

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

IN RE: REALPAGE, INC., RENTAL SOFTWARE ANTITRUST LITIGATION (NO. II)	)))	Case No. 3:23-md-3071 MDL No. 3071
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This Document Relates to: ALL CASES

**SUPPLEMENTAL DECLARATION OF STEVEN WEISBROT OF ANGEION GROUP
RE: PROPOSED NOTICE PLAN**

I, Steven Weisbrot, declare and state as follows:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). Angeion specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.

2. I have personal knowledge of the matters stated herein. In forming my opinions regarding notice in this action, I have drawn from my extensive class action experience, as described below.

3. 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

Declaration of Steven Weisbrot re: Proposed Notice Plan

Action and Derivative Section Newsletter, and I am a frequent speaker on notice issues at conferences throughout the United States and internationally.

4. 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*.

5. I have given public comments 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.

6. 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.

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

8. I have been at the forefront of infusing digital media, as well as big data and advanced targeting, into class action notice programs. Courts have repeatedly recognized my work in the design of class action notice programs. A comprehensive summary of judicial recognition Angeion has received is attached hereto as **Exhibit A**.

9. By way of background, 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.

10. 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 class actions and claims processing services.

11. Angeion has extensive experience administering landmark settlements involving some of the world's most prominent companies, including:

In re: Facebook, Inc Consumer Privacy User Profile Litigation

Case No. 3:18-md-02843-VC (N.D. Cal.)

Meta agreed to pay \$725 million to settle allegations that the social media company allowed third parties, including Cambridge Analytica, to access personal information. Angeion undertook an integrated in-app notification and media campaign¹ to a class in the hundreds of millions of individuals and processed 28.6 million claims, the most claims filed in the history of class actions. In fact, during the September 7, 2023, Final Approval Hearing, U.S. District Judge Chhabria acknowledged the record number of claims filed, stating, "I was kind of blown away by how many people made claims."

In re Apple Inc. Device Performance Litigation

Case No. 5:18-cv-02827-EJD (N.D. Cal.)

Apple agreed to pay \$310 million to settle allegations of diminished performance in iPhone 6's and 7's. Angeion's direct notification efforts were recognized as reaching 99%+ of the current and former owners of 129 million class devices. Over 3.2 million claims were processed.

City of Long Beach, et al. v. Monsanto, et al.

Case No. 2:16-cv-03493-FMO-AS (C.D. Cal.)

¹ The media notice campaign independently delivered an approximate 93.4% reach. The in-app notification efforts, earned media, and claim stimulation efforts undertaken undoubtedly extended reach and furthered exposure of settlement.

Bayer agreed to pay \$650 million to settle allegations of waterbodies impaired by PCBs. Angeion's notice administration was extraordinarily successful with direct notice delivered to 99.7% of the class. The claims administration includes multiple complex claims filing workflows for different funding allocations, including separate fund for "special needs" claimants. Nearly 500 claims were received from cities, towns, villages, townships, boroughs, counties, and/or independent port districts seeking benefits from the various funds.

Beckett v. Aetna Inc.

Case No. 2:17-cv-03864-JS (E.D. Pa.)

A consolidated data breach class action that arose from the alleged improper disclosure of Protected Health Information by a health insurer and previous claims administrator, including confidential HIV-related information. Angeion provided specialized training to our support team concerning the sensitive nature of the case and underlying health information. Angeion implemented robust privacy protocols to communicate with and verify the claims of the affected class members, including anonymized notice packets and allowing claimants to lodge objections under pseudonyms. The comprehensive direct notice efforts resulted in successfully delivering notice to approximately 94.2% of the Class, resulting in over 900 claim form submissions.

12. Angeion will draw on its extensive experience administering antitrust class actions, notably:

Case Name	Case No.	Court	Settlement Amount ²	Estimated Class Size
<i>In re: Libor-Based Financial Instruments Antitrust Litigation*</i>	1:11-md-02262	S.D.N.Y.	\$781,000,000	> 228,000
<i>In re: Glumetza Antitrust Litigation</i>	3:19-cv-05822	N.D. Cal.	\$453,850,000	~100
<i>Le v. Zuffa LLC d/b/a Ultimate Fighting Championship and UFC</i>	2:15-cv-01045	D. Nev.	\$375,000,000	> 1,000

² Cases denoted with an asterisk indicate that the "Settlement Amount" listed reflects the combined total of settlements reached with settling defendants in the respective litigations. There still remains non-settling defendants in these litigations.

<i>Henry et al. v. Brown University et al.*</i>	1:22-cv-00125	N.D. Ill.	\$319,250,000	> 465,000
<i>In re: Broiler Chicken Grower Antitrust Litigation</i>	6:20-md-02977	E.D. Okla.	\$169,000,000	~ 24,000
<i>In re: Liquid Aluminum Sulfate Antitrust Litigation</i>	2:16-md-02687	D.N.J.	\$106,024,200	> 9,000
<i>In re: Peanut Farmers Antitrust Litigation</i>	2:19-cv-00463	E.D. Va.	\$102,750,000	> 12,000
<i>Cameron et al. v. Apple Inc.</i>	4:19-cv-03074	N.D. Cal.	\$100,000,000	> 67,000
<i>In re: SSA Bonds Antitrust Litigation*</i>	1:16-cv-03711	S.D.N.Y.	\$95,500,000	> 10,000
<i>In re: Google Play Developer Antitrust Litigation</i>	3:20-cv-05792	N.D. Cal.	\$90,000,000	> 48,000
<i>In re: Cattle and Beef Antitrust Litigation*</i>	0:22-md-03031	D. Minn.	\$83,500,000	> 43,000
<i>Jones et al. v. Varsity Brands LLC, et al.</i>	2:20-cv-02892	W.D. Tenn.	\$82,500,000	> 340,000
<i>In re: Surescripts Antitrust Litigation</i>	1:19-cv-06627	N.D. Ill.	\$49,750,000	Tens of Thousands
<i>Fusion Elite All Stars et al. v. Varsity Brands LLC</i>	2:20-cv-02600	W.D. Tenn.	\$43,500,000	> 2,000 ³

³ *Fusion Elite All Stars v. Varsity Brands LLC* also included a “spectator class” with an estimated size in the tens of thousands; and *Jones v. Varsity Brands LLC* also included an “injunctive relief class” estimated to be in the millions.

<i>In re: Novartis and Par Antitrust Litigation</i>	1:18-cv-04361	S.D.N.Y.	\$30,000,000	> 53,000
<i>In re: Zinc Antitrust Litigation</i>	1:14-cv-03728	S.D.N.Y.	\$9,850,000	> 300
<i>Kjessler et al. v. Zaappaaz Inc. et al.</i>	4:18-cv-00430	S.D. Tex.	\$3,555,000	> 500,000

SUMMARY OF THE NOTICE PLAN

13. The comprehensive Notice Plan utilizes a multifaceted approach to provide notice to members of the Settlement Class, including: (1) Direct notice via email or mail to all reasonably identifiable Settlement Class Members; (2) State-of-the-art media notice; (3) The issuance of two national press releases; (4) The implementation of a dedicated Settlement Website and toll-free telephone support whereby Settlement Class Members can learn more about their rights and options pursuant to the terms of the Settlements.

14. As discussed in greater detail below, the media campaign developed for this Settlement is designed to independently deliver an approximate 75.07% reach with an average frequency of 3.03 times. The reach percentage and frequency are calculated using objective syndicated advertising data relied upon by most advertising agencies and brand advertisers and are 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 (defined below). What this means in practice is that 75.07% of our Target Audience will see a digital advertisement concerning the Settlement on an average of 3.03 times each.

15. 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).

DIRECT NOTICE

Class Member Contact Information

16. Angeion will receive, review, and analyze the Settlement Class Member data provided by the Defendants who have agreed to settlements (“Settling Defendants”). After cross-referencing the Settlement Class Member data received with pre-registration records, Angeion will then assign identification numbers to each unique record, which will comprise the Notice List.

Email Notice

17. As part of the Notice Plan, Angeion will send direct notice via email (“Email Notice”) to Settlement Class Members who have valid email addresses included on the Notice List. A copy of the Email Notice is attached hereto as **Exhibit B**.

18. Angeion follows best practices to both validate emails and increase deliverability. Specifically, prior to distributing the Email Notice, Angeion subjects the email addresses on the Notice List to a cleansing and validation process. The email cleansing and validation process removes extra spaces and compares each email address to known bad email addresses.⁴ Email addresses that are not designated as a known bad address will then be further verified by contacting the Internet Service Provider (“ISP”) to determine if the email address exists.

19. Further, Angeion designs the email notice to avoid many common “red flags” that might otherwise cause an email recipient’s spam filter to block or identify the Email Notice as spam. For example, Angeion does not include attachments like the Long Form Notice to the Email Notice, because attachments are often interpreted by various ISPs as spam.

20. Angeion also accounts for the real-world reality that some emails will inevitably fail to be delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is complete, Angeion, after an approximate 24- to 72-hour rest period (which allows any temporary block at the ISP level to expire) causes a second round of email noticing to continue to any email

⁴Angeion maintains a database of email addresses that were returned as permanently undeliverable, commonly referred to as a hard bounce, from prior campaigns. Where an address has been returned as a hard bounce within the last year, that email is designated as a known bad email address.

addresses that were previously identified as soft bounces and not delivered. In our experience, this minimizes emails that may have erroneously failed to deliver due to sensitive servers and optimizes delivery.

21. Angeion has significant experience disseminating electronic notice to voluminous class sizes. Angeion strategically staggers the release of emails, starting with a smaller number of emails and gradually increasing the volume of emails sent to a given domain. In our experience, this form of “priming” or “warming up” minimizes the probability of ISPs blocking email notices and may be strategically utilized depending on the volume of Email Notices that are being sent.

22. A representative sample of administrations involving the dissemination of tens to hundreds of millions of emails and electronic notices is included below.

Case	Case No.	Court	Class Size⁵
Katz-Lacabe v. Oracle America Inc.	3:22-cv-04792	N.D. Cal.	455M+
In re: Facebook Inc. Consumer Privacy User Profile Litigation ⁶	3:18-md-02843	N.D. Cal.	200M+
In re: Google Plus Profile Litigation	5:18-cv-06164	N.D. Cal.	161M+
In re: Facebook Internet Tracking Litigation	5:12-md-02314	N.D. Cal.	124M+
In re: Apple Inc. Device Performance Litigation	5:18-md-02827	N.D. Cal.	90M+
Salinas et al. v. Block Inc. et al.	3:22-cv-04823	N.D. Cal.	85M+
Kukorinis v. Walmart Inc.	8:22-cv-02402	M.D. Fla.	81M+
In re: TikTok Inc., Consumer Privacy Litigation	1:20-cv-04699	N.D. Ill.	80M+
Cottle et al. v. Plaid Inc.	4:20-cv-03056	N.D. Cal.	60M+
Esposito v. Cellco Partnership d/b/a Verizon Wireless	MID-L-6360-23	N.J. Super. Ct.	59M+

23. At the completion of the email campaign, Angeion will report to the Court concerning the rate of delivered emails accounting for any emails that are blocked at the ISP level. In short, the Court will possess a detailed, verified account of the success rate of the entire direct email notice campaign.

24. The Notice Plan provides for the issuance of a reminder email notice to Settlement Class Members. The Reminder Email Notice will be designed using simplified messaging to grab the

⁵ Class Size refers to the number of known Class Members with direct contact information.

⁶ Direct electronic notice was disseminated via in-app notice.

attention of the recipients and encourage them to visit the Settlement Website to learn more about their rights and options under the Settlements.

Mailed Notice

25. As part of the Notice Plan, Angeion will send the notice of the Settlement via United States Postal Service (“USPS”) first-class mail, postage pre-paid, to Settlement Class Members that have mailing addresses on the Notice List and whose Email Notice could not be delivered. The mailed notice will be formatted as a postcard with a QR code that Settlement Class Members can scan to be taken directly to the Settlement Website. A copy of the postcard is attached hereto as **Exhibit C**.

26. Angeion will employ the following best practices to increase the deliverability rate of the mailed notices: (a) Angeion will cause the mailing address information on the Notice List to be updated utilizing the USPS National Change of Address database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS; (b) Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS and the class member database will be updated accordingly; (c) Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as “skip tracing”) utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses; and (4) Notices will be re-mailed to Settlement Class Members for whom updated addresses were obtained via the skip tracing process.

MEDIA NOTICE

27. In addition to the direct notice efforts, the Notice Plan features state-of-the-art media notice that is designed to independently provide notice to potential Settlement Class Members. The specific media notice tactics, as described in greater detail below, are designed to deliver approximately 187 million digital impressions, *i.e.*, 187 million opportunities to view an

advertisement regarding the Settlements.

Programmatic Display Advertising

28. 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.⁷ In laymen's terms, programmatic 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). The media notice efforts outlined below are strategically designed to provide notice of the Settlement to potential Settlement Class Members by driving them to the dedicated website learn more about the Settlement, including their rights and options.

