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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

KIMBERLY BANKS and CAROL
CANTWELL, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

R.C. BIGELOW, INC., a corporation,
Defendant.

CASE NO.: 2:20-cv-06208-SVW
(RAOx)

**PLAINTIFFS' UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 5, 2026
Time: 1:30 p.m.
Place: Courtroom 10A
350 W 1st Street
Los Angeles, CA 90012

1 **PLEASE TAKE NOTICE THAT** on October 5, 2026 at 1:30 p.m., or as
2 soon thereafter as the matter may be heard, in the Courtroom of the Honorable
3 Stephen V. Wilson, of the United States District Court for the Central District of
4 California, located at 350 West 1st Street, Los Angeles, CA. 90012, Courtroom
5 10A, Plaintiffs Kimberly Banks and Carol Cantwell (“Plaintiffs”) will move the
6 Court, pursuant to Fed. R. Civ. P. 23(e), for entry of an Order: (1) preliminarily
7 approving the terms of the proposed Settlement Agreement; (2) provisionally
8 certifying the Class for settlement purposes only; (3) reaffirming Aubry Wand of the
9 Wand Law Firm, P.C. and Todd M. Schneider and Jason H. Kim of Schneider
10 Wallace Cottrell Kim LLP as counsel for the Settlement Class and Plaintiffs as
11 representatives for the Settlement Class; (4) appointing JND Legal Administration
12 as the Settlement Administrator; (5) approving the proposed Notice Plan and
13 authorizing dissemination of notice to the Class; (6) approving the methods of
14 administration of the Settlement and the procedures for Class Members to submit
15 claims, object, or opt out of the Settlement; and (7) scheduling a Final Approval
16 Hearing.

17 This Motion is made following the conference of counsel pursuant to L.R. 7-3
18 which took place on September 1, 2026. Defendant R.C. Bigelow, Inc. does not
19 oppose this Motion.

20 This Motion is based on the accompanying Memorandum of Points and
21 Authorities, and the declarations and evidence and Proposed Order submitted
22 herewith. In addition to relying on these documents and Rule 23 of the Federal
23 Rules of Civil Procedure, Plaintiffs also intend to rely on any further briefing or
24 evidence that may be filed in support of this Motion, as well as any argument or
25 documentary evidence as may be presented at the preliminary approval hearing, and
26 the complete pleadings and files in this action.

27 ///

28 ///

1 DATED: September 3, 2026

Respectfully submitted,

2 **THE WAND LAW FIRM, P.C.**

3
4 By: /s/ Aubry Wand

5 Aubry Wand

6 **SCHNEIDER WALLACE COTTRELL**
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Kimberly Banks and Carol Cantwell (“Plaintiffs”) are pleased to
4 present this Settlement to the Court for preliminary approval. Defendant R.C.
5 Bigelow, Inc. (“Bigelow”) does not oppose this motion. Declaration of Aubry Wand
6 (“Wand Decl.”) ¶ 4.

7 After six years of hard-fought litigation, the Parties have reached a Settlement,
8 which if approved by the Court, will provide for the payment of \$2,548,187 to the
9 Class, which represents the full damages verdict that the jury awarded based on
10 Plaintiffs’ theory that Bigelow falsely and deceptively represented that some of its
11 tea products were “Manufactured in the USA 100% American Family Owned” (the
12 “Challenged Statement”) when the tea and other components were manufactured and
13 sourced from overseas, plus two years of post-judgment interest.¹ As explained
14 below, where a class action settlement is reached post-trial, and it provides full
15 compensation to the Class (as is the case here), there is no doubt that it is fair,
16 reasonable, and adequate, and merits approval under Fed. R. Civ. P. 23(e) and Ninth
17 Circuit law.

18 The Court has already determined that the requirements of Fed. R. Civ. P.
19 23(a) and (b)(3) are satisfied when it certified a litigation class, and because the
20 Settlement Class is materially identical, there are no concerns regarding the propriety
21 of class certification. The Court should also approve the proposed Notice Plan, which
22 is designed to reach over 70 percent of the Settlement Class, and which therefore
23 satisfies due process and all other applicable laws and rules.

24 Accordingly, Plaintiffs respectfully request that the Court grant preliminary
25 approval of the Settlement, provisionally certify the Settlement Class, reaffirm Aubry
26

27 ¹ Unless otherwise indicated, all capitalized terms have the same meaning as those
28 defined in the Settlement Agreement.

1 Wand of The Wand Law Firm, P.C. and Todd M. Schneider and Jason H. Kim of
2 Schneider Wallace Cottrell Kim LLP as Class Counsel and Plaintiffs as Class
3 Representatives, appoint JND Legal Administration (“JND”) as the Settlement
4 Administrator, approve the Notice Plan, authorize dissemination of notice to the
5 Class, approve the methods of administration of the Settlement and the procedures
6 for Class Members to submit claims, object, or opt out of the Settlement, and
7 schedule a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e)(2).

8 **II. RELEVANT PROCEDURAL BACKGROUND²**

9 The Parties engaged in extensive motion practice, during which Plaintiffs,
10 among other things, defeated a motion to dismiss, defeated three *Daubert* motions,
11 certified a litigation class and defeated a motion to decertify the class, defeated
12 summary judgment and prevailed on their own motion for partial summary
13 judgment, and defeated a motion in limine regarding sales data that pertained to
14 proof of classwide damages.

15 In April 2025, Plaintiffs tried their case to a jury, which found Bigelow liable
16 for Plaintiffs’ claims and awarded \$2,360,744 in compensatory damages. ECF No.
17 264. The Court denied Plaintiffs’ motion for an award of prejudgment interest. ECF
18 No. 275. On May 29, 2025, the Court entered judgment in favor of Plaintiffs and the
19 Class, and against Bigelow, in the amount of \$2,360,744, plus post-judgment interest
20 accruing from the date of entry of judgment at the weekly average 1-year constant
21 maturity Treasury yield, as published by the Board of Governors of the Federal
22 Reserve System for the calendar week preceding the date of entry of judgment. ECF
23 No. 276.

24 Bigelow moved for a new trial, but on August 22, 2025, the Court denied this
25 motion. ECF No. 287.

26 _____
27 ² The procedural background is summarized in more detail in the Recitals section of
28 the Settlement Agreement.

1 On September 18, 2025, Bigelow filed a Notice of Appeal. ECF No. 290. On
2 October 6, 2025, the Court stayed this action pending Bigelow's Appeal. ECF No.
3 297. On March 4, 2026, Bigelow filed its opening brief with the Ninth Circuit,
4 appealing the Court's orders: (1) granting summary judgment to Plaintiffs on the
5 falsity and materiality of the Challenged Statement, (2) admitting California retail
6 sales data for the products from IRI, (3) allowing the testimony of Plaintiffs'
7 economics expert, and (4) denying Bigelow's motion for new trial. 9th Cir. ECF No.
8 20. On May 26, 2026, Plaintiffs filed an answering brief. 9th Cir. ECF No. 31.

9 Pursuant to the Parties' stipulation, on July 22, 2026, the Ninth Circuit
10 dismissed Bigelow's Appeal "without prejudice to reinstatement in the event the
11 class action settlement does not receive preliminary or final approval by the district
12 court[.]" 9th Cir. ECF No. 40. On August 4, 2026, the Court lifted the stay that had
13 been in place pending the Appeal. ECF No. 306.

14 **III. SUMMARY OF THE SETTLEMENT TERMS**

15 **A. THE SETTLEMENT CLASS**

16 The Settlement Class is materially identical to the litigation class already
17 certified by the Court and defined as:

18 All natural persons who purchased at least one 18/20 count box of
19 Bigelow Earl Grey Black Tea Caffeine, Green Tea Caffeine, Constant
20 Comment Black Tea Caffeine, Green Lemon Tea Caffeine, Vanilla Chai
21 Black Tea Caffeine, English Tea Time Black Tea Caffeine, Spiced Chai
22 Black Tea Caffeine, French Vanilla Black Tea Caffeine, or Vanilla
23 Caramel Black Tea Caffeine, labeled as "Manufactured in the USA
100% American Family Owned," at a retail store in the state of
California, at any time from October 17, 2017 to July 31, 2023.

24 Excluded from the Settlement Class are: (a) Bigelow and Released Parties, (b)
25 distributors and retailers of the Class Products, (c) the Court and its staff, (d) the
26 Mediator and his staff, (e) counsel of record for the Parties and their immediate
27 family members, and (f) all Persons who timely and properly exclude themselves
28 from the Settlement Class. Wand Decl. ¶ 8, Ex. A ("Settlement Agreement") ¶ 73.

1 **B. THE SETTLEMENT BENEFITS**

2 Under the Settlement, the Class Judgment Amount of \$2,548,187 will be used
3 to pay Settlement Benefits to Claimants. Settlement Agreement ¶ 34. The Class
4 Judgment Amount is comprised of the \$2,360,744 judgment based on the jury's
5 verdict plus \$187,443, which is two years of post-judgment interest at an annual rate
6 of 3.97% (the rate in effect during the week of the jury verdict). *Id.*; *see also*
7 Plaintiffs' Motion for Entry of Judgment (ECF No. 271-1) (noting 3.97% per annum
8 interest rate for judgments entered during the week of April 7-13, 2025).³

9 Each Settlement Class Member who submits a timely and valid Claim Form
10 will receive a monetary payment to be paid from the Class Judgment Amount as
11 follows:

- 12 • **Option A—Without Proof of Purchase.** Each Claimant who does not
13 submit sufficient Proof of Purchase, or no Proof of Purchase at all, but
14 who submits an attestation of his/her purchase of Class Product(s) under
15 penalty of perjury, may claim \$0.50 per Class Product purchased, up to
16 a maximum recovery of \$10.
- 17 • **Option B—With Proof of Purchase.** Each Claimant who submits
18 sufficient Proof of Purchase, and who submits an attestation of his/her
19 purchase of Class Product(s) under penalty of perjury, may claim \$0.50
20 per Class Product, up to a maximum recovery of \$20.

21 Settlement Agreement ¶ 78(a)-(b).

22 Settlement Benefits shall be adjusted on a pro rata basis depending on the total
23 aggregate dollar value of all valid and timely Claims submitted as follows:

- 24 • **Pro Rata Decrease.** If the aggregate monetary value of all valid and
25 timely Claims submitted by Class Members exceeds the Class Judgment

26 ³ May 29, 2027 is two years from the date the Court entered judgment. As set forth in
27 the proposed implementation schedule (on pages 19-20), Plaintiffs estimate that
28 Settlement Benefits could likely be distributed to the Settlement Class in mid-2027.

Amount, then each Class Member's Settlement Benefit shall be reduced on a pro rata basis, based on the number of qualifying purchases.

- **Pro Rata Increase.** If the aggregate monetary value of all valid and timely Claims submitted by Class Members is less than the Class Judgment Amount, then each Class Member's Settlement Benefit shall be increased on a pro rata basis, based on the number of qualifying purchases, up to a maximum of \$20 for Option A Claimants, and up to a maximum of \$40 for Option B Claimants.

Settlement Agreement ¶ 79(a)-(b).

C. DISTRIBUTION OF SETTLEMENT BENEFITS

Settlement Benefits to Claimants shall be in the form of cash via (a) paper checks or (b) electronic payment via Zelle, PayPal, or Venmo, as selected by the Claimant when completing the Claim Form. *Id.* ¶ 80. Paper checks and PayPal are the only methods of payment that require Claimants to take action to receive custody of the funds. Claimants who have elected to receive paper checks shall have 90 calendar days from issuance to negotiate the check. Claimants who have elected to receive their Settlement Benefits through PayPal must accept the funds within 30 calendar days per PayPal's procedures, and any remaining funds are considered Unclaimed Settlement Benefits. *Id.* ¶¶ 77, 80(d).

Unclaimed Settlement Benefits will be paid to Feeding America, the designated *Cy Pres* Recipient, as a second distribution would be cost prohibitive. Declaration of Gina Intrepido-Bowden ("Intrepido-Bowden Decl.") ¶ 43. Feeding America is a 501(c)(3) non-profit organization that advocates against hunger. Settlement Agreement ¶ 40. Thus, it is an appropriate *cy pres* recipient. *Nachshin v. AOL, LLC*, 663 F.3d 1034, 1039 (9th Cir. 2011) (holding that *cy pres* distribution must be guided by the objectives of the underlying statute and the interests of the silent class members); *In re VNGR Beverage, LLC Litig.*, No. 24-CV-03229-HSG, 2025 WL 1489714, at *6 (N.D. Cal. Nov. 23, 2025) ("The Court preliminarily finds

1 that Feeding America shares the interests of the Settlement Class Members, who
2 purchased products marketed as healthy, in promoting accurate nutrition and health
3 information to the public.”). Consumer Federation of California (“CFC”) is
4 designated as a backup recipient. Settlement Agreement ¶ 40. CFC is a 501(c)(3)
5 non-profit organization that advocates on behalf of California consumers, and it has
6 earmarked any funds to further this cause. Declaration of Robert Herrell ¶ 6 (ECF
7 No. 288-9). Neither the Parties nor their counsel are involved in the governance or
8 work of Feeding America or CFC. Settlement Agreement ¶ 40.

9 **D. RELEASE OF SETTLEMENT CLASS MEMBERS’ CLAIMS**

10 Upon the Effective Date of the Settlement, Plaintiffs and all Settlement Class
11 Members who do not submit a valid and timely Request for Exclusion shall release
12 the following claims against Bigelow and the other Released Parties:

13 Any claim, cross-claim, liability, right, demand, suit, matter, obligation,
14 damage, restitution, disgorgement, loss or cost, attorneys’ fee, cost or
15 expense, action or cause of action, of every kind and description that the
16 Releasing Parties have or had, including assigned claims, whether in
17 arbitration, administrative, or judicial proceedings, whether as individual
18 claims or as claims asserted on a class basis or on behalf of the general
19 public against any of the Released Parties that are based on, arise out of,
20 or relate to the allegations or claims in the Action that the Class Products
21 were falsely or deceptively advertised as Manufactured in the USA.

22 *Id.* ¶ 66.

23 **IV. THE COURT SHOULD GRANT PRELIMINARILY APPROVAL**

24 There is a “strong judicial policy that favors settlements, particularly where
25 complex class action litigation is concerned.” *Class Plaintiffs v. City of Seattle*, 955
26 F.2d 1268, 1276 (9th Cir. 1992). Whether a settlement is ultimately granted final
27 approval is determined at the final fairness stage in accordance with *Churchill Vill.,*
28 *L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004), which enumerates eight
factors for the Court to consider in assessing the fairness of a settlement under Rule
23(e). “Although the Ninth Circuit has not specified what standard should apply at

1 the preliminary approval stage, ‘district courts often state or imply that scrutiny
2 should be more lax.’” *O’Connor v. Uber Technologies, Inc.*, 201 F.Supp.3d 1110,
3 1122 (2016). Under this standard, courts examine whether the settlement “falls
4 within the range of possible approval,” considering whether the settlement is the
5 product of non-collusive negotiations, has no obvious deficiencies, and does not
6 improperly grant preferential treatment to class representatives or segments of the
7 class. *Id.* However, given practical considerations, such as the cost of providing
8 notice, some courts apply a more exacting standard at the preliminary approval stage.
9 *See, e.g., Cotter v. Lyft*, 193 F.Supp.3d 1030, 1037 (N.D. Cal. June 23, 2016).

10 This Court, in granting preliminary approval, has assessed “whether it is likely
11 that the proposed settlement is fair, reasonable, and adequate” by analyzing the Rule
12 23(e) factors. *Lillien v. Olaplex Holdings, Inc.*, No. 2:22-cv-08395-SVW, 2025 WL
13 3050229, at *3 (C.D. Cal. Aug. 8, 2025) (Wilson, J.). Preliminary approval of the
14 Settlement is appropriate under the more exacting final approval standard because it
15 is fair, reasonable, and adequate under the Federal Rule of Civil Procedure 23(e) and
16 Ninth Circuit case law.

17 Under this framework, the Settlement is procedurally fair because it was
18 negotiated after extensive motion practice and trial (i.e., it is based on sufficient
19 information) by experienced counsel with the assistance of a respected mediator, and
20 it is substantively fair because it provides full compensation to the Class (i.e., there is
21 no risk adjustment despite Bigelow’s Appeal). In any event, Plaintiffs explain in
22 detail below why the Rule 23(e) factors and the *Churchill* factors are satisfied.

23 **A. PROCEDURAL FAIRNESS—RULE 23(E)(2)(A)**

24 Under Rule 23(e)(2)(A), the Court should consider whether “the class
25 representatives and class counsel have adequately represented the class.” In granting
26 class certification, the Court concluded that the adequacy requirement was satisfied.
27 ECF No. 83 (“Class Cert Order”) at 6. This remains true, as Plaintiffs and Class
28 Counsel continued to diligently represent the Class since they obtained class

1 certification, by prevailing at summary judgment and trial, responding to Bigelow’s
2 Appeal, and negotiating this Settlement. They will continue to zealously represent
3 the Class through final resolution of this Action.

4 **B. PROCEDURAL FAIRNESS—RULE 23(E)(2)(B)**

5 Under Rule 23(e)(2)(B), the Court should consider whether “the [proposed
6 settlement] was negotiated at arm’s length.” As discussed below, this “procedural”
7 factor weighs in support of preliminary approval.

8 **1. This Settlement Was Negotiated Based on Sufficient**
9 **Information**

10 This Action was heavily litigated for over six years before this Settlement was
11 reached. The Parties completed considerable discovery, including multiple rounds of
12 written discovery, review of tens of thousands of pages of documents, and the
13 completion of 14 depositions—including fact, expert, Rule 30(b)(6), and third-party
14 witness depositions. Both sides retained expert witnesses in the fields of statistics,
15 economics, and consumer surveys. Thus, Plaintiffs and Class Counsel were well-
16 apprised of the salient legal and factual issues before deciding to settle this matter.
17 Wand Decl. ¶ 9; *Louie v. Kaiser Found. Health Plan, Inc.*, No. 08-cv-0795, 2008
18 WL 4473183, at *6 (S.D. Cal. Oct. 6, 2008) (“Class counsels’ extensive
19 investigation, discovery, and research weighs in favor of preliminary settlement
20 approval.”); *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 527
21 (C.D. Cal. 2004) (“A court is more likely to approve a settlement if most of the
22 discovery is completed because it suggests that the parties arrived at a compromise
23 based on a full understanding of the legal and factual issues surrounding the case.”)
24 (quotation omitted).

25 ///

26 ///

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28 ///

1 **2. This Settlement Was Negotiated at Arm’s-Length with the**
2 **Assistance of an Experienced Mediator**

3 This Settlement was also the product of prolonged negotiations with three
4 different mediators at various stages in the litigation.

5 The Parties first participated in a court-sponsored mediation session with Kim
6 Zeldin on October 3, 2022. This mediation was unsuccessful. Wand Decl. ¶ 5. Next,
7 on December 12, 2023, after the Court certified a litigation class, the Parties
8 participated in a mediation session with Judge Morton Denlow (Ret.) of JAMS. This
9 second mediation session was also unsuccessful. *Id.* ¶ 6. Then, on July 14, 2025,
10 after the jury’s verdict, the Parties participated in a third mediation session with Jed
11 D. Melnick, Esq. of JAMS (“the Mediator”). The Parties did not reach settlement at
12 the conclusion of this mediation, and they continued to litigate the case—which
13 involved briefing post-trial motions and an Appeal before the Ninth Circuit—before
14 the Parties accepted a Mediator’s proposal on June 9, 2026. *Id.* ¶ 8. In short, the
15 arm’s-length, prolonged, and adversarial settlement negotiations support preliminary
16 approval. *Adams v. Inter-Con Sec. Sys. Inc.*, No. C-06-5428 MHP, 2007 WL
17 3225466, at *3 (N.D. Cal. Oct. 30, 2007) (“The assistance of an experienced
18 mediator in the settlement process confirms that the settlement is non-collusive.”).

19 **C. SUBSTANTIVE FAIRNESS—RULE 23(E)(2)(C)**

20 Rule 23(e)(2)(C) “focus[es] on what might be called a ‘substantive’ review of
21 the terms of the proposed settlement.” Adv. Cmte. Note R. 23 to 2018 Amendment.
22 In determining whether “the relief provided for the class is adequate,” the Court
23 should consider “(i) the costs, risks, and delay of trial and appeal; (ii) the
24 effectiveness of any proposed method of distributing relief to the class, including the
25 method of processing class member claims; (iii) the terms of any proposed award of
26 attorney’s fees, including timing of payment; and (iv) any agreement required to be
27 identified under Rule 23(e)(3).” Fed. R. Civ. P. 23(e)(2)(C). As discussed below,
28 each of these substantive considerations are satisfied.

1 **1. The Costs, Risks, and Delay of Trial**

2 Consistent with Fed. R. Civ. P. 23(e)(2)(C)(i), courts in this circuit evaluate
3 “the strength of the plaintiffs’ case; the risk, expense, complexity, and likely duration
4 of further litigation; [and] the risk of maintaining class action status throughout the
5 trial[.]” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998), *overruled on*
6 *other grounds by Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 338 (2011). Thus,
7 the recovery obtained for the Settlement Class should be balanced against the time,
8 expense, and risk associated with extensive litigation and trial. Generally, the
9 principal risks to be assessed are the difficulties and complexities of proving liability
10 and damages. *Class Plaintiffs*, 955 F.2d at 1292 (approving settlement based on
11 uncertainty of claims and avoidance of summary judgment).

12 In a rarity, this case proceeded through trial on a classwide basis. Thus, there is
13 no need to weigh a hypothetical and speculative recovery against attendant risks. The
14 Settlement will distribute the full judgment amount plus two years of post-judgment
15 interest to the Class, despite the risks of Bigelow’s Appeal, which raised several
16 issues that could result in reversal of the judgment, a new trial, or imperil the Class’s
17 ability to recover any compensation. Settlement Agreement ¶ 14 (listing issues on
18 Appeal). In light of this risk, obtaining full compensation to the Class is a remarkable
19 result. Put differently, the alternative to this Settlement would be continued litigation,
20 which in Plaintiffs’ best-case scenario (i.e., final appellate affirmation of the
21 Judgment), would place the Class in the same position—only payment would be
22 delayed by years—during which time various contingent risks could jeopardize a
23 recovery to the Class.

24 Accordingly, courts recognize that guaranteed payment in an expeditious
25 manner weighs in favor of approval. *See, e.g., Officers for Justice v. Civil Serv.*
26 *Comm’n of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982, cert denied, 495 U.S.
27 1217 (1983) (approving settlement based in part on the possibility that a judgment
28 after a trial, when discounted, might not reward class members for their patience and

1 the likely delay reflected in the “track record” for large class actions); *Schaffer v.*
2 *Litton Loan Servicing, LP*, 2012 WL10274679, at *11 (C.D. Cal. Nov. 13, 2012)
3 (“Estimates of a fair settlement figure are tempered by factors such as the risk of
4 losing at trial, the expense of litigating the case, and the expected delay in recovery
5 (often measured in years).”); *Vathana v. Everbank*, No. 09-CV-02338-RS, 2016 WL
6 3951334, at *2 (N.D. Cal. July 20, 2016) (“All in all, the risk at trial would have
7 been great, and while the total recovery for some plaintiffs may seem modest, it is far
8 better than \$0 that might have resulted.”).

9 This is true even for settlements that recover only a fraction of the value of the
10 case. *See, e.g., Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th Cir. 1998)
11 (“[t]he fact that a proposed settlement may only amount to a fraction of the potential
12 recovery does not, in and of itself, mean that the proposed settlement is grossly
13 inadequate and should be disapproved”); *Hopson v. Hanesbrands Inc.*, No. CV–08–
14 0844 EDL, 2009 WL 928133, *8 (N.D. Cal. Apr. 3, 2009) (“The settlement ...
15 represents less than two percent of that amount,” but “may be justifiable ... given ...
16 significant defenses that increase the risks of litigation.”); *In re Toys R Us–Del.,*
17 *Inc.– Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D. 438,
18 453–54 (C.D. Cal.2014) (granting final approval of a settlement providing for
19 payment reflecting 3% of possible recovery).

20 In sum, when the risks of further litigation, the uncertainties of Bigelow’s
21 Appeal, and the inherent delay in any payments to the Class, are balanced against the
22 significant compensation that is guaranteed to be paid to the Class in a timely
23 manner, the Settlement is fair, adequate, and reasonable. Wand Decl. ¶ 10.

24 **2. Effectiveness of the Proposed Distribution Method**

25 Under Rule 23(e)(2)(C)(ii), the Court should consider “the effectiveness of
26 [the] proposed method of distributing relief to the class.” Here, Settlement Class
27 Members who seek benefits under the Settlement need only submit a Claim Form
28 with basic questions about class membership and their purchases of Class Products.

1 Settlement Agreement ¶ 30, Exs. 1-2. This procedure is claimant-friendly, efficient,
2 proportional, and reasonable. *In re Toyota Motor Corp. Unintended Acceleration*
3 *Mktg., Sales Pracs., & Prod. Liab. Litig.*, No. ML 10-2151 JVS, 2013 WL 3224585,
4 at *18 (C.D. Cal. June 17, 2013) (requiring class members to download, complete,
5 sign, and submit a claim form is reasonable).

6 **3. Terms of Attorneys' Fees**

7 Under Rule 23(e)(2)(C)(iii), the Court should consider “the terms of any
8 proposed award of attorney’s fees, including timing of payment.” On April 22, 2025,
9 shortly after the jury rendered its verdict, Plaintiffs filed a Motion for Attorneys’
10 Fees and Costs and Service Awards (“Fee Application”), in which they sought
11 \$4,662,724.80 in attorneys’ fees, \$537,155.37 in costs, \$30,000 to each Plaintiff as
12 Class Representative Service Awards, and \$551,605.90 to JND for notice and
13 administration costs.⁴ ECF No. 270-1. As explained therein, the requested fees
14 reasonably represented Class Counsel’s lodestar, at the time, with a 1.2 multiplier.

15 Now, even though Class Counsel’s lodestar has increased considerably since
16 then, Plaintiffs are seeking reduced fees of \$2,746,451, which represents a substantial
17 implied negative multiplier on their lodestar. In other words, the requested attorneys’
18 fees are being reduced by nearly \$2 million so as to guarantee full compensation to
19 the Class through this Settlement. Plaintiffs are also seeking reimbursement of out-
20 of-pocket costs of \$653,756 and Class Representative Service Awards of \$25,000 to
21 each Plaintiff. Settlement Agreement ¶¶ 38, 46.

22 At least 35 days before the deadline for Class Members to object or opt-out of
23 the Settlement, Plaintiffs will file a supplemental brief or a renewed motion in
24 support of their Fee Application. Settlement Agreement ¶ 106; *In re Mercury*
25 *Interactive Corp. Sec. Litig.*, 618 F.3d 988, 933 (9th Cir. 2010). Lastly, any Fee

26 ⁴ Plaintiffs’ original Fee Application has been posted to the case website since it was
27 filed in April 2025. The Court vacated the hearing date due to Bigelow’s Appeal.
28 ECF No. 297.

Award will be paid when Settlement Benefits are distributed to Claimants, (Settlement Agreement ¶¶ 81, 109), so there are no issues with respect to the timing of payment.

4. Additional Agreements

Rule 23(e)(2)(C)(iv) concerns identification of any additional agreements. There are no agreements between the Parties other than the Settlement Agreement. Wand Decl. ¶ 8.

D. SUBSTANTIVE FAIRNESS—RULE 23(E)(2)(D)

The Court should also consider whether “the [settlement] proposal treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D). This factor is intended to ensure that a proposed settlement does not include “inequitable treatment of some Class Members vis-a-vis others.” Adv. Cmte. Note R. 23 to 2018 Amendment. Here, the Settlement provides equal relief to all Class Members, as each Claimant will be eligible to recover \$0.50 per qualifying purchase, up to a maximum payment of \$10 or \$20, depending on whether they have proof of purchase. *Graves v. United Indus. Corp.*, No. 2:17-cv-06983-CAS-SKx, 2020 WL 953210, at *9 (C.D. Cal. Feb. 24, 2020) (finding that “apportionment of relief among Class Members treats class members equitably” when each valid claim will be paid approximately \$6.86). The Settlement also contemplates Class Representative Service Awards of \$25,000 to each Plaintiff, (Settlement Agreement ¶ 38), which are “fairly typical in class action cases,” *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009) (cleaned up), and as explained in Plaintiffs’ Fee Application, the amount of the service awards is reasonable given Plaintiffs’ diligence in representing the Class, which included attending and testifying at a five-day jury trial. Thus, Fed. R. Civ. P. 23(e)(2)(D) is satisfied.

E. THE ADDITIONAL *CHURCHILL* FACTORS SUPPORT APPROVAL OR ARE INAPPLICABLE AT PRELIMINARY APPROVAL

The additional *Churchill* factors include Class Counsel’s experiences and

1 views, the presence of a governmental participant, and the reaction of the class to the
2 settlement. *Churchill Vill., L.L.C.*, 361 F.3d at 575.

3 Class Counsel is experienced in litigating consumer class actions, has a
4 nuanced understanding of the factual and legal issues involved in this case, and
5 endorses the Settlement as fair, adequate, and reasonable. Wand Decl. ¶¶ 10-24.
6 These views weigh in favor of preliminary approval. *In re Omnivision Technologies,*
7 *Inc.*, 559 F.Supp.2d 1036, 1043 (N.D. Cal. 2007) (“The recommendations of
8 plaintiffs’ counsel should be given a presumption of reasonableness.”) (quotation
9 omitted).

10 After receiving Notice, Class members will have the right to submit claims or
11 object or exclude themselves from the Settlement. Notice will also be provided to the
12 appropriate State and Federal officials, in compliance with 28 U.S.C. § 1715(b).
13 Settlement Agreement ¶ 93(f). The Class’s response and that of any governmental
14 agencies will be known before the Final Approval Hearing. Thus, the Court should
15 address these considerations at the final approval stage.

