EMC (N.D. Cal.), in the Court's February



11, 2019 Order, the Honorable Edward M. Chen ruled:

[In addition] the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media “marketing” – is the “best notice . . . practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and “reminder” first-class mail notice when AEM becomes available).

(d) On June 26, 2018, in his Order granting preliminary approval of the settlement in *Mayhew v. KAS Direct, LLC, et al.*, Case No. 16-cv-6981 (VB) (S.D.N.Y.), The Honorable Vincent J. Briccetti ruled:

In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

(e) A comprehensive summary of judicial recognition Angeion has received is attached hereto as **Exhibit A**.

8. Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over \$15 billion to class members. The executive profiles as well as the company overview are available at [www.angeiongroup.com/our\\_team.htm](http://www.angeiongroup.com/our_team.htm).

9. As a class action administrator, Angeion has regularly been approved by both federal and state courts throughout the United States and abroad to provide notice of settlement and claims processing services.

10. Angeion has been retained as the administrator for this matter. This declaration will describe the Notice Program that we suggest implementing in this matter, including the considerations that informed the development of the plan, and why we believe it will provide Due Process of Law to the Class.

#### **SUMMARY OF THE NOTICE PROGRAM**

11. In my professional opinion, the Notice Program detailed below is the best notice that is practicable under the circumstances and fully comports with due process and Fed. R. Civ. P. 23. The Notice Program provides for a state-of-the-art media campaign comprised of internet and social media advertising and a paid search campaign. The Notice Program also provides for the implementation of a dedicated settlement website and toll-free telephone line where Class Members can learn more about their rights and options pursuant to the terms of the Settlement and a customized claim stimulation package to further diffuse news of the settlement.

12. As discussed in greater detail below, the media campaign component of the Notice Program is designed to deliver an approximate 70.12% reach with an average frequency of 3.86 times. This number is calculated using objective syndicated advertising data relied upon by most advertising agencies and brand advertisers. It is further verified by sophisticated media software

and calculation engines that cross reference which media is being purchased with the media habits of our specific target audience. What this means in practice is that 70.12% of our Target Audience will see a digital advertisement concerning the Settlement an average of 3.86 times each. The 70.12% reach is separate and apart from the dedicated website and toll-free telephone line, as well as the claim stimulation package, all of which are difficult to measure in terms of reach percentage but will nonetheless provide awareness and further diffuse news of the Settlement to Class Members.

13. The Federal Judicial Center states that a publication notice plan that reaches 70% of class members is one that reaches a “high percentage” and is within the “norm”. Barbara J. Rothstein & Thomas E. Willging, Federal Judicial Center, “Managing Class Action Litigation: A Pocket Guide for Judges”, at 27 (3d Ed. 2010).

#### **CLASS DEFINITION**

14. The Class is defined as: all persons and entities who, during the Class Period, both resided in the United States, including, but not limited to its territories, and purchased in the United States any of the Defendant Products for their household use or personal consumption and not for resale. Excluded from the Settlement Class are: (a) Defendant’s board members or executive-level officers, including its attorneys; (b) governmental entities; (c) the Court, the Court’s immediate family, and the Court staff; and (d) any person that timely and properly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

#### **MEDIA NOTICE**

15. Angeion will utilize a form of internet advertising known as Programmatic Display Advertising, which is the leading method of buying digital advertisements in the United States. It has been reported that U.S. advertisers spent nearly \$65.74 billion on programmatic display advertising in 2020 and it is estimated that almost 86.5%, or \$81.58 billion, of all U.S. digital display ad dollars will transact programmatically in 2021<sup>1</sup>. In laymen’s terms, programmatic

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<sup>1</sup> <https://www.emarketer.com/content/us-programmatic-digital-display-advertising-outlook-2021>

advertising is a method of advertising where an algorithm identifies and examines demographic profiles and uses advanced technology to place advertisements on the websites where members of the audience are most likely to visit (these websites are accessible on computers, mobile phones and tablets).