29. To develop the media notice campaign and to verify its effectiveness, our media team analyzed data from 2025 comScore Multi-Platform/MRI Simmons USA Fusion⁸ to profile the Settlement Class and arrive at an appropriate Target Audience. MRI-Simmons research is a leading U.S.-based consumer insights company that provides comprehensive data and insights into consumer demographics (i.e., age, income, lifestyle), media consumption (i.e., TV, digital, print, social, streaming), brand preferences and purchase behavior across hundreds of product categories, and psychographics and attitude, (i.e., how consumers think, feel, and make decisions).⁹

30. Specifically, the following syndicated research definition was used to profile potential

⁷ Programmatic advertising accounts for over 90% of US digital display ad spending, automating the buying and selling of ad inventory through real-time technology. See <https://www.emarketer.com/content/faq-on-programmatic-advertising--keeping-up-with-automated-ad-buying>. Programmatic digital display ad spending in the United States is projected to exceed \$203 billion in 2026. See emarketer.com US-Programmatic Ad Spending (Last visited May 14, 2026)

⁸ 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, including the United States, serving over 3,200 clients worldwide.

⁹ <https://www.mrisimmons.com/> (Last visited May 14, 2026)

Settlement Class Members:

- **Household: Renter Only**

31. Digital media platforms provide numerous data segments dedicated to consumer brands. We will rely heavily on that data to help us ensure we reach the most appropriate users, *i.e.*, potential Settlement Class Members.

32. It is important to note that the Target Audience serves as a proxy for, and is distinct from, the Settlement Class definition, as is commonplace in class action notice plans. Utilizing an overinclusive proxy audience maximizes the efficacy of the notice plan and is considered a best practice among media planners and class action notice experts alike. Using proxy audiences is also commonplace in both class action litigation and advertising generally.¹⁰

33. Additionally, the Target Audience is based on objective syndicated data, which is routinely used by advertising agencies and experts to understand the demographics, shopping habits and attitudes of the consumers that they are seeking to reach.¹¹ Objective syndicated data tools are ubiquitous tools in a media planner's arsenal and are regularly accepted by courts in evaluating the efficacy of a media plan, or its component parts.

34. Understanding the socio-economic characteristics, interests, and practices of a target group aids in the proper selection of media to reach that audience. Based on data from 2025 comScore Multi-Platform/MRI Simmons USA Fusion, the Target Audience has been reported to have the characteristics below:

- 66.76% are ages 18-44, with a median age of 36.0 years old;
- 51.12% are female;
- 30.77% are married;
- 37.31% have children;

¹⁰ See Duke Law School, *Guidelines and Best Practices—Implementing 2018 Amendments to Rule 23 Class Action Settlement Provisions*, at 56, available at <https://scholarship.law.duke.edu/cgi/viewcontent.cgi?article=1003&context=bolch>. (Last visited May 14, 2026)

¹¹ The notice plan should include an analysis of the makeup of the class. The target audience should be defined and quantified. This can be established through using a known group of customers, or it can be based on a proxy-media definition. Both methods have been accepted by the courts and, more generally, by the advertising industry, to determine a population base. *Id.*

- 33.35% have received a bachelor's or postgraduate degree;
- 51.62% are currently employed full time;
- The median household income is \$55,780; and
- 85.02% have used social media in the last 30 days.

35. To identify the best vehicles to deliver messaging to the Target Audience, we reviewed 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 this Target Audience are heavy internet users, spending an average of 32.6 hours per week on the internet.

36. Given the strength of digital advertising, as well as our Target Audience's consistent internet use, we recommend utilizing a robust internet advertising campaign to reach potential Settlement Class Members.

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

- Look-a-like Modeling: This technique uses data methods to build a look-a-like audience against known Settlement Class Members.
- Predictive Targeting: This technique allows technology to "predict" which users will be served advertisements about the Settlements.
- Context Targeting: This technique leverages contextual on-site data to surround our messaging (*i.e.*, advertisements about the Settlements) on sites with relevant topics and/or articles.
- Site Retargeting: The campaign will utilize programmatic targeting within the hyper-local social networking platform: nextdoor.com.
- Geotargeting: The campaign advertisements will be targeted nationally, with a weighted delivery based on how the audience is geographically spread throughout the country.

Social Media Advertising

38. The social media campaign component of the proposed Notice Plan will utilize Facebook, Instagram, Threads, X, TikTok, and YouTube to reach potential Settlement Class Members.¹² The social media campaign capitalizes on the Target Audience's propensity to engage in social media

¹² TikTok and YouTube utilize video advertisements.

(85.02% of the Target Audience have used social media in the last 30 days) and are designed to provide notice to Settlement Class Members by driving them to the dedicated Settlement Website.

39. The social media campaign will run simultaneously with the programmatic internet advertising portion of the media campaign and will utilize specific tactics to further qualify and deliver impressions to the potential Settlement Class Members via the social media platforms' desktop sites, mobile sites, and mobile apps. For example, the Facebook Marketing platform and its technology will be used to serve advertisements to potential Settlement Class Members.

40. Additionally, the direct, targeted social media notice will be implemented by uploading known Settlement Class Member email addresses directly to the social media platforms. If any of the email addresses are used as the primary log-on email address for these platforms, Angeion will be able to contact those specific Settlement Class Members on a one-to-one basis via internet ads displayed on these platforms.

41. In addition to the notice efforts outlined herein, the Notice Plan provides for media monitoring, whereby Angeion will aggregate data across multiple platforms and systems to quantify the output of print, online, and broadcast coverage of this settlement. At the conclusion of the notice and claims period, Angeion will provide reporting that quantifies and assigns a value to garnered press coverage.

42. Angeion will also monitor conversations about the Settlement taking place on Facebook, Instagram, Threads, X, TikTok, and YouTube. Our methodology includes an "active listening" component wherein we monitor traffic on these social media platforms for discussion of the Settlement and actively provide notice and/or answers to frequently asked questions as appropriate.

Paid Search Campaign

43. The media notice component of the Notice Plan also includes a paid search campaign on Google to help drive Settlement Class Members who are actively searching for information about the lawsuit and/or Settlements to the dedicated Settlement Website, where they can learn more

about their rights and options pursuant to the terms of the Settlements.¹³ The paid search advertisements strategically complement the programmatic and social media advertisements, which oftentimes serve to prompt viewers of those advertisements to search for more information.¹⁴

44. Search terms would relate to not only the Settlements themselves 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 lawsuit, litigation or other terms related to the Settlements, that individual could be served with an advertisement directing them to the Settlement Website.

45. To help facilitate the Settlement Website's online presence and visibility, Angeion, with approval by the Parties, launched a paid search campaign in late January 2026. The paid search campaign is designed to promote visibility in Google's algorithms in advance of the notice efforts commencing. This service was provided as a courtesy and at no cost to the Settlement Fund.

PRESS RELEASES

46. The Notice Plan includes the issuance of a press release to be distributed over PR Newswire's National Circuit to further diffuse news of the Settlements. The press release will help garner "earned media" (*i.e.*, other media outlets and/or publications will report the story) to supplement the various other notice efforts outlined herein and will lead to increased exposure and awareness of the Settlements, which in turn leads to increased participation amongst members of the Settlement Class. A second press release via PR Newswire's National Circuit will be distributed prior to the objection and exclusion deadlines to further generate awareness of that upcoming deadline.

PUBLICATION NOTICE

47. To further disseminate awareness of the Settlements, Notice of the Settlements will be

¹³ Search engines are frequently used to help locate a specific website when an individual does not know the precise web address.

¹⁴ Viewers can click directly on the advertisement to be redirected to the Settlement Website. Individuals who are hesitant to click on advertisements and are interested in the subject matter use search engines to locate additional information.

published in *The New York Times*, which reported approximately 12.78 million total subscribers across its digital and print products at the end of 2025.¹⁵ Notice will be published one-time utilizing an approximate 1/4-page advertisement size.¹⁶

SETTLEMENT WEBSITE & TOLL-FREE TELEPHONE SUPPORT

48. At the direction of the Parties, Angeion has acquired and launched the case-specific website dedicated to this litigation, www.RealPageRentalSettlement.com (the “Settlement Website”). The Settlement Website currently contains basic information about the Settlements, an option for visitors to register to receive updates as the litigation progresses, an “Important Documents” page that contains relevant Court documents concerning the Settlements, and a “Contact” page with contact information for the Settlement Administrator, including the dedicated toll-free number, and functionality to send additional questions to the Settlement Administrator.

49. Prior to disseminating notice of the Settlements, the Settlement Website will be updated to prominently feature the Long-Form Notice in English and Spanish, the Proposed Final Judgment between the United States and RealPage in *United States et al. v. RealPage et al.* (currently docketed as ECF No. 1:24-cv-00710 in the Middle District of North Carolina), important dates and deadlines pertinent to the Settlements, answers to frequently asked questions, and will provide Settlement Class Members with the ability to check if their property is eligible, and provide the opportunity for Settlement Class Members to file a claim online or download a copy of the claim form. The Settlement Website will continue to be updated and optimized throughout the course of the administration. A copy of the Long-Form Notice is attached hereto as **Exhibit D**. A copy of the standard claim form is attached hereto as **Exhibit E**. Settlement Class Members who receive direct email notice may be able to utilize an online, pre-populated claim form depending on the available data. A mockup of the pre-populated claim form is attached hereto as **Exhibit F**.

50. The following toll-free telephone line has been implemented to further apprise Settlement

¹⁵ <https://www.businesstimes.com.sg/companies-markets/telcos-media-tech/new-york-times-added-1-4-million-digital-subscribers-2025> (Last visited May 14, 2026)

¹⁶ If necessary, a suitable substitute publication may be utilized.

Class Members of their rights and options pursuant to the terms of the Settlements: 1-888-995-4213. The toll-free hotline utilizes an interactive voice response (“IVR”) system to provide Settlement Class Members with responses about the Settlements. Angeion will update the toll-free hotline prior to disseminating notice to include answers frequently asked questions and provide essential information regarding the Settlements, including important dates and deadlines in both English and Spanish and the ability to request a mailed copy of the notice. This hotline is accessible 24 hours a day, 7 days a week.

51. To further aid non-English-speaking Settlement Class Members, the toll-free hotline interactive voice response system will likewise be recorded in both English and Spanish. Additionally, the proposed Notice Plan provides for live operator support in both English and Spanish. Our live operator services and language line service are also designed to support over 350 different languages.

NOTICE PURSUANT TO THE CLASS ACTION FAIRNESS ACT OF 2005

52. In accordance with the requirements of the Class Action Fairness Act, 28 U.S.C. §1715, on behalf of the Settling Defendants, Angeion caused notice of the Settlements (“CAFA Notice”) to be disseminated to the appropriate state and federal officials. If requested, Angeion is prepared to provide CAFA Notice for any future settlements reached in this litigation.

PLAIN LANGUAGE NOTICE DESIGN

53. 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. The Notice forms contain plain-language summaries of key information about the rights and options of members of the Settlement Class pursuant to the terms of the Settlements. Consistent with normal practice, prior to being delivered and published, all notice documents will undergo a final edit for accuracy.

54. 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 in plain language.

REACH AND FREQUENCY

55. This declaration describes the reach and frequency evidence which courts systemically rely upon in reviewing class action publication notice programs for adequacy, consistent with the guidelines set forth in the Federal Judicial Center's Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide.

56. Specifically, the state-of-the-art media portion of the Notice Plan is designed to deliver an approximate 75.07% reach with an average frequency of 3.03 times each by serving approximately 187 million impressions to members of the Target Audience, *i.e.*, potential Settlement Class Members. The 75.07% designed reach is independent from and does not include the direct notice efforts, press releases, publication notice, Settlement Website or toll-free telephone support, all of which further promote awareness and disseminate notice of the Settlement.

CONCLUSION

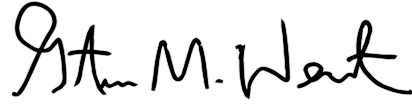
57. The comprehensive Notice Plan outlined herein is strategically designed to provide notice to Settlement Class Members utilizing a wide array of notice techniques. Specifically, notice of the Settlements will be disseminated to all reasonably identifiable Settlement Class Members via email or mail, combined with a robust, state-of-the-art digital and social media notice campaign, press releases, publication and the implementation of a dedicated Settlement Website and toll-free hotline to further inform Settlement Class Members of their rights and options in the Settlements.

58. In my professional opinion, the Notice Plan described herein will provide full and proper notice to members of the Settlement Class. and is the best notice that is practicable under the circumstances, fully comporting with due process, and Fed. R. Civ. P. 23. After the Notice Plan has been executed, 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 15, 2026

A handwritten signature in black ink, appearing to read "Steven M. Weisbrot". The signature is fluid and cursive, with the first name "Steven" and middle initial "M." being more legible than the last name "Weisbrot".

STEVEN WEISBROT

Exhibit A

INNOVATION

IT'S PART OF OUR DNA

Class Action Administration | Mass Arbitration Administration
Mass Tort Services | Regulatory Remediation

Judicial Recognition



IN RE: NOVARTIS AND PAR ANTITRUST LITIGATION

Case No. 1:18-cv-04361-AKH-SDA (S.D.N.Y.)

The Honorable Stewart D. Aaron, United States Magistrate Judge (July 26, 2024): The Court finds that the claims process administered by Angeion has integrity and has been carried out in a diligent and thorough manner...Based upon the Court's review of the record, the Court finds that **Angeion has taken prudent and necessary steps to address the fraudulent claims submitted in this case... Angeion's fraud detection system is robust and appropriately designed to weed out fraudulent claims.**

IN RE: FACEBOOK, INC. CONSUMER PRIVACY USER PROFILE LITIGATION

Case No. 3:18-md-02843 (N.D. Cal.)