16 **V. THE COURT SHOULD CERTIFY THE SETTLEMENT CLASS**

17 The Court previously found that the Rule 23 requirements were satisfied when
18 it certified the litigation class, and it reaffirmed this determination when it denied
19 Bigelow’s motion to decertify the class. There is no reason for the Court to deviate
20 from its prior findings because the Settlement Class is the same as the previously
21 certified litigation class and Bigelow consents to class certification. Even when there
22 are differences, it is appropriate for courts to rely on their prior class certification
23 determination. *See, e.g., Kumar v. Salov N. Am. Corp.*, No. 14-CV-2411-YGR, 2017
24 WL 2902898, at *4 (N.D. Cal. July 7, 2017), appeal dismissed, No. 17-16621, 2017
25 WL 5502713 (9th Cir. Sept. 21, 2017), and *aff’d*, 737 F. App’x 341 (9th Cir. 2018)
26 (certifying broader nationwide settlement class than California litigation class
27 because the “settlement agreement was negotiated after the Court heard and decided
28 the class certification motion. The Court already undertook a thorough analysis of the

evidence and claims in the context of the class certification motion.”). In any event, the proposed Settlement Class satisfies the Rule 23 requirements.

A. THE RULE 23(A) REQUIREMENTS ARE SATISFIED

Rule 23(a) enumerates four prerequisites for class certification: (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy. Fed. R. Civ. P. 23(a). Each of these requirements is satisfied.

1. Numerosity

A class must be so numerous that joinder of all members individually is “impracticable.” Fed. R. Civ. P. 23(a)(1). The Court has already found that the numerosity requirement is satisfied. Class Cert Order at 3.

2. The Commonality Requirement is Satisfied

Rule 23(a)(2) requires that there are “questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). Commonality is met when a plaintiff’s claims “depend on a common contention” that is “capable of classwide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). Rule 23(a)(2) only requires that there be at least one issue of law or fact common to the class. *Rodriguez v. Hayes*, 591 F.3d 1105, 1122 (9th Cir. 2010). There are several common questions of law or fact in this case, including whether the Challenged Statement is false/deceptive and material to the reasonable consumer. The Court has already found that commonality requirement is satisfied, (Class Cert Order at 3, 17), and this determination applies equally to the Settlement Class. Thus, the commonality requirement is satisfied.

3. The Typicality Requirement is Satisfied

Rule 23(a)(3) requires that “the claims and defenses of the representative parties are typical of the claims or defenses of the class.” Fed. R. Civ. P. 23(a)(3). “Typicality does not mean that the claims of the class representatives must be identical or substantially identical to those of absent class members.” *Staton*, 327

1 F.3d at 957. Rather, they only need to be “reasonably co-extensive with those of
2 absent class members.” *Hanlon*, 150 F.3d at 1020. Here, the issues of deception,
3 materiality, and injury pertaining to all Class members parallel those of Plaintiffs.
4 Again, the Court has already determined that the typicality requirement is satisfied as
5 to the litigation class, (Class Cert Order at 3), and the same holds true for the
6 proposed Settlement Class. Thus, the typicality requirement is satisfied.

7 **4. The Adequacy Requirement is Satisfied**

8 A class representative must be able to “fairly and adequately” protect the
9 interests of all members in the class. Fed. R. Civ. P. 23(a)(4). Adequacy is a two-part
10 test: “(1) do the named plaintiffs and their counsel have any conflicts of interest with
11 other class members and (2) will the named plaintiffs and their counsel prosecute the
12 action vigorously on behalf of the class?” *Ellis*, 657 F.3d at 985 (quotations omitted).
13 Both criteria are satisfied here. The interests of Plaintiffs and Class Members are
14 aligned, there are no conflicts of interest, and Plaintiffs have played an active role in
15 this litigation. Class Counsel is also “adequate” because they have extensive
16 experience in class action litigation, have diligently litigated this case, and they will
17 continue to do so through the settlement approval process. Accordingly, the Court
18 should reaffirm its finding on adequacy. Class Cert Order at 5.

19 **B. THE REQUIREMENTS OF RULE 23(B)(3) ARE SATISFIED**

20 “To qualify for certification under [Rule 23(b)(3)], a class must satisfy two
21 conditions in addition to the Rule 23(a) prerequisites: common questions must
22 ‘predominate over any questions affecting only individual members,’ and class
23 resolution must be ‘superior to other available methods for the fair and efficient
24 adjudication of the controversy.’” *Hanlon*, 150 F.3d at 1022 (quoting Fed. R. Civ. P.
25 23(b)(3)). Both conditions are met here.

26 **1. Common Questions Predominate Over Individual Issues**

27 The central and predominant question as to Plaintiffs’ CLRA claim is whether
28 Bigelow’s packaging was materially misleading to the Class. This determination is

1 not made with regard to each class member, but under a single, objective, reasonable
2 consumer standard. *Williams*, 552 F.3d at 938. “This objective test renders claims
3 under the UCL, FAL, and CLRA ideal for class certification because they will not
4 require the court to investigate class members’ individual interaction with the
5 product.” *Tait v. BSH Home*, No. CV 10–0711 DOC (ANx), 2012 WL 6699247, at
6 *12 (C.D. Cal. Dec. 20, 2012) (citations omitted). The Court has already found that
7 reliance, materiality, and damages can be proven on a classwide basis in determining
8 that the predominance requirement was satisfied. Class Cert Order at 12-17. This
9 remains true for the proposed Settlement Class.

10 **2. Superiority**

11 A class action is superior to other methods of litigation where, as here,
12 “classwide litigation of common issues will reduce litigation costs and promote
13 greater efficiency” and “no realistic alternative [to classwide treatment] exists.”
14 *Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227, 1234-1235 (9th Cir. 1996). In
15 considering whether a class action is superior, the Court must focus on whether
16 “efficiency and economy” would be advanced by class treatment. *Zinser v. Accufix*
17 *Research Inst. Inc. Corp.*, 253 F.3d 1180, 1190 (9th Cir. 2001). Here, concentrating
18 the adjudication of claims into a single proceeding is desirable because individual
19 claims could only be brought by claimants unlikely to be able to afford to pursue
20 them or who lack sufficient knowledge of their rights. Indeed, the Court has already
21 made this finding. Class Cert Order at 8. Accordingly, certification of the Settlement
22 Class is superior to any other method of resolution.

23 **VI. THE COURT SHOULD APPROVE THE CLASS NOTICE PLAN**

24 **A. THE SETTLEMENT ADMINISTRATOR**

25 The Parties have selected JND to provide Class notice and otherwise
26 administer the Settlement. Settlement Agreement ¶ 71. The Court previously
27 authorized JND to provide notice to the certified litigation classes of this action and
28 JND successfully completed that notice consistent with the Court’s order. Total costs

1 for JND to provide notice and administer the settlement are currently estimated to be
2 \$427,605.90 and they shall not exceed \$501,605.90, unless otherwise agreed to by
3 the Parties for good cause and expressly approved by the Court. Settlement
4 Agreement ¶ 117; Intrepido-Bowden Decl. ¶¶ 3, 44. Given the robust notice plan
5 proposed by JND, these costs are well justified to ensure that adequate notice is
6 given to the Class and that payments are properly distributed.

7 **B. THE METHOD OF PROVIDING NOTICE TO THE CLASS**

8 Adequate notice is critical to court approval of a class settlement under Rule
9 23(e). *Hanlon*, 150 F.3d at 1025. The proposed Notice Plan will consist of four
10 components; (1) direct email notice, (2) print publication notice, (3) internet and
11 social media notice (internet banner and search response advertisements are attached
12 to the Intrepido-Bowden Declaration as Exhibits B and C), and (4) notice via the
13 settlement website. Together, this Notice Plan is reasonably calculated to reach at
14 least 70 percent of the Class. Intrepido-Bowden Decl. ¶ 13. In short, the proposed
15 Notice Plan is the best practicable method of providing notice under the
16 circumstances. *Id.* ¶ 45; *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12
17 (1985) (“The notice must be the best practicable, reasonably calculated, under all the
18 circumstances, to apprise interested parties of the pendency of the action and afford
19 them an opportunity to present their objections.” (internal citations and quotations
20 omitted)).

21 **C. CLASS NOTICE DOCUMENTS**

22 In the Ninth Circuit, notice is satisfactory if it “generally describes the terms of
23 the settlement in sufficient detail to alert those with adverse viewpoints to investigate
24 and to come forward and be heard.” *Churchill Vill., L.L.C. v. GE*, 361 F.3d at 575
25 (citation omitted). The Class Notice documents consist of a Summary Notice, Direct
26 Notice, and Long Form Notice. The Summary Notice (which will be printed in the
27 *Los Angeles Daily News*) and Direct Notice (which will be sent to all persons for
28 whom Bigelow previously provided email addresses) provide a basic description of

1 the case, a summary of the process and deadlines for submitting claims, requests for
2 exclusion, and objections, and directions to the Settlement Website, where more
3 information can be obtained. Settlement Agreement ¶¶ 43, 76, Exs. 3 and 6.

4 The Long Form Notice provides more detailed information about the
5 Settlement, including (1) basic background information about the lawsuit; (2) a
6 description of the benefits provided by the Settlement and an explanation of how
7 Class Members can obtain them; (3) an explanation of how Class Members can
8 exercise their right to request exclusion from or object to the settlement; (4) an
9 explanation that any claims against Bigelow that could have been litigated in this
10 action will be released if the Class Member does not request exclusion from the
11 Settlement; (5) information regarding Class Counsel's Fee Application; (6)
12 instructions on how to access the case docket; (7) the Final Approval hearing date
13 (subject to change); (8) an explanation of eligibility for appearing at the Final
14 Approval hearing; and (9) Class Counsel's contact information. Settlement
15 Agreement ¶ 52, Ex. 4.

16 These notice documents are written in simple, straightforward language,
17 adequately apprise Class Members of the material terms of this Settlement, and will
18 enable them to make an informed decision about how they wish to proceed under the
19 Settlement.

20 **VII. CONCLUSION**

21 For the foregoing reasons, Plaintiffs respectfully request that the Court grant
22 this Motion. Assuming a preliminary approval order is issued on October 5, 2026,
23 Plaintiffs propose that the Court adopt the implementation dates set forth in the
24 following chart. A proposed preliminary approval order that contains this chart (with
25 blank dates) is being submitted concurrently with this Motion.

26
27
28

Event	Date
Deadline to commence Notice to the Class	Monday, 10/26/2026 (21 days after preliminary approval)
Completion of Notice Plan	Monday, 12/7/2026 (6 weeks after Notice commences)
Deadline to File Fee Application	Wednesday, 12/2/2026 (35 days before Objection/Exclusion Deadline)
Objection/Exclusion Deadline	Wednesday, 1/6/2027 (30 days after Notice Plan is completed)
Claim Deadline	Friday, 2/5/2027 (60 days after Notice Plan is completed)
Deadline to Complete Claim/Fraud Review	Sunday, 3/7/2027 (30 days after Claim Deadline)
Deadline to File Motion for Final Approval	Monday, 3/15/2027 (28 days before Final Approval Hearing)
Deadline to File declaration from the Settlement Administrator attesting to its final costs / Deadline to Respond to Any Objections	Monday, 4/5/2027 (7 days before Final Approval Hearing)
Hearing on Motion for Final Approval	Monday, 4/12/2027 at 1:30 p.m. (28 days after filing of Motion for Final Approval)

DATED: September 3, 2026

Respectfully submitted,

THE WAND LAW FIRM, P.C.

By: /s/ Aubry Wand
Aubry Wand

**SCHNEIDER WALLACE
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Attorneys for Plaintiffs and the Class

The undersigned, counsel of record for Plaintiffs, certifies that this brief contains 6,176 words, which complies with the word limit of L.R. 11-6.1.

DATED: September 3, 2026

THE WAND LAW FIRM, P.C.

By: /s/ Aubry Wand

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

KIMBERLY BANKS and CAROL
CANTWELL, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

R.C. BIGELOW, INC., a corporation,
Defendant.

CASE NO.: 2:20-cv-06208-SVW (RAOx)

**DECLARATION OF AUBRY WAND
IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

DECLARATION OF AUBRY WAND

1
2 1. I am an attorney at law, licensed to practice in the state of California.
3 My firm serves as co-counsel of record for Plaintiffs and the Class in the above-
4 captioned action.

5 2. I make this declaration based on personal knowledge. If called as a
6 witness, I could and would readily and competently testify to all matters stated
7 within.

8 3. I make this declaration in support of Plaintiffs' Unopposed Motion for
9 Preliminary Approval of Class Action Settlement.

10 **Pre-Filing Meet and Confer**

11 4. Consistent with Civil Local Rule 7-3, prior to filing this Motion, I met
12 and conferred with counsel for Defendant R.C. Bigelow, Inc. ("Bigelow"). Bigelow
13 does not oppose this Motion.

14 **Settlement Negotiations and Execution of Settlement Agreement**

15 5. On October 3, 2022, the Parties participated in a court-sponsored
16 mediation session with Kim Zeldin. The Parties did not reach settlement at the
17 conclusion of this mediation.

18 6. On December 12, 2023, after the Court certified a litigation class, the
19 Parties participated in a second mediation session with Judge Morton Denlow (Ret.)
20 of JAMS. The Parties did not reach settlement at the conclusion of this mediation.

21 7. On July 14, 2025, after the jury verdict, the Parties participated in a
22 third mediation session with Jed Melnick of JAMS ("the Mediator"). The Parties did
23 not reach settlement at the conclusion of this mediation either, but they continued to
24 engage in settlement discussions through the Mediator.

25 8. On June 9, 2026, the Parties accepted a proposal from the Mediator
26 regarding the material terms of a settlement. The Parties continued to finalize the
27 terms of the Settlement, culminating in the execution of a Settlement Agreement, a
28

1 true and correct copy which is attached hereto as **Exhibit A.**¹ There are no
2 agreements between Plaintiffs and Bigelow other than the Settlement Agreement.

3 **The Settlement is in the Best Interests of the Class**

4 9. This Action was heavily litigated for over six years before this
5 Settlement was reached. The Parties completed considerable discovery, including
6 multiple rounds of written discovery, review of tens of thousands of pages of
7 documents, and the completion of 14 depositions—including fact, expert, Rule
8 30(b)(6), and third-party witness depositions. Both sides retained expert witnesses in
9 the fields of statistics, economics, and consumer surveys. Thus, Plaintiffs and Class
10 Counsel were well-apprised of the salient legal and factual issues before deciding to
11 settle this matter.

12 10. When the risks of further litigation, the uncertainties of Bigelow's
13 Appeal, and the inherent delay in any payments to the Class, are balanced against
14 the fact that Settlement Class Members will receive the full jury damages award
15 with interest in a timely manner, it is my opinion that the Settlement is fair,
16 adequate, and reasonable, and in the best interest of the Class.

17 **Qualifications and Experience**

18 11. I received a B.A. from the University of Pennsylvania in 2007, and I
19 received a J.D. from UC Law San Francisco (formerly UC Hastings) in 2011. I
20 became a member of the State Bar of California in December 2011, and I have been
21 an active member in good standing continuously since then.

22 12. In 2012, I completed a judicial clerkship for the Honorable Colette Y.
23 Garibaldi, of the First Circuit Court, State of Hawaii.

24 13. I have been litigating cases on behalf of consumers and employees,
25 frequently in the class action context, for the past thirteen years.

26
27 _____
28 ¹ Exhibits to the Settlement Agreement are numbered 1 through 6.

1 14 I was named a “Rising Star” from 2018 to 2025 for the Southern
2 California *Super Lawyers* magazine and a Super Lawyer in 2026.

3 15. On September 10, 2020, Judge Vasquez of the Sacramento Superior
4 Court, appointed my firm, along with another firm, liaison counsel for the Plaintiff
5 in the Judicial Council Coordination Proceeding, Western Dental Wage and Hour
6 Cases, JCCP No. 5079.

7 16. My firm has also served as lead counsel or co-counsel in numerous
8 wage-and-hour class and/or representative action cases, some of which are listed in
9 the following chart:

Case Name	Case Number
<i>Yee, et al. v. Wong & Lau, Inc., et al.</i>	Los Angeles Cty. Sup. Ct. Case No. BC600087
<i>Aguilar v. Hook Burger, LLC</i>	Los Angeles Cty. Sup. Ct. Case No. BC608694
<i>Morales v. OPARC</i>	San Bernardino Cty. Sup. Ct. Case No. CIVDS1622051
<i>Hopper-Porter, et al. v. Desert Regional Medical Center, Inc.</i>	Riverside Cty. Sup. Ct. Case No. RIC 1610095
<i>Matthews v. Red Hill Country Club</i>	San Bernardino Cty. Sup. Ct. Case No. CIVDS1706187
<i>Vinnitsky v. L.A. Overnight, LLC</i>	Los Angeles Cty. Sup. Ct. Case No. BC655314
<i>Delgado, et al. v. Cienega Medical Spa, Inc.</i>	Los Angeles Cty. Sup. Ct. Case No. BC637702
<i>Backus v. Schireson Bros, Inc.</i>	San Bernardino Cty. Sup. Ct. Case No. CIVDS1809620
<i>Carrillo v. Merchant of Tennis, Inc.</i>	Los Angeles Cty. Sup. Ct. Case No. BC707896
<i>Fonseca, et al. v. United Ag Personnel Management, Inc., et al.</i>	Kern Cty. Sup. Ct. Case No. BCV-17-100791
<i>Abelar v. American Residential Services, LLC</i>	C.D. Cal. Case No. 19-cv-00726-JAK (JPRx)
<i>Abbott, et al. v. Vitco Distributors, Inc.</i>	San Bernardino Cty. Sup. Ct. Case No. CIVDS1820214

1	<i>Machorro-Fernandez v. Tacos La</i>	San Bernardino Cty. Sup. Ct. Case No.
2	<i>Bufadora, Inc.</i>	CIVDS1831535
3	<i>Araujo v. Dealer Solution Service,</i>	Los Angeles Cty. Sup. Ct. Case No.
4	<i>Inc., et al.</i>	BC720944
5	<i>Arteaga, et al. v. B.W. Hotel, LLC</i>	Los Angeles Cty. Sup. Ct. Case No.
6		BC708551
7	<i>Hurtado v. CitiStaff Solutions, Inc., et</i>	Los Angeles Cty. Sup. Ct. Case No.
8	<i>al.</i>	19STCV02853
9	<i>Revels v. Bottling Group, LLC</i>	Orange Cty. Sup. Ct. Case No. 30-2018-
10		01031810-CU-OE-CXC
11	<i>Scott, et al. v. Kuehne+Nagel, Inc.</i>	San Bernardino Cty. Sup. Ct. Case No.
12		CIVDS1707477
13	<i>Green, et al. v. Material Supply, Inc.</i>	San Bernardino Cty. Sup. Ct. Case No.
14		CIVDS1928214
15	<i>Western Dental Wage and Hour</i>	JCCP No. 5079
16	<i>Cases</i>	
17	<i>Zamarripa v. Superior Talent</i>	Orange Cty. Sup. Ct. Case No. 30-2019-
18	<i>Resources, Inc.</i>	01060339-CU-OE-CXC
19	<i>Villazon v. Saddleback Roofing, Inc.</i>	San Bernardino Cty. Sup. Ct. Case No.
20		CIVSB2307262
21	<i>Michel v. M&M Thrift Management</i>	Los Angeles Sup. Ct. Case No.
22	<i>Co., et al.</i>	22STCV23755
23	<i>Chandler, et al. v. Compass Group</i>	Stanislaus Sup. Ct. Case No. CV-23-
24	<i>USA, Inc.</i>	003352
25	<i>Howell v. Infinity Hospice and</i>	Los Angeles Cty. Sup. Ct. Case No.
26	<i>Palliative Care, Inc., et al.</i>	23STCV10153
27	<i>Ramos v. Taqueria Milagro, Inc.</i>	Santa Clara Cty. Sup. Ct. Case No.
28		23CV409955
	<i>Cervantes v. I-10 Towing and</i>	San Bernardino Cty. Sup. Ct. Case No.
	<i>Recovery, Inc.</i>	CIVSB2226791
	<i>Larios De Mancilla v. Naraghi</i>	Stanislaus Cty. Sup. Ct. Case No. CV-23-
	<i>Farms, LLC, et al.</i>	003350
	<i>Sanchez v. BSK Associates</i>	San Bernardino Cty. Sup. Ct. Case No.
		CIVSB2309732
	<i>Gutierrez v. Ericsson, Inc.</i>	U.S. Dist. Ct. C.D. Cal. No. 5:23-cv-
		01665-GW-SHKx
	<i>Castro v. ATBA LLC</i>	San Joaquin Cty. Sup. Ct. Case No. STK-
		CV-UEO-2023-0010395
	<i>Barrios v. 2640 W Woodland, LLC</i>	Orange Cty. Sup. Ct. Case No. 30-2024-
		01377367-CU-OE-CXC

<i>Murphy v. Sabreen at 68444 Perez Road, Inc.</i>	Riverside Cty. Sup. Ct. Case No. CVRI2402639
<i>Diaz v. Versatile Fall Protection, LLC</i>	Los Angeles Cty. Sup. Ct. Case No. 23STCV28559
<i>Chamale v. Timber & Salt LLC</i>	San Mateo Cty. Sup. Ct. Case No. 23-CIV-04722

17. I also litigate consumer class actions, some of which are summarized below.

18. On August 22, 2017, Judge Orrick of the U.S. District Court for the Northern District of California, granted final approval to, and appointed my office (along with co-counsel) as class counsel in a consumer class action entitled *Knapp v. Art.com, Inc.*, Case No. 3:16-cv-00768-WHO, which involved a nationwide settlement on behalf of approximately 2 million class members, based on allegations that the Defendants engaged in deceptive sales practices.

19. On September 25, 2018, Judge Freeman U.S. District Court for the Northern District of California, granted the Plaintiff's contested motion for class certification, certifying a California damages and injunctive relief class of consumers relating to false and deceptive advertising regarding the geographical origin of certain beers in the action entitled *Broomfield, et al. v. Craft Brew Alliance, Inc.*, Case No. 5-17-cv-01027-BLF. Judge Freeman appointed my office and co-counsel as class counsel in this matter.

20. On July 29, 2019, Judge Lorenz of the U.S. District Court for the Southern District of California, granted final approval to, and appointed my office (along with co-counsel) as class counsel in a consumer class action entitled *Dashnaw, et al. v. New Balance Athletics, Inc.*, Case No. 3:17-cv-00159-L-JLB, which involved settlement of a California class of nearly one million class members, based on allegations that the Defendants engaged in deceptive "Made in USA" representations with respect to some its shoes.

EXHIBIT A

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Attorneys for Defendant R.C. Bigelow, Inc.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

KIMBERLY BANKS and CAROL
CANTWELL, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

R.C. BIGELOW, INC., a corporation; and
DOES 1 through 10, inclusive,

Defendants.

CASE NO.: 2:20-cv-06208-SVW (RAOx)

SETTLEMENT AGREEMENT

EXHIBITS

Exhibit 1: Electronic Claim Form

Exhibit 2: Paper Claim Form

Exhibit 3: Direct Notice

Exhibit 4: Long Form Notice

Exhibit 5: Preliminary Approval Order

Exhibit 6: Summary Notice

SETTLEMENT AGREEMENT

This settlement agreement (“Settlement” or “Settlement Agreement”) is entered into by and between Plaintiffs Kimberly Banks and Carol Cantwell (“Plaintiffs”) and Defendant R.C. Bigelow, Inc. (“Bigelow”) (collectively with the Plaintiffs, the “Parties”), in the above-captioned action. The Parties intend for this Settlement Agreement to fully and finally resolve, discharge, and settle the Released Claims, as defined herein, subject to the terms and conditions set forth below, and the approval of the Court.

I. RECITALS

A. Summary of Procedural Background

1. On July 13, 2020, Plaintiffs commenced this action alleging that the statement “Manufactured in the USA 100% American Family Owned” (“Challenged Statement”) printed on the Class Products’ cartons was false and deceptive. ECF No. 1.
2. On August 20, 2020, Plaintiffs filed a First Amended Complaint. ECF No. 11.
3. On September 14, 2020, Bigelow filed a Motion to Dismiss the First Amended Complaint. ECF No. 12. On May 3, 2021, the Court granted in part and denied in part the Motion to Dismiss. ECF No. 22.
4. On June 16, 2021, Bigelow filed an Answer to the First Amended Complaint. ECF No. 25.
5. On June 17, 2022, Plaintiffs filed a Motion for Class Certification. ECF No. 39. Bigelow opposed this motion and filed motions to exclude the testimony of Plaintiffs’ three experts. ECF Nos. 49-52. On July 31, 2023, the Court granted Plaintiffs’ Motion for Class Certification and denied Bigelow’s *Daubert* motions. ECF No. 83.
6. On January 18, 2024, the Court approved Plaintiffs’ class notice plan. ECF No. 91. The Settlement Administrator successfully implemented the class notice plan pursuant to the

Court's order. ECF No. 111. Only three class members timely opted out of the class. ECF No. 111 ¶ 25.

7. On March 12, 2024, Plaintiffs filed a Motion for Partial Summary Judgment. ECF No. 92. On April 11, 2024, Bigelow filed a Motion for Summary Judgment. ECF No. 101. On July 8, 2024, the Court denied Bigelow's Motion for Summary Judgment and granted Plaintiffs' Motion for Partial Summary Judgment. ECF No. 129.
8. The case was tried to a jury over the course of five days. On April 8, 2025, the jury found that Bigelow violated California's Consumer Legal Remedies Act, breached an express warranty, made a false representation, and awarded \$2,360,744 to Plaintiffs and the Class. ECF No. 264.
9. On April 22, 2025, Plaintiffs filed a Motion for Attorneys' Fees and Costs and Service Awards. ECF No. 270. This motion is pending.
10. On May 29, 2025, the Court entered Judgment in favor of Plaintiffs and the Class, and against Bigelow, in the amount of \$2,360,744, along with post-judgment interest. The Court denied Plaintiffs' Motion for Prejudgment Interest. ECF Nos. 275, 276.
11. On June 26, 2025, Bigelow filed a Motion for New Trial. ECF No. 280. Plaintiffs opposed this motion. ECF No. 283. On August 22, 2025, the Court denied this motion. ECF No. 287.
12. On September 18, 2025, Bigelow filed a Notice of Appeal. ECF No. 290.
13. On October 6, 2025, the Court stayed this action pending Bigelow's Appeal. ECF No. 297.
14. On March 4, 2026, Bigelow filed its opening brief with the Ninth Circuit Court of Appeals appealing the Court's orders: (1) granting summary judgment to Plaintiffs on the falsity and materiality of the Challenged Statement, (2) admitting California retail sales data for

the products from IRI, (3) allowing the expert testimony of Plaintiffs' economics expert, who opined on the existence of a price premium and corresponding damages, and (4) denying Bigelow's motion for new trial. 9th Cir. ECF No. 20. On May 26, 2026, Plaintiffs filed an answering brief. 9th Cir. ECF No. 31.

15. Pursuant to the Parties' stipulation, on July 22, 2026, the Ninth Circuit dismissed Bigelow's Appeal "without prejudice to reinstatement in the event the class action settlement does not receive preliminary or final approval by the district court[.]" 9th Cir. ECF No. 40. On August 4, 2026, the Court lifted the stay that had been in place pending the Appeal. ECF No. 306.

B. Discovery

16. The Parties completed substantial discovery, including multiple rounds of interrogatories, document requests, and requests for admission, and extensive document review. Among other things, Bigelow produced tens of thousands of pages of documents, and both sides retained expert witnesses in the fields of statistics, economics and consumer surveys, with respect to their claims. The Parties took 14 depositions, including fact, expert, Rule 30(b)(6), and third-party witness depositions.

C. Mediation and Settlement Negotiations

17. The Parties engaged in extensive arm's-length settlement negotiations spanning four years and three mediation sessions with three different mediators.
18. On October 3, 2022, the Parties participated in a court-sponsored mediation session with Kim Zeldin. The Parties did not reach settlement at the conclusion of this mediation.

19. On December 12, 2023, after the Court certified a litigation class, the Parties participated in a second mediation session with Judge Morton Denlow (Ret.) of JAMS. The Parties did not reach settlement at the conclusion of this mediation.
20. On July 14, 2025, after the jury's verdict, the Parties participated in a third mediation session with Jed Melnick of JAMS ("the Mediator"). The Parties did not reach settlement at the conclusion of this mediation, but they continued to engage in settlement discussions through the Mediator over the ensuing months. On June 9, 2026, the Parties accepted a mediator's proposal regarding the material terms of a settlement which are memorialized in greater detail in this Agreement.
21. Weighing the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, Plaintiffs and Class Counsel are satisfied that the terms and conditions of this settlement are fair, reasonable, adequate, and in the best interests of the Class.
22. Bigelow, while continuing to deny allegations of wrongdoing, and disclaiming all liability with respect to all claims, considers it desirable to resolve the Action on the terms stated herein to avoid further expense, inconvenience, and burden associated with further litigation, and therefore determines that this Settlement Agreement is in Bigelow's best interests.
23. NOW, THEREFORE, without any admission or concession of liability or wrongdoing or the lack of merit of any defense whatsoever by Bigelow, or any admission or concession of the lack of merit of this Action whatsoever by Plaintiffs, it is hereby stipulated and agreed by the undersigned, on behalf of Plaintiffs, the Class, and Bigelow, that the Action and all claims of the Class be settled, compromised, and dismissed on the merits and with

prejudice, subject to Court approval as required by Federal Rule of Civil Procedure 23, on the terms and conditions set forth herein and upon the Effective Date.

24. Each Party affirms that the Recitals above are true and accurate and are hereby made a part of this Settlement Agreement.

II. DEFINITIONS

As used in this Settlement Agreement and the Exhibits hereto, in addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth in Section II. Unless otherwise indicated, defined terms include the plural as well as the singular. The definitions stated below are incorporated into this Agreement and made a part of this Agreement as if fully set forth herein.

25. “**Action**” means *Banks, et al. v. R.C. Bigelow, Inc.*, Case No. 2:20-cv-06208-SVW (RAOx), pending in the United States District Court for the Central District of California.
26. “**Agreement**” or “**Settlement Agreement**” means this settlement agreement in its entirety, including all Exhibits attached hereto and incorporated herein.
27. “**Appeal**” means Bigelow’s Appeal previously pending in the Ninth Circuit Court of Appeals at Case No. 25-5911.
28. “**CAFA Notice**” means the notice that the Settlement Administrator shall serve upon the appropriate State and Federal officials, providing notice of the proposed settlement in compliance with 28 U.S.C. § 1715.
29. “**Claim Deadline**” means the date to be set by the Court as the deadline for Class Members to submit Claim Forms, and which shall be 60 calendar days after the Notice Plan is completed.