16. The Class definition was used as the starting point to create the media notice campaign. To develop the media notice campaign and to verify its effectiveness, our media team analyzed data from 2020 comScore Multi-Platform//GfK MRI Media + Fusion<sup>2</sup> to profile the class and arrive at the Target Audience. The following syndicated research definition was used to profile Class Members and create an appropriate Target Audience:

- Seasonings & Spices: Households: Used in last 6 months: McCormick “or” Gravy/Sauce Mixes “And” Cooking Sauces: Households: Used in last 6 months: McCormick “and”
- Food Attitudes: I regularly eat organic foods. Agree completely.

17. Based on the target definition, the potential audience size is estimated to be 12,821,000 individuals. The Target Audience is based on objective syndicated data, which will allow the parties to report the reach and frequency to the court, with the confidence that the reach within the Target Audience and the number of exposure opportunities complies with due process and exceeds the Federal Judicial Center’s threshold as to reasonableness in notification programs.

18. Understanding the socio-economic characteristics, interests and practices of a target group aids in the proper selection of media to reach that target. Here, the Target Audience has the following characteristics:

- 69.27% are ages 25-64, with a median age of 41.9
- 56.00% are female

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<sup>2</sup> GfK MediaMark Research and Intelligence LLC (“GfK MRI”) provides demographic, brand preference and media-use habits, and captures in-depth information on consumer media choices, attitudes, and consumption of products and services in nearly 600 categories. comSCORE, Inc. (“comSCORE”) is a leading cross-platform measurement and analytics company that precisely measures audiences, brands and consumer behavior, capturing 1.9 trillion global interactions monthly. comSCORE’s proprietary digital audience measurement methodology allows marketers to calculate audience reach in a manner not affected by variables such as cookie deletion and cookie blocking/rejection, allowing these audiences to be reach more effectively. comSCORE operates in more than 75 countries, serving over 3,200 clients worldwide.

- 58.02% are now married
- 45.72% have children
- 34.85% have received a bachelor's or post-graduate degree
- 51.43% are currently employed full time
- The average household income is \$78,000
- 86.87% have used Facebook in the last 30 days

19. To identify the best vehicles to deliver messaging to the Target Audience, Angeion also reviewed the media quintiles, which measure the degree to which an audience uses media relative to the general population. Here, the objective syndicated data shows that members of the Target Audience are “heavy” internet users.

20. Given the strength of digital advertising, as well as our Target Audience's internet use and affinity for Facebook, we recommend utilizing a robust internet advertising campaign in conjunction with a strategic social media campaign to reach Class Members. This media schedule will allow us to deliver an effective reach level and a vigorous frequency, which will provide due and proper notice to the class.

21. Multiple targeting layers will be implemented into the programmatic campaign to help ensure delivery to the most appropriate users, inclusive of the following tactics:

- Predictive Targeting (prospecting): The technique utilizes technology to “predict” which users will be served the ad.
- Audience Targeting: This technique utilizes technology and data to serve the impressions to the intended audience based on demographics, purchase behaviors and interests.
- Geotargeting: The campaign will be targeted nationwide, with a weighted delivery based on how the measured audience is geographically spread throughout the country.
- Site Retargeting: This technique is a targeting method used to reach potential Settlement Class Members who have already visited the dedicated case website while they browse other pages. This allows Angeion to provide a potential Settlement Class Member sufficient exposure to an advertisement about the settlement to convince them to act.

- Search Targeting: This technique allows Angeion to target individuals that are currently browsing or are known purchasers of *McCormick* brand products.

22. To combat the possibility of non-human viewership of the digital advertisements and to verify effective unique placements, Angeion employs Oracle's BlueKai, LiveRamp, and/or Lotame, which are demand management platforms ("DMP"), as well as comScore Content Activation, DoubleVerify, GrapeShot, Peer39 and Moat are online ad verification and security provider examples, which will be deployed to provide a higher quality of service to ad performance.

23. DMPs encompass learning technology which also allow Angeion to learn more about the online audiences that are being reached. From this data, profiles can be developed and leveraged for changes in targeting strategies to increase the overall performance of the digital campaign. These insights help Angeion to understand the type of user profile that is most valuable to campaign success.