Meta agreed to pay \$725 million to settle allegations that the social media company allowed third parties, including Cambridge Analytica, to access personal information. Angeion undertook an integrated in-app notification and media campaign to a class in the hundreds of millions of individuals and processed 28.6 million claims, the most claims filed in the history of class action. In fact, during the September 7, 2023, Final Approval Hearing, U.S. District Judge Chhabria acknowledged the record number of claims filed, stating, **"I was kind of blown away by how many people made claims."**

IN RE: FAMILY DOLLAR STORES, INC. PEST INFESTATION LITIGATION

Case No. 2:22-md-03032-SHL-TMP (W.D. Tenn.)

The Honorable Sheryl H. Lipman (May 6, 2024): **The Declaration of Steven Weisbrot of Angeion highlighted the success of the notice program.** (ECF No. 199 (sealed).) Angeion sent an email to 444,382 potential class members, along with a reminder email to 440,889 potential class members who had not yet filed a claim form. Approximately 80.62% of the target audience of the Class saw the advertisements that were part of the digital media campaign. The Settlement Website had more than 1,263,103 visits with 1,190,744 unique visitors. The toll-free telephone line received 1,123 calls totaling 4,830 minutes. (*Id.*) **This high engagement rate supports the Court's previous finding that notice was adequate in this case.**

IN RE: PHILLIPS RECALLED CPAP, BI-LEVEL PAP, AND MECHANICAL VENTILATOR PRODUCTS LITIGATION

Case No. 2:21-mc-01230 (MDL No. 3014) (W.D. Pa.)

The Honorable Joy Flowers Conti (April 25, 2024): Here, before granting preliminary approval, **the court closely scrutinized the Notice Program and notice forms**...Based on the declaration of Steven Weisbrot, Esq, President and Chief Executive Officer of the claims administrator, Angeion Group, LLC, "the Notice Plan was designed to target a wide variety of geographic and demographic markets to reach User members of the Settlement Class and deliver an approximate 86.70% reach." (ECF No. 2657-1 ¶ 31). As part of a multi-faceted approach, the Notice Plan included: mailed notice to 4,981,572 eligible users, whose addresses were verified through the United States Postal Service's National Change of Address database; emailed notice to the 2,912,887 valid email addresses identified for registered users and 2,556 valid email addresses identified as potential third-party Payers; user media notice through advertisements on Spotify, Pandora, and Sirius XM; publication notice in magazines, *i.e.*, Southern Living, Sports Illustrated, and People; media notice to Payers consisting of "digital programmatic display advertising, social media advertising via Facebook and LinkedIn, and an additional paid search campaign via Google, all of which were separate and apart from the User media campaign and were specifically designed to reach Payer Settlement Class Members;" publication notice directed toward Payers in HR Magazine; mailed notice via first-class mail to Durable Medical Equipment providers; and press releases. (*Id.* at 2-8). These efforts exceeded the desired threshold of 86.7% and reached approximately 90% of the class. (ECF No. 2657-1 ¶ 31). The Notice Plan meets all the requirements of Rule 23...Under these circumstances, the notice was directed to the putative class members in the best way practicable under the circumstances.

DECOSTANZO V. GLAXOSMITHKLINE PLC AND GLAXOSMITHKLINE LLC

Case No. 2:21-cv-04869-NJC-AYS (E.D.N.Y.)

The Honorable Nusrat J. Choudhury (February 16, 2026): The Court finds that the Notice Plan...(a) will constitute the best notice practicable under the circumstances; (b) are reasonably calculated, under the

circumstances, to apprise Settlement Class Members of the pendency of the Litigation, 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; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including, but not limited to, 28 U.S.C. § 1715, Rule 23(c), the Due Process Clause(s) of the United States Constitution, and any other applicable laws...The Court further finds that all of the notices are written in simple terminology, are clear and readily understandable, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

RUGG-HARRELL v. TREEHOUSE FOODS, INC.

Case No. 1:24-cv-10992 (N.D. Ill.)

The Honorable Sharon Johnson Coleman (February 13, 2026): The Court finds that the publication of the Notice, Summary Notice, and Claim Form: (i) complied with the Preliminary Approval Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated to apprise Settlement Class Members of the effect of the Settlement, of the proposed Plan of Allocation, of Lead Counsel's request for an award of attorneys' fees and payment of Litigation Expenses incurred in connection with the prosecution of the Action, of Settlement Class Members' right to object or seek exclusion from the Settlement Class, and of their right to appear at the Settlement Hearing; (iv) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (v) satisfied the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, and the United States Constitution (including the Due Process Clause).

NOBEL v. SOUTH FLORIDA STADIUM D/B/A HARD ROCK STADIUM

Case No. 1:24-cv-22751-BB (S.D. Fla.)

The Honorable Beth Bloom (November 25, 2025): The Court approves, in form and content, the Class Notice and Claim Form, attached to the Settlement Agreement as Exhibits A, B, C, and D, and finds that they meet the requirements of the Rules of Civil Procedure and satisfy Due Process requirements under the U.S. Constitution... The Court finds that the Class Notice Program as set forth in the Settlement Agreement, (a) is the best practicable notice, (b) is reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice, (c) is reasonably calculated, under the circumstances, to apprise the Settlement Classes of the pendency of the Litigation and of their rights with respect to the Settlement, and (d) meets all applicable requirements of applicable law. The Class Notice Program satisfies the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process.

CAMPBELL v. SIRIUS XM RADIO, INC.

Case No. 2:22-cv-02261-CSB-EIL (C.D. Ill.)

The Honorable Colin S. Bruce (November 10, 2025): The Court finds that the proposed notice program set forth in the Settlement Agreement satisfies the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable law and rules. The notice program provides the best notice practicable under the circumstances. It is reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency and nature of this Litigation, the scope of the Settlement Class, the terms and effect of the Settlement Agreement...

MARBLE v. HALO INNOVATIONS, INC.

Case No. 1:23-cv-11048-JGLC (S.D.N.Y.)

The Honorable Jessica G.L. Clarke (October 14, 2025): [T]he settlement administrator, Angeion, has notified Settlement Class Members of the Settlement by (a) direct notice via emailing each member of the Settlement Class for whom Angeion has an email address; (b) direct notice via mailing postcard notice to each member of the Settlement Class who did not have a valid email address but had a mailing address; (c) implementing a media campaign consisting of targeted internet banner notice, social media notice, and a paid search campaign; and (d) implementing a dedicated settlement website and toll-free telephone line

where Settlement Class Members can learn about their rights and options pursuant to the terms of the Settlement. The form and methods of notifying the Settlement Class of the terms and conditions of the proposed Settlement Agreement met the requirements of Fed R. Civ. P. 23, due process, and any other applicable law, and constituted the best notice practicable under the circumstances.

LOPEZ v. APPLE INC.

Case No. 4:19-cv-04577-JSW (N.D. Cal.)

The Honorable Jeffrey S. White (September 4, 2025): The form, manner, and content of the Email Notice, Full Class Notice, Publication Notice, and Settlement Website were the best notice practicable under the circumstances, satisfied due process, provided adequate information to the Settlement Class of all matters relating to the Settlement, and fully satisfied the requirements of Federal Rules of Civil Procedure 23(c)(2) and (e)(1) and due process.

LE v. ZUFFA, LLC

Case No. 2:15-cv-01045 (D. Nev.)

The Honorable Richard F. Boulware, II (March 3, 2025): Upon review of the record, the Court now finds that the program for providing notice to the Class was effectuated in accordance with the Court's approved Notice Plan and thus constituted due, adequate, and sufficient notice of the Settlement; was the best notice practicable under the circumstances; and satisfied the requirements of Federal Rules of Civil Procedure 23(c)(2)(B) and 23(e)(1), due process, and any other applicable law. Therefore, the form and manner of dissemination of the notice of the Settlement to the Class are finally approved.

BROOKS v. THOMSON REUTERS CORPORATION

Case No. 3:21-cv-01418-EMC (N.D. Cal.)

The Honorable Edward M. Chen (February 21, 2025): The notice was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement...Further, the Notice Plan constituted due, adequate, and sufficient notice to all persons entitled to receive notice, and satisfied due process and provided adequate information to the Settlement Class of all matters relating to the Settlement, and fully satisfied the requirements of Federal Rules of Civil Procedure 23(c)(2) and (e)(1) and any other applicable state and/or federal laws.

IN RE: SERESTO FLEA AND TICK COLLAR MARKETING, SALES PRACTICES AND PRODUCT LIABILITY LITIGATION

Case No. 1:21-cv-04447, MDL No. 3009 (N.D. Ill.)

The Honorable John Robert Black (January 6, 2025): The Court finds that the Class Notice Program implemented pursuant to the Settlement Agreement and the Order preliminarily approving the Settlement (ECF No. 192): (i) constituted the best practicable notice, (ii) constituted notice that was reasonably calculated under the circumstances to apprise Class Members of the pendency of the Litigation, of their right to object to or exclude themselves from the proposed Settlement, of their right to appear at the Fairness Hearing, and of their right to seek monetary and other relief, (iii) constituted reasonable, due, adequate, and sufficient notice to all persons entitled to receive notice, and (iv) met all applicable requirements of due process and any other applicable law.

KATZ-LACABE v. ORACLE AMERICA, INC.

Case No. 3:22-cv-04792-RS (N.D. Cal.)

The Honorable Richard Seeborg (November 15, 2024): The Notice Plan constituted sufficient notice practicable under the circumstances to all Settlement Class Members and was successfully implemented by the Settlement Administrator, effecting Class Notice that fully complied with the requirements of Federal Rule of Civil Procedure 23 and due process....The Settlement Administrator effectively administered the Claims program pursuant to the Settlement Agreement and the Order Granting Preliminary Approval and that the Claims process was fair, reasonable and adequate.

BRAUN v. THE PHILADELPHIA INQUIRER, LLC

Case No. 2:22-cv-04185 (E.D. Pa.)

The Honorable John M. Younge (August 8, 2024): The proposed form and manner of notice to members of the Settlement Class set forth in the Weisbrot Declaration...along with the proposed methods of dissemination of notice described therein, satisfy the requirements of Rule 23(e) and due process, are otherwise fair and reasonable, and therefore are approved.

GUIDA v. GAIA, INC.

Case No. 1:22-cv-02350 (D. Colo.)

The Honorable Gordon P. Gallagher (July 19, 2024): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement ("Notice Plan"). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law...The Court further finds that the Notice constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. Accordingly, the Court finds that no notice other than that specifically identified in the Settlement is necessary in this Action.

FERNANDEZ v. CORELOGIC CREDCO, LLC

Case No. 3:20-cv-01262 (S.D. Cal.)

The Honorable Jeffrey T. Miller (June 20, 2024): The court approved notice of this class action and proposed settlement in the June 16, 2024, Preliminary Approval Order. The Agreement called for sending the Notice directly to class members through email ("email notice") and/or via U.S. Mail. ("notice packet"). In support of his Motions, Plaintiff has filed the Declaration of Lacey Rose, who is employed as a "Senior Project Manager with Angeion," and the Declaration of Steven Weisbrot, the President and Chief Executive Officer of Angeion, the Settlement Administrator retained in this matter. See generally, Doc. No. 316-5, Doc. No. 329. Both declarations detail the actions taken by the Administrator...Accordingly, ***the court determines that the Notice in the case was copious, impressive, more than adequate***, and satisfied both the requirements of Rule 23 and due process, giving the settlement class members adequate notice of the Settlement.

JONES v. VARSITY BRANDS, LLC

Case No. 2:20-cv-02892 (W.D. Tenn.)

The Honorable Sheryl H. Lipman (June 18, 2024): Indirect Purchasers have retained Angeion to serve as Settlement Administrator...***Angeion has designed a multi-layered sophisticated plan*** using a combination of Internet, email, publication, social media...The Notice Plan adequately apprises all potential class members of the terms of the Settlement Agreement, provides the opportunity to make informed decisions, and comports with due process.

SALINAS v. BLOCK, INC.

Case No. 3:22-cv-04823 (N.D. Cal.)

The Honorable Sallie Kim (June 3, 2024): The Court...(b) finds and determines that emailing the Summary Notice, reminder emails to Class Members (if available), and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, supplemented by any social media and print media advertisements deemed appropriate by the Parties (i) constitutes the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action...(iii) constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

ESPOSITO v. CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

Case No. MID-L-006360-23 (N.J. Super. Ct.)

The Honorable Ana C. Viscomi (April 26, 2024): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as appropriate reminder notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members...(d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of N.J. Ct. R. 4:32-1 and 4:32-2, Due Process under the U.S. Constitution, and any other applicable law.

KUKORINIS v. WALMART, INC.

Case No. 8:22-cv-02402 (M.D. Fla.)

The Honorable Virginia M. Hernandez Covington (January 19, 2024): The Notice Plan, including the form of the notices and methods for notifying the Settlement Class of the Settlement and its terms and conditions...a. meet the requirements of the Federal Rules of Civil Procedure (including Rule 23 (c)-(e)), the United States Constitution (including the Due Process Clause), and the Rules of this Court; b. constitute the best notice to Settlement Class Members practicable under the circumstances...

IN RE: KIA HYUNDAI VEHICLE THEFT MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 8:22-mj-03052 (C.D. Cal.)

The Honorable James V. Selna (October 31, 2023): The Court has considered the form and content of the Class notice program and finds that the Class notice program and methodology as described in the Settlement Agreement (a) meet the requirements of due process and Federal Rules of Civil Procedure 23(c) and (e); (b) constitute the best notice practicable under the circumstances to all persons entitled to notice; and (c) satisfies the constitutional requirements regarding notice.