30. **“Claim Form”** means the document that Class Members must submit to the Settlement Administrator to obtain a Settlement Benefit. Class Members may complete the Claim Form electronically on the Settlement Website, substantially in the form of **Exhibit 1** hereto, or submit it via email to the Settlement Administrator. Alternatively, Class Members may obtain a paper copy of the Claim Form, substantially in the form of **Exhibit 2** hereto, by downloading it from the Settlement Website or requesting it from the Settlement Administrator. The electronic and/or paper Claim Forms may be modified as necessary to comply with the provisions of any order by the Court. The Parties shall have discretion make non-material edits (e.g., fix typos, dates, etc.) to the electronic and/or paper Claim Forms after they have been approved by the Court.
31. **“Claim Period”** means the time period from the Notice Date to the Claim Deadline.
32. **“Claimant”** means a Class Member who submits a Claim Form.
33. **“Class Counsel”** or **“Plaintiffs’ Counsel”** means Aubry Wand of The Wand Law Firm, P.C. and Todd M. Schneider and Jason H. Kim of Schneider Wallace Cottrell Kim LLP.
34. **“Class Judgment Amount”** means at least \$2,548,187, and which is the amount the jury awarded to the Class (\$2,360,744) plus \$187,443, which represents two years of post-judgment interest at a rate of 3.97% (the rate in in effect during the week of the jury verdict). The Class Judgment Amount shall be used to pay Settlement Benefits to valid Claimants.
35. **“Class Member”** or **“Settlement Class Member”** means any member of the Settlement Class.
36. **“Class Product”** means an 18/20 count box of Bigelow Earl Grey Black Tea Caffeine, Green Tea Caffeine, Constant Comment Black Tea Caffeine, Green Lemon Tea Caffeine,

Vanilla Chai Black Tea Caffeine, English Tea Time Black Tea Caffeine, Spiced Chai Black Tea Caffeine, French Vanilla Black Tea Caffeine, or Vanilla Caramel Black Tea Caffeine, labeled as “Manufactured in the USA 100% American Family Owned.”

37. “**Class Representatives**” or “**Plaintiffs**” mean Kimberly Banks and Carol Cantwell.
38. “**Class Representative Service Award**” means the monetary award in the amount of \$25,000 that shall be paid to each Class Representative Plaintiff (\$50,000 total) for their efforts and diligence in prosecuting this Action on behalf of the Class.
39. “**Court**” means the United States District Court for the Central District of California.
40. “**Cy Pres Recipient**” means Feeding America, which is a 501(c)(3) non-profit organization that advocates against hunger. If the Court does not approve Feeding America as the *Cy Pres* Recipient, then the Consumer Federation of California (“CFC”), which is a 501(c)(3) non-profit organization that advocates for consumers, shall be the *Cy Pres* Recipient. By signing this Agreement, the Parties and their counsel represent that they are not involved in the governance or work of Feeding America or CFC. If the Court does not approve Feeding America or CFC as the *Cy Pres* Recipient, the Parties shall mutually agree on another non-profit organization to present to the Court for approval.
41. “**Defendant**” or “**Bigelow**” means R.C. Bigelow, Inc.
42. “**Defendant’s Counsel**,” “**Defense Counsel**,” or “**Bigelow’s Counsel**” means Timothy K. Branson and Patrick J. Mulkern of Gordon Rees Scully Mansukhani, LLP.
43. “**Direct Notice**” means notice of the proposed Settlement, substantially in the form of **Exhibit 3** hereto, to be emailed and/or mailed directly to the potential Class Members previously identified by Bigelow. *See* ECF 111 ¶ 10-11. The Direct Notice may be modified as necessary to comply with the provisions of any order by the Court. The Parties

shall have discretion to make non-material edits (e.g., fix typos, dates, etc.) to the Direct Notice after it has been approved by the Court.

44. **“Effective Date”** means the later of: (a) the date on which the time to appeal has expired if no appeal has been taken from the Final Approval Order; or (b) in the event that an appeal or other effort to obtain review has been initiated, the date after such appeal or other review has been finally concluded in such a manner as to affirm the Final Approval Order.
45. **“Fee Application”** means the pending Motion for Attorneys’ Fees and Costs and Service Awards that Plaintiffs filed on April 22, 2025. In the Fee Application, Plaintiffs sought \$4,662,724.80 in attorneys’ fees, \$537,155.37 in costs, \$30,000 to each Plaintiff as Class Representative Service Awards, and \$551,605.90 to JND for Settlement Notice and Administration Costs. Given this Settlement, Plaintiffs shall seek a reduced Fee Award, reduced Class Representative Service Awards, and reduced Settlement Notice and Administration Costs, as set forth below.
46. **“Fee Award”** means \$2,746,451 in attorneys’ fees and \$653,756 in litigation expenses that shall be paid to Class Counsel subject the Court’s approval.
47. **“Final Approval Hearing”** means the hearing that is to take place after the entry of a Preliminary Approval Order and after the Notice Plan has been completed, for purposes of, *inter alia*, (a) determining whether the Settlement Agreement should be approved as fair, reasonable, adequate; (b) entering a Final Approval Order and a Final Judgment and dismissing the Action with prejudice; and (c) ruling upon a Fee Application.
48. **“Final Approval”** or **“Final Approval Order”** means the Court’s entry of an Order following the Final Approval Hearing, finally approving the Settlement pursuant to the

terms and conditions of this Agreement without material change and authorizing the distribution of all payments pursuant to this Settlement.

49. **“Final Judgment”** means the Court’s entry of a judgment following the Final Approval Hearing, amending the Judgment and entering final judgment, dismissing the Action with prejudice, and releasing all claims of Plaintiffs and Class Members, except for those who submit a timely and valid Request for Exclusion.
50. **“Fraudulent Claim”** means any Claim Form that contains indicia of fraud or deceit, and any attempts to bypass the terms and limitations set out in this Settlement Agreement, including, *inter alia*, address duplication, payment duplication, unusual domains or IP addresses, known serial filers, etc.
51. **“Household”** means the same mailing address.
52. **“Long Form Notice”** means notice of this Settlement to be provided to Class Members substantially in the form of **Exhibit 4** hereto. The Long Form Notice shall be published on the Settlement Website. The Long Form Notice may be modified as necessary to comply with the provisions of any order by the Court. The Parties shall have discretion to make non-material edits (e.g., fix typos, dates, etc.) to the Long Form Notice after it has been approved by the Court.
53. **“Mediator”** means Jed Melnick.
54. **“Maximum Settlement Amount”** means \$6,500,000, and which is the total monetary payment that Bigelow shall be responsible for paying under this Settlement in consideration for the Released Claims. No portion of the Maximum Settlement Amount will revert to Bigelow, nor shall Bigelow be responsible for paying more than the Maximum Settlement Amount, under any circumstances once the settlement becomes

finally effective. Bigelow shall transmit the Maximum Settlement Amount to the QSF within 14 calendar days of the Effective Date.

- 55. **“Motion for Final Approval”** means the motion that the Plaintiffs shall file seeking the entry of a Final Approval Order and Final Judgment by the Court consistent with the material terms of this Agreement.
- 56. **“Motion for Preliminary Approval”** means the motion that the Plaintiffs shall file seeking an entry of the Preliminary Approval Order, substantially in the form of **Exhibit 5** hereto, provisionally certifying the Settlement Class, preliminarily approving the terms of this Settlement, and authorizing dissemination of Notice to the Class.
- 57. **“Notice”** means notice of this Settlement that will be provided to the Class as described in Section V.
- 58. **“Notice Date”** means the date that Direct Notice is given (the first date that the Notice Plan commences) as described Section V.
- 59. **“Notice Plan”** means the plan for dissemination of Notice of this Settlement by the Settlement Administrator as described in Section V.
- 60. **“Objection/Exclusion Deadline”** means the date to be set by the Court as the deadline for Class Members to file Objections or submit Requests for Exclusion, and which shall be 30 calendar days after the Notice Plan is completed.
- 61. **“Objection”** means the written communication that a Settlement Class Member must file with the Court by the Objection/Exclusion Deadline to validly object to the Settlement.
- 62. **“Person”** means any natural person.
- 63. **“Parties”** means Plaintiffs and Bigelow collectively and **“Party”** means either Plaintiffs or Bigelow individually.

64. **“Proof of Purchase”** means a receipt, copies of receipts, paid invoice, or other similar types of documentation evidencing the purchase of Class Products by Class Members (i.e., valid documentation showing the location, date, and quantifies of purchase by Class Members). Proof of Purchase is subject to review by the Settlement Administrator for fraud. If a Settlement Class Member fails to satisfactorily provide any information requested by the Settlement Administrator, the Settlement Administrator may reject the Claim entirely and/or convert it to a Claim without Proof of Purchase.
65. **“Qualified Settlement Fund”** or **“QSF”** mean the Court-approved qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1 and the fund in which the Maximum Settlement Amount shall be deposited. Any pre-distribution earned interest (less any amount that is needed to satisfy the IRS in earned interest taxes accrued in the QSF) shall be paid to Claimants. Any post-distribution earned interest (less any amount that may be needed to satisfy the IRS in earned interest taxes accrued in the QSF) shall be paid to the *Cy Pres* Recipient, or as otherwise agreed to by the Parties (i.e., to pay residual Claims or unanticipated administration costs), and subject to the express approval of the Court, however, under no circumstances will any such interest return to Bigelow.
66. **“Released Claims”** means any claim, cross-claim, liability, right, demand, suit, matter, obligation, damage, restitution, disgorgement, loss or cost, attorneys’ fee, cost or expense, action or cause of action, of every kind and description that the Releasing Parties have or had, including assigned claims, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis or on behalf of the general public against any of the Released Parties that are based on, arise out of, or

relate to the allegations or claims in the Action that the Class Products were falsely or deceptively advertised as Manufactured in the USA.

67. **“Released Parties”** means Bigelow, and all of its past, present and/or future parents, predecessors, successors, assigns, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present and/or future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys, insurers, representatives, advisors, consultants, brokers, distributors, wholesalers, subrogees and assigns of any of the foregoing, and representatives of any of the foregoing.
68. **“Releasing Parties”** means Plaintiffs, each Class Member who does not submit a timely and valid Request for Exclusion, and any Person claiming by or through such Class Member as his/her spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, devisee, predecessor, successor, assignee, representative of any kind, shareholder, partner, director, employee, or affiliate.
69. **“Request for Exclusion”** means the written communication that a Class Member must submit to the Settlement Administrator by the Objection/Exclusion Deadline to exclude themselves from the Settlement.
70. **“Settlement”** means the settlement embodied in this Agreement.
71. **“Settlement Administrator”** means JND Legal Administration (“JND”), which will be responsible for, *inter alia*, providing notice to the Settlement Class and administering the Settlement.
72. **“Settlement Benefit”** means the monetary payment that shall be paid to all Claimants who submit a valid and timely Claim Form.

73. **“Settlement Class”** means the Class that was previously certified by the Court and to which class notice was previously provided:

All natural persons who purchased at least one 18/20 count box of Bigelow Earl Grey Black Tea Caffeine, Green Tea Caffeine, Constant Comment Black Tea Caffeine, Green Lemon Tea Caffeine, Vanilla Chai Black Tea Caffeine, English Tea Time Black Tea Caffeine, Spiced Chai Black Tea Caffeine, French Vanilla Black Tea Caffeine, or Vanilla Caramel Black Tea Caffeine, labeled as “Manufactured in the USA 100% American Family Owned,” at a retail store in the state of California, at any time from October 17, 2017 to July 31, 2023.

Excluded from the Settlement Class are: (a) Bigelow and Released Parties, (b) distributors and retailers of the Class Products, (c) the Court and its staff, (d) the Mediator and his staff, (e) counsel of record for the Parties and their immediate family members, and (f) all Persons who have timely and properly excluded themselves from the Settlement Class.

74. **“Settlement Notice and Administration Costs”** means the costs for providing notice and administration of the Settlement, and the costs for providing notice after the Court certified the Class, and which shall be paid to the Settlement Administrator subject the Court’s approval.

75. **“Settlement Website”** means the ADA-compliant website (www.teaclassaction.com) established by the Settlement Administrator for purposes of providing Notice, Claim Forms, and other information regarding this Settlement Agreement. The Settlement Website will include, *inter alia*, (a) an FAQ section, (b) links to all pertinent documents including, the Settlement Agreement, Long Form Notice, and all other relevant pleadings as agreed by the Parties or as ordered by the Court, (c) the Fee Application and Motions for Preliminary Approval and Final Approval (and orders granting these motions if and when they are issued), (d) a toll-free number that will be operated by the Settlement Administrator, (e) and other pertinent information about the Settlement, including the

ability to complete and submit the Claim Form, and Class Counsel's contact information. The Settlement Website will be updated regularly with relevant documents as they become available.

76. **"Summary Notice"** means notice of the proposed Settlement will be published in the *LA Daily News*. Summary Notice is to be provided substantially in the forms of **Exhibit 6** hereto, but which may be modified as necessary to comply with the provisions of any order by the Court. The Parties shall also have discretion to make non-material edits (e.g., fix typos, dates, etc.) to the Summary Notice after it has been approved by the Court.
77. **"Unclaimed Settlement Benefits"** means the funds, if any, for which Claimants do not take custody within the timeframe allowed to do so.

III. SETTLEMENT BENEFITS TO CLAIMANTS

78. Each Claimant who submits a valid and timely Claim Form shall be entitled to a Settlement Benefit, paid from the Class Judgment Amount, as follows:
- a. **Option A—Without Proof of Purchase.** Each Claimant who does not submit sufficient Proof of Purchase, or no Proof of Purchase at all, but who submits an attestation of his/her purchase of Class Product(s) under penalty of perjury, may claim \$0.50 per Class Product purchased, up to a maximum recovery of \$10.
 - b. **Option B—With Proof of Purchase.** Each Claimant who submits sufficient Proof of Purchase, and who submits an attestation of his/her purchase of Class Product(s) under penalty of perjury, may claim \$0.50 per Class Product, up to a maximum recovery of \$20.
 - c. If more than one valid Claim Form is submitted from the same Household, the Settlement Administrator will only pay the aggregate amount of all valid Claim

Forms from that Household, up to the maximum recovery of \$10 or \$20 (depending on whether or not valid Proof of Purchase is submitted), and it shall pay this aggregate amount to the Claimant who submitted the first valid and timely Claim Form from the Household.

- d. Electronic Claim Forms will automatically cap the amounts at \$10 and \$20, respectively. If a Claimant completes a Paper Claim Form that identifies purchases that exceed the maximum recovery, it will be construed as requesting the maximum recovery (e.g., if a Claimant chooses Option A and identifies 50 purchases, the Claim will be for 20 purchases or \$10).

79. **Pro Rata Adjustments to Settlement Benefits.** Settlement Benefits shall be adjusted pro rata depending on the total aggregate dollar value of all valid and timely Claims submitted as follows:

- a. **Pro Rata Decrease.** If the aggregate monetary value of all valid and timely Claims submitted by Class Members exceeds the Class Judgment Amount, then each Class Member's Settlement Benefit shall be reduced on a pro rata basis, based on the number of qualifying purchases.
- b. **Pro Rata Increase.** If the aggregate monetary value of all valid and timely Claims submitted by Class Members is less than the Class Judgment Amount, then each Class Member's Settlement Benefit shall be increased on a pro rata basis, based on the number of qualifying purchases, up to a maximum of \$20 for Option A Claimants, and up to a maximum of \$40 for Option B Claimants.

80. **Method of Payment.** Settlement Benefits to Claimants shall be in the form of cash via (a) paper checks or (b) electronic payment via Zelle, PayPal, or Venmo, as selected by the Claimant when completing the Claim Form.

- a. To assist with claims administration, Claimants who complete and mail a paper Claim Form can only choose payment via check (as account verification, which cannot be provided through the physical Claim Form, is needed for the electronic payment methods). Claimants completing the Claim Form electronically can choose a physical or electronic payment method.
- b. If a Claimant selects the paper check option but claims less than \$1.50, or if the Claimant selects \$1.50 or greater but the amount falls below \$1.50 due to a pro rata reduction, the payment method will be converted to an electronic Zelle, PayPal or Venmo payment, provided there is sufficient information to enable an electronic payment. If the Claimant provides insufficient information to enable an electronic payment, the claimed funds will go to the *Cy Pres* Recipient.
- c. No action must be taken with respect to Zelle or Venmo payments, unless the Settlement Administrator receives a bounce-back for an invalid email address or phone number, in which case the Settlement Administrator will mail a paper check to the Claimant.
- d. Paper checks and PayPal are the only methods of payment that require Claimants to take action to receive custody of the funds (e.g., accepting the funds via PayPal or cashing, depositing, or otherwise negotiating the check). Claimants who elect to receive paper checks shall have 90 calendar days from issuance to negotiate the check and the face of each check will state the check-cashing deadline. Claimants

who elect to receive Settlement Benefits through PayPal must accept the funds within 30 calendar days per PayPal's procedures. Any remaining funds are considered Unclaimed Settlement Benefits.

- e. All disbursement methods shall be structured to ensure that no unclaimed, unredeemed, or otherwise unused funds are retained by any payment platform or vendor. The Settlement Administrator shall implement procedures to track the status of all payments and recover any Unclaimed Settlement Benefits. No Unclaimed Settlement Benefits shall be retained by the Settlement Administrator or any payment processor, financial institution, FinTech vendor, or other third party under any circumstances.

81. **Distribution of Settlement Benefits.** The Settlement Administrator shall distribute the Settlement Benefits to Claimants within 30 calendar days of receiving the Maximum Settlement Amount.

82. **Distribution of Unclaimed Settlement Benefits.** The Settlement Administrator shall distribute any Unclaimed Settlement Benefits to the *Cy Pres* Recipient within 30 calendar days of the expiration date for Claimants to take custody of their Settlement Benefits.

IV. **CLAIM FORM SUBMISSION AND PROCESSING**

A. Submission of Claim Forms

83. To receive a Settlement Benefit, Class Members must submit a Claim Form to the Settlement Administrator by either: (a) completing, certifying, and sending the paper Claim Form to the Settlement Administrator via U.S. Mail; or (b) completing, certifying, and submitting the Claim Form electronically to the Settlement Administrator via the Settlement Website or via email to the Settlement Administrator.

84. To be timely, the Claim Form must be postmarked or electronically submitted no later than the Claim Deadline. Claim Forms postmarked or electronically submitted after the Claim Deadline may be denied by the Settlement Administrator.
85. To be valid, the Claim Form must: (a) be signed in hard copy or electronically by the Claimant under penalty of perjury; and (b) bear an attestation by the Claimant that he/she purchased the Class Product(s). Claim Forms that do not meet these requirements may be denied by the Settlement Administrator.
86. In completing the Claim Form, Claimants have two options: (a) if they have no Proof of Purchase, they may select Option A or (b) if they have Proof of Purchase, they may select Option B.

B. Claim Form Review

87. The Settlement Administrator shall review all submitted Claim Forms to determine the validity and timeliness of the Claim, each Claimant's eligibility for the Settlement Benefit, and the amount of such relief, if any. Copies of submitted Claim Forms may be provided to Bigelow's Counsel and to Class Counsel upon request and under any other circumstances that merit doing so in the Settlement Administrator's discretion. Claimants who submit Claims Forms that do not meet the eligibility requirements described herein may be denied by the Settlement Administrator, in consultation, as necessary, with Bigelow's Counsel and Class Counsel.

C. Fraudulent Claims and Fraud Review Process

88. The Settlement Administrator shall use good faith and appropriate procedures to prevent, detect, and reject the payment of Fraudulent Claims and ensure payment of only legitimate Claims, including but not limited to: (a) reviewing Claim Forms for evidence of waste,

fraud, and abuse; (b) screening for duplicate Claims, Claims seeking more than the maximum cash payment permitted, or other indicia that could indicate fraud or abuse; and (c) requesting additional information from Claimants that is reasonably necessary to validate Claims. The Settlement Administrator may reject a Claim Form for which all requested information necessary to screen the Claim for fraud or abuse is lacking.

89. The Settlement Administrator shall have at least 30 calendar days from the Claim Deadline to complete its fraud and Claim Form review process. The Settlement Administrator's fraud review process shall be completed prior to the deadline for Plaintiffs to file their Motion for Final Approval and it shall be summarized in a declaration or other document submitted to the Court.
90. Any Persons that are deemed to have knowingly submitted Fraudulent Claims may be referred to the appropriate law enforcement agency.

V. NOTICE PLAN

91. Notice of the Settlement shall conform to all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and any other applicable laws, and shall otherwise be in the manner and form approved by the Court.
92. The Notice Plan shall reach at least 70% of the Class. To the extent any changes to the Notice Plan set forth herein need to be modified, the Parties agree to work cooperatively to make any such changes.
93. Upon Preliminary Approval, notice of the Settlement to the Class shall be provided according to the following Notice Plan:

- a. **Settlement Website Notice:** Within 21 calendar days of Preliminary Approval, the Settlement Administrator shall launch a Settlement Website (www.teaclassaction.com), which will include, *inter alia*, links to the Long Form Notice, the Summary Notice, this Settlement Agreement and Exhibits, the Claim Forms, relevant filings and orders, and information relating to filing a claim, objecting to the Settlement, opting out of the Settlement, other deadlines relating to the Settlement, and instructions on how to access the case docket via PACER. The Settlement Website will also provide Class Members with the ability to submit Claim Forms and Requests for Exclusion. The Settlement Website shall be compliant with the Americans with Disabilities Act of 1990.
- b. **Toll-Free Telephone Support:** Within 21 calendar days of Preliminary Approval, the Settlement Administrator shall establish a toll-free live telephone support system to provide Settlement Class Members with (a) general information about the Action and Settlement; (b) frequently asked questions and answers; and (c) information relating to submitting a Claim, objecting to the Settlement, opting out of the Settlement, and other deadlines relating to the Settlement.
- c. **Direct Notice:** Within 21 calendar days of Preliminary Approval, the Settlement Administrator shall initiate the Direct Notice program to be sent via e-mail to all Persons for whom Bigelow previously provided e-mail addresses (i.e., the 26,223 unique potential Class Members). *See* ECF 111 ¶¶ 5-6. The Direct Notice shall be in the body of the email. The Settlement Administrator will implement protocols and procedures to ensure delivery of Direct Notice via email by, *inter alia*, notifying major ISPs that it will begin a large email campaign (thereby reducing the risk of

the email being identified as spam or junk email). The Settlement Administrator will also make reasonable efforts to re-email the Direct Notice to all email addresses for which it receives any undeliverable or bounce back notices, to the extent possible.

- d. **Print Publication Notice:** Within 30 calendar days after an order granting Preliminary Approval, the Settlement Administrator will publish the Summary Notice in the *LA Daily News* one day a week for a period of four consecutive weeks in compliance with the California CLRA.
- e. **Internet Publication Notice:** The Settlement Administrator will purchase Internet banner notice ads, social media ads, and search ads, that will allow access to the Settlement Website through an embedded hyperlink contained within the banner notice ad. Internet Publication Notice will commence within 21 calendar days after an order granting Preliminary Approval and it shall continue for a period of 6 weeks.
- f. **CAFA Notice:** Within 10 calendar days after Plaintiffs file the Motion for Preliminary Approval, the Settlement Administrator shall provide CAFA Notice, in compliance with 28 U.S.C. § 1715, and the Settlement Administrator shall provide a declaration attesting to this. Prior to distributing the CAFA Notice, the Settlement Administrator shall provide a draft of the Notice to Bigelow's Counsel and Class Counsel for review and approval.

VI. SETTLEMENT ADMINISTRATION

- 94. The Settlement Administrator shall be responsible for administrative tasks, including, without limitation:

- a. Arranging, as set forth in Section V and in the Preliminary Approval Order, for distribution of Notice of the Settlement (in a form substantially similar to that approved by the Court) and Claims Forms (in a form substantially similar to that approved by the Court) to Class Members;
- b. Answering inquiries from Class Members pertaining to the mechanics of exercising their rights under the Settlement and directing any inquiries from Class Members pertaining to the substantive terms of the Settlement to Class Counsel;
- c. Receiving and maintaining correspondence regarding the Settlement Agreement;
- d. Posting notices, Claim Forms, and other related documents on the Settlement Website and otherwise maintaining the Settlement Website;
- e. Receiving and processing Claim Forms, including conducting fraud review, and rejecting notices for potential invalid/fraudulent Claims;
- f. Providing prompt updates to Bigelow's Counsel and Class Counsel regarding the number of Claims, Claims identified and flagged as fraudulent, Requests for Exclusion, and Objections;
- g. Providing declaration(s) in support of preliminary and final approval as necessary and appropriate;
- h. Distributing payments under the Settlement the Maximum Settlement Amount deposited by Bigelow;
- i. Providing a post-distribution accounting declaration and/or any other declarations regarding compliance with and effectuation of the terms of the Settlement; and

- j. Otherwise assisting with implementation and administration of the Settlement Agreement terms as the Parties mutually agree or the Court orders the Settlement Administrator to perform.

VII. OBJECTIONS AND REQUESTS FOR EXCLUSION

A. Objections

- 95. Class Members shall have the right to appear and present Objections as to any reason why the terms of this Agreement should not be given final approval. Any Objection must be made within the Objection/Exclusion Deadline, and must be in writing and submitted to the Court in either of the following manners: (1) mailing the Objection to the Clerk of Court, United States District Court for the Central District of California, 350 West 1st Street, Los Angeles, CA 90012, or (2) filing the Objection in person at any location of the United States District Court for the Central District of California or via the ECF electronic filing system.
- 96. The date of the postmark on the envelope, or the electronic date of submission or filing, shall be the exclusive means used to determine whether an Objection has been timely submitted by the Objection/Exclusion Deadline.
- 97. Objections must contain the following:
 - a. A caption or title that identifies it as “Objection to Class Settlement in *Banks, et al. v. R.C. Bigelow, Inc.*, No. 2:20-cv-06208-SVW (RAOx)” or similar language that makes it clear that the Person is objecting to this Settlement;
 - b. Information sufficient to identify and contact the objecting Class Member, including name, address, telephone number, and, if available, email address, and if represented by counsel, the foregoing information for his/her counsel;

- c. Information sufficient to establish the person's standing as a Class Member (e.g., Proof of Purchase or verification under penalty of perjury as to the Person's purchase of a Class Product);
 - d. A clear and concise statement of the factual and legal grounds for the Objection;
 - e. Whether the Objection applies only to the Class Member, to a specific subset of the Settlement Class, or to the entire Settlement Class;
 - f. Whether the Class Member, or his or her counsel, intends to appear at the Final Approval Hearing; and
 - g. The Class Member's signature, in addition to the signature of his/her attorney, if any.
98. Plaintiffs and Bigelow shall each have the right to respond to any Objection no later than 7 calendar days prior to the Final Approval Hearing.
99. Class Members who fail to file written Objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement and shall be bound, to the extent allowed by law, by the terms of the Settlement Agreement.

B. Requests for Exclusion

100. Any Class Member who does not wish to participate in this Settlement must submit a Request for Exclusion to the Settlement Administrator by the Objection/Exclusion Deadline, stating a clear intention to be "excluded" from or "opt out" of the Settlement. The Request for Exclusion must contain the Class Member's name, current address, and telephone number. The Request for Exclusion must be signed by the Class Member, dated

and sent to the Settlement Administrator via email to info@TeaClassAction.com (either as an attachment or in the body of the email) or by hard copy via U.S. Mail.

101. The postmarked date of a submission by mail, or the electronic date of submission in the case of a submission via email, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted by the Objection/Exclusion Deadline. Any Class Member who submits a timely and valid Request for Exclusion shall not be bound by this Settlement Agreement and they shall not release the Released Claims.
102. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Objection/Exclusion Deadline shall be bound, to the extent allowed by law, by all terms of the Settlement Agreement and any Final Approval Order and Final Judgment entered by the Court.
103. Class Members who submit a valid and timely Request for Exclusion cannot object to the Settlement, nor shall they have the right to appeal or comment on the Settlement. If a Class Member submits both a valid and timely Request for Exclusion and Objection, the Request for Exclusion shall control.
104. If a Class member submits both a valid Claim Form and Request for Exclusion, the Claim Form shall take precedence and be considered valid and binding, and the Request for Exclusion shall be deemed submitted by mistake and rejected.

C. No Solicitation of Objections or Requests for Exclusion

105. The Parties and their counsel agree to use reasonable efforts to carry out this Agreement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage any Person or entity to submit Objections or Requests for Exclusion or to appeal from the Court's Final Approval Order and Final Judgment.

**VIII. FEE AWARD, CLASS REPRESENTATIVE SERVICE AWARDS, AND
SETTLEMENT NOTICE AND ADMINISTRATION COSTS**

A. Fee Award

106. No later than 35 calendar days before the Objection/Exclusion Deadline, Class Counsel shall file supplemental briefing or a renewed motion in support of their Fee Application seeking the Fee Award.
107. If the Court approves less than the requested Fee Award, the difference will go to the Class Judgment Amount.
108. Class Counsel, in their sole discretion, shall allocate and distribute the Fee Award. Class Counsel shall be solely and legally responsible to pay applicable taxes on Fee Award, and they shall hold harmless Bigelow from any claim or liability for taxes, penalties, or interest arising from the Fee Award.
109. The Settlement Administrator shall distribute the Fee Award to Class Counsel within 30 calendar days of receiving the Maximum Settlement Amount.
110. Payment by Bigelow of any Fee Award is separate from, and in addition to, the other relief afforded to Settlement Class Members in this Agreement.
111. Bigelow shall be responsible for its own attorneys' fees and costs incurred in this Action.

B. Class Representative Service Awards

112. No later than 35 calendar days before the Objection/Exclusion Deadline, Class Counsel shall file supplemental briefing or a renewed motion in support of their Fee Application seeking the Class Representative Service Awards.
113. If the Court approves less than the requested Class Representative Service Awards, the difference will go to the Class Judgment Amount.