24. The internet banner notice portion will be implemented using desktop and mobile campaign, including smartphones and tablets, utilizing standard IAB sizes (160x600, 300x250, 728x90, 300x600, 320x50 and 300x50). The internet banner notice portion is designed to serve approximately 15,384,615 impressions and is strategically designed to notify and drive Class Members to the dedicated settlement website, where they can find more information about the Settlement and are able to submit a claim form.

25. To track campaign success, Angeion will implement conversion pixels throughout the settlement website to better understand audience behavior and identify those members who are most likely to convert. The programmatic algorithm will change based on success and failure to generate conversions throughout the process. Successful conversion on the claim submission button will be the primary goal, driving optimizations.

### **SOCIAL MEDIA CAMPAIGN**

26. The Notice Program also includes a social media campaign utilizing Facebook<sup>3</sup>, which is one of the leading social media platforms in North America and which approximately 87% of our Target Audience interacted with in the last month. The social media campaign uses an interest-based approach which focuses on the interests that users exhibit while on the social media platform. For example, if a Class Member created or likes a post about a *McCormick* brand product, they are likely to be targeted with an ad about the settlement.

27. The social media campaign will engage with the Target Audience via a mix of news feed and story units to optimize performance via the Facebook desktop site, mobile site and mobile app. Facebook image ads will appear natively in desktop newsfeeds (on Facebook.com) and mobile app newsfeeds (via the Facebook app or Facebook.com mobile site), and on desktops via right-column ads.

28. Additionally, specific tactics will be implemented to further qualify and deliver impressions to the Target Audience. We will use Facebook Marketing platform and its technology to serve ads to the Target Audience. *Look-a-like modeling* allows the use of consumer characteristics to serve ads. Based on these characteristics, we can build different consumer profile segments to ensure the notice plan messaging is delivered to the proper audience. *Conquesting* allows ads to be served in relevant placements to further alert prospective Class Members. The social media ads will further be geo-targeted with a weighted delivery to account for the geographics of the Target Audience if this information is available.

29. The social media campaign will coincide with the programmatic display advertising portion of the Notice Program and is designed to deliver approximately 19,230,769 impressions via Facebook.

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<sup>3</sup> In 2020, Facebook had an approximate 223 million users in the United States. (<https://www.statista.com/statistics/408971/number-of-us-facebook-users/>).

### **PAID SEARCH CAMPAIGN**

30. The Notice Program also includes a paid search campaign on Google to help drive Class Members who are actively searching for information about the Settlement to the dedicated Settlement Website. Paid search ads will complement the programmatic and social media campaigns, as search engines are frequently used to locate a specific website, rather than a person typing in the URL. Search terms would relate to not only the Settlement itself but also the subject-matter of the litigation. In other words, the paid search ads are driven by the individual user's search activity, such that if that individual searches for (or has recently searched for) the Settlement, litigation or other terms related to the Settlement, that individual could be served with an advertisement directing them to the Settlement Website.

### **CLAIMS STIMULATION PROGRAM**

31. In addition to the above-described notice efforts, Angeion will implement a customized and strategic Claims Stimulation package consisting of sponsored listings on two leading class action settlement websites, active listening on Twitter and a press release. The Claims Stimulation noticing will use simplified messaging specifically designed to drive Class Members to the settlement website and ultimately submit a claim. The timing of the additional noticing is intended to capitalize on the earned media (*i.e.*, mainstream, and social media attention) this Settlement is likely to receive given the popularity of McCormick brand products.

#### **Sponsored Class Action Website Listings**

32. Angeion will cause the Settlement to be listed and promoted through two leading class action settlement websites, [www.topclassactions.com](http://www.topclassactions.com) and [www.classaction.org](http://www.classaction.org). These sites are known to create awareness of pending settlements among consumers and, while not measured in terms of the reported reach percentage, will be instrumental in seeding and disbursing news of the underlying settlement. Top Class Actions averages 3 million monthly visitors, has approximately 900,000 newsletter subscribers and 145,000 Facebook followers. ClassAction.org averages 100,000 page-views per month and has approximately 130,000 newsletter subscribers.



Representative samples of listings on Top Class Actions and ClassAction.org can be viewed on their respective websites.