AMANS v. TESLA, INC.

Case No. 3:21-cv-03577 (N.D. Cal.)

The Honorable Vince Chhabria (October 20, 2023): The Court further finds that the 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, under all circumstances, to apprise members of the Settlement Class of the pendency of this case, the terms of the Settlement Agreement, the right to object to the Settlement, and the right to exclude themselves from the Settlement Class.

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION

Case No. 2:18-mn-02873 (D.S.C.)

The Honorable Richard Mark Gergel (August 29, 2023): The Court also approves the proposed Notice Plan set forth in Exhibit C to the Settlement Agreement...The proposed Notice Plan is the best practicable notice under the circumstances of this case; is reasonably calculated under the circumstances to apprise potential Class Members of the Settlement Agreement and of their right to object to or exclude themselves from the proposed Settlement Class; is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive it; and meets all applicable requirements of Federal Rule of Civil Procedure 23, the United States Constitution, and other applicable laws and rules.

LUNDY v. META PLATFORMS, INC.

Case No. 3:18-cv-06793 (N.D. Cal.)

The Honorable James Donato (April 26, 2023): For purposes of Rule 23(e), the Notice Plan submitted with the Motion for Preliminary Approval and the forms of notice attached thereto are approved...The form, content, and method of giving notice to the Settlement Class as described in the Notice Plan submitted

with the Motion for Preliminary Approval are accepted at this time as practicable and reasonable in light of the rather unique circumstances of this case.

IN RE: FACEBOOK INTERNET TRACKING LITIGATION

Case No. 5:12-md-02314 (N.D. Cal.)

The Honorable Edward J. Davila (November 10, 2022): The Court finds that Plaintiffs' notice meets all applicable requirements of due process and is particularly impressed with Plaintiffs' methodology and use of technology to reach as many Class Members as possible. Based upon the foregoing, the Court finds that the Settlement Class has been provided adequate notice.

MEHTA v. ROBINHOOD FINANCIAL LLC

Case No. 5:21-cv-01013 (N.D. Cal.)

The Honorable Susan van Keulen (August 29, 2022): The proposed notice plan, which includes direct notice via email, will provide the best notice practicable under the circumstances. This plan and the Notice are reasonably calculated, under the circumstances, to apprise Class Members...The plan and the Notice constitute due, adequate, and sufficient notice to Class Members and satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable laws and rules.

IN RE: TIKTOK, INC., CONSUMER PRIVACY LITIGATION

Case No. 1:20-cv-04699 (N.D. Ill.)

The Honorable John Z. Lee (August 22, 2022): The Class Notice was disseminated in accordance with the procedures required by the Court's Order Granting Preliminary Approval...in accordance with applicable law, satisfied the requirements of Rule 23(e) and due process, and constituted the best notice practicable...

ADTRADER, INC. v. GOOGLE LLC

Case No. 5:17-cv-07082 (N.D. Cal.)

The Honorable Beth L. Freeman (May 13, 2022): The Court approves, as to form, content, and distribution, the Notice Plan set forth in the Settlement Agreement, including the Notice Forms attached to the Weisbrot Declaration, subject to the Court's one requested change as further described in Paragraph 8 of this Order, 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 further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members...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 Plan fully complies with the Northern District of California's Procedural Guidance for Class Action Settlements.

CITY OF LONG BEACH v. MONSANTO COMPANY

Case No. 2:16-cv-03493 (C.D. Cal.)

The Honorable Fernando M. Olguin (March 14, 2022): The court approves the form, substance, and requirements of the class Notice, (Dkt.278-2, Settlement Agreement, Exh. I). The proposed manner of notice of the settlement set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and complies with the requirements of due process.

STEWART v. LEXISNEXIS RISK DATA RETRIEVAL SERVICES, LLC

Case No. 3:20-cv-00903 (E.D. Va.)

The Honorable John A. Gibney Jr. (February 25, 2022): The proposed forms and methods for notifying the proposed 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 notice...Based on the foregoing, the Court hereby approves the notice plans developed by the Parties and the Settlement Administrator and directs that they be implemented according to the Agreement and the notice plans attached as exhibits.

WILLIAMS v. APPLE INC.**Case No. 3:19-cv-04700 (N.D. Cal.)**

The Honorable Laurel Beeler (February 24, 2022): The Court finds the Email Notice and Website Notice (attached to the Agreement as Exhibits 1 and 4, respectively), and their manner of transmission, implemented pursuant to the Agreement (a) are the best practicable notice, (b) are reasonably calculated, under the circumstances, to apprise the Subscriber Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement, (c) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice, and (d) meet all requirements of applicable law.

CLEVELAND v. WHIRLPOOL CORPORATION**Case No. 0:20-cv-01906 (D. Minn.)**

The Honorable Wilhelmina M. Wright (December 16, 2021): It appears to the Court that the proposed Notice Plan described herein, and detailed in the Settlement Agreement, comports with due process, Rule 23, and all other applicable law. Class Notice consists of email notice and postcard notice when email addresses are unavailable, which is the best practicable notice under the circumstances...The proposed Notice Plan complies with the requirements of Rule 23, Fed. R. Civ. P., and due process, and Class Notice is to be sent to the Settlement Class Members as set forth in the Settlement Agreement and pursuant to the deadlines above.

RASMUSSEN v. TESLA, INC. D/B/A TESLA MOTORS, INC.**Case No. 5:19-cv-04596 (N.D. Cal.)**

The Honorable Beth Labson Freeman (December 10, 2021): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement Agreement ("Notice Plan"). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law, such that the terms of the Settlement Agreement, the releases provided for therein, and this Court's final judgment will be binding on all Settlement Class Members.

CAMERON v. APPLE INC.**Case No. 4:19-cv-03074 (N.D. Cal.)**

The Honorable Yvonne Gonzalez Rogers (November 16, 2021): The parties' proposed notice plan appears to be constitutionally sound in that plaintiffs have made a sufficient showing that it is: (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to apprise the Class members of the proposed settlement and of their right to object or to exclude themselves as provided in the settlement agreement; (iii) reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due process and any other applicable requirements under federal law.

RISTO v. SCREEN ACTORS GUILD - AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS**Case No. 2:18-cv-07241 (C.D. Cal.)**

The Honorable Christina A. Snyder (November 12, 2021): The Court approves the publication notice plan presented to this Court as it will provide notice to potential class members through a combination of traditional and digital media that will consist of publication of notice via press release, programmatic display digital advertising, and targeted social media, all of which will direct Class Members to the Settlement website...The notice plan satisfies any due process concerns as this Court certified the class under Federal Rule of Civil Procedure 23(b)(1)...

JENKINS v. NATIONAL GRID USA SERVICE COMPANY, INC.

Case No. 2:15-cv-01219 (E.D.N.Y.)

The Honorable Joanna Seybert (November 8, 2021): Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed Notice Plan and procedures set forth at Section 8 of the Settlement...The Court finds that the proposed Notice Plan meets the requirements of due process under the United States Constitution and Rule 23, and that such Notice Plan—which includes direct notice to Settlement Class Members sent via first class U.S. Mail and email; the establishment of a Settlement Website (at the URL, www.nationalgridtcpasettlement.com) where Settlement Class Members can view the full settlement agreement, the detailed long-form notice (in English and Spanish), and other key case documents; publication notice in forms attached as Exhibits E and F to the Settlement sent via social media (Facebook and Instagram) and streaming radio (e.g., Pandora and iHeart Radio). The Notice Plan shall also include a paid search campaign on search engine(s) chosen by Angeion (e.g., Google) in the form attached as Exhibits G and the establishment of a toll-free telephone number where Settlement Class Members can get additional information—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

NELLIS v. VIVID SEATS, LLC

Case No. 1:20-cv-02486 (N.D. Ill.)

The Honorable Robert M. Dow, Jr. (November 1, 2021): The Notice Program, together with all included and ancillary documents thereto, (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Litigation...(c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable requirements of due process and any other applicable law. The Court finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

PELLETIER v. ENDO INTERNATIONAL PLC

Case No. 2:17-cv-05114 (E.D. Pa.)

The Honorable Michael M. Baylson (October 25, 2021): The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”), the Proof of Claim and Release form (the “Proof of Claim”), and the Summary Notice, annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the manner and form set forth in ¶¶7-10 of this Order, meet the requirements of Rule 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

BIEGEL v. BLUE DIAMOND GROWERS

Case No. 7:20-cv-03032 (S.D.N.Y.)

The Honorable Cathy Seibel (October 25, 2021): The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action...and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

QUINTERO v. SAN DIEGO ASSOCIATION OF GOVERNMENTS

Case No. 37-2019-00017834-CU-NP-CTL (Cal. Super. Ct.)

The Honorable Eddie C. Sturgeon (September 27, 2021): The Court has reviewed the class notices for the Settlement Class and the methods for providing notice and has determined that the parties will employ forms and methods of notice that constitute the best notice practicable under the circumstances; are reasonably calculated to apprise class members of the terms of the Settlement and of their right to participate in it, object, or opt-out; are reasonable and constitute due, adequate, and sufficient notice to all

persons entitled to receive notice; and meet all constitutional and statutory requirements, including all due process requirements and the California Rules of Court.

HOLVE v. MCCORMICK & COMPANY, INC.

Case No. 6:16-cv-06702 (W.D.N.Y.)

The Honorable Mark W. Pedersen (September 23, 2021): The Court finds that the form, content and method of giving notice to the Class as described in the Settlement Agreement and the Declaration of the Settlement Administrator: (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...(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.

CULBERTSON v. DELOITTE CONSULTING LLP

Case No. 1:20-cv-03962 (S.D.N.Y.)

The Honorable Lewis J. Liman (August 27, 2021): The notice procedures described in the Notice Plan are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

PULMONARY ASSOCIATES OF CHARLESTON PLLC v. GREENWAY HEALTH, LLC

Case No. 3:19-cv-00167 (N.D. Ga.)

The Honorable Timothy C. Batten, Sr. (August 24, 2021): Under Rule 23(c)(2), the Court finds that the content, format, and method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot filed on July 2, 2021, and the Settlement Agreement and Release, including notice by First Class U.S. Mail and email to all known Class Members, is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and due process.

IN RE: BROILER CHICKEN GROWER ANTITRUST LITIGATION (NO II)

Case No. 6:20-md-02977 (E.D. Okla.)

The Honorable Robert J. Shelby (August 23, 2021): The Court approves the method of notice to be provided to the Settlement Class as set forth in Plaintiffs' Motion and Memorandum of Law in Support of Motion for Approval of the Form and Manner of Class Notice and Appointment of Settlement Administrator and Request for Expedited Treatment and the Declaration of Steven Weisbrot on Angeion Group Qualifications and Proposed Notice Plan...The Court finds and concludes that such notice: (a) is the best notice that is practicable under the circumstances, and is reasonably calculated to reach the members of the Settlement Class and to apprise them of the Action, the terms and conditions of the Settlement, their right to opt out and be excluded from the Settlement Class, and to object to the Settlement; and (b) meets the requirements of Federal Rule of Civil Procedure 23 and due process.

ROBERTS v. AT&T MOBILITY, LLC

Case No. 3:15-cv-03418 (N.D. Cal.)

The Honorable Edward M. Chen (August 20, 2021): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as supplemental notice via a social media notice campaign and reminder email and SMS notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of this Action ...(d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process under the U.S. Constitution, and any other applicable law.

PYGIN v. BOMBAS, LLC

Case No. 4:20-cv-04412 (N.D. Cal.)

The Honorable Jeffrey S. White (July 12, 2021): The Court also concludes that the Class Notice and Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 and provide the best notice practicable under the circumstances. The Class Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the Scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court approves the Class Notice and Notice Program and the Claim Form.

WILLIAMS v. RECKITT BENCKISER LLC

Case No. 1:20-cv-23564 (S.D. Fla.)

The Honorable Jonathan Goodman (April 23, 2021): The Court approves, as to form and content, the Class Notice and Internet Notice submitted by the parties (Exhibits B and D to the Settlement Agreement or Notices substantially similar thereto) and finds that the procedures described therein meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and provide the best notice practicable under the circumstances. The proposed Class Notice Plan -- consisting of (i) internet and social media notice; and (ii) notice via an established a Settlement Website -- is reasonably calculated to reach no less than 80% of the Settlement Class Members.

IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION

Case No. 5:18-md-02827 (N.D. Cal.)

The Honorable Edward J. Davila (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 (N.D. Cal.)

The Honorable Edward J. Davila (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 v. IDAHO CENTRAL CREDIT UNION

Case No. CV03-20-00831, CV03-20-03221 (Idaho Jud. Dist.)

The Honorable Robert C. Naftz (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 (N.D. Cal.)

The Honorable Edward M. Chen (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 (E.D. Va.)

The Honorable Raymond A. Jackson (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.

BENTLEY v. LG ELECTRONICS U.S.A., INC.

Case No. 2:19-cv-13554 (D.N.J.)

The Honorable Madeline Cox Arleo (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 (D.S.C.)

The Honorable David C. Norton (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 v. FACEBOOK, INC.

Case No. 3:18-cv-05982 (N.D. Cal.)

The Honorable William Alsup (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: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 8:16-md-02737 (M.D. Fla.)