114. Plaintiffs shall be solely and legally responsible to pay applicable taxes on their Class Representative Service Awards, and they shall hold harmless Bigelow and Class Counsel from any claim or liability for taxes, penalties, or interest arising from the Class Representative Service Awards.
115. Payment by Bigelow of any Class Representative Service Awards is separate from, and in addition to, the other relief afforded to Settlement Class Members in this Agreement.
116. The Settlement Administrator shall distribute the Class Representative Service Awards to Plaintiffs within 30 calendar days of receiving the Maximum Settlement Amount

C. Settlement Notice and Administration Costs

117. Settlement Notice and Administration Costs are estimated to be \$326,000 and they shall not exceed \$400,000 unless otherwise agreed to by the Parties for good cause and expressly approved by the Court. JND's reimbursable costs also include \$101,605.90 for providing notice after the Court granted class certification. Thus, total costs to JND for providing notice and administering the Settlement are estimated to be \$427,605.90, and they shall not exceed \$501,605.90 unless otherwise agreed to by the Parties for good cause and expressly approved by the Court. If the Court approves less than the requested Notice and Administration Costs, the difference will go to the Class Judgment Amount.
118. No later than 35 calendar days before the Objection/Exclusion Deadline, Class Counsel shall submit supplemental briefing in support of their Fee Application seeking \$501,605.90 in Settlement Notice and Administration Costs, which will include a declaration from the Settlement Administrator attesting to its current costs, and no later than 7 calendar days prior to the Final Approval Hearing (after the Settlement Administrator has completed its fraud review and finalized its determination of valid Claims), Plaintiffs shall file a

declaration from the Settlement Administrator attesting to its final costs. If those final costs are less than \$501,605.90 the difference shall go to the Class Judgment Amount.

119. The Settlement Administrator shall be solely and legally responsible to pay applicable taxes on Settlement Notice and Administration Costs, and it shall hold harmless Bigelow and Class Counsel from any claim or liability for taxes, penalties, or interest arising from the Settlement Notice and Administration Costs.
120. The Settlement Administrator shall pay itself the Settlement Notice and Administration Costs within 30 calendar days of receiving the Maximum Settlement Amount.

IX. APPROVAL PROCESS

A. Preliminary Approval

121. As soon as reasonably practicable after this Settlement Agreement is fully executed, Plaintiffs shall file a Motion for Preliminary Approval of Class Settlement that seeks entry of the Preliminary Approval Order by the Court and which, in accordance with the terms of this Agreement, will:
 - a. Preliminarily approve this Settlement Agreement;
 - b. Provisionally certify a Settlement Class under Federal Rule of Civil Procedure 23;
 - c. Approve the Settlement Administrator;
 - d. Approve and authorize the contents of the Notice Plan and distribution of the Notice;
 - e. Appoint Class Counsel as counsel for the Settlement Class and Plaintiffs as representatives for the Settlement Class;
 - f. Approve and authorize the procedures for submitting Objections and Requests for Exclusion and the binding nature thereof;

- g. Set deadlines for submitting papers in support of the Motion for Final Approval, the Fee Application, and any responses to timely and valid Objections;
- h. Schedule the Final Approval Hearing to determine whether Final Approval of the Settlement Agreement is warranted; and
- i. Stay all activity in the Action except to the extent necessary to effectuate this Agreement unless and until this Agreement is terminated pursuant to its terms and conditions.

B. Final Approval

122. No later than 28 calendar days before the Final Approval Hearing, Class Counsel shall file a Motion for Final Approval of Class Settlement that seeks entry of a Final Approval Order and Final Judgment by the Court and which, in accordance with the terms of this Agreement, will:
- a. Find that this Agreement is entered into in good faith, is reasonable, fair and adequate, and is in the best interest of the Settlement Class Members;
 - b. Approve all payments contemplated under the Settlement set forth above;
 - c. Confirm the certification of the Settlement Class as defined above;
 - d. Release the Released Parties from the Released Claims of the Releasing Parties;
 - e. Dismiss this Action, with prejudice, upon the Effective Date;
 - f. Retain the Court's continuing and exclusive jurisdiction over the enforcement, interpretation, and applicability of the Settlement and power to enjoin all actions in any jurisdiction against the Released Parties as necessary to preserve the Court's jurisdiction; and

g. Make such orders as are necessary and appropriate to effectuate the terms and conditions of this Settlement Agreement.

123. The Court shall conduct a Final Approval Hearing so that the Court may review any objections to this Agreement, consider the fairness, reasonableness and adequacy of this Agreement and consider Plaintiffs' Motion for Final Approval and Fee Application. The date of the Final Approval Hearing shall be posted on the Settlement Website in advance of the hearing. If the date of the Final Approval Hearing is subsequently modified by the Court, no further notice is required to be published to Class Members, except that the Parties will notify any Class Member who has filed a timely Objection in writing of any change to the date of the Final Approval Hearing.

X. RELEASED CLAIMS

124. Upon the Effective Date, each of the Plaintiffs and each Class Member who has not validly and timely submitted a Request for Exclusion shall be deemed to release and forever discharge any and all Released Parties of and from liability of any kind or type whatsoever for any and all Released Claims, and shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim(s) against any Released Party in any court or forum. This Agreement shall be the sole and exclusive remedy available to the Releasing Parties for any and all Released Claims against the Released Parties. No Released Party shall be subject to liability or expense of any kind to any Releasing Party with respect to the Released Claims.

125. The Releasing Parties and Released Parties agree that they may hereafter discover facts in addition to or different from those they believe to be true with respect to the subject matter of this Agreement. The Releasing Parties and Released Parties agree that, notwithstanding

the discovery of the existence of any such additional or different facts that, if known, would materially affect its decision to enter into this Agreement, the releases herein given shall be and remain in effect as a full, final and complete general release of the Released Claims and the Releasing Parties and Released Parties shall not be entitled to modify or set aside this Agreement, either in whole or in part, by reason thereof. The Releasing Parties and Released Parties hereby waive and relinquish, to the fullest extent permitted by law, the rights and benefits of any statute which might otherwise render unenforceable a release contained in this Agreement.

126. With respect to all Released Claims, the Releasing Parties agree that they are expressly waiving and relinquishing to the fullest extent permitted by law (a) the provisions, rights and benefits conferred by Section 1542 of the California Civil Code, which provides: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY” and (b) any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, that is similar, comparable or equivalent to Section 1542 of the California Civil Code.

XI. TERMINATION AND EFFECT OF TERMINATION

127. Each Party shall have the right to terminate this Settlement Agreement if: (a) the Court denies preliminary approval of this Settlement; (b) the Court denies final approval of this Settlement; or (c) the Final Approval Order or Final Judgment do not become final by

reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving the Settlement on the terms set forth herein. If a Party elects to terminate this Settlement Agreement under this paragraph, that Party must provide written notice to the other Party's counsel, by hand delivery, mail, or e-mail within 10 calendar days of the occurrence of the condition permitting termination.

128. If the Settlement is not approved, the Parties shall meet and confer in good faith to try to effectuate the material terms of the Settlement and/or negotiate a different settlement, consistent with the Parties' desire and intent to resolve this Action. As part of this meet and confer process, the Parties shall seek the service of the Mediator, or another mediator as mutually agreed by the Parties, as necessary.
129. Nothing shall prevent Plaintiffs and/or Bigelow from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of Final Approval or other aspect of the Settlement.
130. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (a) this Settlement Agreement and all orders entered in connection therewith shall be rendered null and void; and (b) all Parties shall be deemed to have reverted to their respective status in the Action as of the date and time immediately preceding the execution of this Settlement Agreement and, except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed, except that the Parties shall not seek to recover from one another any attorneys' fees, costs, and expenses incurred in connection with this Settlement, including any

Settlement Notice and Administration Costs already incurred by the Settlement Administrator.

XII. NON-ADMISSION OF FAULT OR LIABILITY

131. This Agreement, whether or not consummated, and any communications exchanged or actions taken pursuant to or during the negotiation of this Agreement are for settlement purposes only. Neither the fact of nor the contents of this Agreement or its exhibits, nor any communications exchanged, nor actions taken, pursuant to or during the negotiation of this Agreement, shall constitute, be construed as, or be admissible in evidence as an admission of the validity of any claim asserted or fact alleged in this Action or of any wrongdoing, fault, violation of law or liability of any kind on the part of Bigelow.

XIII. MISCELLANEOUS

132. **Non-Admissibility.** This Agreement and all negotiations, correspondence and communications leading up to its execution, shall be deemed to be within the protection of Federal Rule of Evidence 408 and any analogous state or federal rules or principles. Neither this Agreement, nor any terms, conditions, contents or provisions hereof or exhibits hereto, nor any negotiations, correspondence or communications leading up to the execution of this Agreement, shall constitute a precedent or be admissible for any purpose in any proceeding; provided, however, that this Agreement shall be admissible in any proceeding related to the approval of this Agreement, to enforce any of its terms and conditions, to support or defend this Agreement in an appeal from an order granting or denying Final Approval, to enforce or assert a claim or defense of *res judicata*, *collateral estoppel*, claim preclusion, issue preclusion, settlement, release, merger and bar, or any similar claim or

defense against the Plaintiffs, any Class Member, or any third party, or in any proceeding involving Bigelow and any of its insurance carriers.

133. **Reservation of Rights.** This Settlement Agreement is made without prejudice to the right of the Parties to take any position in their prosecution or defense of the Action should this Agreement not be approved or implemented.
134. **Dispute Resolution.** If Plaintiffs or Class Counsel, on behalf of Plaintiffs or the Settlement Class, or Bigelow's Counsel, on behalf of Bigelow, at any time believe that the other Party has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of the alleged violation. The Parties shall meet and confer in good faith to resolve the dispute. If the Parties are unable to resolve their differences within 14 calendar days, either Party shall first contact the Mediator to try to resolve the dispute. If that proves unsuccessful, the Party may file an appropriate motion for enforcement with the Court.
135. **Non-Disparagement.** Class Counsel and Class Representatives agree not to disparage or otherwise take any action which could reasonably be expected to adversely affect the reputation of Bigelow. Bigelow and Bigelow's Counsel agree not to disparage or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of Class Counsel and Class Representatives.
136. **Authority to Execute.** The Parties warrant and represent that the Persons executing this Agreement are duly authorized to do so.
137. **Signatures.** This Agreement may be executed in one or more counterparts, by facsimile, PDF, electronic mail, or original signature, each of which shall be deemed an original against the Party whose signature is provided, and all of which shall be considered an original and together shall constitute one agreement binding on all Parties. The Parties

agree that a facsimile, PDF, or electronic signatures shall be as valid and enforceable as original ink signatures. The Parties further agree that they may use DocuSign, an electronic signature technology, to expedite the execution of this Agreement.

138. **Assignment of Claims.** The Parties warrant and represent that no claim or any portion of any claim referenced or released in this Agreement has been sold, assigned, conveyed, or otherwise transferred to any other entity or Person.
139. **Reading and Understanding.** The Parties warrant and represent that they have carefully read this Agreement, have consulted their attorneys regarding this Agreement, and fully understand and voluntarily accept the terms and conditions of this Agreement.
140. **Reliance on Own Judgment.** The Parties warrant and represent that they have relied upon their own judgment and that of their legal counsel regarding the sufficient and agreed upon consideration for this Agreement and that no statement or representation by any of the other Parties or their agents, employees, officers, directors or legal representatives influenced or induced them to execute this Agreement.
141. **Governing Law.** This Agreement shall be construed under and governed by the laws of the State of California, applied without regard to choice of law principles that may otherwise be applicable.
142. **Jurisdiction.** The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the resolution embodied in this Agreement and all orders and judgments entered in connection therewith. In granting Final Approval, the Court shall enjoin all actions in any

jurisdiction against the Released Parties involving the Released Claims as may be necessary to preserve the Court's jurisdiction.

143. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject of this Agreement and shall supersede any previous agreements, representations, communications and understandings among the Parties with respect to the subject matter of this Agreement.
144. **Joint Preparation.** This Agreement shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any of the Parties.
145. **Captions.** The captions used in this Agreement are for convenience and identification purposes only and are not part of this Agreement.
146. **Amendment or Modification.** This Agreement may not be changed, modified, or amended except in writing signed by all Parties (or their successors-in-interest) and approved by the Court. Notwithstanding the foregoing, however, the claims process set forth above may be modified by mutual agreement of the Parties without Court approval and the Parties may agree to reasonable extensions of time in which to accomplish the tasks required by the terms and conditions of this Agreement.
147. **Cooperation.** The Parties and their counsel agree to cooperate fully with one another and to use their best efforts to effectuate the Settlement, including without limitation in seeking preliminary and final Court approval of the Settlement embodied herein, carrying out the terms of this Settlement, and promptly agreeing upon and executing all such other documentation as may be reasonably required to obtain Final Approval by the Court of the Settlement.

148. **No Waiver.** The waiver of any term or condition or breach of this Agreement shall not be deemed to be a waiver of any other term or condition or breach of this Agreement and shall not be deemed to be a continuing waiver.

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APPROVED AND AGREED TO BY PLAINTIFFS

Signed by:
By: *Kimberly Banks*
80A2A933265342E...

Date: 9/1/2026

Kimberly Banks

By: _____

Date: _____

Carol Cantwell

APPROVED AND AGREED TO BY R.C. BIGELOW, INC.

By: _____

Date: _____

Title: _____

APPROVED AND AGREED TO BY PLAINTIFFS

By: _____

Date: _____

Kimberly Banks

By:  _____
9A705FC167BD431...

Date: 9/1/2026 _____

Carol Cantwell

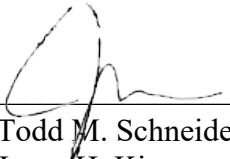
APPROVED AND AGREED TO BY R.C. BIGELOW, INC.

By: _____

Date: _____

Title: _____

APPROVED AS TO FORM, AS TO ALL OBLIGATIONS BY CLASS COUNSEL, AND AS
TO PARAGRAPHS 40 AND 135 BY CLASS COUNSEL

By: 

Todd M. Schneider
Jason H. Kim

Date: 09/01/2026

Schneider Wallace Cottrell Kim LLP

By: _____

Date: _____

Aubry Wand

The Wand Law Firm, P.C.

APPROVED AS TO FORM AND AS TO PARAGRAPHS 40 AND 135 BY BIGELOW'S
COUNSEL

By: _____

Date: _____

Timothy K. Branson
Patrick J. Mulkern

Gordon Rees Scully Mansukhani, LLP

APPROVED AS TO FORM, AS TO ALL OBLIGATIONS BY CLASS COUNSEL, AND AS
TO PARAGRAPHS 40 AND 135 BY CLASS COUNSEL

By: _____

Todd M. Schneider
Jason H. Kim

Schneider Wallace Cottrell Kim LLP

Date: _____

By:  _____

Aubry Wand

The Wand Law Firm, P.C.

Date: September 1, 2026

APPROVED AS TO FORM AND AS TO PARAGRAPHS 40 AND 135 BY BIGELOW'S
COUNSEL

By: _____

Timothy K. Branson
Patrick J. Mulkern

Gordon Rees Scully Mansukhani, LLP

Date: _____

APPROVED AND AGREED TO BY PLAINTIFFS

By: _____

Date: _____

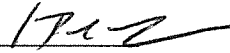
Kimberly Banks

By: _____

Date: _____

Carol Cantwell

APPROVED AND AGREED TO BY R.C. BIGELOW, INC.

By: Paul Schenfeld 

Date: 9-2-2026

Title: CFO

APPROVED AS TO FORM, AS TO ALL OBLIGATIONS BY CLASS COUNSEL, AND AS
TO PARAGRAPHS 40 AND 135 BY CLASS COUNSEL

By: _____ Date: _____
Todd M. Schneider
Jason H. Kim

Schneider Wallace Cottrell Kim LLP

By: _____ Date: _____
Aubry Wand

The Wand Law Firm, P.C.

APPROVED AS TO FORM AND AS TO PARAGRAPHS 40 AND 135 BY BIGELOW'S
COUNSEL

By:  _____ Date: September 2, 2026
Timothy K. Branson
Patrick J. Mulkern

Gordon Rees Scully Mansukhani, LLP

Exhibit 1

United States District Court for the Central District of California

Banks, et al. v. R.C. Bigelow, Inc., Case No. 2:20-cv-06208-SVW (RAOx)

ELECTRONIC CLAIM FORM AND INSTRUCTIONS

If you purchased one or more Bigelow Tea Products* at a retail store in California at any time from October 17, 2017 to July 31, 2023, you can complete this Claim Form to be eligible to receive a cash payment under the Settlement.

*Bigelow Tea Products include any 18/20 count box of Bigelow Earl Grey Black Tea Caffeine, Green Tea Caffeine, Constant Comment Black Tea Caffeine, Green Lemon Tea Caffeine, Vanilla Chai Black Tea Caffeine, English Tea Time Black Tea Caffeine, Spiced Chai Black Tea Caffeine, French Vanilla Black Tea Caffeine, or Vanilla Caramel Black Tea Caffeine, labeled as “Manufactured in the USA 100% American Family Owned.”

Please click [here](#) or visit the settlement website at www.teaclassaction.com for more information.

Claim Forms must be completed and submitted by no later than **[Insert Claim Deadline]**.

SECTION 1: CLAIMANT INFORMATION

First Name M.I. Last Name

Street Address

City State Zip Code

Email Address @

(____) ____ - ____
Phone Number

SECTION 2: CLAIM AND POTENTIAL CASH BENEFIT

You have two options for filing your Claim. If you do not have Proof of Purchase, you may choose **Option A**. If you have Proof of Purchase, you may choose **Option B**.

- Under **Option A**, you can receive \$0.50 per Bigelow Tea Product purchased, **up to \$10** depending on the number of products you purchased.
- Under **Option B**, you can receive \$0.50 per Bigelow Tea Product purchased, **up to \$20** depending on the number of products you purchased.

If you select this Option, please provide how many units of each category of Bigelow Tea Product(s) you purchased between October 17, 2017 to July 31, 2023 at a retail store in California.

Product	Number of Boxes Purchased
Bigelow Earl Grey Black Tea Caffeine	
Green Tea Caffeine	
Constant Comment Black Tea Caffeine	
Green Lemon Tea Caffeine	
Vanilla Chai Black Tea Caffeine	
English Tea Time Black Tea Caffeine	
Spiced Chai Black Tea Caffeine	
French Vanilla Black Tea Caffeine	
Vanilla Caramel Black Tea Caffeine	

Total: \$ [automatically calculated based on selected number; capped at \$10]

☐ **Option B: I purchased Bigelow Tea Products, and I do have Proof of Purchase.**

If you select this option, please attach or upload your Proof(s) of Purchase, which can be any receipt, copies of receipts, paid invoice, or other similar types of documentation showing your purchase of Bigelow Tea Product(s) between October 17, 2017 to July 31, 2023 at a retail store in California.

Product	Number of Boxes Purchased
Bigelow Earl Grey Black Tea Caffeine	
Green Tea Caffeine	
Constant Comment Black Tea Caffeine	
Green Lemon Tea Caffeine	
Vanilla Chai Black Tea Caffeine	
English Tea Time Black Tea Caffeine	
Spiced Chai Black Tea Caffeine	
French Vanilla Black Tea Caffeine	
Vanilla Caramel Black Tea Caffeine	

Total: \$ [automatically calculated based on selected number; capped at \$20]

[ATTACH PROOF OF PURCHASE HERE]

SECTION 3: MARK THE BOX STATING YOUR PREFERRED METHOD OF PAYMENT

Electronic Payment:

Please double-check the **email address** you provided at the top of this form is correct and current.

- ☐ Electronic Payment via Zelle
- ☐ Electronic Payment via Venmo
- ☐ Electronic Payment via PayPal

Please double-check the **mailing address** you provided at the top of this form is correct and current.

☐ Payment via a paper check

SECTION 4: SIGN AND DATE THE AFFIRMATION BELOW

I hereby affirm, under penalty of perjury under the laws of the United States of America, each of the following:

- I personally purchased the Bigelow Tea Products listed above.
- I understand that by not opting out of the Settlement, I have given a complete Release of all Released Claims.
- The information provided in this Claim Form is true and correct to the best of my knowledge.

Signature

Date

Unique ID (this is only applicable if you received a notice via mail or email)

SECTION 5: REMINDER CHECKLIST

1. Please sign the above Claim Form and complete all of the information requested above.
2. If filing under Option B, attach or upload a copy of your Proof(s) of Purchase.
3. Keep a copy of your Claim Form and supporting documentation for your records.

ACCURATE CLAIMS PROCESSING TAKES TIME. THANK YOU FOR YOUR PATIENCE.

Exhibit 2

United States District Court for the Central District of California

Banks, et al. v. R.C. Bigelow, Inc., Case No. 2:20-cv-06208-SVW (RAOx)

PAPER CLAIM FORM AND INSTRUCTIONS

If you purchased one or more Bigelow Tea Products* at a retail store in California at any time from October 17, 2017 to July 31, 2023, you can complete this Claim Form to be eligible to receive a cash payment under the Settlement. **The easiest way to file a claim is online at www.TeaClassAction.com.**

*Bigelow Tea Products include any 18/20 count box of Bigelow Earl Grey Black Tea Caffeine, Green Tea Caffeine, Constant Comment Black Tea Caffeine, Green Lemon Tea Caffeine, Vanilla Chai Black Tea Caffeine, English Tea Time Black Tea Caffeine, Spiced Chai Black Tea Caffeine, French Vanilla Black Tea Caffeine, or Vanilla Caramel Black Tea Caffeine, labeled as “Manufactured in the USA 100% American Family Owned.”

Paper Claim Forms must be completed and submitted by U.S. mail, postmarked no later than **Insert Claim Deadline** to the following:

Tea Class Action
JND Legal Administration
P.O. Box 91307
Seattle, WA, 98111

NOTE: If you wish to receive payment electronically (via Zelle, Venmo, or PayPal), you **must** complete the Claim Form online at www.teaclassaction.com.

SECTION 1: CLAIMANT INFORMATION

First Name M.I. Last Name

Street Address

City State Zip Code

Email Address @

(____) _____ - _____
Phone Number

SECTION 2: CLAIM AND POTENTIAL CASH BENEFIT

You have two options for filing your Claim. If you do not have Proof of Purchase, you may choose **Option A**. If you have Proof of Purchase, you may choose **Option B**.

- Under **Option A**, you can receive \$0.50 per Bigelow Tea Product purchased, **up to \$10** depending on the number of products you purchased.
- Under **Option B**, you can receive \$0.50 per Bigelow Tea Product purchased, **up to \$20** depending on the number

☐ **Option A: I purchased Bigelow Tea Product(s), but I do not have Proof of Purchase.**

If you select this Option, please provide how many units of each category of Bigelow Tea Product(s) you purchased between October 17, 2017 to July 31, 2023 at a retail store in California. **NOTE:** You can only claim up to \$10 (20 total purchases).

Product	Number of Boxes Purchased
Bigelow Earl Grey Black Tea Caffeine	
Green Tea Caffeine	
Constant Comment Black Tea Caffeine	
Green Lemon Tea Caffeine	
Vanilla Chai Black Tea Caffeine	
English Tea Time Black Tea Caffeine	
Spiced Chai Black Tea Caffeine	
French Vanilla Black Tea Caffeine	
Vanilla Caramel Black Tea Caffeine	

☐ **Option B: I purchased Bigelow Tea Products, and I do have Proof of Purchase.**

If you select this option, please include your Proof of Purchase, which can be any receipt, copies of receipts, paid invoice, or other similar types of documentation showing your purchase of any Bigelow Tea Product at a retail store in California from October 17, 2017 to July 31, 2023. **NOTE:** You can only claim up to \$20 (40 total purchases), and you must have Proof of Purchase for each purchase claimed.

Product	Number of Boxes Purchased
Bigelow Earl Grey Black Tea Caffeine	
Green Tea Caffeine	
Constant Comment Black Tea Caffeine	
Green Lemon Tea Caffeine	
Vanilla Chai Black Tea Caffeine	
English Tea Time Black Tea Caffeine	
Spiced Chai Black Tea Caffeine	
French Vanilla Black Tea Caffeine	
Vanilla Caramel Black Tea Caffeine	

SECTION 3: MARK THE BOX STATING YOUR PREFERRED METHOD OF PAYMENT

NOTE: You will receive payment via a paper check.

Please double-check the **mailing address** you provided at the top of this form is correct and current.

If you wish to receive payment electronically (via Zelle, Venmo, or PayPal), you **must** complete the Claim Form online at www.TeaClassAction.com.

SECTION 4: SIGN AND DATE THE AFFIRMATION BELOW

I hereby affirm, under penalty of perjury under the laws of the United States of America, each of the following:

- I personally purchased the Bigelow Tea Products listed above.

- I understand that by not opting out of the Settlement, I have given a complete Release of all Released Claims.
- The information provided in this Claim Form is true and correct to the best of my knowledge.

Signature

Date

Unique ID (this is only applicable if you received a notice via mail or email)

SECTION 5: REMINDER CHECKLIST

1. Please sign the above Claim Form and complete all of the information requested above.
2. If filing under Option B, attach or upload a copy of your Proof(s) of Purchase.
3. Keep a copy of your Claim Form and supporting documentation for your records.

ACCURATE CLAIMS PROCESSING TAKES TIME. THANK YOU FOR YOUR PATIENCE.

Exhibit 3

From: noreply
To:
Subject: Notice of Settlement Regarding Bigelow Tea Products

**If You Purchased Bigelow Tea Products* in California,
You May Be Eligible to Receive Up to \$20 from a Class Action Settlement**
Click [here](#) [Settlement Website URL hyperlink] to submit a Claim

UNIQUE ID:	XXXXXXXXXXXX
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A federal court authorized this Notice. This is not a solicitation from a lawyer.

The Court has preliminarily approved a proposed Settlement in *Banks, et al. v. R.C. Bigelow, Inc.*, Case No. 2:20-cv-06208-SVW (RAOx), a class action lawsuit alleging that R.C. Bigelow, Inc. (“Bigelow”) falsely and deceptively advertised certain of its tea products as Manufactured in the USA. Bigelow denies the allegations. The Parties have agreed to settle the lawsuit to avoid the uncertainties, expenses and expenditure of resources associated with further litigation.

If you purchased any Bigelow Tea Product* at a retail store in California at any time from October 17, 2017 to July 31, 2023, you may be entitled to a monetary payment as part of the Settlement.

*Bigelow Tea Products include any 18/20 count box of Bigelow Earl Grey Black Tea Caffeine, Green Tea Caffeine, Constant Comment Black Tea Caffeine, Green Lemon Tea Caffeine, Vanilla Chai Black Tea Caffeine, English Tea Time Black Tea Caffeine, Spiced Chai Black Tea Caffeine, French Vanilla Black Tea Caffeine, or Vanilla Caramel Black Tea Caffeine, labeled as “Manufactured in the USA 100% American Family Owned.”

To receive a monetary payment, you must submit a Claim Form by [Insert Claim Deadline]. Claim Forms can be found [here](#) or at www.teaclassaction.com or can be requested by calling 1-844-566-0049.

If you do not want to be bound by the Settlement, you must submit a written Request for Exclusion. If you properly exclude yourself, you cannot get a payment, but you keep the right to sue Bigelow for the claims alleged in the lawsuit. Any Request for Exclusion must be emailed to info@TeaClassAction.com (either as an attachment or in the body of the email) or mailed and postmarked to Tea Class Action – Exclusions, c/o JND Legal Administration, P.O. Box 91307, Seattle, WA, 98111 by [Insert Objection/Exclusion Deadline].

You can also object to the Settlement. An objection is a written statement explaining why you do not think the Settlement is fair. Any objection must be filed with the Court by [Insert Objection/Exclusion Deadline]. You cannot object if you exclude yourself from the Settlement.

If you do nothing, you will not get a monetary payment and you will give up your right to sue Bigelow separately for the same legal claims in this lawsuit.

The Court will hold a final approval hearing on [] in Courtroom 10A of the Felicitas and Gonzalo Mendez United States Courthouse, located at 350 West 1st Street, Los Angeles, CA 90012, to determine whether to approve the Settlement, whether to award attorneys’ fees, costs, and class representative service awards, and in what amount, and to consider any objections. The Court appointed The Wand Law Firm and Schneider Wallace Cottrell Kim LLP to represent the Class as Class Counsel. You will not be charged for Class Counsel. If you wish, you may ask to appear at the final approval hearing, on your own behalf or through your counsel, at your own expense.

This Notice summarizes the Settlement. If you have questions, please see the Settlement Agreement, and other documents and information, available at www.teaclassaction.com; contact Class Counsel whose contact information can be found at www.teaclassaction.com; contact the Settlement Administrator at 1-844-566-0049;

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT
THIS SETTLEMENT OR THE CLAIM PROCESS

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

Exhibit 4

United States District Court for the Central District of California
Banks, et al. v. R.C. Bigelow, Inc., Case No. 2:20-cv-06208-SVW (RAOx)

If You Purchased Bigelow Tea Products* in California, You May Be Eligible to Receive Payment from a Class Action Settlement

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

- A proposed Settlement has been reached in a class action lawsuit called *Banks, et al. v. R.C. Bigelow, Inc.*, Case No. 2:20-cv-06208-SVW (RAOx). The lawsuit alleges that Defendant R.C. Bigelow, Inc. (“Bigelow”) falsely and deceptively advertised certain of its tea products as Manufactured in the USA. Bigelow denies the allegations in the lawsuit. The Parties have agreed to settle the lawsuit to avoid the uncertainties, expenses and expenditure of resources associated with further litigation. For instructions on how to view the Settlement Agreement, please see question 16.
- This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. Judge Stephen V. Wilson of the United States District Court for the Central District of California is overseeing the Settlement.
- You are eligible to participate in this Settlement if you purchased any Bigelow Tea Product* at a retail store in California from October 17, 2017 to July 31, 2023.
- *Bigelow Tea Products include any 18/20 count box of Bigelow Earl Grey Black Tea Caffeine, Green Tea Caffeine, Constant Comment Black Tea Caffeine, Green Lemon Tea Caffeine, Vanilla Chai Black Tea Caffeine, English Tea Time Black Tea Caffeine, Spiced Chai Black Tea Caffeine, French Vanilla Black Tea Caffeine, or Vanilla Caramel Black Tea Caffeine, labeled as “Manufactured in the USA 100% American Family Owned.”
- To receive payment under the Settlement, you must submit a timely and valid Claim Form. Class Members who do not exclude themselves from the Settlement will be bound by the Settlement even if they do not submit a Claim Form.
- Class Members who submit timely and valid Claim Forms **with** Proof of Purchase are eligible to receive a payment of **up to \$20**, depending on the number of Bigelow Tea Products purchased.
- Class Members who submit timely and valid Claim Forms **without** Proof of Purchase are eligible to receive a payment of **up to \$10**, depending on the number of Bigelow Tea Products purchased.
- The Parties have further agreed that Bigelow will pay the costs of class notice and to administer this Settlement, reasonable attorneys’ fees and costs, and a service award to the two Plaintiffs, subject to the terms of the Settlement Agreement.