33. The promotion these websites is not capable of precise reach calculations and is thus not included in the reach and frequency figures presented to the Court. Nonetheless, this mechanism will serve an important function in that they will help stimulate interest in the Settlement and drive Class Members to the dedicated settlement website to read and understand their rights and options under the Settlement.

### **Social Media**

34. Angeion will also cause the settlement to be promoted on Twitter. Our methodology includes an “active listening” component wherein we monitor Twitter traffic for discussion of the settlement, and actively provide notice, and/or answers to frequently asked question via Twitter as appropriate.

### **Press Release**

35. Angeion will cause a press release to be distributed over the general national circuit on GlobeNewswire to further diffuse news of the Settlement. This distribution will help garner “earned media” separate and apart to supplement the direct notice efforts outlined herein which will lead to increased awareness and participation amongst members of the Settlement Class.

## **RESPONSE MECHANISMS**

36. The Notice Program will also implement the creation of a case-specific website, where Class Members can easily view general information about this class action Settlement, review relevant Court documents, and view important dates and deadlines pertinent to the Settlement. The website will be designed to be user-friendly and make it easy for Class Members to find information about the case. The website will also have a “Contact Us” page whereby Class Members can send an email with any additional questions to a dedicated email address. Likewise, Class Members will also be able to submit a claim form online via the Settlement Website.

37. A toll-free hotline devoted to this case will be implemented to further apprise Class Members of their rights and options pursuant to the terms of the Settlement. The toll-free hotline

will utilize an interactive voice response (“IVR”) system to provide Class Members with responses to frequently asked questions and provide essential information regarding the Settlement. This hotline will be accessible 24 hours a day, 7 days a week. Additionally, Class Members will be able to request a copy of the Long-Form Notice or Claim Form via the toll-free hotline.

### **REACH AND FREQUENCY**

38. This declaration describes the reach and frequency evidence which courts systemically rely upon in reviewing class action publication notice programs for adequacy. The reach percentage exceeds the guidelines as set forth in the Federal Judicial Center’s Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide to effectuate a notice program which reaches a high degree of class members.

39. Specifically, the media portions of the Notice Program are designed to deliver an approximate 70.12% reach with an average frequency of 3.86 times each. The 70.12% reach does not include the dedicated settlement website or toll-free hotline, which are not calculable in reach percentage but will nonetheless aid in informing Class Members of their rights and options under the Settlement and is also independent from the claim stimulation package.

### **NOTICE PURSUANT TO THE CLASS ACTION FAIRNESS ACT OF 2005**

40. Within ten days of the filing of the Class Action Settlement Agreement with this Court, Angeion will cause notice to be disseminated to the appropriate state and federal officials pursuant to the requirements of the Class Action Fairness Act, 28 U.S.C. §1715.

### **PLAIN LANGUAGE NOTICE DESIGN**

41. The proposed Notice forms used in this matter are designed to be “noticed,” reviewed, and by presenting the information in plain language, understood by members of the Settlement Class. The design of the notices follows the principles embodied in the Federal Judicial Center’s illustrative “model” notices posted at [www.fjc.gov](http://www.fjc.gov). The notice forms contain plain-language summaries of key information about the rights and options of members of the Settlement Class pursuant to the Settlement. Consistent with normal practice, prior to being delivered and published, all notice documents will undergo a final edit for accuracy.

42. Rule 23(c)(2) of the Federal Rules of Civil Procedure requires class action notices to be written in “plain, easily understood language.” Angeion Group maintains a strong commitment to adhering to this requirement, drawing on its experience and expertise to craft notices that effectively convey the necessary information to members of the Settlement Class in plain language.

### **CONCLUSION**

43. The Notice Program outlined above includes a robust media campaign consisting of state-of-the-art internet advertising, a comprehensive social media campaign and a paid search campaign. Further, the Notice Program provides for a carefully tailored claims stimulation package to further diffuse notice of the settlement and remind Class Members of their ability to submit claims during the claim filing period and includes the implementation of a dedicated settlement website and toll-free hotline to further inform Class Members of their rights and options in the litigation.