The Honorable Mary S. Scriven (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 v. COACH INC.

Case No. 1:16-cv-01122 (S.D.N.Y.)

The Honorable Valerie Caproni (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 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 (C.D. Cal.)

The Honorable Dolly M. Gee (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 (S.D.N.Y.)

The Honorable Edgardo Ramos (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 v. ZAAPPAAZ, INC.

Case No. 4:18-cv-00430 (S.D. Tex.)

The Honorable Nancy F. Atlas (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 v. WALMART, INC.

Case No. 5:18-cv-05225 (W.D. Ark.)

The Honorable Timothy L. Brooks (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.

CLAY v. CYTOSPORT INC.

Case No. 3:15-cv-00165 (S.D. Cal.)

The Honorable M. James Lorenz (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 (N.D. Ga.)

The Honorable J.P. Boulee (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, 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

Case No. D-202-CV-2001-00579 (N.M. Jud. Dist.)

The Honorable Carl Butkus (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 v. CHIPOTLE MEXICAN GRILL, INC.

Case No. 4:16-cv-02200 (N.D. Cal.)

The Honorable Haywood S. Gilliam, Jr. (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 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 (M.D. Fla.)

The Honorable Charlene Edwards Honeywell (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 v. CVS HEALTH

Case No. 4:15-cv-03504 (N.D. Cal.)

The Honorable Yvonne Gonzalez Rogers (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...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).

PATORA v. TARTE, INC.

Case No. 7:18-cv-11760 (S.D.N.Y.)

The Honorable Kenneth M. Karas (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...(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 v. GENERAL NUTRITION CENTERS, INC., AND GNC HOLDINGS, INC.

Case No. 2:16-cv-00633 (W.D. Pa.)

The Honorable Mark R. Hornak (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

Case No. 5:15-cv-05764 (N.D. Cal.)

The Honorable Beth L. Freeman (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 (N.D. Ill.)

The Honorable Harry D. Leinenweber (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 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

Case No. 1:18-cv-20048 (S.D. Fla.)

The Honorable Darrin P. Gayles (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 v. THE GAP, INC.

Case No. CGC-18-567237 (Cal. Super. Ct.)

The Honorable Richard B. Ulmer Jr. (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 v. NIBCO, INC.

Case No. 3:13-cv-07871 (D.N.J.)

The Honorable Freda L. Wolfson (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 v. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744 (D. Mass.)

The Honorable Douglas P. Woodlock (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.

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

Case No. 3:17-md-02777 (N.D. Cal.)

The Honorable Edward M. Chen (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 v. SEARS HOLDINGS CORPORATION

Case No. 1:15-cv-04519 (N.D. Ill.)

The Honorable Manish S. Shah (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 v. KAS DIRECT, LLC, AND S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981 (S.D.N.Y.)

The Honorable Vincent J. Briccetti (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 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 (E.D.N.C.)

The Honorable James C. Dever III (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 v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

Case No. 7:13-cv-03073 (S.D.N.Y.)

The Honorable Nelson S. Roman (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 (N.D. Cal.)

The Honorable Joseph C. Spero (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.

IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION

MDL No. 2669/Case No. 4:15-md-02669 (E.D. Mo.)

The Honorable John A. Ross (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 v. PPG INDUSTRIES INC.

Case No. 1:15-cv-00912 (N.D. Ohio)

The Honorable Dan Aaron Polster (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 (N.D. Ga.)

The Honorable Thomas W. Thrash Jr. (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.

ROY v. TITFLEX CORPORATION T/A GASTITE AND WARD MANUFACTURING, LLC

Case No. 384003V (Md. Cir. Ct.)

The Honorable Ronald B. Rubin (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.***

IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION

Case No. 2:08-cv-00051 (D.N.J.)

The Honorable Madeline Cox Arleo (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...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 (W.D. Pa.)

The Honorable Mark R. Hornak (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.*

FUENTES v. UNIRUSH, LLC D/B/A UNIRUSH FINANCIAL SERVICES

Case No. 1:15-cv-08372 (S.D.N.Y.)

The Honorable J. Paul Oetken (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 LITIG.

MDL No. 2001/Case No. 1:08-wp-65000 (N.D. Ohio)

The Honorable Christopher A. Boyko (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 v. R.J. REYNOLDS TOBACCO CO.

Case No. 2:09-cv-08394 (C.D. Cal.)

The Honorable Christina A. Snyder (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 v. SNYDER'S-LANCE, INC.

Case No. 0:13-cv-62496 (S.D. Fla.)

The Honorable Joan A. Lenard (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 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.

SOTO v. THE GALLUP ORGANIZATION, INC.

Case No. 0:13-cv-61747 (S.D. Fla.)

The Honorable Marcia G. Cooke (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 (D. Or.)

The Honorable Janice M. Stewart (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 RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION

MDL No. 2328/Case No. 2:12-md-02328 (E.D. La.)

The Honorable Sarah S. Vance (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.

Exhibit B

To: Settlement Class Member Email Address
From: Settlement Administrator
Subject: Court-Approved Notice of Proposed Settlements – RealPage Rental Software Antitrust Litigation

Notice ID: ID

Confirmation Code: Code

COURT-APPROVED LEGAL NOTICE

In Re: RealPage, Inc., Rental Software Antitrust Litigation (No. II), No. 3:23-MD-3071 (M.D. Tenn.)

Para obtener información en español, visite www.RealPageRentalSettlement.com.

If you paid rent on a multifamily residential real estate lease directly to any owner, manager and/or owner-operator on a property subject to a license for RealPage's Revenue Management Solutions, Lease Rent Options ("LRO"), YieldStar ("YS"), and/or AI Revenue Management ("AIRM"), class action settlements totaling \$359,925,000 million may affect your rights.

Why am I receiving this email?

The Court has preliminarily approved settlements ("Settlements") that have been reached with certain Defendants named in this litigation ("Settling Defendants"). Plaintiffs alleged that Defendants conspired to fix and inflate the price of multifamily residential real estate across the U.S. and its territories. Settling Defendants deny all allegations of wrongdoing. The Court authorized this Notice because you are entitled to know about your rights under the Settlements with Settling Defendants before the Court decides whether to finally approve the Settlements.

You are receiving this email because records available to the Settlement Administrator indicate that you may be a member of the Settlement Class in the RealPage Rental Software Antitrust Settlements and may be eligible for a payment.

Who is Included in the Settlements?

You are included in the Settlement Class if you are a person or entity in the United States and its territories who paid rent on at least one multifamily residential real estate lease directly to any owner, manager, and/or owner-operator (including to any division, subsidiary, predecessor, agent, or affiliate) on a property subject to a license for RealPage's Revenue Management Solutions (LRO/YS/AIRM) at any time during October 18, 2018 through November 21, 2025 (the "Settlement Class Period").

If you are unsure whether your rental property is included, you can visit www.RealPageRentalSettlement.com to see whether your residential lease was in a building that might be covered (the "Property List"). Even if your building is not on the Property List, you may still be a member of the Settlement Class and may submit a claim for consideration; however, you are eligible for a payment from the Settlement Fund only if you rented a unit on the Property List.

What do these Settlements provide?

Under these Settlements, the Settling Defendants have collectively contributed \$359,925,000 in cash to the Settlement Fund for the benefit of the Settlement Class. In addition, the money in the Settlement Fund will be used to pay: (i) Taxes and Tax Expenses; (ii) Notice & Administration Expenses as authorized by the Settlements and approved by the Court; (iii) Any Fee and Expense Award approved by the Court for Settlement Class Counsel; (iv) Any Service Awards to Class Representatives; and (v) Other fees and expenses authorized by the Court. All Settlement Funds that remain after payment of the Court-ordered attorneys' fees, costs, expenses, and service awards will be distributed to the Settlement Class as ordered by the Court.

How do I ask for money from these Settlements?

You must submit a Claim Form to be eligible for a payment.

Claims must be submitted online at or received by 11:59 p.m. EST on **DATE**.

To submit a claim and review the Plan of Allocation and other important documents, visit:

www.RealPageRentalSettlement.com.

What are my other options?

If you **do nothing**, you will be legally bound by the terms of the Settlements, and you will release your claims against the Settling Defendants and Releasees. If you do not want to be legally bound by the Settlements, you must **exclude yourself** by **DATE**. If you do not exclude yourself, you will release any claims you may have against the Settling Defendants and Releasees that are resolved by these Settlements. If you do not exclude yourself, you may **object** to the Settlements, Plan of Allocation, and any request for Fee and Expense Award and Service Awards by **DATE**. Visit www.RealPageRentalSettlement.com for complete information on how to Opt Out of or Object to the Settlements.

Do I have a lawyer in this case?

Yes. The Court appointed Patrick Coughlin, Scott+Scott Attorneys at Law LLP; Stacey Slaughter, Robins Kaplan LLP; and Swathi Bojedla, Hausfeld LLP (together, "Settlement Class Counsel"), to represent you and other Settlement Class Members. They will be paid from the Settlement Fund upon making an application to the Court.

The Court's Fairness Hearing.

The Court will hold a Fairness Hearing on **DATE & TIME** at **LOCATION** to consider whether the Settlements are fair, adequate, and reasonable and should be approved. The Court will also decide whether it should give its final approval of the Settlement Class Counsel's requests for attorneys' fees and expenses, service awards to the Settlement Class Representatives, and other costs. The Court will consider any objections and listen to members of the Settlement Class who have asked to speak at the Fairness Hearing.

THIS NOTICE IS ONLY A SUMMARY

For complete information about the Settlement, including your rights and options, answers to frequently asked questions, and important dates and deadlines, visit www.RealPageRentalSettlement.com or call toll-free 1-888-995-4213.

[Unsubscribe](#)

Exhibit C

COURT-APPROVED LEGAL NOTICE

In Re: RealPage, Inc., Rental Software Antitrust Litigation (No. II), No. 3:23-MD-3071 (MD. Tenn.)

Para obtener información en español, visite www.RealPageRentalSettlement.com.

If you paid rent on a multifamily residential real estate lease directly to any owner, manager and/or owner-operator on a property subject to a license for RealPage's Revenue Management Solutions, Lease Rent Options ("LRO"), YieldStar ("YS"), and/or AI Revenue Management ("AIRM"), class action settlements totaling \$359,925,000 may affect your rights.

THIS NOTICE IS ONLY A SUMMARY

For complete information about the Settlement, including your rights and options, answers to frequently asked questions, important documents including the Proposed Final Judgment between the United States and RealPage in United States v. RealPage, No. 1:24-cv-00710 (MD.N.C.), and dates and deadlines, visit www.RealPageRentalSettlement.com, call toll-free 1-888-995-4213, or scan the QR code below.



RealPage Rental Software Antitrust Litigation
Settlement Administrator
P.O. Box XX
East Brunswick, NJ 08816-9998

«ScanString»

Postal Service: Please do not mark
barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

The Court has preliminarily approved settlements (“Settlements”) that have been reached with certain Defendants named in this litigation (“Settling Defendants”). Plaintiffs alleged that Defendants conspired to fix and inflate the price of multifamily residential real estate across the U.S. and its territories. Settling Defendants deny all allegations of wrongdoing. The Court authorized this Notice because you are entitled to know about your rights under the Settlements with Settling Defendants before the Court decides whether to finally approve the Settlements.

Who is Included in the Settlements?

You are included in the Settlement Class if you are a person or entity in the United States and its territories who paid rent on at least one multifamily residential real estate lease directly to any owner, manager and/or owner-operator (including to any division, subsidiary, predecessor, agent or affiliate of any owner, manager and/or owner-operator) on a property subject to a license for RealPage’s Revenue Management Solutions (LRO/YS/AIRM) at any time during the period of October 18, 2018 through November 21, 2025 (the “Settlement Class Period”).

What do these Settlements provide?

Under these Settlements, the Settling Defendants have collectively contributed \$359,925,000 in cash to the Settlement Fund for the benefit of the Settlement Class. In addition, the money in the Settlement Fund will be used to pay: (i) Taxes and Tax Expenses; (ii) Notice & Administration Expenses as authorized by the Settlements and approved by the Court; (iii) Any Fee and Expense Award approved by the Court for Settlement Class Counsel; (iv) Any Service Awards to Class Representatives; and (v) Other fees and expenses authorized by the Court. All Settlement Funds that remain after payment of the Court-ordered attorneys’ fees, costs, expenses, and service awards will be distributed to the Settlement Class as ordered by the Court.

How do I ask for money from these Settlements?

Visit www.RealPageRentalSettlement.com for additional details and to submit a claim. There will be no payments to the Settlement Class until a later date. Claims must be submitted by **DATE**.

What are my other options?

If you do nothing, you will be legally bound by the terms of the Settlements, and you will release your claims against Settling Defendants and Releasees. If you do not want to be legally bound by the Settlements, you must exclude yourself by **DATE**. If you do not exclude yourself, you will release any claims you may have against Settling Defendants and Releasees that are resolved by these Settlements. If you do not exclude yourself, you may object to the Settlements, plan of allocation, or motion for fees, reimbursement of costs and expenses, and service awards by **DATE**. Visit www.RealPageRentalSettlement.com for complete information on how to exclude yourself from the Settlement Class or to object.

Do I have a lawyer in this case?

Yes. The Court appointed Patrick Coughlin, Scott+Scott Attorneys at Law LLP; Stacey Slaughter, Robins Kaplan LLP; and Swathi Bojedla, Hausfeld LLP (together, “Settlement Class Counsel”), to represent you and other Settlement Class Members.