**Questions? Visit www.TeaClassAction.com
or contact the Settlement Administrator at 1-844-566-0049**

**Please read this Notice carefully and in its entirety.
Your rights may be affected by the proposed Settlement of this lawsuit,
and you have a choice to make now about how to act:**

YOUR LEGAL RIGHTS AND OPTIONS	
SUBMIT A CLAIM FORM BY [DATE]	This is the only way to receive a monetary payment from the Settlement. Claim Forms must be submitted by [date]. For more details about the claim process, please see question 7 below.
EXCLUDE YOURSELF FROM THE CLASS BY [DATE]	If you request to be excluded from the Settlement, you will not be eligible to receive the monetary payment, but this is the only option that will allow you to keep your right to sue Bigelow about the same legal claims in this lawsuit. Requests for Exclusion must be submitted by [date]. For more details about excluding yourself from the Settlement, please see question 9 below.
OBJECT BY [DATE]	You may write to the Court to object to the proposed Settlement. You must remain in the Settlement (i.e., not exclude yourself) in order to object to the Settlement. Objections must be filed with the Court by [date]. For more details about objecting to the Settlement, please see question 10 below.
ATTEND THE FINAL APPROVAL HEARING ON [DATE]	You may ask to speak in Court about the fairness of the Settlement at the final approval hearing. Written notice of your intent to appear at the final approval hearing in the lawsuit must be filed with your Objection by [date]. You may enter your appearance in Court through an attorney at your own expense if you so desire. For more details about attending the final approval hearing, please see questions 10, 14, and 15 below.
DO NOTHING	By doing nothing, you will not receive any monetary payment, and you will also give up any rights to sue Bigelow separately about the same legal claims in this lawsuit.

- Your rights and options – **and the deadlines to exercise them** – are further explained in this Notice.
- The Court in charge of this case still must decide whether to approve the Settlement. The Settlement Benefit (i.e., the monetary payments described herein) will be made available if the Court finally approves the Settlement, and after any appeals are resolved, if they are resolved in favor of settlement approval.
- If you have any questions, please visit www.TeaClassAction.com or contact Class Counsel, or the Settlement Administrator, listed in question 16 below.

**Questions? Visit www.TeaClassAction.com
or contact the Settlement Administrator at 1-844-566-0049**

BASIC INFORMATION

1. Why did I get this Notice?

If you purchased any Bigelow Tea Products from October 17, 2017 to July 31, 2023 at a retail store in California, you may be a Settlement Class Member. If you previously received Notice of this Settlement by e-mail, you have been identified from available records as a possible purchaser of the Bigelow Tea Products at issue in the lawsuit. You also may have received this Notice because you requested more information after reading the Settlement Website or other Notice. If the Court approves the Settlement, and if objections and all appeals are resolved in favor of settlement approval, JND, the settlement administrator, will oversee the distribution of the Settlement Benefits. You can follow the progress of the Settlement on the settlement website www.TeaClassAction.com.

2. What is this class action lawsuit about?

The persons who sued are called the Plaintiffs, and the company they sued, R.C. Bigelow, Inc., is called the Defendant or “Bigelow.” Plaintiffs and Bigelow are collectively referred to as “the Parties.” Plaintiffs brought this lawsuit on behalf of all other consumers in California who similarly purchased Bigelow Tea Products at a retail store in California at any time from October 17, 2017 to July 31, 2023 (“Class Members”). This lawsuit alleges that the Bigelow Tea Products were falsely and deceptively advertised as Manufactured in the USA.

On April 8, 2025, a jury found that Bigelow violated California’s Consumer Legal Remedies Act, breached an express warranty, made a false representation, and awarded \$2,360,744 to Plaintiffs and the Class. The Court entered Judgment and Bigelow appealed.

Bigelow continues to deny the allegations, but the Parties have agreed to settle the lawsuit to avoid the uncertainties, expenses and expenditure of resources associated with ongoing litigation.

3. Am I part of the Class?

If you purchased any Bigelow Tea Products at a retail store in California from October 17, 2017 to July 31, 2023, you may be a Settlement Class Member.

“Bigelow Tea Products” include any 18/20 count box of Bigelow Earl Grey Black Tea Caffeine, Green Tea Caffeine, Constant Comment Black Tea Caffeine, Green Lemon Tea Caffeine, Vanilla Chai Black Tea Caffeine, English Tea Time Black Tea Caffeine, Spiced Chai Black Tea Caffeine, French Vanilla Black Tea Caffeine, or Vanilla Caramel Black Tea Caffeine, labeled as “Manufactured in the USA 100% American Family Owned.”

You are **not** a member of the Settlement Class if: (a) you timely and properly exclude yourself from this Settlement, explained in Question 9 below, (b) you are a distributor or retailer of Bigelow Tea Products, (c) you are a member of the Court or its staff, (d) you are the Mediator or his staff, or (e) you are counsel of record for the Parties or their immediate family members.

Questions? Visit www.TeaClassAction.com
or contact the Settlement Administrator at 1-844-566-0049

THE SETTLEMENT BENEFITS

4. What does the Settlement provide?

The Settlement provides monetary compensation to Class Members who submit valid and timely Claim Forms.

Class Members who submit a timely and valid Claim Form **with** Proof of Purchase can recover up to \$20, depending on the number of eligible Bigelow Tea Products purchased.

Class Members who submit a timely and valid Claim Form **without** Proof of Purchase can recover up to \$10, depending on the number of eligible Bigelow Tea Products purchased.

“Proof of Purchase” means a receipt, copies of receipts, paid invoice, or other similar types of documentation evidencing your purchase of Bigelow Tea Products at a retail store in California at any time from October 17, 2017 to July 31, 2023.

Class Members residing in the same Household (i.e., the same mailing address) who each submit a Claim Form will only be entitled to a collective maximum payment of \$10 or \$20 per Household, depending on whether Proof of Purchase is submitted.

If the aggregate total monetary value of valid Claim Forms submitted by all Class Members exceeds the Class Judgment Amount of \$2,548,187, your Settlement Benefit will be reduced *pro rata*, based on the number of qualifying purchases.

If the aggregate total monetary value of valid Claim Forms submitted by all Class Members is less than the Class Judgment Amount of \$2,548,187, your Settlement Benefit will be increased *pro rata*, based on the number of qualifying purchases, up to a maximum of \$20 if you submitted a valid Claim under Option A, and up to a maximum of \$40 if you submitted a valid Claim under Option B.

The Class Judgment Amount is the amount the jury awarded to the Class (\$2,360,744) plus \$187,443, which represents two years of post-judgment interest at a rate of 3.97% (the rate in effect during the week of the jury verdict).

5. What happens to any unclaimed funds?

Your Settlement Benefit will be issued to you in the form of a paper check or electronic payment—whichever method you select on the Claim Form. Settlement Class Members have 30 days to accept electronic payment via PayPal, pursuant to PayPal’s procedures and they have 90 days from the date of issuance to cash their checks. Any funds for which Class Members fail to take custody within these timeframes are considered Unclaimed Settlement Benefits and will be paid to Feeding America, a non-profit organization that advocates against hunger, or the Consumer Federation of California, a non-profit organization that advocates for consumers (subject to the Court’s final approval). Neither the Parties nor their counsel have any interest in the governance or work of Feeding America or the Consumer Federation of California.

6. When will I get my monetary payment?

The hearing to consider the fairness of the Settlement is scheduled for [Insert Final Approval Hearing Date]. If the Court approves the Settlement, and you submit a timely and valid Claim Form, you will receive payment within approximately 45 days after the Settlement has been finally approved and/or after any appeals process is complete approving the Settlement.

HOW TO GET THE SETTLEMENT BENEFITS

7. How do I get my monetary payment?

If you are a Class Member and want to receive payment under the Settlement, you *must* complete and submit a Claim Form. Claims Forms can be found and submitted through the Settlement Website www.TeaClassAction.com no later than [Insert Claims Deadline] or they can be mailed and postmarked to Tea Class Action, c/o JND Legal Administration, P.O. Box 91307, Seattle, WA, 98111 no later than [Insert Claims Deadline].

To submit a Claim Form online or to request a paper copy, go to www.TeaClassAction.com or call toll free, 1-844-566-0049.

YOUR RIGHTS AND OPTIONS

8. What happens if I do nothing at all?

If you do nothing, then you will remain in the Settlement Class and will not receive any payment from this Settlement. If the Court approves the Settlement, you will be bound by its terms, you will no longer have the ability to sue Bigelow with respect to the claims that are the subject of the lawsuit, and your claims will be released and dismissed.

The Settlement Agreement describes the released claims in more detail, so please read it carefully. If you have any questions, you can contact the lawyers listed in question 16 for free to discuss, or you can talk to another lawyer of your own choosing.

9. How do I exclude myself from the Settlement?

If you exclude yourself from the Settlement – which is sometimes called “opting-out” – you will not get any money from the Settlement. However, you will not release any rights you may have to separately sue or continue to sue Bigelow for the legal claims that are the subject of the lawsuit.

To exclude yourself from the Settlement, you must submit a valid and timely Request for Exclusion to the Settlement Administrator. In order to be valid, your Request for Exclusion must:

- state that you “want to be excluded from the Settlement in *Banks, et al. v. R.C. Bigelow, Inc.*, Case No. 2:20-cv-06208-SVW (RAOx)” or contain similar words that make clear your intention to be excluded from the Settlement;
- include your name, current address, and telephone number; and

Questions? Visit www.TeaClassAction.com
or contact the Settlement Administrator at 1-844-566-0049

- be signed and dated by you personally.

To be timely, your request for exclusion must be submitted by **[Insert Objection/Exclusion Deadline]** via email to info@TeaClassAction.com or by U.S. Mail, postmarked on or before that date, to the following address:

Tea Class Action – Exclusions
c/o JND Legal Administration
P.O. Box 91307
Seattle, WA 98111

10. How do I object to the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not think it is fair. The Court will consider your views. However, you cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If this is what you want to happen, you can object.

To validly object, the Objection must contain:

- a statement that identifies it as “Objection to Class Settlement in “*Banks v. R.C. Bigelow, Inc.*, No. 2:20-cv-06208-SVW (RAOx)” or similar words that make clear your intention to object;
- your name, address, telephone number, and, if available, email address, and if represented by counsel, the foregoing information for your counsel;
- information sufficient to establish your standing as a Class Member (e.g., Proof of Purchase or verification under penalty of perjury as to your purchase of a Class Product);
- a clear and concise statement of the factual and legal grounds for the Objection;
- whether the Objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- whether you or your counsel intend to appear at the Final Approval Hearing; and
- your signature, in addition to the signature of your attorney, if any.

You must submit your written objection to the Court, by either (1) mailing it to the Class Action Clerk, United States District Court for the Central District of California, 350 West 1st Street, Los Angeles, CA 90012; or (2) filing it in person at any location of the United States District Court for the Central District of California or via the ECF electronic filing system. The Objection must be submitted by **[Objection/Exclusion Deadline]**.

11. What is the difference between objecting and excluding myself from the Settlement?

Objecting means telling the Court that you disagree with something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement means that you do not want to be part of the Settlement Class. If you exclude yourself, then you have no basis to object to the Settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court appointed the law firms of The Wand Law Firm, P.C. and Schneider Wallace Cottrell Kim LLP to represent Class Members as “Class Counsel.” Class Counsel believe, after conducting an extensive investigation, that the Settlement is fair, reasonable, and in the best interests of the Class Members. You will not be charged for these lawyers. If you want to be represented by a different lawyer in this case, you may hire one at your own expense. If you have any questions about the Settlement, you can contact Class Counsel at the contact information listed in question 16.

13. How will the lawyers be paid?

Separate and apart from the monetary benefit to be paid to the Class Members, Class Counsel may submit a Fee Application seeking the following, subject to Court approval: (a) \$2,746,451 in attorneys’ fees and \$653,756 in litigation expenses, (b) payment of \$25,000 to each of the two Plaintiffs in recognition of their efforts on behalf of the Class, which included testifying at trial, for a total of \$50,000, and (c) payment of up to \$501,605.90 to the Settlement Administrator for the costs of providing notice and administering the settlement.

THE COURT’S FINAL APPROVAL HEARING FOR THE SETTLEMENT

14. Where and when will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at [time] on [date] in Courtroom 10A of the Felicitas and Gonzalo Mendez United States Courthouse, located at 350 West 1st Street, Los Angeles, CA 90012. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider Class Counsel’s request for attorneys’ fees and costs; and to consider the request for the Class Representative Services Awards for the Plaintiffs. At that hearing, the Court will be available to hear any Objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so please check www.TeaClassAction.com or call 1-844-566-0049 from time to time. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the time and date of such

**Questions? Visit www.TeaClassAction.com
or contact the Settlement Administrator at 1-844-566-0049**

hearing.

15. Do I have to come to the Final Approval Hearing?

No. You do not need to attend the Final Approval Hearing in order to receive payment under the Settlement. Class Counsel will answer any questions the Court may have on behalf of the Settlement Class Members. But you are welcome to attend the Final Approval Hearing at your own expense. If you submit an Objection, you do not have to come to Court to talk about it. If you submitted your Objection on time, the Court will consider it. You may also pay to have another lawyer attend on your behalf, but that is not required.

You, or any lawyer you hire, may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your Objection to the Settlement a statement saying that it is your intent to appear at the Final Approval Hearing. Your Objection and notice of intent to appear must be filed with the Court or postmarked no later than **[Objection/Exclusion Deadline]**.

GETTING MORE INFORMATION

16. Are more details available?

Yes. This Notice summarizes the Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.TeaClassAction.com; contact Class Counsel at the information listed below; or access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov>. You can also call the Settlement Administrator at 1-844-566-0049.

Class Counsel Contact Information

**SCHNEIDER WALLACE COTTRELL
KIM LLP**

Jason H. Kim
2000 Powell Street, Suite 1400
Emeryville, CA 94608
Telephone: (415) 421-7100

THE WAND LAW FIRM, P.C.

Aubry Wand
100 Oceangate, Suite 1200
Long Beach, CA 90802
Telephone: (310) 590-4503

Email: bigelowsettlement@gmail.com

**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO
INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS**

**Questions? Visit www.TeaClassAction.com
or contact the Settlement Administrator at 1-844-566-0049**

Exhibit 5

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11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA
13 WESTERN DIVISION
14

15 KIMBERLY BANKS and CAROL
16 CANTWELL, individually, and on
behalf of all others similarly situated,

17 Plaintiffs,

18 v.

19 R.C. BIGELOW, INC., a corporation;
20 and DOES 1 through 10, inclusive,

21 Defendants.
22
23
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25
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CASE NO.: 2:20-cv-06208-SVW
(RAOx)

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 Plaintiffs Kimberly Banks and Carol Cantwell (“Plaintiffs”) and Defendant
2 R.C. Bigelow, Inc. (“Defendant” or “Bigelow”) have entered into a Settlement
3 Agreement, which, together with the exhibits attached thereto, sets forth the terms
4 and conditions for a proposed settlement and dismissal of the Action with prejudice
5 as to Bigelow upon the terms and conditions set forth therein (the “Settlement
6 Agreement”).

7 The Court has before it Plaintiffs’ Unopposed Motion for Preliminary
8 Approval of Class Action Settlement (“Motion”). After reviewing the Motion, the
9 Settlement Agreement and exhibits thereto, and good cause appearing, the Court
10 hereby grants the Motion.

11 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

12 1. Terms and phrases in this Order shall have the same meaning as
13 ascribed to them in the Settlement Agreement, unless otherwise defined herein.

14 2. Plaintiffs, with Bigelow’s consent, have moved the Court for an order
15 approving the Settlement of the Action in accordance with the Settlement
16 Agreement, which, together with the documents incorporated therein, sets forth the
17 terms and conditions for a proposed settlement and dismissal of the Action with
18 prejudice, and the Court having read and considered the Settlement Agreement and
19 having heard the Parties, hereby preliminarily approves the Settlement subject to the
20 Final Approval Hearing referred to in Paragraph 24 of this Order.

21 3. The Court has jurisdiction over the subject matter of this Action and
22 over all Parties to the Action.

23 4. The Court finds that, subject to the Final Approval Hearing, the
24 Settlement Agreement is fair, reasonable, and adequate, within the range of possible
25 approval, and in the best interests of the Settlement Class defined below. The Court
26 further finds that the Settlement Agreement substantially fulfills the purposes and
27 objectives of the class action and provides substantial relief to the Class without the
28 risks, burdens, costs, or delay associated with continued litigation. The Court also

1 finds that the Settlement Agreement: (a) is the result of arm's-length negotiations
2 between experienced class action attorneys; (b) is sufficient to warrant notice of the
3 Settlement and the Final Approval Hearing to be disseminated to the Settlement
4 Class; (c) meets all applicable requirements of law, including Federal Rule of Civil
5 Procedure 23 and the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, and
6 the U.S. Constitution; and (d) is not a finding or admission of liability by Bigelow or
7 any other person(s), nor a finding on the merits of any claims asserted in the Action.

8 **Certification of the Settlement Class**

9 5. The Court previously certified a Class. ECF No. 83. The Court now
10 reaffirms its class certification determination in the context of the Parties'
11 settlement.

12 6. For purposes of settlement: (a) Aubry Wand of the Wand Law Firm,
13 P.C. and Todd M. Schneider and Jason H. Kim of Schneider Wallace Cottrell Kim
14 LLP are appointed Class Counsel for the Settlement Class; and (b) Plaintiffs are
15 appointed Class Representatives for the Settlement Class. The Court finds that these
16 attorneys are competent and capable of exercising the responsibilities of Settlement
17 Class Counsel and that Plaintiffs will adequately protect the interests of the
18 Settlement Class defined below.

19 7. For purposes of settlement, the Court conditionally certifies the
20 following Settlement Class as defined in the Settlement Agreement:

21 All natural persons who purchased at least one 18/20 count box of Bigelow
22 Earl Grey Black Tea Caffeine, Green Tea Caffeine, Constant Comment Black
23 Tea Caffeine, Green Lemon Tea Caffeine, Vanilla Chai Black Tea Caffeine,
24 English Tea Time Black Tea Caffeine, Spiced Chai Black Tea Caffeine,
25 French Vanilla Black Tea Caffeine, or Vanilla Caramel Black Tea Caffeine,
26 labeled as "Manufactured in the USA 100% American Family Owned," at a
retail store in the state of California, at any time from October 17, 2017 to
July 31, 2023.

27 Excluded from the Settlement Class are: (a) Bigelow and Released Parties, (b)
28 distributors and retailers of the Class Products, (c) the Court and its staff, (d)

1 the Mediator and his staff, (e) counsel of record for the Parties and their
2 immediate family members, and (f) all Persons who timely and properly
3 exclude themselves from the Settlement Class.

4 8. The Court finds, subject to the Final Approval Hearing referred to in
5 Paragraph 24 below, that, within the context of and for the purposes of settlement,
6 the Settlement Class satisfies the requirements of Rule 23 of the Federal Rules of
7 Civil Procedure in that: (a) the Settlement Class is so numerous that joinder of all
8 members is impracticable; (b) there are questions of fact and law common to the
9 Settlement Class; (c) the claims of the Class Representatives are typical of the
10 claims of the members of the Settlement Class; (d) the Class Representatives and
11 Class Counsel will fairly and adequately protect the interests of the members of the
12 Settlement Class; (d) common questions of law or fact predominate over questions
13 affecting individual members; and (e) a class action is a superior method for fairly
14 and efficiently adjudicating the Action.

15 **Notice and Administration**

16 9. The Court approves the Notice Plan set forth in the Settlement
17 Agreement, and finds that it is reasonably calculated to, under all circumstances,
18 apprise members of the Settlement Class of the pendency of this Action, the terms
19 of the Settlement, and the right to object to the Settlement and to exclude themselves
20 from the Settlement Class. The Court also finds that the Notice Plan is the best
21 notice practicable under the circumstances and that it complies fully with the
22 requirements of the Federal Rules of Civil Procedure and Due Process.

23 10. The Parties have jointly selected a reputable settlement administration
24 company, JND Legal Administration (“JND”), to serve as the Settlement
25 Administrator. The Court hereby appoints JND to be the Settlement Administrator
26 and authorizes it to perform and execute the notice and administration
27 responsibilities set forth in the Settlement Agreement.
28

1 11. The Court approves as to form and content the Electronic and Paper
2 Claim Forms and all forms of Notice to the Settlement Class (Direct Notice, Long
3 Form Notice, and Summary Notice), attached as Exhibits to the Settlement
4 Agreement.

5 12. The Parties, without further approval from the Court, are permitted to
6 revise the Claim Forms and forms of Notice to the Settlement Class identified in
7 Paragraph 11 above in ways that are appropriate to update those documents for
8 purposes of accuracy or formatting, so long as they are consistent in all material
9 respects with the Settlement Agreement and this Order.

10 **Submission of Claims**

11 13. Class Members who wish to receive benefits under the Settlement
12 Agreement must complete and submit a timely and valid Claim Form in accordance
13 with the instructions contained therein and as described in the Notice and Settlement
14 Agreement. All Claim Forms must be postmarked or electronically submitted on or
15 before the Claim Deadline.

16 14. Any Class Member who does not submit a timely and valid Claim
17 Form shall be barred from receiving any monetary payment under the Settlement.

18 **Requests for Exclusion**

19 15. Class Members may exclude him or herself or “opt out” from the
20 Settlement Class by submitting a Request for Exclusion on or before the
21 Objection/Exclusion Deadline that complies with the exclusion procedures set forth
22 in the Settlement Agreement.

23 16. Class Members who fail to submit a valid and timely Request for
24 Exclusion shall be bound by the provisions of the Settlement Agreement and all
25 proceedings, determinations, orders and judgments in the Action relating thereto,
26 including the Final Judgment (if issued) and the Release provided for therein,
27 regardless of whether they submitted a Claim Form.
28

1 17. Class Members who submit a valid and timely Request for Exclusion
2 shall: (a) not be bound by the terms of the Settlement; (b) shall not be entitled to any
3 of its benefits; and (c) cannot object to the Settlement or otherwise appeal or
4 comment on the Settlement.

5 18. If a Class Member submits both a valid and timely Request for
6 Exclusion and an Objection, the Request for Exclusion shall control. If a Class
7 member submits both a valid Claim Form and a Request for Exclusion, the Claim
8 Form shall control.

9 **Objections and Appearances**

10 19. Any Class Member who does not submit a valid and timely Request for
11 Exclusion may object to the fairness, reasonableness, or adequacy of the Settlement
12 by filing an Objection with the Court on or before the Objection/Exclusion
13 Deadline.

14 20. Class Members shall file any Objections with the Court by: (a) mailing
15 them to the Clerk of Court, United States District Court for the Central District of
16 California, 350 West 1st Street, Los Angeles, CA 90012; or (b) filing them in person
17 at any location of the United States District Court for the Central District of
18 California or via the ECF electronic filing system.

19 21. To validly object, the Objection must comply with the objection
20 procedures set forth in the Settlement Agreement, and must contain: (a) a caption or
21 title that identifies it as “Objection to Class Settlement in *Banks v. R.C. Bigelow,*
22 *Inc.*, No. 2:20-cv-06208-SVW (RAOx)” or similar language that makes it clear that
23 the Person is objecting to this Settlement; (b) information sufficient to identify and
24 contact the objecting Class Member, including name, address, telephone number,
25 and, if available, email address, and if represented by counsel, the foregoing
26 information for his/her counsel; (c) information sufficient to establish the Person’s
27 standing as a Class Member (e.g., Proof of Purchase or verification under penalty of
28

1 perjury as to the Person's purchase of a Class Product); (d) a clear and concise
2 statement of the factual and legal grounds for the Objection; (e) whether the
3 Objection applies only to the Class Member, to a specific subset of the Settlement
4 Class, or to the entire Settlement Class; (f) whether the Class Member, or his/her
5 counsel, intends to appear at the Final Approval Hearing; and (g) the Class
6 Member's signature, in addition to the signature of his/her attorney, if any.

7 22. Class Members who fail to file a valid and timely Objection in
8 compliance with the requirements of the foregoing paragraph and the Settlement
9 Agreement shall be deemed to have waived any objections and shall be foreclosed
10 from making any objections (whether by appeal or otherwise) to any aspect of the
11 Settlement.

12 23. The Parties shall file any response to any Objection no later than 7
13 calendar days prior to the Final Approval Hearing.

14 **Final Approval Hearing**

15 24. The Final Approval Hearing shall be held before this Court in
16 Courtroom 10A at the Felicitas and Gonzalo Mendez United States Courthouse,
17 located at 350 W 1st St, Los Angeles, CA 90012, to determine: (a) whether the
18 proposed Settlement Agreement is fair, reasonable, and adequate and should be
19 given final approval by the Court; (b) whether a final judgment and order of
20 dismissal with prejudice should be entered; (c) whether to approve the payment of
21 the Fee Award to Class Counsel; (d) whether to approve the payment of the Class
22 Representative Service Awards to the Class Representatives; (e) whether to approve
23 the payment of the Settlement Notice and Administration Costs to the Settlement
24 Administrator; and (f) whether to approve distribution of the Settlement Benefits to
25 the Class.

26 25. Plaintiffs shall file their Motion for Final Approval no later than 28
27 calendar days before the Final Approval Hearing and they shall file any
28

1 supplemental briefing in support of their Fee Application no later than 35 calendar
2 days before the Objection/Exclusion Deadline. Plaintiffs shall file a declaration from
3 the Settlement Administrator attesting to its final costs no later than 7 calendar days
4 prior to the Final Approval Hearing.

5 26. All further proceedings in the Action are ordered stayed until Final
6 Judgment or termination of the Settlement, whichever occurs earlier, except for
7 those matters necessary to obtain and/or effectuate final approval of the Settlement.

8 **Related Orders**

9 27. The Court retains jurisdiction to consider all further applications arising
10 out of or connected with the proposed Settlement. The Court may approve the
11 Settlement, with such modifications as may be agreed to by the Parties, if
12 appropriate, without further notice to the Class.

13 28. If the Settlement Agreement is not approved by the Court in accordance
14 with its material terms, each Party will have the option of having the Action revert
15 to its status as if the Settlement Agreement had not been negotiated, made, or filed
16 with the Court. In such event, the Parties will retain all rights as if the Settlement
17 Agreement was never agreed upon and all negotiations, proceedings, documents
18 prepared, and statements made in connection therewith shall be without prejudice to
19 any person or party hereto, shall not be deemed or construed to be an admission by
20 any party of any act, matter, or proposition, and shall not be used in any manner or
21 for any purpose in any subsequent proceeding in this Action or in any other action in
22 any court or other proceeding.

23 **Implementation Schedule**

24 29. The Court sets the following settlement implementation schedule:

25

Event	Date
Deadline to commence Notice to the Class	_____ (21 days after preliminary approval)

26
27
28

1	Completion of Notice Plan	_____ (6 weeks after Notice commences)
2		
3	Deadline to File Fee Application	_____ (35 days before Objection/Exclusion Deadline)
4	Objection/Exclusion Deadline	_____ (30 days after Notice Plan is completed)
5		
6	Claim Deadline	_____ (60 days after Notice Plan is completed)
7		
8	Deadline to Complete Claim/Fraud Review	_____ (30 days after Claim Deadline)
9	Deadline to File Motion for Final Approval	_____ (28 days before Final Approval Hearing)
10		
11	Deadline to file declaration from Settlement Administrator attesting to its final costs / Deadline to Respond to Any Objections	_____ (7 days before Final Approval Hearing)
12		
13		
14		
15	Hearing on Motion for Final Approval	_____ at _____ a.m. / p.m. (28 days after filing of Motion for Final Approval)
16		

IT IS SO ORDERED.

DATED: _____

Honorable Stephen V. Wilson
United States District Judge

Exhibit 6

**If You Purchased Bigelow Tea Products*,
You May Be Eligible to Receive a Payment from a
Class Action Settlement**

The Court has preliminarily approved a proposed settlement in *Banks, et al. v. R.C. Bigelow, Inc.*, Case No. 2:20-cv-06208-SVW (RAOx), a class action lawsuit alleging that R.C. Bigelow, Inc. ("Bigelow") falsely and deceptively advertised its tea products as Manufactured in the USA. Bigelow denies the allegations. The Parties have agreed to settle the lawsuit to avoid the uncertainties, expenses and expenditure of resources associated with further litigation.

If you purchased any Bigelow Tea Product* between October 17, 2017 to July 31, 2023 at a retail store in California, you may be entitled to a cash payment as part of the settlement.

*Bigelow Tea Products include any 18/20 count box of Bigelow Earl Grey Black Tea Caffeine, Green Tea Caffeine, Constant Comment Black Tea Caffeine, Green Lemon Tea Caffeine, Vanilla Chai Black Tea Caffeine, English Tea Time Black Tea Caffeine, Spiced Chai Black Tea Caffeine, French Vanilla Black Tea Caffeine, or Vanilla Caramel Black Tea Caffeine, labeled as "Manufactured in the USA 100% American Family Owned."

To receive a monetary payment, you must submit a Claim Form by [Insert Claim Deadline]. Claim Forms can be found at www.teaclassaction.com or can be requested by calling 1-844-566-00498.

If you do not want to be bound by the Settlement, you must submit a written Request for Exclusion. If you properly exclude yourself, you cannot get a payment, but you keep the right to sue Bigelow for the claims alleged in the lawsuit. Any Request for Exclusion must be submitted by [redacted] via email to info@TeaClassAction.com or by U.S. Mail, postmarked on or before that date, to the following address: Tea Class Action – Exclusions, c/o JND Legal Administration, P.O. Box 91307.