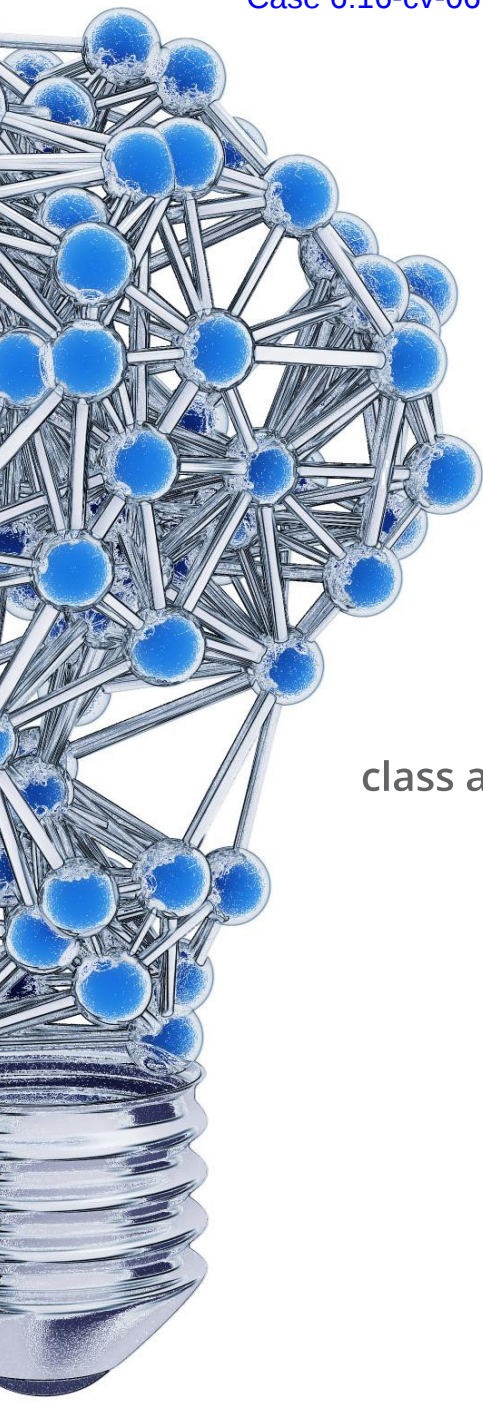
44. In my professional opinion, the Notice Program described herein will provide full and proper notice to Class Members before the claims, opt-out, and objection deadlines. Moreover, it is my opinion that Notice Program is the best notice that is practicable under the circumstances, fully comports with due process and Fed. R. Civ. P. 23. After the Notice Program has concluded, Angeion will provide a final report verifying its effective implementation to this Court.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: May 7, 2021

  
STEVEN WEISBROT

# **Exhibit A**



# INNOVATION

## IT'S PART OF OUR DNA

class action | mass tort | legal noticing | litigation support



## Judicial Recognition

# JUDICIAL RECOGNITION

***IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION*****Case No. 5:18-md-02827**

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 17, 2021): Angeion undertook a comprehensive notice campaign...The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

***IN RE: GOOGLE PLUS PROFILE LITIGATION*****Case No. 5:18-cv-06164**

The Honorable Edward J. Davila, United States District Court, Northern District of California (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members...

***NELSON ET AL. v. IDAHO CENTRAL CREDIT UNION*****Case No. CV03-20-00831, CV03-20-03221**

The Honorable Robert C. Naftz, Sixth Judicial District, State of Idaho, Bannock County (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it...The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

***IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION*****Case No. 3:20-cv-00812**

The Honorable Edward M. Chen, United States District Court, Northern District of California (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

***IN RE: PEANUT FARMERS ANTITRUST LITIGATION*****Case No. 2:19-cv-00463**

The Honorable Raymond A. Jackson, United States District Court, Eastern District of Virginia (December 23, 2020): The Court finds that the Notice Program...constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

# JUDICIAL RECOGNITION



## ***BENTLEY ET AL. v. LG ELECTRONICS U.S.A., INC.***

### **Case No. 2:19-cv-13554**

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

## ***IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION***

### **Case No. 2:19-mn-02886**

The Honorable David C. Norton, United States District Court, District of South Carolina (December 18, 2020): The proposed Notice provides the best notice practicable under the circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

## ***ADKINS ET AL. v. FACEBOOK, INC.***

### **Case No. 3:18-cv-05982**

The Honorable William Alsup, United States District Court, Northern District of California (November 15, 2020): Notice to the class 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. Central Hanover Bank & Tr. Co.*, 399 U.S. 306, 314 (1965).