The Court’s Fairness Hearing.

The Court will hold a Fairness Hearing on **DATE & TIME** at **LOCATION** to consider whether the Settlements are fair, reasonable, and adequate and should be approved. The Court will also decide whether it should give its final approval of the Settlements and Plan of Allocation. Class Counsel’s request for attorneys’ fees and expenses, service awards to the Settlement Class Representatives, and other costs the Court will consider any objections and listen to members of the Settlement Class who have asked to speak at the Fairness Hearing. Check the Settlement Website for updates.

Exhibit D

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

IN RE: REALPAGE, INC., RENTAL
SOFTWARE ANTITRUST LITIGATION
(NO. II)

Case No. 3:23-MD-3071
MDL No. 3071

This Document Relates to:
ALL CASES

Judge Waverly D. Crenshaw, Jr.

NOTICE OF CLASS ACTION SETTLEMENTS

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

If you paid rent on a multifamily residential real estate lease directly to any owner, manager and/or owner-operator on a property subject to a license for RealPage's Revenue Management Solutions, Lease Rent Options ("LRO"), YieldStar ("YS"), and/or AI Revenue Management ("AIRM"), from 10/18/2018 through 11/21/2025, class action settlements totaling \$359,925,000 may affect your rights.

Your legal rights may be affected. Please read this notice carefully.

- The Court preliminarily approved proposed settlements ("Settlements") that have been reached with certain Defendants named in this litigation (the "Settling Defendants").¹
- Plaintiffs alleged that the Defendants violated federal and state antitrust laws by conspiring to fix and inflate the price of multifamily rental housing across the United States and its territories. Settling Defendants deny all allegations of wrongdoing.

¹ Settling Defendants are Allied Orion Group, LLC; Apartment Income REIT Corp. d/b/a AIR Communities; Avenue5 Residential, LLC; Bell Partners, Inc.; BH Management Services, LLC; Bozzuto Management Co.; Brookfield Properties Multifamily LLC; Camden Property Trust; CH Real Estate Services, LLC; CONAM Management Corporation; Cortland Management, LLC; Crow Holdings, LP; Trammell Crow Residential Co.; CWS Apartment Homes, LLC; ECI Management, LLC; Equity Residential; First Communities Management, Inc.; FPI Management, Inc.; Greystar Management Services, LLC; Highmark Residential, LLC; Kairoi Management, LLC; Knightvest Residential; Lantower Luxury Living, LLC; Lincoln Property Co.; Mid-America Apartment Communities, Inc.; Mid-America Apartments L.P.; Mission Rock Residential, LLC; Pinnacle Property Management Services, LLC; Prometheus Real Estate Group, Inc.; Rose Associates, Inc.; RPM Living, LLC; Sares Regis Management Company, L.P.; Security Properties Residential, LLC; Sherman Associates, Inc.; Simpson Property Group, LLC; The Related Companies, L.P.; Related Management Co., L.P.; Thrive Communities Management, LLC; Windsor Property Management Co.; WinnCompanies, LLC; WinnResidential Manager Corp.

- The Court has not decided who is right or wrong. Instead, Plaintiffs and Settling Defendants agreed to these Settlements to avoid the risk and cost of further litigation.
- If approved by the Court, the Settlements will establish a \$359,925,000 Settlement Fund.² Settling Defendants have also agreed to change their business practices in the multifamily rental housing market.
- There will be no payments at this time. If the Court enters Final Approval of these Settlements, money will be distributed at a later date.

² All capitalized terms in this Notice shall have the same meaning provided for as in the Settlement Agreements, unless stated otherwise.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS

FILE A CLAIM ~ SUBMIT ONLINE OR RECEIVED BY DATE	• Submitting a claim is the <u>only</u> way to be eligible to receive payment from Settlements. • Be bound by the Settlements. • Give up your right to sue or continue to sue the Settling Defendants for the claims released in the Settlements but be eligible to participate in future settlements.
EXCLUDE YOURSELF ("OPT OUT") ~ RECEIVED BY DATE	• Remove yourself from the Settlement Class. • Receive no money from the Settlements. • Retain the right to sue the Settling Defendants for the claims released in the Settlements.
OBJECT TO THE SETTLEMENTS ~ FILED BY DATE	• Tell the Court why you don't like the Settlements or anything else referenced in this Notice. • Remain a Settlement Class Member.
ATTEND THE FAIRNESS HEARING ON DATE (OPTIONAL)	• Attend the Fairness Hearing (optional). • Ask to speak to the Court about the fairness of the Settlements (optional). • Please monitor the Settlement Website at www.RealPageRentalSettlement.com for updates on the date and location of the Fairness Hearing.
DO NOTHING	• Receive no money from these Settlements. • Give up your right to sue the Settling Defendants for the claims released in the Settlements. • Be bound by the Settlements. • Retain the right to submit a claim in any future settlement.

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. Why did I get this notice?

This Notice explains the proposed Settlements in a class action lawsuit called *In Re: RealPage, Inc., Rental Software Antitrust Litigation (No. II)*, 3:23-MD-3071³ (the “Action”), and the legal rights and options that you might have as a potential member of the Settlement Class.

This case is pending in the United States District Court for the Middle District of Tennessee, Nashville Division, the Honorable Waverly D. Crenshaw, presiding. This Notice is not an opinion of the Court regarding the claims in this Action, and the Court must still decide whether to finally approve the Settlements.

You have received this Notice because you may be a member of the Settlement Class. To find out if you are a member of the Settlement Class, see **Question 5**, below.

2. What is this lawsuit about?

Plaintiffs in this Action are individuals who rented multifamily residential housing in the United States or Puerto Rico. Multifamily housing refers to residential property with more than one residential rental unit and is also known as a multi-dwelling unit (e.g., apartment buildings). Plaintiffs allege that Defendants participated in an unlawful conspiracy to fix and inflate rental prices for multifamily residential housing in the United States and exchanged competitively sensitive information about rental pricing and leasing, all in violation of federal and state antitrust laws.⁴ Plaintiffs further allege that, as a result of Defendants’ unlawful actions, Plaintiffs and the Settlement Class were overcharged for their rents and had fewer places available to them for rent.

³ The actions currently centralized in MDL No. 3071 include Case Nos. 3:22-cv-01082; 3:23-cv-00332; 3:23-cv-00357; 3:23-cv-00378; 3:23-cv-00413; 3:23-cv-00552; 3:23-cv-00742; and 3:23-cv-00979.

⁴ Defendants are Essex Property Trust, Inc.; Independence Realty Trust, Inc.; Morgan Properties Management Co., LLC; RealPage, Inc.; Thoma Bravo L.P.; Thoma Bravo Fund XIII, L.P.; Thoma Bravo Fund XIV, L.P.; UDR, Inc.; and ZRS Management, LLC and Settling Defendants.

A copy of the Second Amended Consolidated Class Action Complaint, setting out the details of the conspiracy and the claims asserted is available at www.RealPageRentalSettlement.com.

Settling Defendants deny Plaintiffs' allegations and any purported wrongdoing in connection with the facts and claims that have been or could have been alleged in the Action. Settling Defendants also assert that they have valid defenses to Plaintiffs' claims.

3. Why is this lawsuit a class action?

In a class action, people or businesses called plaintiffs acting as class representatives sue not only for themselves but also on behalf of other people or businesses with similar legal claims. Together, all people or businesses with similar claims and interests form what is called a class, and the people or businesses included are called class members (if the class is certified by a court). One court resolves the issues for all class members. In this case, ten Plaintiffs have been appointed to act as representatives of the Settlement Class ("Settlement Class Representatives") by the Court.

4. Why is there a Settlement?

Plaintiffs and Settling Defendants have agreed to settle the case to avoid the delays, costs, and the risk of trial, and any appeals that could follow a trial. The Settlements allow Settlement Class Members to potentially receive compensation, subject to Court approval, rather than risk ultimately receiving nothing. Plaintiffs and Settlement Class Counsel (see **Question 15**, below) believe the Settlements are in the best interests of all members of the Settlement Class.

5. How do I know if I am part of the Settlement Class?

Pursuant to the Court's Preliminary Approval Order, the Settlement Class is defined as follows:

All persons and entities in the United States and its territories who paid rent on at least one multifamily residential real estate lease directly to any owner, manager and/or owner-operator (including to any division, subsidiary, predecessor, agent or affiliate of any owner, manager and/or owner-operator) on a property subject to a license for RealPage's Revenue Management Solutions, Lease Rent Options ("LRO"), YieldStar ("YS"), and/or AI Revenue Management ("AIRM") ("RealPage's RMS") at any time during the period of October 18, 2018 through November 21, 2025 (the "Settlement Class Period").

Specifically excluded from this Class is any Settlement Class Member who submits a valid and timely request for exclusion that is accepted by the Court; Defendants; any entity licensing RealPage's RMS, the officers or directors of any entity licensing RealPage's RMS and any entity in which any entity licensing RealPage's RMS has a controlling interest; any affiliate, legal representative, heir or assign of any entity licensing RealPage's RMS; federal, state, or local governments; states and their subdivisions, agencies, and instrumentalities; any judicial officer presiding over this Action and the members of his/her immediate family and judicial staff; and any juror assigned to this Action.

If you are not sure whether you are part of the Settlement Class, visit www.RealPageRentalSettlement.com to see if your residential lease was in a building that might be covered by the Settlements ("Property List"). Even if your building is not on the Property List,

you may still be a member of the Settlement Class and may submit a claim for consideration; however, you are eligible for a payment from the Settlement Fund only if you rented a unit on the Property List.

For more information, you can contact the Settlement Administrator by phone, email, or mail:

- Toll-Free: 1-888-995-4213
- Email: info@RealPageRentalSettlement.com
- Mail: RealPage Rental Software Litigation, Settlement Administrator,
- P.O. Box XX, East Brunswick, NJ 08816-9998

PLEASE NOTE: Receipt of this Notice or the fact that you rented from a property on the Lease List does not mean that you are a Settlement Class Member or that you are entitled to receive proceeds from the Settlements. If you are a Settlement Class Member and wish to be eligible to participate in the distribution of proceeds from the Settlements, you are required to submit a Claim Form and any required supporting documentation, which must be submitted online or received by **11:59 p.m. EST on DATE**.

THE SETTLEMENT BENEFITS

6. What do these Settlements provide?

Under this group of Settlements, Settling Defendants agreed to provide \$359,925,000 in cash into a Settlement Fund for the benefit of the Settlement Class. The money in the Settlement Fund, including any interest earned thereon, will be used to pay: (i) Taxes and any Tax Expenses; (ii) Notice and Administration Expenses as authorized by Settlements and approved by the Court; and (iii) attorneys' fees, costs, expenses, and service awards as approved by the Court; and (iv) any other fees, expenses, or costs approved by the Court. All funds that remain after payment of these items are called the "Net Settlement Fund." The Net Settlement Fund will be distributed at the conclusion of the lawsuit or as ordered by the Court.

The Settlements also provide important non-monetary relief that changes how Settling Defendants participate in the multifamily housing rental market. Settling Defendants agreed not to provide nonpublic data to RealPage for use in competitor pricing recommendations and to refrain from using RealPage software that relies on nonpublic competitor data to make rental pricing recommendations. Settling Defendants have also agreed to provide cooperation, including, among other things, sitting for depositions, authenticating documents, and providing trial testimony as the case proceeds against the remaining Defendants who have not settled. Additionally, most Settling Defendants have agreed to waive any right to enforce arbitration clauses, class action waivers, and jury trial waivers against Settlement Class Members and as to the claims at issue.

7. How do I ask for money from these Settlements?

To be eligible for a payment from the proceeds of the Settlements, you must be a Settlement Class Member, and you must timely complete and return the Claim Form and any supporting documentation, if applicable, which must be submitted online through the Settlement Website or received by **11:59 p.m. EST on DATE**. A Claim Form is available on the Settlement Website at www.RealPageRentalSettlement.com or you may request that a Claim Form be mailed or emailed

to you by contacting the Claims Administrator at info@RealPageRentalSettlement.com or toll free at 1-888-995-4213.

No money will be distributed to Settlement Class Members at this time, but you must submit your claim by the deadline in order to have your claim considered.

8. How much money will I get?

At this time, it is not known whether, or precisely how much, each Settlement Class Member will receive from the Net Settlement Fund or when payments will be made. The amount of your payment, if any, will be determined by the Plan of Allocation proposed by Plaintiffs and approved by the Court. The detailed Plan of Allocation, which is incorporated by reference into this Notice, is available at www.RealPageRentalSettlement.com and can be mailed or emailed to you by contacting the Claims Administrator at info@RealPageRentalSettlement.com or toll-free at 1-888-995-4213. The Plan of Allocation provides that the Net Settlement Fund will be distributed on a *pro rata* basis based on rent paid during the Class Period on any rental property subject to a license for RealPage's RMS, subject to adjustment based on estimated overcharges as detailed in the Plan of Allocation.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

9. How do I exclude myself from the Settlement Class?

If you are a member of the Settlement Class and do not want to remain in the Settlement Class and release your claims against the Settling Defendants and Releasees, and do not want money from the Settlements, then you must take steps to exclude yourself from the Settlements. This is sometimes referred to as "opting out" of a class. The Court will exclude from the Settlements all members of the Settlement Class who submit valid and timely requests for exclusion.