You can also object to the Settlement. An objection is a written statement explaining why you do not think the Settlement is fair. Any objection must be filed with the Court by [redacted]. You cannot object if you exclude yourself from the Settlement.

There will be a final approval hearing for this Settlement to determine whether the Court will approve of the Settlement, scheduled for [redacted] in Courtroom 10A of the Felicitas and Gonzalo Mendez United States Courthouse, located at 350 West 1st Street, Los Angeles, CA 90012.

This Notice summarizes the Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement, and other documents and information, available at www.teaclassaction.com; contact Class Counsel whose contact information can be found at www.teaclassaction.com; contact the Settlement Administrator at 1-844-566-0049; or access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov>.

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Attorneys for Plaintiffs and the Class

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

KIMBERLY BANKS and CAROL
CANTWELL, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

R.C. BIGELOW, INC., a corporation;
and DOES 1 through 10, inclusive,

Defendants.

CASE NO.: 2:20-cv-06208-SVW (RAOx)

**DECLARATION OF GINA
INTREPIDO-BOWDEN
REGARDING PROPOSED
SETTLEMENT NOTICE AND
ADMINISTRATION PLAN**

DECLARATION OF GINA INTREPIDO-BOWDEN

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

8 2. JND served as the notice provider in the above-captioned litigation
9 (“Action”), as ordered by the Court in its *Order Approving Plaintiffs’ Class Notice*
10 *Plan*, dated January 18, 2024 (the “Order”) (ECF No. 91).

11 3. The Declaration of Ryan Bahry Re: Completion of Class Notice was
12 filed with this Court on May 10, 2024 (the “Bahry Declaration”) (ECF No. 111). The
13 Bahry Declaration informed the Court of the details of the completion of the Class
14 Notice Plan as approved by the Court. JND successfully completed the Class Notice
15 Plan on March 27, 2024. The Class Notice Plan, as implemented, was consistent with
16 other best practicable court-approved notice programs and the requirements of Rule
17 23 of the Federal Rules of Civil Procedure (“Rule 23”), the Due Process Clause of the
18 United States Constitution, and the Federal Judicial Center (“FJC”) guidelines for best
19 practicable due process notice. JND’s costs for providing this notice were
20 \$101,605.90.

21 4. I submit this Declaration at the request of the Parties in the above-
22 referenced action to describe the proposed plan for providing notice of settlement to
23 Settlement Class Members (the “Settlement Notice Plan”), address why it is
24 consistent with other best practicable court-approved notice programs and the
25 requirements of Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”), the Due
26 Process Clause of the United States Constitution, and the Federal Judicial Center
27 (“FJC”) guidelines for best practicable due process notice, and to summarize the
28 settlement administration process.

SETTLEMENT NOTICE PLAN OVERVIEW

5. The objective of the proposed Settlement Notice Plan is to provide the best notice practicable, consistent with the methods and tools employed in other court-approved notice programs and to allow Settlement Class Members the opportunity to review a plain language notice with the ability to easily take the next step and learn more about the settlement. The FJC's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* consider a notice plan with a high reach (70% or above) to be effective.¹

6. The Settlement Class consists of purchasers of any Bigelow Tea Product between October 17, 2017 to July 31, 2023 at a retail store in California. Bigelow Tea Products include any 18/20 count box of Bigelow Earl Grey Black Tea Caffeine, Green Tea Caffeine, Constant Comment Black Tea Caffeine, Green Lemon Tea Caffeine, Vanilla Chai Black Tea Caffeine, English Tea Time Black Tea Caffeine, Spiced Chai Black Tea Caffeine, French Vanilla Black Tea Caffeine, or Vanilla Caramel Black Tea Caffeine, labeled as "Manufactured in the USA 100% American Family Owned."

7. The proposed Settlement Notice Plan mirrors the Class Notice Plan, as further described in the sections below:

a. Email notice to all Settlement Class Members for whom Bigelow previously provided email addresses;

b. Mailed notice to all Settlement Class Members for whom Bigelow previously provided mailing addresses;

a. Digital notice with the leading digital network (Google Display Network – "GDN") and the top social media platform (Facebook);

¹ Reach is the percentage of a specific population group exposed to a media vehicle or a combination of media vehicles containing a notice at least once over the course of a campaign. Reach factors out duplication, representing total different/net persons.

b. Newspaper placements in the *Los Angeles Daily News* to fulfill California's Consumers Legal Remedies Act (CLRA) notice requirement;

c. An internet search campaign;

d. A case website that will provide detailed information about the settlement with the ability to file a Claim Form through a secure portal, including a page with answers to frequently asked questions, contact information, key dates, links to important case documents including the Long Form Notice and the Settlement Agreement;

e. A case toll-free number with an interactive voice response (IVR); an email address, and a post office box.

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

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

DIRECT NOTICE

10. An adequate notice plan needs to satisfy “due process” when reaching a class. The United States Supreme Court, in *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974), stated that direct notice (when possible) is the preferred method for reaching a class. In addition, Rule 23(c)(2) of the Federal Rules of Civil Procedure provides that “the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”

11. As a result, email notice will be sent to all Settlement Class Members for whom Bigelow previously provided email addresses (i.e., 25,381 unique potential Settlement Class Members) and mailed notice will be sent to all Settlement Class Members for whom Bigelow previously provided mailing addressed (i.e., 227 unique

1 potential Settlement Class Members). It is important to note that the proposed digital
2 effort will independently meet all notice requirements, as explained below.

3 12. A copy of the Direct Notice is attached to the Settlement Agreement as
4 Exhibit 3.

5 **MEDIA PLAN**

6 13. The vast majority of Settlement Class Members are unknown; therefore,
7 JND designed a six-week digital campaign that is estimated to reach 70% of likely
8 Settlement Class Members. In addition, we recommend four notice placements with
9 the *Los Angeles Daily News* to fulfill the CLRA notice requirement and an internet
10 search campaign. The proposed media plan mirrors what was implemented for the
11 Class Notice Plan.

12 ***Media Resources***

13 14. JND utilizes the most reputable advertising media research tools to
14 ensure that the best media is selected and that our reach calculations can withstand
15 the most critical review and challenge. The media research tools we utilized in our
16 analysis and will use to implement the media campaign include MRI, ComScore,
17 Google Active View, Google Analytics, and Google Tag Manager.

18 15. MRI data was used to analyze the demographics and media usage of
19 potential Settlement Class Members. Understanding who we are trying to reach is key
20 in determining how best to reach them. MRI is a nationally accredited research firm
21 that provides consumer demographics, product and brand usage, and
22 audience/exposure in all forms of advertising media through probabilistic and
23 address-based sampling. MRI is the top producer of media/consumer research in the
24 United States.

25 16. Comscore's multi-reach platform was used to analyze unduplicated
26 audiences (net reach) across multiple platforms (e.g., Google, Facebook) and devices
27 (desktop and mobile). Through the platform, we assess the efficiency and
28

1 effectiveness of our media plans by reducing waste and improving campaign
2 performance across all devices.

3 17. At the time of implementation, our digital experts will verify and monitor
4 our digital placements. Google Active View, which is accredited by the Media Rating
5 Council (MRC), will be used to measure viewable impressions across the web and in
6 apps. Google Active View supports the Interactive Advertising Bureau (IAB) and
7 MRC definition of viewability — a minimum of 50% of the ad is in view for a
8 minimum of one second for display ads. In addition, over a hundred complex
9 algorithms will be used to spot bad traffic as it happens to prevent invalid clicks,
10 impressions, views, or interactions. These efforts prevent impressions from being
11 served and counted when they have not been loaded onto a person's screen.

12 18. JND will place a Google Analytics pixel across all case landing pages to
13 monitor and track website traffic. Through the use of Google Analytics and custom
14 UTM codes, our digital experts will be able to monitor the number of website visits,
15 average time spent per visit, and the number of pages visited per session. Data will be
16 broken down by source, or referring website, in order to make optimizations based on
17 media placements that are driving the longest time on site. Demographic data such as
18 age and gender, will be reviewed and optimized towards those groups who prove to
19 be the most interactive with the case website.

20 19. JND will also place a 'Container Tag' across all case landing pages using
21 Google Tag Manager, a tag management system (TMS) that allows advertisers to
22 place and update measurement codes and code fragments on a landing page from a
23 single source. With these codes placed within the container, website data is passed
24 back to advertising platforms, allowing machine learning to take place, optimizing
25 towards placements and audiences that are driving site traffic. All data collected
26 through Google Tag Manager adheres to Google's Privacy Policies and Principles.
27 No personal identifiable information (PII) is collected.

28

Target Analysis

20. JND analyzed the demographics and media usage of potential Settlement Class Members to determine how best to reach them. MRI was studied among California adults 18 years of age or older (CA Adults 18+) who used Bigelow tea (“CA Bigelow Tea Users”), because this measurable target best represents potential Settlement Class Members.

21. Among other things, MRI data indicates that most CA Bigelow Tea Users are 35 years of age or older (79%); from higher income households (73% have a household income of \$60K+); and homeowners (64%).

22. Compared to the general Adult 18+ population, CA Bigelow Tea Users are 40% more likely to be 65 years of age or older; 34% more likely to have a Master’s degree; and 17% more likely to have a household income of \$75,000 or more.

23. In terms of media usage, MRI data indicates that CA Bigelow Tea Users are active internet users with 97% on the internet in a 30-day period; 89% using their cellphone or smartphone to access the internet; and 55% visiting Facebook in a 30-day period.

24. JND considered these and other key demographics and media usage when designing our Notice Plan and selecting targets.

Digital Notice

25. JND proposes serving approximately **60 million digital impressions** over six weeks to CA Adults 18+ with focused targeting included.² Efforts will be served through GDN and Facebook.

26. A large portion of the GDN impressions will be allocated to (1) users *in-market* for tea collection; (2) users who *searched keywords* such as drinking tea,

² Impressions or Exposures are the total number of opportunities to be exposed to a media vehicle or combination of media vehicles containing a notice. Impressions are a gross or cumulative number that may include the same person more than once. As a result, impressions can and often do exceed the population size.

1 Bigelow green tea, tea products, Bigelow tea; and/or (3) those who *browse websites*
2 similar to www.BigelowTea.com.

3 27. Facebook activity will be directed to users interested in Bigelow Tea
4 Company, green tea, and tea.

5 28. Multiple targeting strategies will be used, including the following
6 techniques:

7 a. *Predictive Targeting* (GDN only) uses multiple data points (search
8 queries, sites visited, and digital behavior trends) to make inferences regarding
9 future behavior/performance for a given campaign.

10 b. *Audience Targeting* optimizes efforts based on demographics,
11 behavior, and interests of potential Settlement Class Members.³

12 c. *Contextual Targeting* is the practice of displaying a digital ad
13 based on a website's content.

14 d. *Geotargeting* optimizes efforts based on the location of potential
15 Settlement Class Members.

16 e. *Keyword Targeting* targets users based on their search queries,
17 recent social media posts or engagement with websites or posts that feature
18 specific keywords.

19 f. *Look-a-like Targeting* (LAL) to individuals whose characteristics
20 match that of individuals who have visited the case website and/or submitted
21 an online claim. Data that JND collected during the Class Notice Plan will also
22 be used.

23 29. The digital activity will be served across all devices (desktop, laptop,
24 tablet and mobile), with an emphasis on mobile devices. The digital ads will directly
25 link to the case website, where Settlement Class Members may access more
26

27
28 ³ Purchasers of Tazo tea products will not specifically be targeted.

1 information about the settlement, including the Long Form Notice, as well as file a
2 claim electronically.

3 30. A copy of the digital ads is attached as **Exhibit B**.

4 ***CLRA Notice***

5 31. To fulfill the CLRA notice requirement, four notice placements will be
6 secured in the *Los Angeles Daily News*, once per week for four consecutive weeks.

7 32. A copy of the CLRA newspaper ad is attached to the Settlement
8 Agreement as Exhibit 6.

9 ***Internet Search Campaign***

10 33. Given that web browsers frequently default to a search engine page,
11 search engines are a common source to get to a specific website (i.e., as opposed to
12 typing the desired URL in the navigation bar). As a result, JND proposes a Google
13 search effort will assist interested Settlement Class Members in finding the case
14 website. A custom keyword and ad group list will be generated based on content on
15 the case website landing page, as well as other case information. Keywords are
16 words/phrases that are bid on when they match the search term (or a variation of the
17 search term) a person types into their Google search bar. When a search term matches
18 to a purchased keyword or phrase, a Responsive Search Ad (RSA) may be served,
19 generating a tailored message relevant to the search term. RSAs utilize machine
20 learning to pair various combinations of ad copy (headlines and descriptions) based
21 on which groupings have worked well previously (i.e., produced a strong
22 CTR/conversion performance), and what the platform anticipates will generate the
23 ideal results from the unique searcher. When the RSA is clicked on, the visitor will
24 be redirected to the case website where they can get more information, as well as file
25 a claim electronically.

26 34. RSA samples are attached as **Exhibit C**.

CASE WEBSITE

35. JND will update the existing case-specific website, www.TeaClassAction.com, so that Settlement Class Members may obtain more information about the settlement. The updated case website will have an easy-to-navigate design that will be formatted to emphasize important information and deadlines and will provide links to important case documents, including the Settlement Agreement and Long Form Notice (attached to the Settlement Agreement as Exhibit 4), and will allow Settlement Class Members to file an online claim (attached to the Settlement Agreement as Exhibit 1) or print a Claim Form (attached to the Settlement Agreement as Exhibit 2), to submit by mail. The case website is prominently displayed in all printed notice documents and will be accessible through the digital notices.

36. The case website will be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices. It will be designed to maximize search engine optimization through Google and other search engines.

TOLL-FREE NUMBER, EMAIL ADDRESS, AND POST OFFICE BOX

37. JND will update the automated toll-free telephone line, (844) 566-0049, so that Settlement Class Members may call for information related to the settlement. The telephone line will have an IVR available 24 hours a day, seven days a week.

38. JND will continue to maintain the dedicated email address and post office box where Settlement Class Members may send correspondence and exclusion requests.

NOTICE DESIGN

39. The proposed notice documents are designed to comply with Rule 23's guidelines for class action notices and the FJC's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*. The notices state Settlement Class Members' rights and options and clearly and concisely in plain, easily understood language and contain easy-to-read summaries of the instructions on how

1 to obtain more information about the settlement. Courts routinely approve notices that
2 have been written and designed in a similar manner.

3 **REACH**

4 40. To calculate media reach, JND used a Comscore reach and frequency
5 platform. According to this reputable media reach platform, the proposed digital effort
6 will reach approximately 70% of likely Settlement Class Members. The direct notice
7 effort, the four newspaper placements with the *Los Angeles Daily News*, and the
8 internet search campaign will extend reach further. The provided reach is similar to
9 that of other court approved programs and meets the standard set forth by the FJC.⁴

10 **ADMINISTRATION AND DISTRIBUTION OF PAYMENTS**

11 41. JND will also be responsible for administering the settlement, which
12 includes, *inter alia*, answering inquiries from Settlement Class Members; receiving
13 and maintaining correspondence regarding the Settlement Agreement; posting
14 notices, the Settlement Agreement, Claim Forms, and other related documents on the
15 case website and otherwise maintaining the case website; receiving and processing
16 Claim Forms and Requests for Exclusion, including conducting fraud review, and
17 rejecting notices for potential invalid/fraudulent Claims; and distributing all payments
18 under the settlement.

19 42. Among other things, JND will review and process claims, and conduct a
20 fraud review to ensure that only legitimate Claims are paid. JND's claim validation
21 and fraud review procedures are performed entirely by JND personnel. In addition to
22 JND's proprietary fraud detection protocols, our online claim filing sites utilize
23 hCaptcha, a next-generation third-party fraud protection solution that employs
24

25 _____
26 ⁴ Federal Judicial Center, *Judges' Class Action Notice and Claims Process Checklist*
27 *and Plain Language Guide* (2010), p. 3 states: "...the lynchpin in an objective
28 determination of the adequacy of a proposed notice effort is whether all the notice
efforts together will reach a high percentage of the class. It is reasonable to reach
between 70–95%."

1 cutting-edge AI and machine-learning technology that runs continuously to assist in
2 the detection and prevention of fraudulent claim filings. Our review threshold,
3 expected denial rate and false-positive handling are highly dependent on numerous
4 specific case factors, including how attractive the case is to bad actors. We will
5 establish specific thresholds and tailor our protocols for the case, once we have a sense
6 of the actual response to the notice in this matter.

7 43. Should the Court grant final approval, JND will also distribute
8 Settlement Benefits to Claimants. Any Unclaimed Settlement Benefits will be paid to
9 the Court approved *Cy Pres* Recipient. *Cy Pres* distribution is appropriate because a
10 second distribution would be cost prohibitive, as only paper checks and PayPal
11 payments require Claimants to take custody of the Settlement Benefits, and it is
12 unlikely that the amount of Unclaimed Settlement Benefits will cover administration
13 costs and expenses required for a second round of distribution and adequate funding
14 to issue non-nominal second payments to Settlement Class Members.

15 **COSTS**

16 44. Settlement Notice and Administration Costs are estimated to be
17 \$326,000 and will not exceed \$400,000 unless otherwise agreed to by the Parties for
18 good cause and expressly approved by the Court.

CONCLUSION

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

Executed this 31st day of August, 2026 in Stone Harbor, NJ.



Gina Intrepido-Bowden

- EXHIBIT A -

GINA INTREPIDO-BOWDEN

VICE PRESIDENT



I.

INTRODUCTION

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

- *Brach Family Found. v. AXA Equitable Life Ins. Co.*, a \$307.5 million COI settlement
- *FTC v. Reckitt Benckiser Grp. PLC*, the \$50 million Suboxone branded drug antitrust settlement
- *In re Blue Cross Blue Shield Antitrust Litig.*, a \$2.67 billion antitrust settlement providing notice to class members via an extensive direct notice effort supplemented by a media campaign consisting of print, television, radio, internet, and more
- *In re Packaged Seafood Products Antitrust Litigation*, the \$152.2 million end purchaser settlements, involving two robust media programs, as well as the direct purchaser settlements, involving two extensive direct notice efforts
- *In re General Motors LLC Ignition Switch Litig.*, the \$120 million GM Ignition Switch economic settlement
- *In re Home Depot, Inc., Customer Data Sec. Breach Litig.*, a security breach impacting over 40 million consumers who made credit/debit card purchases in a Home Depot store
- *In re Residential Schools Litig.*, a complex Canadian class action incorporating a groundbreaking notice program to remote aboriginal persons qualified to receive benefits in the multi-billion-dollar settlement

- *In re Royal Ahold Sec. and "ERISA"*, a \$1.1 billion securities settlement involving a comprehensive international notice effort
- *In re Skelaxin (Metaxalone) Antitrust Litig.*, a prescription antitrust involving notice to both third party payor and consumer purchasers
- *In re TJX Cos., Inc. Retail Sec. Breach Litig.*, this \$200 million settlement impacted 45 million credit/debit cards in the U.S. and Canada making it the then-largest theft of consumer data
- *In re Trans Union Corp. Privacy Litig.*, a \$75 million data breach settlement involving persons with a credit history
- *Senne v. Office of the Comm'r of Baseball*, a \$185 million settlement providing compensation to nearly 25,000 minor league baseball players
- *The National Association of Realtors Settlements*, involving multiple antitrust settlements with various realtors totaling over \$1 billion thus far
- *Thompson v Metropolitan Life Ins. Co.*, a large race-based pricing settlement involving 25 million policyholders
- *USC Student Health Ctr. Settlement*, a \$215 million settlement providing compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall
- *Williams v. Weyerhaeuser Co.*, a consumer fraud litigation involving exterior hardboard siding on homes and other structures

With more than 30 years of advertising research, planning and buying experience, Gina began her career working for one of New York's largest advertising agency media departments (BBDO), where she designed multi-million-dollar media campaigns for clients such as Gillette, GE, Dupont, and HBO. Since 2000, she has applied her media skills to the legal notification industry, working for several large legal notification firms. Gina is an accomplished author and speaker on class notice issues including effective reach, notice dissemination, as well as noticing trends and innovations. She earned a Bachelor of Arts in Advertising from Penn State University, graduating *summa cum laude*.

II.

JUDICIAL RECOGNITION

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

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

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

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

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

2. Honorable Terrence G. Berg

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

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

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

3. Honorable Joseph H. Rodriguez

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

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

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

4. Judge Stephen R. Bough

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

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

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

5. Honorable Dana M. Sabraw

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

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

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

6. Judge Stephen R. Bough

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

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

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

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

7. Honorable Philip S. Gutierrez

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

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

The Court finds that the Notice set forth in Article XI of the Settlement Agreement, detailed in the Notice Plan attached to the Declaration of Gina Intrepido-Bowden of JND Legal Administration, and effectuated pursuant to the Preliminary Approval Order: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Classes of the terms of the Settlement Agreement and the Final Approval Hearing; and (c) fully complied with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law, including the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

8. Honorable Joanna Seybert

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

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

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

9. Honorable Philip S. Gutierrez

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

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

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

10. Honorable Daniel J. Calabretta

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

No. 14-cv-02597-DJC-DB (E.D. Cal.):

The Court hereby appoints JND Legal Administration as Settlement Administrator...the Court finds that the proposed Notice program meets the requirements of due process under the U.S. Constitution and Rule 23; and that such Notice program, which

includes direct notice to Settlement Class Members via e-mail and/or mail to the extent practicable, the establishment of a settlement website, the establishment of a toll-free telephone helpline, and the notice provided via internet search platforms and other online advertisements, is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

11. Judge Barbara J. Rothstein

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

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

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

12. Honorable Jon S. Tigar

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

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

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

13. Judge Stephen R. Bough

Burnett v. Nat'l Assoc. of Realtors - first round of settlements with Keller

Williams, Anywhere, and RE/MAX, (May 9, 2024)

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

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

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

14. Judge Cormac J. Carney

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

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

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

15. Honorable Jesse M. Furman

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

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

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

16. Honorable David O. Carter

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

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

The Court finds that the Notice set forth in the Settlement Agreement, detailed in the Notice Plan attached to the Declaration of Gina Intrepido-Bowden of JND Legal Administration, and effectuated pursuant to the Preliminary Approval Order: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Classes of the terms of the Settlement Agreement and the Final Approval Hearing; and (c) fully complied with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law, including the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

17. Chief Judge Stephanie M. Rose

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

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

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

to Class Members through the Notices, attached as Exhibits B and C to the Declaration of Gina M. Intrepido-Bowden (“Intrepido-Bowden Declaration”), and through the notice program described in described in Section 4 of the Agreement and Paragraphs 15–20 and 31–37 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

18. Judge Mary Kay Vyskocil

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

The Court appoints JND Legal Administration LLC (“JND”), which is a competent firm, as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), the Court directs that notice be provided to class members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the “Intrepido-Bowden Declaration”), and through the notice program described in described in Paragraph 63 of the Agreement and Paragraphs 7-11 and 24-31 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances, as well as valid, due, and sufficient notice to the Class, and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

19. Honorable Terrence G. Berg

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

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

20. Honorable Jesse M. Furman

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

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

through the notice program described in Section 5 of the Agreement and Paragraphs 18-23 and 34-40 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Classes and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

21. Honorable David O Carter

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

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

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

22. Honorable Virginia M. Kendall

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

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

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

23. Honorable Daniel D. Domenico

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

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

The Court appoints JND Legal Administration LLC ("JND") a competent firm, as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), the Court directs that notice be provided to class members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the "Intrepido-Bowden Declaration"), and through the notice program described in Section 4 of the Agreement and Paragraphs 32-38 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

24. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (July 15, 2022)
No. 15-md-02670 (S.D. Cal.):

An experienced and well-respected claims administrator, JND Legal Administration LLC ("JND"), administered a comprehensive and robust notice plan to alert Settlement Class Members of the COSI Settlement Agreement...The Notice Plan surpassed the 85% reach goal...The Court recognizes JND's extensive experience in processing claims especially for millions of claimants...The Court finds due process was satisfied and the Notice Program provided adequate notice to settlement class members in a reasonable manner through all major and common forms of media.

25. Judge Fernando M. Olguin

Gupta v. Aeries Software, Inc., (July 7, 2022)
No. 20-cv-00995 (C.D. Cal.):

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

26. Judge Cormac J. Carney

Gifford v. Pets Global, Inc., (June 24, 2022)
No. 21-cv-02136-CJC-MRW (C.D. Cal.):

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

27. Judge David J. Novak

Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co., (June 3, 2022)
No. 20-cv-240-DJN (E.D. Va.):

The Court appoints JND Legal Administration LLC ("JND"), a competent firm, as the Settlement Administrator...The Court approves the Notice Plan, as set forth in...paragraphs 9-15 and Exhibits B-C of the May 9, 2022 Declaration of Gina Intrepido-Bowden ("Intrepido-Bowden Declaration").

28. Judge Cecilia M. Altonaga

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

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

29. Judge William M. Conley

Bruzek v. Husky Oil Operations Ltd., (January 31, 2022)
No. 18-cv-00697 (W.D. Wis.):

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

30. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (DPP Class), (January 26, 2022)
No. 15-md-02670 (S.D. Cal.):

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

31. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (January 26, 2022)
No. 15-md-02670 (S.D. Cal.):

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

32. Judge Alvin K. Hellerstein

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

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

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

33. Honorable Nelson S. Roman

Swetz v. GSK Consumer Health, Inc., (November 22, 2021)

No. 20-cv-04731 (S.D.N.Y.):

The Notice Plan provided for notice through a nationwide press release; direct notice through electronic mail, or in the alternative, mailed, first-class postage prepaid for identified Settlement Class Members; notice through electronic media—such as Google Display Network and Facebook—using a digital advertising campaign with links to the dedicated Settlement Website; and a toll-free telephone number that provides Settlement Class Members detailed information and directs them to the Settlement Website. The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order.

34. Honorable Nathanael M. Cousins

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

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

The Court hereby appoints JND Legal Administration as Settlement Administrator... The Court finds that the proposed notice program meets the requirements of Due Process under the U.S. Constitution and Rule 23; and that such notice program—which includes individual direct notice to known Settlement Class Members via email, mail, and a second reminder email, a media and Internet notice program, and the establishment of a Settlement Website and Toll-Free Number—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

35. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (June 7, 2021)
No. 14-md-02542 (S.D.N.Y.):

The Notice Plan provided for notice through a nationwide press release, print notice in the national edition of People magazine, and electronic media—Google Display Network, Facebook, and LinkedIn—using a digital advertising campaign with links to a settlement website. Proof that Plaintiffs have complied with the Notice Plan has been filed with the Court. The Notice Plan met the requirements of due process and Federal Rule of Civil Procedure 23; constituted the most effective and best notice of the Agreement and fairness hearing practicable under the circumstances; and constituted due and sufficient notice for all other purposes to all other persons and entities entitled to receive notice.

36. Judge R. David Proctor

In re Blue Cross Blue Shield Antitrust Litig., (November 30, 2020)
Master File No. 13-CV-20000-RDP (N.D. Ala.):

After a competitive bidding process, Settlement Class Counsel retained JND Legal Administration LLC (“JND”) to serve as Notice and Claims Administrator for the settlement. JND has a proven track record and extensive experience in large, complex matters... JND has prepared a customized Notice Plan in this case. The Notice Plan was designed to provide the best notice practicable, consistent with the latest methods and tools employed in the industry and approved by other courts...The court finds that the proposed Notice Plan is appropriate in both form and content and is due to be approved.

37. Honorable Louis L. Stanton

Rick Nelson Co. v. Sony Music Ent., (September 16, 2020)
No. 18-cv-08791 (S.D.N.Y.):

The parties have designated JND Legal Administration (“JND”) as the Settlement Administrator. Having found it qualified, the Court appoints JND as the Settlement Administrator and it shall perform all the duties of the Settlement Administrator as set forth in the Stipulation...The form and content of the Notice, Publication Notice and Email Notice, and the method set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process. and any other applicable law, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

38. Judge Kathleen M. Daily

Podawiltz v. Swisher Int'l, Inc., (February 7, 2019)

No. 16CV27621 (Or. Cir. Ct.):

The Court appoints JND Legal Administration as settlement administrator...The Court finds that the notice plan is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, ORCP 32, and any other applicable laws.

39. Judge John Bailey

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

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

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

40. Honorable James Ashford

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

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

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

41. Judge Cecilia M. Altonaga

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

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

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

42. Judge Joan A. Leonard

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

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

... the Court finds that the Notice was given to potential Settlement Class members who were identified through reasonable efforts, published using several publication dates in *Better Homes and Gardens*, *National Geographic*, and *People* magazines; placed on targeted website and portal banner advertisements on general Run of Network sites; included in e-newsletter placements with ADDitude, a magazine dedicated to helping children and adults with attention deficit disorder and learning disabilities lead successful lives, and posted on the Settlement Website which included additional access to Settlement information and a toll-free number. Pursuant to, and in accordance with, Federal Rule of Civil Procedure 23, the Court hereby finds that the Notice provided Settlement Class members with due and adequate notice of the Settlement, the Settlement Agreement, these proceedings, and the rights of Settlement Class members to make a claim, object to the Settlement or exclude themselves from the Settlement.

43. Judge Marco A. Hernandez

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

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

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

44. Judge Fernando M. Olguin

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

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

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

45. Judge Mary M. Rowland

In re Home Depot, Inc., Customer Data Sec. Breach Litig., (August 23, 2016)
No. 14-md-02583 (N.D. Ga.):

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

46. Honorable Lynn Adelman

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

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

47. Judge Marco A. Hernandez

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

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

48. Judge Joan A. Leonard

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

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

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

49. Honorable Mitchell D. Dembin

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

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

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

50. Honorable Sara I. Ellis

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

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

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

51. Honorable David O. Carter

Cobb v. BSH Home Appliances Corp., (December 29, 2014)

No. 10-CV-0711 (C.D. Cal.):

The Notice Program complies with Rule 23(c)(2)(B) because it constitutes the best notice practicable under the circumstances, provides individual notice to all Class Members who can be identified through reasonable effort, and is reasonably calculated under the circumstances to apprise the Class Members of the nature of the action, the claims it asserts, the Class definition, the Settlement terms, the right to appear through an attorney, the right to opt out of the Class or to comment on or object to the Settlement (and how to do so), and the binding effect of a final judgment upon Class Members who do not opt out.