## ***IN RE: 21<sup>ST</sup> CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION***

### **Case No. 8:16-md-02737**

The Honorable Mary S. Scriven, United States District Court, Middle District of Florida (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

## ***MARINO ET AL. v. COACH INC.***

### **Case No. 1:16-cv-01122**

The Honorable Valerie Caproni, United States District Court, Southern District of New York (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of



# JUDICIAL RECOGNITION



the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

## ***BROWN v. DIRECTV, LLC***

### **Case No. 2:13-cv-01170**

The Honorable Dolly M. Gee, United States District Court, Central District of California (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

## ***IN RE: SSA BONDS ANTITRUST LITIGATION***

### **Case No. 1:16-cv-03711**

The Honorable Edgardo Ramos, United States District Court, Southern District of New York (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

## ***KJESSLER ET AL. v. ZAAPPAAZ, INC. ET AL.***

### **Case No. 4:18-cv-00430**

The Honorable Nancy F. Atlas, United States District Court, Southern District of Texas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

## ***HESTER ET AL. v. WALMART, INC.***

### **Case No. 5:18-cv-05225**

The Honorable Timothy L. Brooks, United States District Court, Western District of Arkansas (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.



# JUDICIAL RECOGNITION

***CLAY ET AL. v. CYTOSPORT INC.*****Case No. 3:15-cv-00165**

The Honorable M. James Lorenz, United States District Court, Southern District of California (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

***GROGAN v. AARON'S INC.*****Case No. 1:18-cv-02821**

The Honorable J.P. Boulee, United States District Court, Northern District of Georgia (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of [www.AaronsTCPASettlement.com](http://www.AaronsTCPASettlement.com), and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

***CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO, ET AL.*****Case No. D-202-CV-2001-00579**

The Honorable Carl Butkus, Second Judicial District Court, County of Bernalillo, State of New Mexico (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

***SCHNEIDER, ET AL. v. CHIPOTLE MEXICAN GRILL, INC.*****Case No. 4:16-cv-02200**

The Honorable Haywood S. Gilliam, Jr., United States District Court, Northern District of California (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23. The publication notices will run for four consecutive weeks. Dkt. No. 205 at ¶ 23. The digital media campaign includes an internet banner notice implemented using a 60-day desktop and mobile campaign. Dkt. No. 205-12 at ¶ 18. It will rely on "Programmatic Display Advertising" to reach the "Target Audience," Dkt. No. 216-1 at ¶ 6, which is estimated to include 30,100,000 people and identified using the target definition of "Fast Food & Drive-In Restaurants Total

# JUDICIAL RECOGNITION



Restaurants Last 6 Months [Chipotle Mexican Grill],” Dkt. No. 205-12 at ¶ 13. Programmatic display advertising utilizes “search targeting,” “category contextual targeting,” “keyword contextual targeting,” and “site targeting,” to place ads. Dkt. No. 216-1 at ¶¶ 9–12. And through “learning” technology, it continues placing ads on websites where the ad is performing well. Id. ¶ 7. Put simply, prospective Class Members will see a banner ad notifying them of the settlement when they search for terms or websites that are similar to or related to Chipotle, when they browse websites that are categorically relevant to Chipotle (for example, a website related to fast casual dining or Mexican food), and when they browse websites that include a relevant keyword (for example, a fitness website with ads comparing fast casual choices). Id. ¶¶ 9–12. By using this technology, the banner notice is “designed to result in serving approximately 59,598,000 impressions.” Dkt. No. 205-12 at ¶ 18.

The Court finds that the proposed notice process is “‘reasonably calculated, under all the circumstances,’ to apprise all class members of the proposed settlement.” Roes, 944 F.3d at 1045 (citation omitted).