If you exclude yourself, you will *not* be able to receive any money from these Settlements. However, this is the only way you will retain your rights to sue any of the Settling Defendants and the Releasees on your own, based on the Released Claims as defined in the Settlements.

You can exclude yourself by sending a written "Request for Exclusion" to the Settlement Administrator. To be valid, your Request for Exclusion must be received by the Settlement Administrator at the address below no later than 11:59 p.m. EST on **DATE**.

RealPage Rental Software Litigation
Attn: Exclusion Request
P.O. Box 59
East Brunswick, NJ 08816-9998

Your Request for Exclusion must: (i) be submitted in writing (you cannot exclude yourself by telephone or email, even to the Settlement Administrator); (ii) be hand-signed by the person or entity requesting exclusion or authorized representative of the person or entity seeking exclusion (electronic signatures in any form will not be considered valid signatures); (iii) include the full name, address, phone number, and email of the person or entity seeking exclusion; (iv) include proof of membership in the Settlement Class; and (v) include a statement that "I/we hereby request I/we be excluded from the Settlements involving the Settling Defendants in the Action entitled: *In*

re: *RealPage, Inc., Rental Software Antitrust Litigation (II)*, Case No. 3:23-MD-3071.” Submissions seeking mass exclusion (one submission with multiple individuals seeking exclusion and a single signature) will not be accepted.

Proof of membership in the Settlement Class may be established by submitting your lease agreement; proof of renter’s insurance; rent renewal letters; a rent ledger from the landlord/portal; official move-in/move-out statements; payment confirmations from a resident portal; bank statements showing rent payments (with unrelated lines redacted); canceled checks; money order receipts; or other information demonstrating that you rented in the Settlement Class Period, October 18, 2018 through November 21, 2025.

10. If I do not exclude myself, can I sue Settling Defendants and the other Releasees for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Settling Defendants and Releasees for the Released Claims as defined in the Settlements.

11. If I exclude myself from the Settlement Class, can I get money from these Settlements?

No. You will not get any money from these Settlements if you exclude yourself. Only members of the Settlement Class who do not exclude themselves are eligible to receive money from these Settlements.

12. If I exclude myself from the Settlements, can I still object?

No. If you exclude yourself, you are no longer a member of the Settlement Class and may not object to any aspect of the Settlements.

OBJECTING TO THE SETTLEMENTS

13. How do I tell the Court if I do not like the Settlements?

If you are a member of the Settlement Class and do not exclude yourself, you can object to any part or any one of the Settlements.

If you are a member of the Settlement Class and do not exclude yourself, you may also object to the Plan of Allocation, Settlement Class Counsel’s request for attorneys’ fees, costs, and expenses, or Service Awards. If you do not provide a written objection in the manner described below, you shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlements, the Plan of Allocation, request for attorneys’ fees, costs, and expenses, or Service Awards.

To object, you must timely file a written objection that includes the following:

- The name of the Action - *In re: RealPage, Inc., Rental Software Antitrust Litigation (II)*, Case No. 3:23-MD-3071;
- The name you used at the time you rented the property(ies);
- The building name of the rental property(ies) (if available), its address, and time period during which you rented from the rental property(ies);
- Proof of membership in the Settlement Class, such as your lease agreement; proof of renter’s insurance; rent renewal letters; a rent ledger from the landlord/portal; official

move-in/move-out statements; payment confirmations from a resident portal; bank statements showing rent payments (with unrelated lines redacted); canceled checks; money order receipts; or other information demonstrating that you rented in the Settlement Class Period, October 18, 2018 through November 21, 2025.

- Description of each objection, including the specific ground(s) for each objection; any applicable legal authority supporting each objection(s); and any documentation or supporting evidence for each objection(s) you wish the Court to consider;
- Your full name, address, email address, and telephone number;
- State whether you have ever objected to another settlement and, if so, please identify the action(s) by case name, case number, and jurisdiction in which you filed an objection;
- A statement indicating whether you intend to speak at the Final Fairness Hearing (either personally or through counsel); and
- A declaration under penalty of perjury that the information provided is true and correct.

You cannot make an objection by telephone or email. You must **file** your written objection with the Clerk of Court by mailing it to the address below no later than 11:59 p.m. on **DATE**. You must also **mail** a copy of your objection to Settlement Class Counsel at the addresses listed below.

<u>COURT</u>	<u>SETTLEMENT CLASS COUNSEL</u>
Office of the Clerk of Court Fred D. Thompson U.S. Courthouse and Federal Building 719 Church Street, Suite 1300 Nashville, TN 37203 ATTN: <i>RealPage</i> , Case No. 3:23-MD-3071	RealPage Antitrust Settlement c/o Patrick J. Coughlin SCOTT+SCOTT ATTORNEYS AT LAW LLP 600 West Broadway, Suite 3300 San Diego, CA 92101 RealPage Antitrust Settlement c/o Stacey Slaughter ROBINS KAPLAN LLP 800 LaSalle Avenue, Suite 2800 Minneapolis, MN 55402 RealPage Antitrust Settlement c/o Swathi Bojedla HAUSFELD LLP 1200 17th St NW, Suite 600 Washington, DC 20036

If you do not timely and validly file your objection(s), your objection(s) will not be considered by the Court or any court on appeal. Any Settlement Class Member who fails to object to the Settlements in the manner described above shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlements at the Fairness Hearing, and shall be foreclosed from seeking any review of the Settlements or the terms of the Settlement Agreements by appeal or other means.

14. What is the difference between objecting and excluding?

Objecting is telling the Court that you don't like something about the Settlements. You can object only if you don't exclude yourself from the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you are ineligible to receive money from the Net Settlement Fund as outlined in **Questions 11 and 12**, above. Objecting does not change your ability to receive money from the Net Settlement Fund as a Settlement Class Member (if the Court approves the Settlements). If you exclude yourself from the Settlement Class, you are not eligible to submit a Claim Form or receive money from the Settlements.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this lawsuit?

The Court has appointed Patrick J. Coughlin of Scott+Scott Attorneys at Law LLP, Stacey Slaughter of Robins Kaplan LLP, and Swathi Bojedla of Hausfeld LLP to represent Plaintiffs and Settlement Class Members. These lawyers are called "Settlement Class Counsel." You will not be personally charged for fees or costs by Settlement Class Counsel. If you have any questions about the Notice or the Action, you can contact Settlement Class Counsel or the Claims Administrator. Their contact information is provided in **Question 13**, above.

You do not need to hire a lawyer because Settlement Class Counsel is working on your behalf.

If you exclude yourself from the Settlement Class, these lawyers will no longer represent you. If you wish to object to the Settlements (including the Plan of Allocation), or any motion for attorneys' fees, reimbursement of costs and expenses, and Service Awards, you will need to proceed on your own or obtain your own lawyer at your own cost for that purpose.

16. How will the lawyers for Plaintiffs and the Settlement Class be paid?

To date, Settlement Class Counsel has not been paid any attorneys' fees or reimbursed for any costs or expenses that Settlement Class Counsel expended to litigate this case. Any attorneys' fees, costs, and expenses will be awarded only as approved by the Court in amounts determined to be fair and reasonable.

Settlement Class Counsel may submit an application or applications to the Court (the "Fee and Expense Application") for: (i) an award of attorneys' fees not in excess of one-third of the Settlement Fund; (ii) reimbursement of expenses and costs incurred in connection with prosecuting the Action; (iii) plus interest on such attorneys' fees, costs, and expenses at the same rate and for the same period as interest earned by the Settlement Fund (until paid) as may be awarded by the Court (the "Fee and Expense Award"). Settlement Class Counsel may also seek a "Service Award", which is a Court-approved monetary award for Plaintiffs paid from the Settlement Fund. The deadline for Settlement Class Counsel to submit their Fee and Expense Application and request for Service Award is **DATE**.

Settlement Class Counsel reserve the right to make additional applications for Court approval of fees, costs, and expenses incurred and reasonable service awards to the extent they are paid out of the Settlement Fund.

Any motions in support of the above requests will be available for viewing on the Settlement Website, www.RealPageRentalSettlement.com, after they are filed.

The Court will consider the Fee and Expense Application and request for Service Award at or after the Fairness Hearing.

THE COURT'S FAIRNESS HEARING

17. When and where will the Court decide whether to approve these Settlements?

The Court will hold a Fairness Hearing on **DATE & TIME** at **LOCATION** to consider whether the Settlements are fair, reasonable, and adequate and should be finally approved. The Court will also decide whether it should give its final approval of the Plan of Allocation, Settlement Class Counsel's request(s) for attorneys' fees, costs and expenses, and service awards to the Settlement Class Representatives. The Court will consider any objections and listen to Settlement Class Members who have asked to speak at the Fairness Hearing.

Important! The time and date of the Fairness Hearing may change without additional notice to the Settlement Class. Please visit www.RealPageRentalSettlement.com to check if there are any updates to the date or time of the Fairness Hearing.

18. Do I have to come to the Fairness Hearing?

No. You do not have to go to the Fairness Hearing, even if you sent the Court an objection. But you can go to the hearing or hire a lawyer to go to the Fairness Hearing if you want to, at your own expense.

19. What if I want to speak at the Fairness Hearing?

You may ask to speak at the Fairness Hearing but are not required to do so even if you filed an objection. To speak, please **file** notice of your intent with the Office of the Clerk of Court no later than **DATE** at **11:59 p.m. EST**. The Office of the Clerk of Court's address is provided in **Question 13**.

Your filed notice must state:

- It is your "Notice of Intention to Appear at Fairness Hearing" in *In re: RealPage, Inc., Rental Software Antitrust Litigation (No. II)*, Case No. 3:23-MD-3071;
- A summary of what you intend to speak about at the Fairness Hearing;
- Include your name, current mailing address, telephone number, email address, and signature.

If you simply wish to attend the Fairness Hearing and not speak, you do not need to submit any information.

IF YOU DO NOTHING

20. What happens if I do nothing?

If you do nothing, and if you fit the Settlement Class description, you will automatically be a Settlement Class Member and will be bound by past and future rulings, including rulings on the Settlements, Released Claims, and Releasees. Unless you file a Claim Form, you will not be eligible to receive money from the Settlements.

GETTING MORE INFORMATION

21. How do I get more information?

This Notice summarizes the Action, the terms of the Settlements, Plan of Allocation, and your rights and options in connection with the Settlements. Copies of this Notice, Plan of Allocation, individual Settlement Agreements and Amendments, and the Proposed Final Judgment between the United States and RealPage in *United States et al. v. RealPage et al.* (currently docketed as ECF No. 1:24-cv-00710 in the Middle District of North Carolina) are available for your review at www.RealPageRentalSettlement.com. The Second Amended Consolidated Class Action Complaint and other documents relating to the Action are also available to you on the Settlement Website. You may also sign up to receive future notifications about the Settlements via the Settlement Website.

You may also contact the Settlement Administrator by phone, email, or mail:

- Call: 1-888-995-4213
- Email: info@RealPageRentalSettlement.com
- Mail: RealPage Rental Software Litigation, Settlement Administrator,
- P.O. Box XX, East Brunswick, NJ 08816-9998

Exhibit E

Your claim must
be submitted
online or
postmarked by:
DATE

**IN RE: REALPAGE, INC., RENTAL SOFTWARE
ANTITRUST LITIGATION (NO. II)**
United States District Court for the Middle District of Tennessee
Case No. 3:23-MD-3071 MDL No. 3071
www.RealPageRentalSettlement.com

PENDING

GENERAL INSTRUCTIONS

This is the Court-authorized Claim Form for the proposed settlements in *In re: RealPage, Inc. Rental Software Antitrust Litigation (No. II)*. Before you submit a claim, please read the eligibility requirements below. Only Settlement Class Members may submit a Claim Form to receive payment from the Settlement Fund.

You may be **ELIGIBLE** if you are a member of the following Settlement Class:

- ✓ All persons and entities in the United States and its territories who paid rent on at least one multifamily residential real estate lease directly to any owner, manager, and/or owner-operator (including to any division, subsidiary, predecessor, agent, or affiliate of any owner, manager, and/or owner-operator) of a property subject to a license for RealPage's Revenue Management Solutions¹ at any time between October 18, 2018, and November 21, 2025.

To confirm whether the property you rented is eligible, review the Eligible Property List on
www.RealPageRentalSettlement.com.

Specifically excluded from this Class are:

Defendants; any entity licensing RealPage's RMS, the officers or directors of any entity licensing RealPage's RMS and any entity in which any entity licensing RealPage's RMS has a controlling interest; any affiliate, legal representative, heir, or assign of any entity licensing RealPage's RMS; federal, state, or local governments; states and their subdivisions, agencies, and instrumentalities; any judicial officer presiding over this Action and the members of his or her immediate family and judicial staff; any juror assigned to this Action, and any Settlement Class Member who submits a valid and timely request for exclusion that is accepted by the Court..

SETTLEMENT BENEFITS

Under these Settlements, the Settling Defendants have agreed to provide a total of \$359,925,000 in cash for the benefit of the Settlement Class as part of a Settlement Fund. The purpose of this Proof of Claim or "Claim Form" is to allow Settlement Class Members to participate in the distribution of the Settlement Fund, after deduction of attorneys' fees, expenses, administration costs, service awards approved by the Court, taxes owed, and other fees and expenses, if any, that are authorized by the Court.