52. Honorable José L. Linares

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

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

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

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

53. Judge Gregory A. Presnell

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

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

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

54. Judge Marilyn L. Huff

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

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

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

55. Judge Tom A. Lucas

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

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

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

56. Honorable Michael M. Anello

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

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

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

57. Judge Ann D. Montgomery

In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (July 9, 2012)

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

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

58. Judge Ann D. Montgomery

In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (January 18, 2012)
No. 11-MD-2247 (D. Minn.):

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

59. Judge Jeremy Fogel

Ko v. Natura Pet Prod., Inc., (June 24, 2011)
No. 09cv2619 (N.D. Cal.):

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

60. Judge M. Joseph Tiemann

Billieson v. City of New Orleans, (May 27, 2011)
No. 94-19231 (La. Civ. Dist. Ct.):

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

61. Judge Robert W. Gettleman

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

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

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

62. Judge William G. Young

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

MDL No. 1838 (D. Mass.):

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

63. Judge David De Alba

Ford Explorer Cases, (May 29, 2008)

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

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

III.

SPEAKING ENGAGEMENTS

1. ***AI Issues Raised in the Settlement Claims Fraud Context***, NEW JERSEY STATE BAR ASSOCIATION (NJSBA) Annual Meeting, presenter (May 2026).
2. ***'Marching to Their Own Drumbeat.' What Lawyers Don't Understand About Notice and Claims Administration***, AMERICAN BAR ASSOCIATION, (ABA) 23rd Annual National Institute on Class Actions, panelist (October 2019).
3. ***Rule 23 Amendments and Digital Notice Ethics, accredited CLE Program***, presenter at Terrell Marshall Law Group PLLC, Seattle, WA (June 2019); Severson & Werson, San Francisco, CA and broadcast to office in Irvine (June 2019); Greenberg Traurig, LLP, Los Angeles, CA (May 2019); Chicago Bar Association, Chicago, IL (January 2019); Sidley Austin LLP, Century City, CA and broadcast to offices in Los Angeles, San Francisco, New York, Chicago, Washington D.C. (January 2019); Burns Charest LLP, Dallas, TX (November 2018); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (October 2018); Zimmerman Reed LLP, Minneapolis, MN (October 2018); Gustafson Gluek PLLC, Minneapolis, MN (October 2018).
4. ***Ethics in Legal Notification, accredited CLE Program***, presenter at Kessler Topaz Meltzer & Check LLP, Radnor, PA (September 2015); The St. Regis Resort, Deer Valley, UT (March 2014); and Morgan Lewis & Bockius, New York, NY (December 2012).
5. ***Pitfalls of Class Action Notice and Settlement Administration, accredited CLE Program***, PRACTISING LAW INSTITUTE (PLI), Class Action Litigation 2013, presenter/panelist (July 2013).
6. ***The Fundamentals of Settlement Administration, accredited CLE Program***, presenter at Skadden, Arps, Slate, Meagher & Flom LLP, Chicago, IL (January 2013); Wexler Wallace LLP, Chicago, IL (January 2013); Hinshaw & Culbertson LLP, Chicago, IL (October 2012); and Spector Roseman Kodroff & Willis, P.C., Philadelphia, PA (December 2011).
7. ***Class Action Settlement Administration Tips & Pitfalls on the Path to Approval, accredited CLE Program***, presenter at Jenner & Block, Chicago, IL and broadcast to offices in Washington DC, New York and California (October 2012).
8. ***Reaching Class Members & Driving Take Rates***, CONSUMER ATTORNEYS OF SAN DIEGO, 4th Annual Class Action Symposium, presenter/panelist (October 2011).

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

IV.

ARTICLES

1. Jennifer Keough and Gina M. Intrepido-Bowden, *Simulated Engagement: Using AI-Generated Audiences to Strengthen Legal Notice Strategy*, law.com (2025).
2. Gina M. Intrepido-Bowden, *Time to Allow More Streamlined Class Action Notice Formats – Adapting Short Form Notice Requirements to Accommodate Today’s Fast Paced Society*, LAW360 (2021).
3. Todd B. Hilsee, Gina M. Intrepido & Shannon R. Wheatman, *Hurricanes, Mobility and Due Process: The “Desire-to-Inform” Requirement for Effective Class Action Notice Is Highlighted by Katrina*, 80 TULANE LAW REV. 1771 (2006); reprinted in course materials for: CENTER FOR LEGAL EDUCATION INTERNATIONAL, *Class Actions: Prosecuting and Defending Complex Litigation* (2007); AMERICAN BAR ASSOCIATION, *10th Annual National Institute on Class Actions* (2006); NATIONAL BUSINESS INSTITUTE, *Class Action Update: Today’s Trends & Strategies for Success* (2006).
4. Gina M. Intrepido, *Notice Experts May Help Resolve CAFA Removal Issues, Notification to Officials*, 6 CLASS ACTION LITIG. REP. 759 (2005).
5. Todd B. Hilsee, Shannon R. Wheatman, & Gina M. Intrepido, *Do You Really Want Me to Know My Rights? The Ethics Behind Due Process in Class Action Notice Is More Than Just Plain Language: A Desire to Actually Inform*, 18 GEORGETOWN JOURNAL LEGAL ETHICS 1359 (2005).

V.

CASE EXPERIENCE

Ms. Intrepido-Bowden has been involved in the design and implementation of hundreds of notice programs throughout her career. A partial listing of her case work is provided below.

CASE NAME	CASE NUMBER	LOCATION
<i>A.B. v. Regents of the Univ. of California</i>	20-cv-09555-RGK-E	C.D. Cal.
<i>Abante Rooter & Plumbing, Inc. v. New York Life Ins. Co.</i>	16-cv-03588	S.D.N.Y.
<i>Aberin v. Am. Honda Motor Co., Inc.</i>	16-cv-04384-JST	N.D. Cal.
<i>Advance Trust & Life Escrow Serv., LTA v. PHL Variable Ins. Co.</i>	18-cv-03444 (MKV)	S.D.N.Y.
<i>Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.</i>	18-cv-01897-DDD-NYW	D. Colo.
<i>Ahmed v. HSBC Bank USA, NA</i>	15-cv-2057-FMO-SPx	N.D. Ill.
<i>Allen v. UMB Bank, N.A.</i>	1016-CV34791	Mo. Cir. Ct.
<i>Anderson v. Canada (Phase I)</i>	2008NLTD166	NL Sup. Ct.
<i>Anderson v. Canada (Phase II)</i>	2007 01T4955CP	NL Sup. Ct.
<i>Andrews v. Plains All Am. Pipeline, L.P.</i>	15-cv-04113-PSG-JEM	C.D. Cal.
<i>Angel v. U.S. Tire Recovery</i>	06-C-855	W. Va. Cir. Ct.
<i>Baiz v. Mountain View Cemetery</i>	809869-2	Cal. Super. Ct.
<i>Baker v. Jewel Food Stores, Inc. & Dominick's Finer Foods, Inc.</i>	00-L-9664	Ill. Cir. Ct.
<i>Banks v. R.C. Bigelow, Inc.</i>	20-cv-06208-DDP (RAOx)	C.D. Cal.
<i>Barba v. Shire U.S., Inc.</i>	13-cv-21158	S.D. Fla.
<i>Beck-Ellman v. Kaz USA Inc.</i>	10-cv-2134	S.D. Cal.
<i>Beringer v. Certegy Check Serv., Inc.</i>	07-cv-1657-T-23TGW	M.D. Fla.
<i>Bibb v. Monsanto Co. (Nitro)</i>	041465	W. Va. Cir. Ct.
<i>Billieson v. City of New Orleans</i>	94-19231	La. Civ. Dist. Ct.
<i>Bland v. Premier Nutrition Corp.</i>	RG19-002714	Cal. Super. Ct.
<i>Boskie v. Backgroundchecks.com</i>	2019CP3200824	S.C. C.P.
<i>Brach Family Found. v. AXA Equitable Life Ins. Co.</i>	16-cv-00740 (JMF)	S.D.N.Y.
<i>Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co.</i>	20-cv-240-DJN	E.D. Va.

CASE NAME	CASE NUMBER	LOCATION
<i>Brookshire Bros. v. Chiquita</i>	05-CIV-21962	S.D. Fla.
<i>Brown v. Am. Tobacco</i>	J.C.C.P. 4042 No. 711400	Cal. Super. Ct.
<i>Bruzek v. Husky Oil Operations Ltd.</i>	18-cv-00697	W.D. Wis.
<i>Burnett v. Nat'l Assoc. of Realtors</i>	19-CV-00332-SRB	W.D. Mo.
<i>Campos v. Calumet Transload R.R., LLC</i>	13-cv-08376	N.D. Ill.
<i>Cappalli v. BJ's Wholesale Club, Inc.</i>	10-cv-00407	D.R.I.
<i>Carter v. Monsanto Co. (Nitro)</i>	00-C-300	W. Va. Cir. Ct.
<i>Chambers v. Whirlpool Corp.</i>	11-cv-01733	C.D. Cal.
<i>Chapman v. Gen. Motors, LLC</i>	19-CV-12333-TGB-DRG	E.D. Mich.
<i>City of Philadelphia v. Bank of Am. Corp.</i>	19-CV-1608 (JMF)	S.D.N.Y.
<i>Cobb v. BSH Home Appliances Corp.</i>	10-cv-00711	C.D. Cal.
<i>Cohen v. Subaru Corp.</i>	20-cv-8442-JHR-AMD	D.N.J.
<i>Davis v. Am. Home Prods. Corp.</i>	94-11684	La. Civ. Dist. Ct., Div. K
<i>DC 16 v. Sutter Health</i>	RG15753647	Cal. Super. Ct.
<i>Defrates v. Hollywood Ent. Corp.</i>	02L707	Ill. Cir. Ct.
<i>de Lacour v. Colgate-Palmolive Co.</i>	16-cv-8364-KW	S.D.N.Y.
<i>Demereckis v. BSH Home Appliances Corp.</i>	8:10-cv-00711	C.D. Cal.
<i>Demmick v. Cellco P'ship</i>	06-cv-2163	D.N.J.
<i>Desportes v. Am. Gen. Assurance Co.</i>	SU-04-CV-3637	Ga. Super. Ct.
<i>Doe v. MasterCorp, Inc.</i>	24-cv-678	E.D. Va.
<i>Doe v. MindGeek USA Incorp.</i>	21-cv-00338	C.D. Cal.
<i>Dolen v. ABN AMRO Bank N.V.</i>	01-L-454 & 01-L-493	Ill. Cir. Ct.
<i>Donnelly v. United Tech. Corp.</i>	06-CV-320045CP	Ont. S.C.J.
<i>Duffy v. Mazda Motor of Am., Inc.</i>	24-cv-388-BJB	W.D. Ky.
<i>Eck v. City of Los Angeles</i>	BC577028	Cal. Super. Ct.
<i>Elec. Welfare Trust Fund v. United States</i>	19-353C	Fed. Cl.
<i>Engquist v. City of Los Angeles</i>	BC591331	Cal. Super. Ct.
<i>Ervin v. Movie Gallery Inc.</i>	CV-13007	Tenn. Ch. Fayette Co.
<i>Express Freight Int'l v Hino Motors, LTD.</i>	22-cv-22483	S.D. Fla.
<i>First State Orthopaedics v. Concentra, Inc.</i>	05-CV-04951-AB	E.D. Pa.
<i>Fisher v. Virginia Electric & Power Co.</i>	02-CV-431	E.D. Va.

CASE NAME	CASE NUMBER	LOCATION
<i>Fishon v. Premier Nutrition Corp.</i>	16-CV-06980-RS	N.D. Cal.
<i>Flaum v. Doctor's Assoc., Inc. (d/b/a Subway)</i>	16-cv-61198	S.D. Fla.
<i>Fond du Lac Bumper Exch. Inc. v. Jui Li Enter. Co. Ltd. (Direct & Indirect Purchasers Classes)</i>	09-cv-00852	E.D. Wis.
<i>Ford Explorer Cases</i>	JCCP Nos. 4226 & 4270	Cal. Super. Ct.
<i>Friedman v. Microsoft Corp.</i>	2000-000722	Ariz. Super. Ct.
<i>FTC v. Reckitt Benckiser Grp. PLC</i>	19CV00028	W.D. Va.
<i>Gagnon v. Gen. Motors of Canada Co. and Gen. Motors LLC</i>	500-06-000687-141 and 500-06-000729-158	Quebec Super. Ct.
<i>Gardner v. Stimson Lumber Co.</i>	00-2-17633-3SEA	Wash. Super. Ct.
<i>Gibson v. Nat'l Assoc. of Realtors</i>	23-cv-00788-SRB	W.D. Mo.
<i>Gifford v. Pets Global, Inc.</i>	21-cv-02136-CJC-MRW	C.D. Cal.
<i>Goldstein v. Houlihan/Lawrence Inc.</i>	60767/2018	N.Y. Super. Ct.
<i>Gordon v. Microsoft Corp.</i>	00-5994	D. Minn.
<i>Grays Harbor v. Carrier Corp.</i>	05-05437-RBL	W.D. Wash.
<i>Grey Fox, LLC v. Plains All Am. Pipeline, L.P.</i>	16-cv-03157-PSG-JEM	C.D. Cal.
<i>Griffin v. Dell Canada Inc.</i>	07-CV-325223D2	Ont. Super. Ct.
<i>Gunderson v. F.A. Richard & Assoc., Inc.</i>	2004-2417-D	La. 14 th Jud. Dist. Ct.
<i>Gupta v. Aeries Software, Inc.</i>	20-cv-00995	C.D. Cal.
<i>Gutierrez, Jr. v. Amplify Energy Corp.</i>	21-cv-01628-DOC-JDE	C.D. Cal.
<i>Hanks v. Lincoln Life & Annuity Co. of New York</i>	16-cv-6399 PKC	S.D.N.Y.
<i>Herrera v. Wells Fargo Bank, N.A.</i>	18-cv-00332-JVS-MRW	C.D. Cal.
<i>Hill-Green v. Experian Info. Solutions, Inc.</i>	19-cv-708-MHL	E.D. Va.
<i>Huntzinger v. Suunto Oy</i>	37-2018-00027159-CU-BT-CTL	Cal. Super. Ct.
<i>In re Anthem, Inc. Data Breach Litig.</i>	15-md-02617	N.D. Cal.
<i>In re Arizona Theranos, Inc. Litig.</i>	16-cv-2138-DGC	D. Ariz.
<i>In re Babcock & Wilcox Co.</i>	00-10992	E.D. La.
<i>In re Blue Cross Blue Shield Antitrust Litig.</i>	13-CV-20000-RDP	N.D. Ala.
<i>In re Broiler Chicken Antitrust Litig.</i>	16-cv-08637	N.D. Ill.
<i>In re Countrywide Fin. Corp. Customer Data Sec. Breach</i>	MDL 08-md-1998	W.D. Ky.

CASE NAME	CASE NUMBER	LOCATION
<i>In re Farm-raised Salmon and Salmon Prod. Antitrust Litig.</i>	19-cv-21551-CMA	S.D. Fla.
<i>In re Gen. Motors LLC Ignition Switch Litig. (economic settlement)</i>	2543 (MDL)	S.D.N.Y.
<i>In re High Sulfur Content Gasoline Prod. Liab.</i>	MDL No. 1632	E.D. La.
<i>In re Home Depot, Inc., Customer Data Sec. Breach Litig.</i>	14-md-02583	N.D. Ga.
<i>In re Hypodermic Prod. Antitrust Litig.</i>	05-cv-01602	D.N.J.
<i>In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig. (Indirect-Purchasers)</i>	14-md-02542	S.D.N.Y.
<i>In re Lidoderm Antitrust Litig.</i>	14-md-02521	N.D. Cal.
<i>In re Local TV Advert. Antitrust Litig.</i>	MDL No. 2867	N.D. Ill.
<i>In re Lupron Mktg. & Sales Practices</i>	MDL No.1430	D. Mass.
<i>In re Mercedes-Benz Emissions Litig.</i>	16-cv-881 (KM) (ESK)	D.N.J.
<i>In re Monitronics Int'l, Inc., TCPA Litig.</i>	11-cv-00090	N.D. W.Va.
<i>In re Packaged Seafood Prods. Antitrust Litig. (DPP and EPP Class)</i>	15-md-02670	S.D. Cal.
<i>In re Parmalat Sec.</i>	04-md-01653 (LAK)	S.D.N.Y.
<i>In re PVC Pipe Antitrust Litig.</i>	24-cv-07639	N.D. Ill.
<i>In re Residential Schools Litig.</i>	00-CV-192059 CPA	Ont. Super. Ct.
<i>In re Ripple Labs Inc. Litig.</i>	18-cv-06753-PJH	N.D. Cal.
<i>In re Royal Ahold Sec. & "ERISA"</i>	03-md-01539	D. Md.
<i>In re Rust-Oleum Restore Mktg. Sales Practices & Prod. Liab. Litig.</i>	15-cv01364	N.D. Ill.
<i>In re Sears, Roebuck & Co. Front-Loading Washer Prod. Liab. Litig.</i>	06-cv-07023	N.D. Ill.
<i>In re Serzone Prod. Liab.</i>	02-md-1477	S.D. W. Va.
<i>In re Skelaxin (Metaxalone) Antitrust Litig.</i>	12-cv-194	E.D. Ten.
<i>In re Solodyn (Minocycline Hydrochloride) Antitrust Litig. (Direct Purchaser Class)</i>	14-md-2503	D. Mass.
<i>In re Subaru Battery Drain Prods. Liab. Litig.</i>	20-cv-03095-JHR-MJS	D.N.J.
<i>In re TJX Cos. Retail Sec. Breach Litig.</i>	MDL No. 1838	D. Mass.
<i>In re Trans Union Corp. Privacy Litig.</i>	MDL No. 1350	N.D. Ill.

CASE NAME	CASE NUMBER	LOCATION
<i>In re TransUnion Rental Screening Sol. Inc. FCRA Litig.</i>	20-md-02933-JPB	N.D. Ga.
<i>In re Uponor, Inc., F1807 Prod. Liab. Litig.</i>	2247	D. Minn.
<i>In re U.S. Dep't of Veterans Affairs Data Theft Litig.</i>	MDL 1796	D.D.C.
<i>In re Volkswagen "Clean Diesel" Mktg., Sales Practice and Prods. Liab. Litig.</i>	MDL 2672 CRB	N.D. Cal.
<i>In re ZF-TRW Airbag Control Units Prod. Liab. Litig.</i>	19-ml-02905-JAK-JPR (MDL 2905 JAK)	C.D. Cal.
<i>In re Zurn Pex Plumbing Prod. Liab. Litig.</i>	MDL 08-1958	D. Minn.
<i>In the Matter of GTV Media Grp. Inc.</i>	3-20537	SEC
<i>James v. PacifiCorp.</i>	20cv33885	Or. Cir. Ct.
<i>Johnson v. Yahoo! Inc.</i>	14-cv02028	N.D. Ill.
<i>Kearney v. Equilon Enter. LLC</i>	14-cv-00254	D. Ore.
<i>Ko v. Natura Pet Prod., Inc.</i>	09cv02619	N.D. Cal.
<i>Langan v. Johnson & Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Lavinsky v. City of Los Angeles</i>	BC542245	Cal. Super. Ct.
<i>Lee v. Stonebridge Life Ins. Co.</i>	11-cv-00043	N.D. Cal.
<i>Leonard v. John Hancock Life Ins. Co. of NY</i>	18-CV-04994	S.D.N.Y.
<i>Lerma v. Schiff Nutrition Int'l, Inc.</i>	11-cv-01056	S.D. Cal.
<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Lockwood v. Certegy Check Serv., Inc.</i>	07-CV-587-FtM-29-DNF	M.D. Fla.
<i>LSIMC, LLC v. Am. Gen. Life Ins. Co.</i>	20-cv-11518	C.D. Cal.
<i>Luster v. Wells Fargo Dealer Serv., Inc.</i>	15-cv-01058	N.D. Ga.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Markson v. CRST Int'l, Inc.</i>	17-cv-01261-SB (SPx)	C.D. Cal.
<i>Martinelli v. Johnson & Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McCall v. Hercules Corp.</i>	66810/2021	N.Y. Super. Ct.
<i>McCrary v. Elations Co., LLC</i>	13-cv-00242	C.D. Cal.
<i>Microsoft I-V Cases</i>	J.C.C.P. No. 4106	Cal. Super. Ct.
<i>Moehrl v. Nat'l Assoc. of Realtors</i>	19-cv-01610-ARW	N.D. Ill.
<i>Molina v. Intrust Bank, N.A.</i>	10-cv-3686	Ks. 18 th Jud. Dist. Ct.
<i>Moore v Robinhood Fin. LLC</i>	21-cv-01571-BJR	W. D. Wash.

CASE NAME	CASE NUMBER	LOCATION
<i>Morrow v. Conoco Inc.</i>	2002-3860	La. Dist. Ct.
<i>Mullins v. Direct Digital LLC.</i>	13-cv-01829	N.D. Ill.
<i>Myers v. Rite Aid of PA, Inc.</i>	01-2771	Pa. C.P.
<i>Naef v. Masonite Corp.</i>	CV-94-4033	Ala. Cir. Ct.
<i>Natale v. 9199-4467 Quebec Inc., d/b/a Earth Rated</i>	21-cv-6775-JS-SIL	E.D.N.Y.
<i>Nature Guard Cement Roofing Shingles Cases</i>	J.C.C.P. No. 4215	Cal. Super. Ct.
<i>Newton v. R.C. Bigelow Inc.</i>	22-cv-5660	E.D.N.Y.
<i>Nichols v. SmithKline Beecham Corp.</i>	00-6222	E.D. Pa.
<i>Nishimura v. Gentry Homes, LTD.</i>	11-11-1-1522-07-RAN	Haw. Super. Ct.
<i>Novoa v. The GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.
<i>Oberski v. Gen. Motors LLC and Gen. Motors of Canada Ltd.</i>	CV-14-502023-00CP	Ont. Super. Ct.
<i>Ocana v. Renew Fin. Holdings, Inc.</i>	BC701809	Cal. Super. Ct.
<i>Palace v. DaimlerChrysler</i>	01-CH-13168	Ill. Cir. Ct .
<i>Peek v. Microsoft Corp.</i>	CV-2006-2612	Ark. Cir. Ct.
<i>PHT Holding I LLC v. ReliaStar Life Ins. Co.</i>	18-cv-2863-DWF-ECW	D. Minn.
<i>PHT Holding II LLC v. N. Am. Co. for Life and Health Ins.</i>	18-CV-00368	S.D. Iowa
<i>Plubell v. Merck & Co., Inc.</i>	04CV235817-01	Mo. Cir. Ct.
<i>Podawiltz v. Swisher Int'l, Inc.</i>	16CV27621	Or. Cir. Ct.
<i>Poertner v. Gillette Co.</i>	12-cv-00803	M.D. Fla.
<i>Prather v. Wells Fargo Bank, N.A.</i>	15-cv-04231	N.D. Ga.
<i>Q+ Food, LLC v. Mitsubishi Fuso Truck of Am., Inc.</i>	14-cv-06046	D.N.J.
<i>Richison v. Am. Cemwood Corp.</i>	005532	Cal. Super. Ct.
<i>Rick Nelson Co. v. Sony Music Ent.</i>	18-cv-08791	S.D.N.Y.
<i>Roberts v. Electrolux Home Prod., Inc.</i>	12-cv-01644	C.D. Cal.
<i>Russell v. Kohl's Dep't Stores, Inc.</i>	15-cv-01143	C.D. Cal.
<i>Sandoval v. Merlex Stucco Inc.</i>	BC619322	Cal. Super. Ct.
<i>Scott v. Blockbuster, Inc.</i>	D 162-535	136 th Tex. Jud. Dist.
<i>Senne v. Office of the Comm'r of Baseball</i>	14-cv-00608-JCS	N.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>Shames v. Hertz Corp.</i>	07cv2174-MMA	S.D. Cal.
<i>Sidibe v. Sutter Health</i>	12-cv-4854-LB	N.D. Cal.
<i>Silverstein v. Genworth Life Ins. Co.</i>	23-cv-684	E.D. Va.
<i>Staats v. City of Palo Alto</i>	2015-1-CV-284956	Cal. Super. Ct.
<i>Soders v. Gen. Motors Corp.</i>	CI-00-04255	Pa. C.P.
<i>Sonner v. Schwabe North America, Inc.</i>	15-cv-01358 VAP (SPx)	C.D. Cal.
<i>Stroud v. eMachines, Inc.</i>	CJ-2003-968-L	W.D. Okla.
<i>Swetz v. GSK Consumer Health, Inc.</i>	20-cv-04731	S.D.N.Y.
<i>Talalai v. Cooper Tire & Rubber Co.</i>	MID-L-8839-00 MT	N.J. Super. Ct.
<i>Tech. Training Assoc. v. Buccaneers Ltd. P'ship</i>	16-cv-01622	M.D. Fla.
<i>Thibodeaux v. Conoco Philips Co.</i>	2003-481	La. 4 th Jud. Dist. Ct.
<i>Thomas v. Lennox Indus. Inc.</i>	13-cv-07747	N.D. Ill.
<i>Thompson v. Metropolitan Life Ins. Co.</i>	00-CIV-5071 HB	S.D.N.Y.
<i>Turner v. Murphy Oil USA, Inc.</i>	05-CV-04206-EEF-JCW	E.D. La.
<i>USC Student Health Ctr. Settlement</i>	18-cv-04258-SVW	C.D. Cal.
<i>Vance v. Mazda Motor of Am., Inc.</i>	01890-CJC-KES	C.D. Cal.
<i>Walker v. Rite Aid of PA, Inc.</i>	99-6210	Pa. C.P.
<i>Weiner v. Ocwen Fin. Corp.</i>	14-cv-02597-DJC-DB	E.D. Cal.
<i>Wells v. Abbott Lab., Inc. (AdvantEdge/ Myoplex nutrition bars)</i>	BC389753	Cal. Super. Ct.
<i>Wener v. United Tech. Corp.</i>	500-06-000425-088	QC. Super. Ct.
<i>West v. G&H Seed Co.</i>	99-C-4984-A	La. 27 th Jud. Dist. Ct.
<i>Williams v. Weyerhaeuser Co.</i>	CV-995787	Cal. Super. Ct.
<i>Yamagata v. Reckitt Benckiser, LLC</i>	17-cv-03529-CV	N.D. Cal.
<i>Zarebski v. Hartford Ins. Co. of the Midwest</i>	CV-2006-409-3	Ark. Cir. Ct.

- EXHIBIT B -

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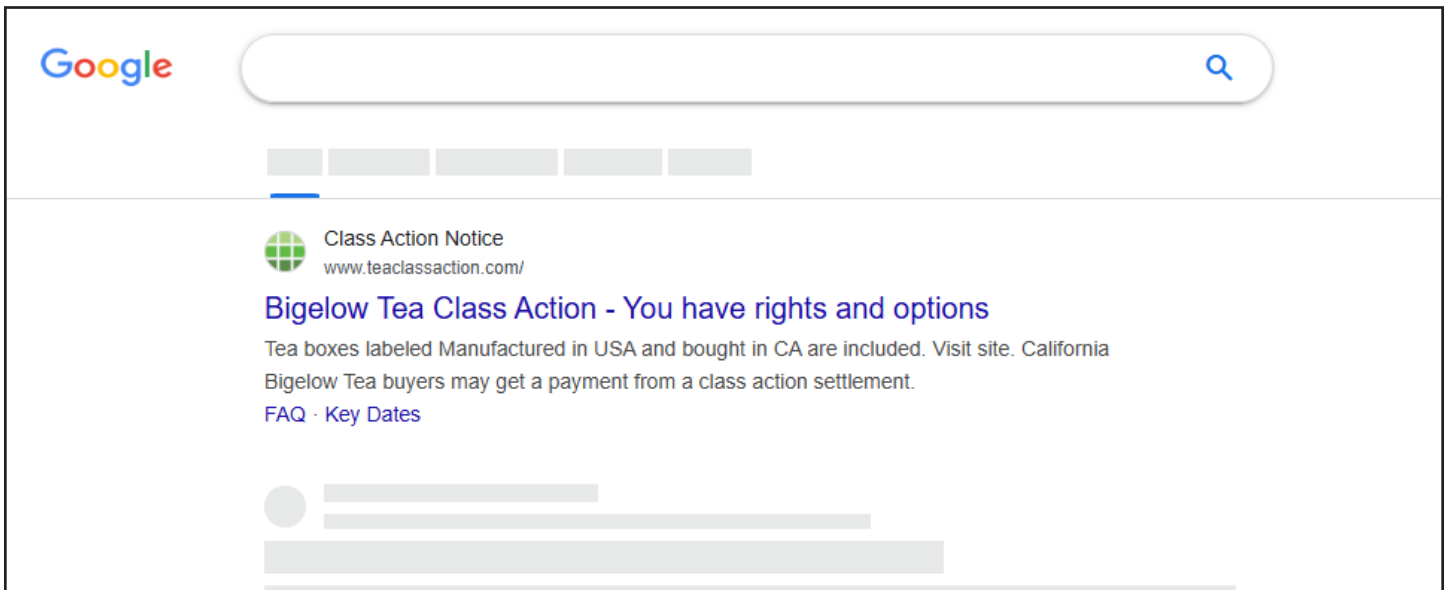

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- EXHIBIT C -

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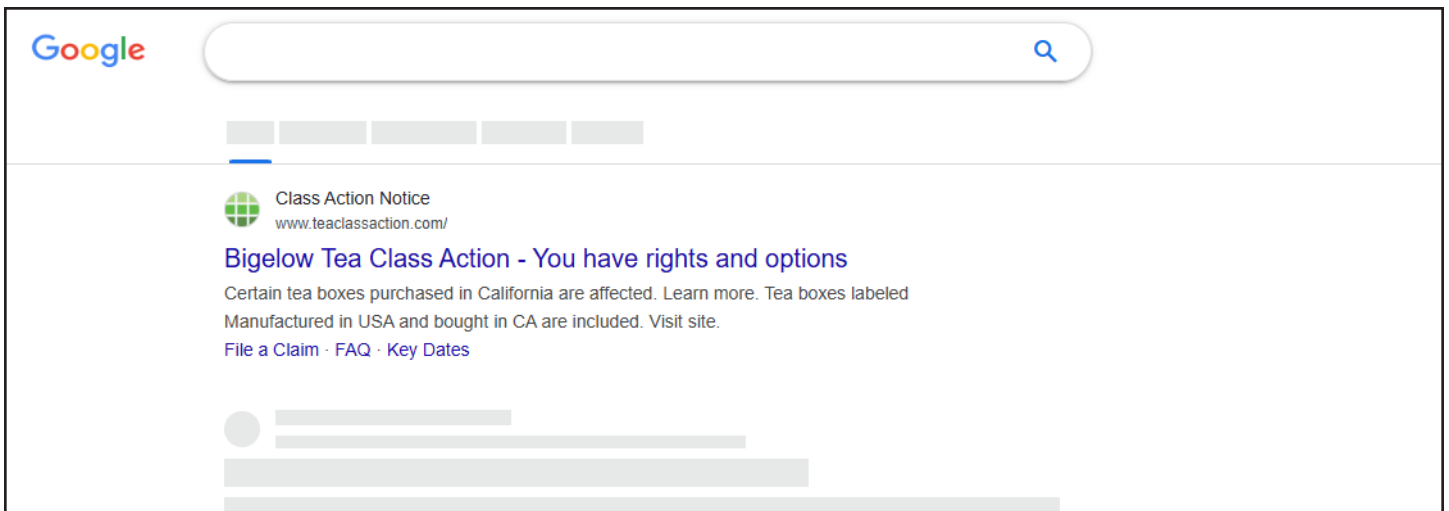
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Class Action Notice
www.teaclassaction.com/

Bigelow Tea Class Action - You have rights and options

Tea boxes labeled Manufactured in USA and bought in CA are included. Visit site. California Bigelow Tea buyers may get a payment from a class action settlement.