## ***HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC***

### **Case No. 8:19-cv-00550**

The Honorable Charlene Edwards Honeywell, United States District Court, Middle District of Florida (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

## ***CORCORAN, ET AL. v. CVS HEALTH, ET AL.***

### **Case No. 4:15-cv-03504**

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 22, 2019): Having reviewed the parties’ briefings, plaintiffs’ declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC’s experience and qualifications, and in light of defendants’ non-opposition, the Court APPROVES Angeion Group LLC as the notice provider. Thus, the Court GRANTS the motion for approval of class notice provider and class notice program on this basis.

Having considered the parties’ revised proposed notice program, the Court agrees that the parties’ proposed notice program is the “best notice that is practicable under the circumstances.” The Court is satisfied with the representations made regarding Angeion Group LLC’s methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B). The Court finds, in light of the representations made by the parties, that this is a situation that permits electronic notification via email, in addition to notice via United

# JUDICIAL RECOGNITION



States Postal Service. Thus, the Court APPROVES the parties' revised proposed class notice program, and GRANTS the motion for approval of class notice provider and class notice program as to notification via email and United States Postal Service mail.

## ***PATORA v. TARTE, INC.***

### **Case No. 7:18-cv-11760**

The Honorable Kenneth M. Karas, United States District Court, Southern District of New York (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

## ***CARTER, ET AL. v. GENERAL NUTRITION CENTERS, INC., and GNC HOLDINGS, INC.***

### **Case No. 2:16-cv-00633**

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice 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, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

## ***CORZINE v. MAYTAG CORPORATION, ET AL.***

### **Case No. 5:15-cv-05764**

The Honorable Beth L. Freeman, United States District Court, Northern District of California (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

## ***MEDNICK v. PRECOR, INC.***

### **Case No. 1:14-cv-03624**

The Honorable Harry D. Leinenweber, United States District Court, Northern District of Illinois (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including

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individual email and mail notice to all Class Members who could be identified through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

***GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP, ET AL.***

**Case No. 1:18-cv-20048**

The Honorable Darrin P. Gayles, United States District Court, Southern District of Florida (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

***ANDREWS ET AL. v. THE GAP, INC., ET AL.***

**Case No. CGC-18-567237**

The Honorable Richard B. Ulmer Jr., Superior Court of the State of California, County of San Francisco (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

***COLE, ET AL. v. NIBCO, INC.***

**Case No. 3:13-cv-07871**

The Honorable Freda L. Wolfson, United States District Court, District of New Jersey (April 11, 2019): 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. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

***DIFRANCESCO, ET AL. v. UTZ QUALITY FOODS, INC.***

**Case No. 1:14-cv-14744**

The Honorable Douglas P. Woodlock, United States District Court, District of Massachusetts (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.



# JUDICIAL RECOGNITION



## ***IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION***

### **Case No. 3:17-md-02777**

The Honorable Edward M. Chen, United States District Court, Northern District of California (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media “marketing” – is the “best notice...practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and “reminder” first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

## ***RYSEWYK, ET AL. v. SEARS HOLDINGS CORPORATION and SEARS, ROEBUCK AND COMPANY***

### **Case No. 1:15-cv-04519**

The Honorable Manish S. Shah, United States District Court, Northern District of Illinois (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

## ***MAYHEW, ET AL. v. KAS DIRECT, LLC, and S.C. JOHNSON & SON, INC.***

### **Case No. 7:16-cv-06981**

The Honorable Vincent J. Briccetti, United States District Court, Southern District of New York (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby

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products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

## ***IN RE: OUTER BANKS POWER OUTAGE LITIGATION***

### **Case No. 4:17-cv-00141**

The Honorable James C. Dever III, United States District Court, Eastern District of North Carolina (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

## ***GOLDEMBERG, ET AL. v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.***

### **Case No. 7:13-cv-03073**

The Honorable Nelson S. Roman, United States District Court, Southern District of New York (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

## ***HALVORSON v. TALENTBIN, INC.***

### **Case No. 3:15-cv-05166**

The Honorable Joseph C. Spero, United States District Court, Northern District of California (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation; of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.