If you live or have lived at an eligible property and wish to participate in the Settlements, complete this form and submit it with any required supporting documentation. You may submit your claim online at www.RealPageRentalSettlement.com (recommended) or by mail. You may also search for your address(es) using the Eligible Property List on the Settlement Website to help confirm that the property you rented is eligible.

You may submit a claim only for the rent that you paid directly. If more than one individual paid rent directly on the property, each person must submit a claim for their portion of the rent.

¹ Lease Rent Options, YieldStar, and AI Revenue Management.

Your claim must
be submitted
online or
postmarked by:
DATE

**IN RE: REALPAGE, INC., RENTAL SOFTWARE
ANTITRUST LITIGATION (NO. II)**
United States District Court for the Middle District of Tennessee
Case No. 3:23-MD-3071 MDL No. 3071
www.RealPageRentalSettlement.com

PENDING

SECTION 1. NAME AND CONTACT INFORMATION

Please provide your name and contact information below. If your contact information changes after you submit your Claim Form, it is your responsibility to notify the Settlement Administrator.

--	--

First Name

Last Name

--

Mailing Address

--	--	--	--

City

State

Zip/Postal Code

Country

--

Email Address

--

Phone Number

If you received an emailed or mailed notice regarding the Settlement, please enter your unique **Notice ID**. This may be found at the top of the email message or above your name on the mailing panel (for postcards)

Notice ID:

--

☐ **NAME CHANGE** – Check this box if your current name has changed (due to marriage, divorce, legal name change, or other reason) and is different from the name(s) you used while renting an eligible property.

If you check this box, you must provide any other names used during the rental period and upload acceptable documentation to support the name change. Examples may include a marriage certificate, divorce decree, court order, updated government ID, or other document that connects your prior name to your current name.

Previous First Name

Previous Last Name

--

--

SECTION 2. SETTLEMENT CLASS MEMBERSHIP

Property Eligibility (Recommended): To confirm eligibility, you may search for your rental property address(es) using the Eligible Property List at www.RealPageRentalSettlement.com to see whether the property you rented is eligible.

Your claim must
be submitted
online or
postmarked by:
DATE

**IN RE: REALPAGE, INC., RENTAL SOFTWARE
ANTITRUST LITIGATION (NO. II)**
United States District Court for the Middle District of Tennessee
Case No. 3:23-MD-3071 MDL No. 3071
www.RealPageRentalSettlement.com

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2A: Did you rent a multifamily² residential apartment in the U.S. or its territories between October 18, 2018 and November 21, 2025? ☐ Yes ☐ No

2B. From October 18, 2018, through November 21, 2025, did you make rent payments directly to any entity identified on the Eligible Property List? ☐ Yes ☐ No

If you answered **Yes** to both questions above, in the space provided below, provide the mailing address for each eligible property where you resided between October 18, 2018, and November 21, 2025 (must be documented).

Please write legibly and include the full street name, unit number (if applicable), city, state, and zip code for each eligible property.

IMPORTANT: For each address listed below, **provide supporting documentation for at least one month and year during the lease period.** The documentation must show that you **paid rent directly** to an owner, manager, or owner-operator of a property on the **Eligible Property List** at any time from October 18, 2018 through November 21, 2025.

This information is required for the Settlement Administrator to identify your corresponding class data record. The Administrator may use that matched record, including the lease term, eligible months, and rent information, to calculate your claim.

Acceptable documentation may include lease agreement(s); proof of renter's insurance; rent renewal letters; a rent ledger from the landlord/portal; official move-in/move-out statements; payment confirmations from a resident portal; bank statements showing rent payments (with unrelated lines redacted); canceled checks; money order receipts; or other information demonstrating that you paid rent at each address that you identify. Please ensure the documentation you provide demonstrates that you paid rent during the Class Period identified above.

Property Street Address (Including Unit Number)	City	State	Zip Code	Lease Start (Month/Year)	Monthly Rent	No. of Months Leased

The Settlement Administrator may request additional documentation to confirm your Settlement Class membership. Failure to provide acceptable supporting documentation may result in the rejection of your claim.

² "Multifamily" means that there is more than one rental unit in the residential apartment building or community.

Your claim must
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online or
postmarked by:
DATE

**IN RE: REALPAGE, INC., RENTAL SOFTWARE
ANTITRUST LITIGATION (NO. II)**
United States District Court for the Middle District of Tennessee
Case No. 3:23-MD-3071 MDL No. 3071
www.RealPageRentalSettlement.com

PENDING

SECTION 3. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are eligible to receive a Settlement payment:

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile number associated with your Venmo account: ____ - ____ - ____

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____ - ____ - ____ or Email Address: _____

☐ **Virtual Prepaid Card** - Enter your email address: _____

☐ **Physical Check** - Payment will be mailed to the address you provided in Section 1 above.

SECTION 4. AFFIRMATION & SIGNATURE

By signing below and submitting this Claim Form, I swear and affirm under penalty of perjury under the laws of the United States that:

(1) The information supplied in this Claim Form and any documents submitted in support of my claim are true and correct to the best of my knowledge.

(2) I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

(3) I am a Settlement Class Member, and I have not opted out of the Settlements.

(4) I understand that I may only submit a claim for rent that I paid directly to an owner, manager, owner-operator, or related entity of the rental property.

(5) I understand that if multiple claims are submitted for the same tenancy period and unit/property, the Settlement Administrator may determine payment eligibility and may divide any payment among submitting household members in a manner consistent with the Court-approved Plan of Allocation.

(6) In the event that amounts from the Settlement Fund are distributed to me, and one or more Settlement Class Members later claim that I did not have authority to claim and/or receive such amounts, I will hold the Settlement Class, Class Counsel, and the Settlement Administrator harmless with respect to any claims made by the Settlement Class Member(s).

Signature

Printed Name

Date

**Your claim must
be submitted
online or
postmarked by:
DATE**

**IN RE: REALPAGE, INC., RENTAL SOFTWARE
ANTITRUST LITIGATION (NO. II)**
United States District Court for the Middle District of Tennessee
Case No. 3:23-MD-3071 MDL No. 3071
www.RealPageRentalSettlement.com

PENDING

SUBMITTING YOUR CLAIM FORM: Please keep a copy of your Claim Form and any supporting materials you submit. **Submitted materials will not be returned.** Copies of documentation submitted in support of your Claim should be clear and legible. Mail your completed Claim Form, including any supporting documentation, to:

**RealPage Rental Software Antitrust Litigation
Settlement Administrator
Attn: Claim Forms
P.O. Box XX
East Brunswick, NJ 08816-9998**

Exhibit F

Your claim must
be submitted
online or
postmarked by:
DATE

**IN RE: REALPAGE, INC., RENTAL SOFTWARE
ANTITRUST LITIGATION (NO. II)**
United States District Court for the Middle District of Tennessee
Case No. 3:23-MD-3071 MDL No. 3071
www.RealPageRentalSettlement.com

PENDING

GENERAL INSTRUCTIONS

This is the Court-authorized Claim Form for the proposed settlements in *In re: RealPage, Inc. Rental Software Antitrust Litigation (No. II)*.

You received a personalized Notice ID because records available to the Settlement Administrator show that you may be a Settlement Class Member.

The Settlement Class consists of all persons and entities in the United States and its territories who paid rent on at least one multifamily residential real estate lease directly to any owner, manager, and/or owner-operator of a property subject to a license for RealPage's Revenue Management Solutions at any time from October 18, 2018, through November 21, 2025.¹

We have connected certain rental information to your Notice ID. Please review it carefully. If everything is correct, you can confirm it and submit your claim without uploading documents. If something is missing or incorrect, you can provide corrections and upload documents for review.

Important Deadline:

Your claim must be submitted by 11:59 p.m. EST on **[DATE]**. If you do not submit this form by the deadline, you may not receive a payment from these Settlements.

Step 1. Log in

Enter the Notice ID and Confirmation Code exactly as they appear on your personalized notice.

Notice ID	Confirmation Code
-----------	-------------------

If you cannot locate your codes, contact the Settlement Administrator. Do not submit a claim using someone else's codes.

¹ "Multifamily residential real estate" means a property with more than one rental unit, such as an apartment building or apartment community. "RealPage's Revenue Management Solutions" refers to Lease Rent Options, YieldStar, and AI Revenue Management.

**Your claim must
be submitted
online or
postmarked by:
DATE**

**IN RE: REALPAGE, INC., RENTAL SOFTWARE
ANTITRUST LITIGATION (NO. II)**
United States District Court for the Middle District of Tennessee
Case No. 3:23-MD-3071 MDL No. 3071
www.RealPageRentalSettlement.com

PENDING

Step 2. Confirm your name and contact information

Please review the name and contact information below. We will use this information to communicate with you and, if your claim is approved, to issue your payment.

First Name	Last Name		
Mailing Address			
City	State	Zip/Postal Code	Country
Email Address	Phone Number		

☐ **Name Change:** My current legal name is different from the name on my notice or rental records.

If checked, provide your current legal name, any prior names used while renting, and documentation that connects them (for example, a marriage certificate, divorce decree, court order, updated government ID, or other document that connects your prior name to your current name).

Name on Notice / Prior Name	Current Legal Name	Reason for Change	Other Names Used While Renting

Step 3. Review the eligible rental information connected to your Notice ID

The table below has been prepopulated with class data and lists the eligible properties where you may have paid rent during the Class Period. Your claim will be calculated using this information unless you tell us that something is incomplete or incorrect and provide supporting documents for review.

Your claim must
be submitted
online or
postmarked by:
DATE

**IN RE: REALPAGE, INC., RENTAL SOFTWARE
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United States District Court for the Middle District of Tennessee
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www.RealPageRentalSettlement.com

PENDING

Property Street Address	City	State	Zip Code	Lease Start (Month/Year)	Monthly Rent	No. of Months Leased

Step 4. Tell us whether the information is correct

- ☐ **I agree.** The prepopulated eligible property and rental-month information is complete and correct to the best of my knowledge. I understand this information will be used to calculate my claim, and I do not need to upload documentation at this time.
- ☐ **I disagree.** Select only if something is missing or incorrect. You will be asked to explain the change and, if necessary, upload documents supporting the correction.

Before selecting “I disagree”:

If you believe that you paid rent at an eligible property that is not listed above, we recommend using the [Eligible Property Search Tool](#) before choosing the “I disagree” option.

Step 4A. Dispute / correction details (to be displayed only if “I Disagree” is selected)

If you believe your residency information indicated above is inaccurate or incomplete, please indicate below each eligible address where you resided during the Class Period. You must upload documentation that demonstrates that you paid rent directly to an entity on the Eligible Property List for that tenancy.

Property Street Address	City	State	Zip Code	Lease Start (Month/Year)	Monthly Rent	No. of Months Leased

**Your claim must
be submitted
online or
postmarked by:
DATE**

**IN RE: REALPAGE, INC., RENTAL SOFTWARE
ANTITRUST LITIGATION (NO. II)**
United States District Court for the Middle District of Tennessee
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PENDING

Acceptable supporting documents may include a lease agreement; proof of renter's insurance; rent renewal letters; a rent ledger from the landlord/portal; official move-in/move-out statements; payment confirmations from a resident portal; bank statements showing rent payments (with unrelated lines redacted); canceled checks; money order receipts; or other information demonstrating that you rented in the Settlement Class Period, October 18, 2018 through November 21, 2025.

This information is required for the Settlement Administrator to identify your corresponding class-data record. The Administrator may use that matched record, including the lease term, eligible months, and rent information, to calculate your claim.

Payment Selection

Choose how you would like to receive payment if your claim is approved. Digital payments should be directed only to an account that belongs to you. The Settlement Administrator may require additional verification for payment changes, address changes, duplicate submissions, reissue requests, or other discrepancies.

- ☐ PayPal - enter your PayPal email address: _____
- ☐ Venmo - enter the mobile number associated with your Venmo account: _____
- ☐ Zelle - enter the mobile number or email associated with your Zelle account: _____
- ☐ Virtual Prepaid Card - enter your email address: _____
- ☐ Physical Check - mailed to the current mailing address confirmed above:

Electronic Affirmation and Signature

By checking the box below, typing my name, and submitting this form, I swear and affirm under penalty of perjury under the laws of the United States that:

- The information supplied in this form and any documents submitted in support of my claim are true and correct to the best of my knowledge.
- I understand that my claim is subject to verification and that I may be asked to provide supplemental information before my claim is considered complete and valid.
- I am a Settlement Class Member, and I have not opted out of the Settlements.
- I understand that I may only submit a claim for rent that I paid directly to an owner, manager, owner-operator, or related entity of the rental property.

**Your claim must
be submitted
online or
postmarked by:
DATE**

**IN RE: REALPAGE, INC., RENTAL SOFTWARE
ANTITRUST LITIGATION (NO. II)**
United States District Court for the Middle District of Tennessee
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PENDING

- I understand that if multiple claims are submitted for the same tenancy period and unit/property, the Settlement Administrator may determine payment eligibility and may divide any payment among submitting household members in a manner consistent with the Court-approved Plan of Allocation.
- In the event that amounts from the Settlement Fund are distributed to me, and one or more Settlement Class Members later claim that I did not have authority to claim or receive such amounts, I will hold the Settlement Class, Class Counsel, and the Settlement Administrator harmless with respect to any such claims made by the Settlement Class Member(s).

☐ I have read and agree to the certification above.

Full Legal Name	Date Submitted (auto-captured)

Upon successful submission of your claim, you will receive a confirmation email with your Claim Number. Please retain your Claim Number for your records.