[FAQ](#) · [Key Dates](#)



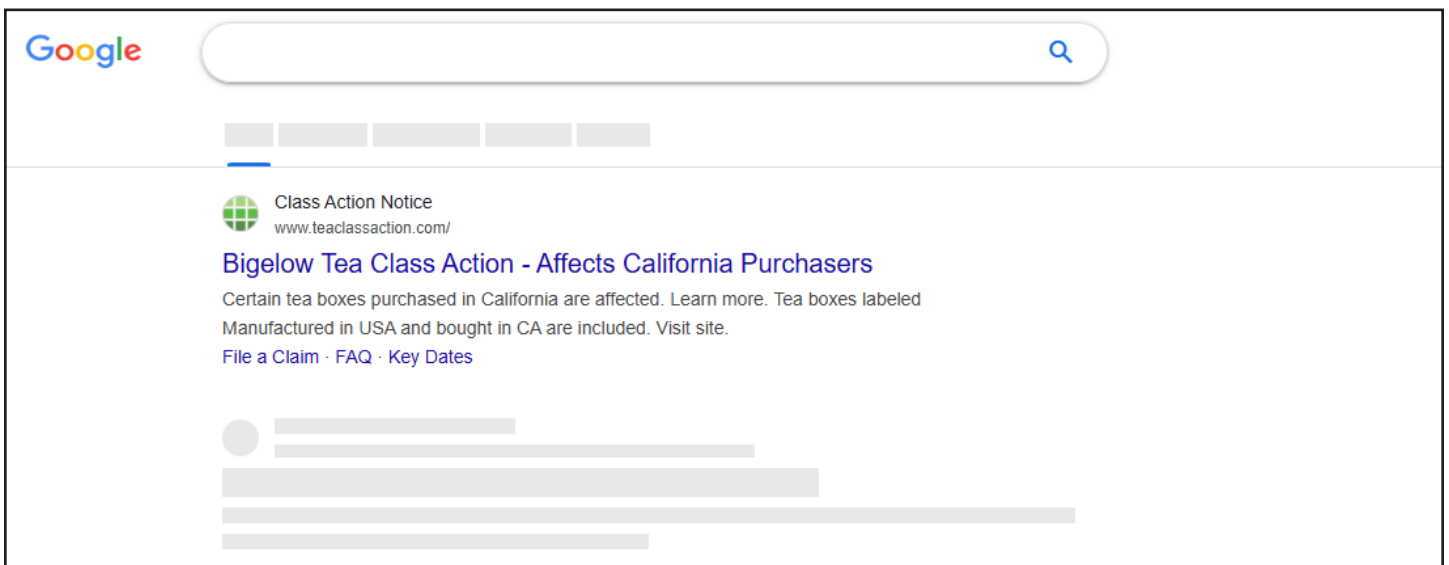
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Class Action Notice
www.teaclassaction.com/

Bigelow Tea Class Action - You have rights and options

Certain tea boxes purchased in California are affected. Learn more. Tea boxes labeled Manufactured in USA and bought in CA are included. Visit site.

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Class Action Notice
www.teaclassaction.com/

Bigelow Tea Class Action - Affects California Purchasers

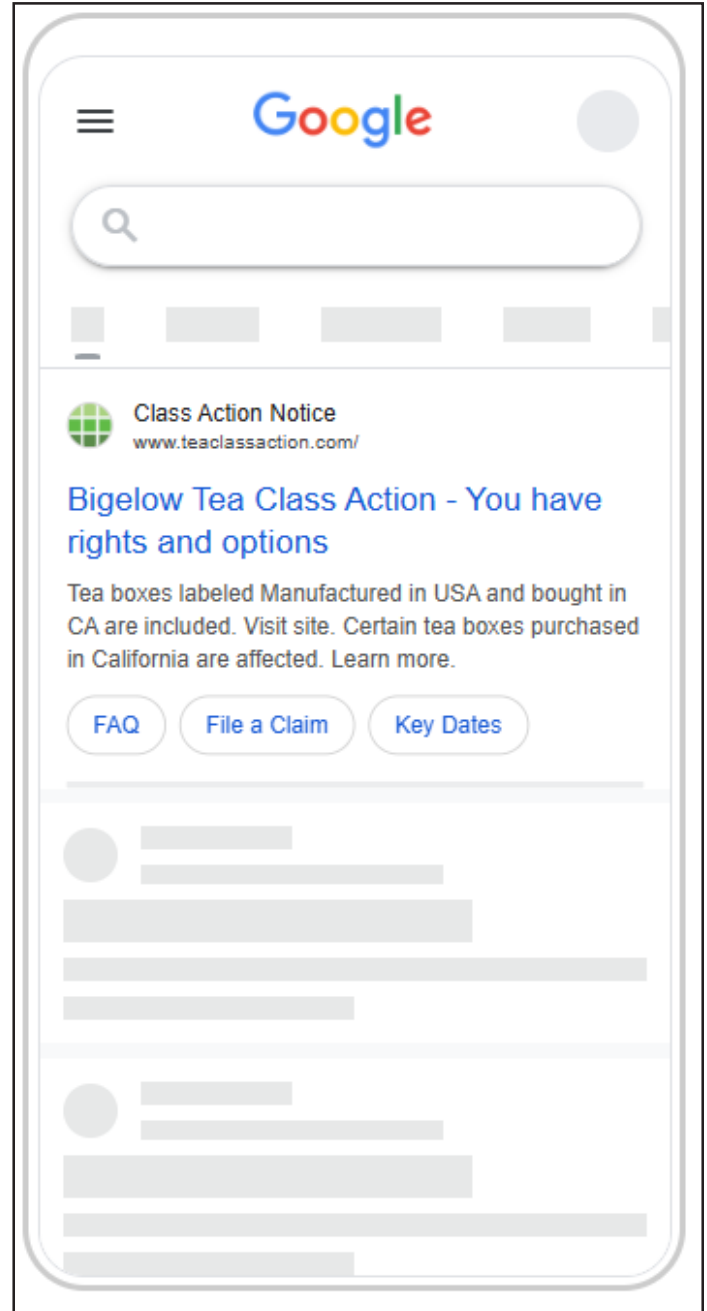
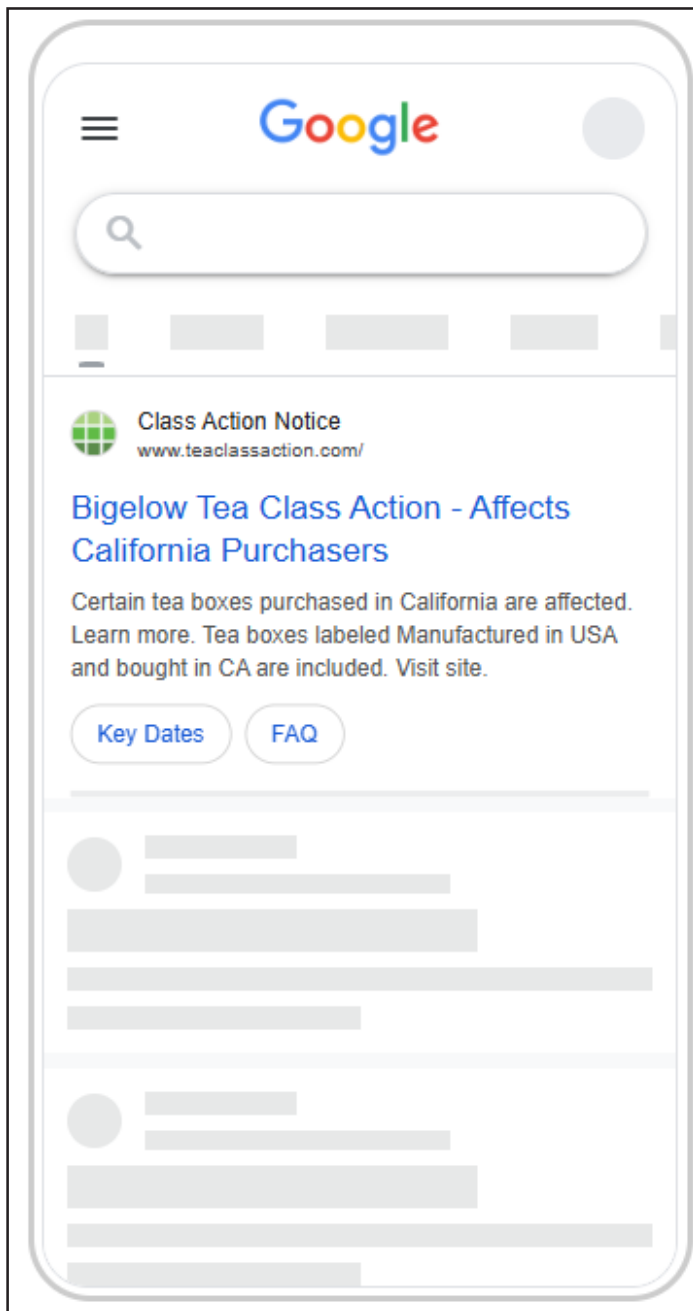
Certain tea boxes purchased in California are affected. Learn more. Tea boxes labeled Manufactured in USA and bought in CA are included. Visit site.

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Search Response Ads

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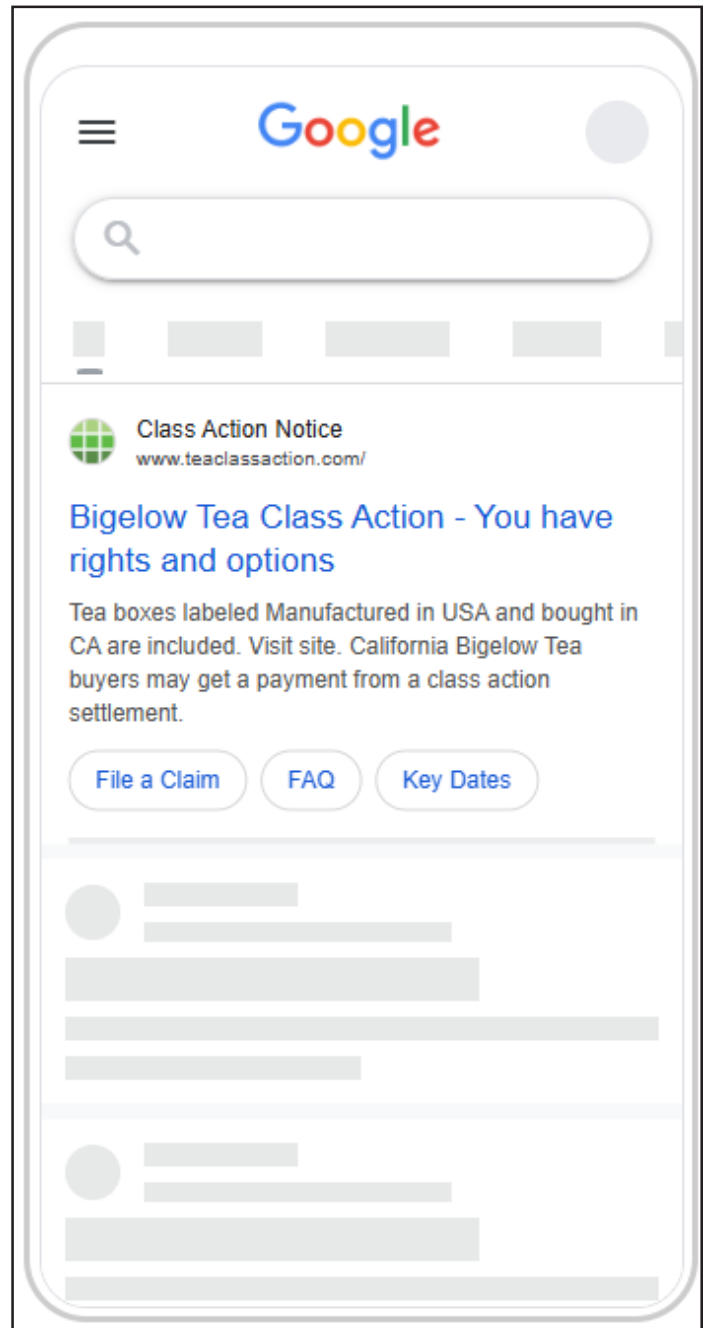
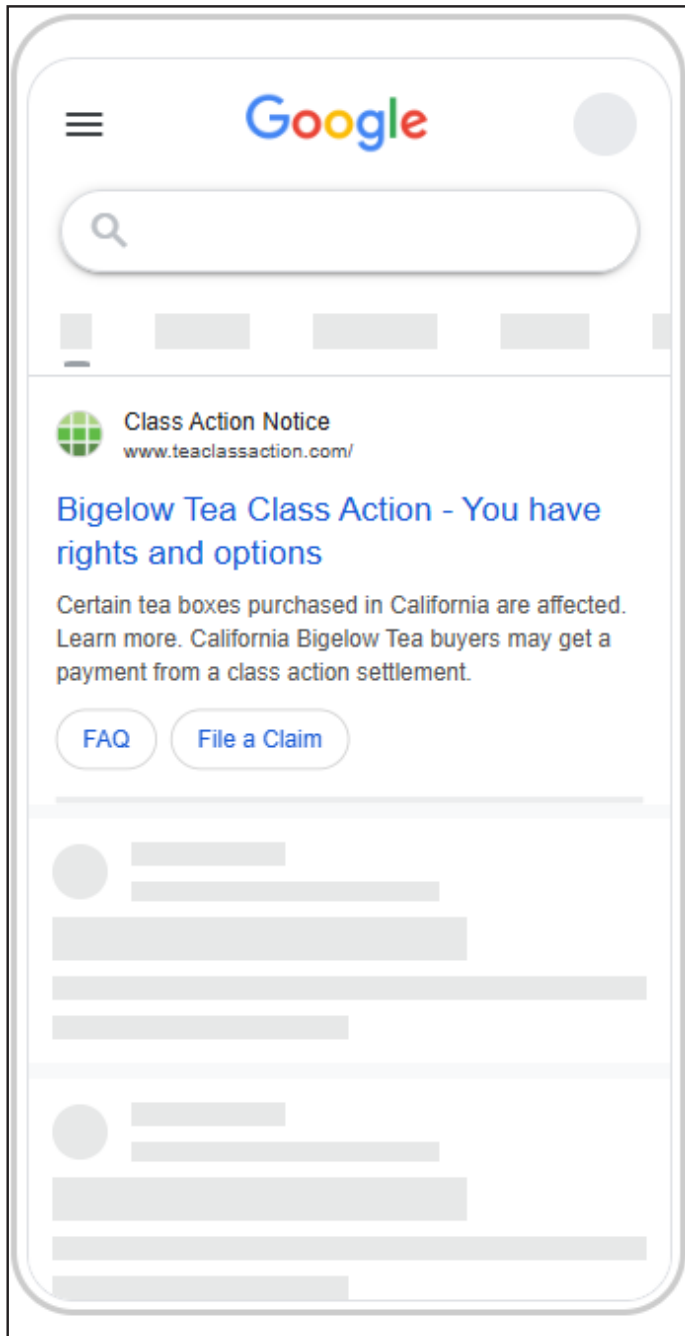
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11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA
13 WESTERN DIVISION
14

15 KIMBERLY BANKS and CAROL
16 CANTWELL, individually, and on
behalf of all others similarly situated,

17 Plaintiffs,

18 v.

19 R.C. BIGELOW, INC., a corporation;
20 and DOES 1 through 10, inclusive,

21 Defendants.
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CASE NO.: 2:20-cv-06208-SVW
(RAOx)

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 Plaintiffs Kimberly Banks and Carol Cantwell (“Plaintiffs”) and Defendant
2 R.C. Bigelow, Inc. (“Defendant” or “Bigelow”) have entered into a Settlement
3 Agreement, which, together with the exhibits attached thereto, sets forth the terms
4 and conditions for a proposed settlement and dismissal of the Action with prejudice
5 as to Bigelow upon the terms and conditions set forth therein (the “Settlement
6 Agreement”).

7 The Court has before it Plaintiffs’ Unopposed Motion for Preliminary
8 Approval of Class Action Settlement (“Motion”). After reviewing the Motion, the
9 Settlement Agreement and exhibits thereto, and good cause appearing, the Court
10 hereby grants the Motion.

11 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

12 1. Terms and phrases in this Order shall have the same meaning as
13 ascribed to them in the Settlement Agreement, unless otherwise defined herein.

14 2. Plaintiffs, with Bigelow’s consent, have moved the Court for an order
15 approving the Settlement of the Action in accordance with the Settlement
16 Agreement, which, together with the documents incorporated therein, sets forth the
17 terms and conditions for a proposed settlement and dismissal of the Action with
18 prejudice, and the Court having read and considered the Settlement Agreement and
19 having heard the Parties, hereby preliminarily approves the Settlement subject to the
20 Final Approval Hearing referred to in Paragraph 24 of this Order.

21 3. The Court has jurisdiction over the subject matter of this Action and
22 over all Parties to the Action.

23 4. The Court finds that, subject to the Final Approval Hearing, the
24 Settlement Agreement is fair, reasonable, and adequate, within the range of possible
25 approval, and in the best interests of the Settlement Class defined below. The Court
26 further finds that the Settlement Agreement substantially fulfills the purposes and
27 objectives of the class action and provides substantial relief to the Class without the
28 risks, burdens, costs, or delay associated with continued litigation. The Court also

1 finds that the Settlement Agreement: (a) is the result of arm's-length negotiations
2 between experienced class action attorneys; (b) is sufficient to warrant notice of the
3 Settlement and the Final Approval Hearing to be disseminated to the Settlement
4 Class; (c) meets all applicable requirements of law, including Federal Rule of Civil
5 Procedure 23 and the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, and
6 the U.S. Constitution; and (d) is not a finding or admission of liability by Bigelow or
7 any other person(s), nor a finding on the merits of any claims asserted in the Action.

8 **Certification of the Settlement Class**

9 5. The Court previously certified a Class. ECF No. 83. The Court now
10 reaffirms its class certification determination in the context of the Parties'
11 settlement.

12 6. For purposes of settlement: (a) Aubry Wand of the Wand Law Firm,
13 P.C. and Todd M. Schneider and Jason H. Kim of Schneider Wallace Cottrell Kim
14 LLP are appointed Class Counsel for the Settlement Class; and (b) Plaintiffs are
15 appointed Class Representatives for the Settlement Class. The Court finds that these
16 attorneys are competent and capable of exercising the responsibilities of Settlement
17 Class Counsel and that Plaintiffs will adequately protect the interests of the
18 Settlement Class defined below.

19 7. For purposes of settlement, the Court conditionally certifies the
20 following Settlement Class as defined in the Settlement Agreement:

21 All natural persons who purchased at least one 18/20 count box of Bigelow
22 Earl Grey Black Tea Caffeine, Green Tea Caffeine, Constant Comment Black
23 Tea Caffeine, Green Lemon Tea Caffeine, Vanilla Chai Black Tea Caffeine,
24 English Tea Time Black Tea Caffeine, Spiced Chai Black Tea Caffeine,
25 French Vanilla Black Tea Caffeine, or Vanilla Caramel Black Tea Caffeine,
26 labeled as "Manufactured in the USA 100% American Family Owned," at a
retail store in the state of California, at any time from October 17, 2017 to
July 31, 2023.

27 Excluded from the Settlement Class are: (a) Bigelow and Released Parties, (b)
28 distributors and retailers of the Class Products, (c) the Court and its staff, (d)

1 the Mediator and his staff, (e) counsel of record for the Parties and their
2 immediate family members, and (f) all Persons who timely and properly
3 exclude themselves from the Settlement Class.

4 8. The Court finds, subject to the Final Approval Hearing referred to in
5 Paragraph 24 below, that, within the context of and for the purposes of settlement,
6 the Settlement Class satisfies the requirements of Rule 23 of the Federal Rules of
7 Civil Procedure in that: (a) the Settlement Class is so numerous that joinder of all
8 members is impracticable; (b) there are questions of fact and law common to the
9 Settlement Class; (c) the claims of the Class Representatives are typical of the
10 claims of the members of the Settlement Class; (d) the Class Representatives and
11 Class Counsel will fairly and adequately protect the interests of the members of the
12 Settlement Class; (d) common questions of law or fact predominate over questions
13 affecting individual members; and (e) a class action is a superior method for fairly
14 and efficiently adjudicating the Action.

15 **Notice and Administration**

16 9. The Court approves the Notice Plan set forth in the Settlement
17 Agreement, and finds that it is reasonably calculated to, under all circumstances,
18 apprise members of the Settlement Class of the pendency of this Action, the terms
19 of the Settlement, and the right to object to the Settlement and to exclude themselves
20 from the Settlement Class. The Court also finds that the Notice Plan is the best
21 notice practicable under the circumstances and that it complies fully with the
22 requirements of the Federal Rules of Civil Procedure and Due Process.

23 10. The Parties have jointly selected a reputable settlement administration
24 company, JND Legal Administration (“JND”), to serve as the Settlement
25 Administrator. The Court hereby appoints JND to be the Settlement Administrator
26 and authorizes it to perform and execute the notice and administration
27 responsibilities set forth in the Settlement Agreement.
28

1 11. The Court approves as to form and content the Electronic and Paper
2 Claim Forms and all forms of Notice to the Settlement Class (Direct Notice, Long
3 Form Notice, and Summary Notice), attached as Exhibits to the Settlement
4 Agreement.

5 12. The Parties, without further approval from the Court, are permitted to
6 revise the Claim Forms and forms of Notice to the Settlement Class identified in
7 Paragraph 11 above in ways that are appropriate to update those documents for
8 purposes of accuracy or formatting, so long as they are consistent in all material
9 respects with the Settlement Agreement and this Order.

10 **Submission of Claims**

11 13. Class Members who wish to receive benefits under the Settlement
12 Agreement must complete and submit a timely and valid Claim Form in accordance
13 with the instructions contained therein and as described in the Notice and Settlement
14 Agreement. All Claim Forms must be postmarked or electronically submitted on or
15 before the Claim Deadline.

16 14. Any Class Member who does not submit a timely and valid Claim
17 Form shall be barred from receiving any monetary payment under the Settlement.

18 **Requests for Exclusion**

19 15. Class Members may exclude him or herself or “opt out” from the
20 Settlement Class by submitting a Request for Exclusion on or before the
21 Objection/Exclusion Deadline that complies with the exclusion procedures set forth
22 in the Settlement Agreement.

23 16. Class Members who fail to submit a valid and timely Request for
24 Exclusion shall be bound by the provisions of the Settlement Agreement and all
25 proceedings, determinations, orders and judgments in the Action relating thereto,
26 including the Final Judgment (if issued) and the Release provided for therein,
27 regardless of whether they submitted a Claim Form.
28

1 17. Class Members who submit a valid and timely Request for Exclusion
2 shall: (a) not be bound by the terms of the Settlement; (b) shall not be entitled to any
3 of its benefits; and (c) cannot object to the Settlement or otherwise appeal or
4 comment on the Settlement.

5 18. If a Class Member submits both a valid and timely Request for
6 Exclusion and an Objection, the Request for Exclusion shall control. If a Class
7 member submits both a valid Claim Form and a Request for Exclusion, the Claim
8 Form shall control.

9 **Objections and Appearances**

10 19. Any Class Member who does not submit a valid and timely Request for
11 Exclusion may object to the fairness, reasonableness, or adequacy of the Settlement
12 by filing an Objection with the Court on or before the Objection/Exclusion
13 Deadline.

14 20. Class Members shall file any Objections with the Court by: (a) mailing
15 them to the Clerk of Court, United States District Court for the Central District of
16 California, 350 West 1st Street, Los Angeles, CA 90012; or (b) filing them in person
17 at any location of the United States District Court for the Central District of
18 California or via the ECF electronic filing system.

19 21. To validly object, the Objection must comply with the objection
20 procedures set forth in the Settlement Agreement, and must contain: (a) a caption or
21 title that identifies it as “Objection to Class Settlement in *Banks v. R.C. Bigelow,*
22 *Inc.*, No. 2:20-cv-06208-SVW (RAOx)” or similar language that makes it clear that
23 the Person is objecting to this Settlement; (b) information sufficient to identify and
24 contact the objecting Class Member, including name, address, telephone number,
25 and, if available, email address, and if represented by counsel, the foregoing
26 information for his/her counsel; (c) information sufficient to establish the Person’s
27 standing as a Class Member (e.g., Proof of Purchase or verification under penalty of
28

1 perjury as to the Person's purchase of a Class Product); (d) a clear and concise
2 statement of the factual and legal grounds for the Objection; (e) whether the
3 Objection applies only to the Class Member, to a specific subset of the Settlement
4 Class, or to the entire Settlement Class; (f) whether the Class Member, or his/her
5 counsel, intends to appear at the Final Approval Hearing; and (g) the Class
6 Member's signature, in addition to the signature of his/her attorney, if any.

7 22. Class Members who fail to file a valid and timely Objection in
8 compliance with the requirements of the foregoing paragraph and the Settlement
9 Agreement shall be deemed to have waived any objections and shall be foreclosed
10 from making any objections (whether by appeal or otherwise) to any aspect of the
11 Settlement.

12 23. The Parties shall file any response to any Objection no later than 7
13 calendar days prior to the Final Approval Hearing.

14 **Final Approval Hearing**

15 24. The Final Approval Hearing shall be held before this Court in
16 Courtroom 10A at the Felicitas and Gonzalo Mendez United States Courthouse,
17 located at 350 W 1st St, Los Angeles, CA 90012, to determine: (a) whether the
18 proposed Settlement Agreement is fair, reasonable, and adequate and should be
19 given final approval by the Court; (b) whether a final judgment and order of
20 dismissal with prejudice should be entered; (c) whether to approve the payment of
21 the Fee Award to Class Counsel; (d) whether to approve the payment of the Class
22 Representative Service Awards to the Class Representatives; (e) whether to approve
23 the payment of the Settlement Notice and Administration Costs to the Settlement
24 Administrator; and (f) whether to approve distribution of the Settlement Benefits to
25 the Class.

26 25. Plaintiffs shall file their Motion for Final Approval no later than 28
27 calendar days before the Final Approval Hearing and they shall file any
28

1 supplemental briefing in support of their Fee Application no later than 35 calendar
2 days before the Objection/Exclusion Deadline. Plaintiffs shall file a declaration from
3 the Settlement Administrator attesting to its final costs no later than 7 calendar days
4 prior to the Final Approval Hearing.

5 26. All further proceedings in the Action are ordered stayed until Final
6 Judgment or termination of the Settlement, whichever occurs earlier, except for
7 those matters necessary to obtain and/or effectuate final approval of the Settlement.

8 **Related Orders**

9 27. The Court retains jurisdiction to consider all further applications arising
10 out of or connected with the proposed Settlement. The Court may approve the
11 Settlement, with such modifications as may be agreed to by the Parties, if
12 appropriate, without further notice to the Class.

13 28. If the Settlement Agreement is not approved by the Court in accordance
14 with its material terms, each Party will have the option of having the Action revert
15 to its status as if the Settlement Agreement had not been negotiated, made, or filed
16 with the Court. In such event, the Parties will retain all rights as if the Settlement
17 Agreement was never agreed upon and all negotiations, proceedings, documents
18 prepared, and statements made in connection therewith shall be without prejudice to
19 any person or party hereto, shall not be deemed or construed to be an admission by
20 any party of any act, matter, or proposition, and shall not be used in any manner or
21 for any purpose in any subsequent proceeding in this Action or in any other action in
22 any court or other proceeding.

23 **Implementation Schedule**

24 29. The Court sets the following settlement implementation schedule:

25

Event	Date
Deadline to commence Notice to the Class	_____ (21 days after preliminary approval)

26
27
28

1	Completion of Notice Plan	_____ (6 weeks after Notice commences)
2		
3	Deadline to File Fee Application	_____ (35 days before Objection/Exclusion Deadline)
4	Objection/Exclusion Deadline	_____ (30 days after Notice Plan is completed)
5		
6	Claim Deadline	_____ (60 days after Notice Plan is completed)
7		
8	Deadline to Complete Claim/Fraud Review	_____ (30 days after Claim Deadline)
9	Deadline to File Motion for Final Approval	_____ (28 days before Final Approval Hearing)
10		
11	Deadline to file declaration from Settlement Administrator attesting to its final costs / Deadline to Respond to Any Objections	_____ (7 days before Final Approval Hearing)
12		
13		
14		
15	Hearing on Motion for Final Approval	_____ at _____ a.m. / p.m. (28 days after filing of Motion for Final Approval)
16		

IT IS SO ORDERED.

DATED: _____

Honorable Stephen V. Wilson
United States District Judge