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## ***IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION***

### **MDL No. 2669/Case No. 4:15-md-02669**

The Honorable John A. Ross, United States District Court, Eastern District of Missouri (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in People and Sports Illustrated, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04—is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

## ***TRAXLER, ET AL. v. PPG INDUSTRIES INC., ET AL.***

### **Case No. 1:15-cv-00912**

The Honorable Dan Aaron Polster, United States District Court, Northern District of Ohio (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement 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).

## ***IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION***

### **Case No. 1:14-md-02583**

The Honorable Thomas W. Thrash Jr., United States District Court, Northern District of Georgia (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

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## **ROY v. TITEFLEX CORPORATION t/a GASTITE and WARD MANUFACTURING, LLC**

### **Case No. 384003V**

The Honorable Ronald B. Rubin, Circuit Court for Montgomery County, Maryland (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. ***I think the notice provisions are exquisite*** [emphasis added].

## **IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION**

### **Case No. 2:08-cv-00051**

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

## **FENLEY v. APPLIED CONSULTANTS, INC.**

### **Case No. 2:15-cv-00259**

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (l), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of ***the efforts of Angeion were highly successful and fulfilled all of those requirements*** [emphasis added].



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***FUENTES, ET AL. v. UNIRUSH, LLC d/b/a UNIRUSH FINANCIAL SERVICES, ET AL.***

**Case No. 1:15-cv-08372**

The Honorable J. Paul Oetken, United States District Court, Southern District of New York (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

***IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION***

**MDL No. 2001/Case No. 1:08-wp-65000**

The Honorable Christopher A. Boyko, United States District Court, Northern District of Ohio (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

***SATERIALE, ET AL. v. R.J. REYNOLDS TOBACCO CO.***

**Case No. 2:09-cv-08394**

The Honorable Christina A. Snyder, United States District Court, Central District of California (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

***FERRERA, ET AL. v. SNYDER'S-LANCE, INC.***

**Case No. 0:13-cv-62496**

The Honorable Joan A. Lenard, United States District Court, Southern District of Florida (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short-Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court

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finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

## ***IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION***

### **MDL No. 2328/Case No. 2:12-md-02328**

The Honorable Sarah S. Vance, United States District Court, Eastern District of Louisiana (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

## ***SOTO, ET AL. v. THE GALLUP ORGANIZATION, INC.***

### **Case No. 0:13-cv-61747**

The Honorable Marcia G. Cooke, United States District Court, Southern District of Florida (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

## ***OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.***

### **Case No. 3:14-cv-00645**

The Honorable Janice M. Stewart, United States District Court, District of Oregon (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NEW YORK**

**(ROCHESTER DIVISION)**

**MEGAN HOLVE, individually and on behalf of  
all others similarly situated,**

**Plaintiff,**

**v.**

**MCCORMICK & COMPANY, INC. a Maryland  
Corporation,**

**Defendant.**

**CIVIL ACTION NO.  
6:16-cv-06702 (FPG)**

**EXHIBIT D**

1. McCormick Perfect Pinch Fiesta Citrus Seasoning;





2. McCormick Perfect Pinch Mexican Seasoning;







3. McCormick Perfect Pinch Rotisserie Chicken Seasoning;



4. McCormick Perfect Pinch Southwest Seasoning;



5. McCormick Perfect Pinch Roasted Garlic and Bell Pepper Seasoning;



6. McCormick Perfect Pinch Savory All Purpose;





7. McCormick Gourmet Bourbon Spiced Pork – Recipe and Seasoning Mix;





8. McCormick Gourmet Creamy Parmesan and Sun Dried Tomato Penne – Recipe and Seasoning Mix



9. McCormick Gourmet Garlic & White Wine Chicken Scaloppine – Recipe and Seasoning Mix;



10. McCormick Gourmet Herbes de Provence Chicken and Potatoes – Recipe and Seasoning Mix;



11. McCormick Gourmet Smoked Paprika Chicken Taco – Recipe and Seasoning Mix; and





12. McCormick Gourmet Smoked Sausage & Pepper Creole Jambalaya – Recipe and Seasoning Mix.

