

1 SHERNOFF BIDART ECHEVERRIA LLP
Michael J. Bidart (State Bar No. 60582)
2 mbidart@shernoff.com
600 S. Indian Hill Boulevard
3 Claremont, California 91711
(909) 621-4935

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/03/2023 7:03 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

4 KERSHAW COOK & TALLEY PC
5 Stuart C. Talley (State Bar No. 180374)
stuart@kctlegal.com
6 401 Watt Avenue
Sacramento, California 95864
7 (916) 779-7000

8 NELSON & FRAENKEL LLP
Gretchen M. Nelson (State Bar No. 112566)
9 gnelson@nflawfirm.com
601 So. Figueroa Street, Suite 2050
10 Los Angeles, California 90017
(213) 622-6469

11 BENTLEY & MORE LLP
12 Gregory L. Bentley (State Bar No. 151147)
gbentley@bentleymore.com
13 4931 Birch Street
Newport Beach, California 92660
14 (949) 870-3800

15 Attorneys for Plaintiffs and the Class
16
17

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF LOS ANGELES**

20 HOLLY WEDDING, et al.,

21 Plaintiffs,

22 v.

23 CALIFORNIA PUBLIC EMPLOYEES'
RETIREMENT SYSTEM, et al.,

24 Defendants.

Judicial Council Coordination Proceeding No. 4936

Case No. BC517444

CLASS ACTION

Assigned for all purposes to the Honorable William
F. Highberger—Dept. SS10

**DECLARATION OF CAMERON R. AZARI,
ESQ. ON IMPLEMENTATION AND
ADEQUACY OF CLASS NOTICE PLAN; AND
ADMINISTRATION EXPENSES**

25
26
27
28 **DECLARATION OF CAMERON R. AZARI, ESQ. ON IMPLEMENTATION AND
ADEQUACY OF CLASS NOTICE PLAN; AND ADMINISTRATION EXPENSES**

1 I, Cameron R. Azari, Esq., declare as follows:

2 1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set
3 forth herein, and I believe them to be true and correct.

4 2. I am a nationally recognized expert in the field of legal notice, and I have served as an
5 expert in hundreds of federal and state cases involving class action notice plans.

6 3. I am a Senior Vice President with Epiq Class Action & Claims Solutions, Inc. (“Epiq”)
7 and the Director of Legal Notice for Hilsoft Notifications (“Hilsoft”); a firm that specializes in
8 designing, developing, analyzing and implementing large-scale legal notification plans. Hilsoft is a
9 business unit of Epiq.

10 4. Epiq is an industry leader in class action administration, having implemented more
11 than a thousand successful class action notice and settlement administration matters. Epiq has been
12 involved with some of the most complex and significant notice programs in recent history, examples
13 of which are discussed below. My team and I have experience with legal noticing in more than 575
14 cases, including more than 70 multidistrict litigation settlements, and have prepared notices that have
15 appeared in 53 languages and been distributed in almost every country, territory, and dependency in
16 the world. Courts have recognized and approved numerous notice plans developed by Epiq, and
17 those decisions have invariably withstood appellate review.

18 **RELEVANT EXPERIENCE**

19 5. I have served as a notice expert and have been recognized and appointed by courts to
20 design and provide notice in many large and significant cases, including:

21 a) *In Re: Zoom Video Communications, Inc. Privacy Litigation*, 3:20-cv-02155
22 (N.D. Cal.), involved an extensive notice plan for a \$85 million privacy settlement involving Zoom,
23 the most popular videoconferencing platform. Notice was sent to more than 158 million class
24 members by email or mail and millions of reminder notices were sent to stimulate claim filings. The
25 individual notice efforts reached approximately 91% of the class and were enhanced by supplemental
26 media, which was provided with regional newspaper notice, nationally distributed digital and social
27 media notice (delivering more than 280 million impressions), sponsored search, an informational
28 release, and a settlement website.

1 b) *In re Takata Airbag Products Liability Litigation*, MDL No. 2599, 1:15-md-
2 02599 (S.D. Fla.), involved \$1.91 billion in settlements with BMW, Mazda, Subaru, Toyota, Honda,
3 Nissan, Ford, and Volkswagen regarding Takata airbags. The notice plans for those settlements
4 included individual mailed notice to more than 61.8 million potential class members and extensive
5 nationwide media via consumer publications, U.S. Territory newspapers, radio, internet banners,
6 mobile banners, and behaviorally targeted digital media. Combined, the notice plans reached more
7 than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle, with a frequency of
8 4.0 times each.

9 c) *In Re: Capital One Consumer Data Security Breach Litigation*, MDL No. 2915,
10 1:19-md-02915 (E.D. Va.), involved an extensive notice program for a \$190 million data breach
11 settlement. Notice was sent to more than 93.6 million settlement class members by email or mail. The
12 individual notice efforts reached approximately 96% of the identified settlement class members and
13 were enhanced by a supplemental media plan that included banner notices and social media notices
14 (delivering more than 123.4 million impressions), sponsored search, and a settlement website.

15 d) *In re: Disposable Contact Lens Antitrust Litigation*, 3:15-md-02626 (M.D.
16 Fla.), involved several notice programs to notify retail purchasers of disposable contact lenses
17 regarding four settlements with different settling defendants totaling \$88 million. For each notice
18 program more than 1.98 million email or postcard notices were sent to potential class members and
19 a comprehensive media plan was implemented, with a well-read nationwide consumer publication,
20 internet banner notices (delivering more than 312.9 million – 461.4 million impressions per
21 campaign), sponsored search listings, and a case website.

22 e) *In re: Fairlife Milk Products Marketing and Sales Practices Litigation*, 1:19-
23 cv-03924 (N.D. Ill.), for a \$21 million settlement that involved The Coca-Cola Company, fairlife,
24 LLC, and other defendants regarding allegations of false labeling and marketing of fairlife milk
25 products, a comprehensive media-based notice plan was designed and implemented. The plan
26 included a consumer print publication notice, targeted banner notices, and social media (delivering
27 more than 620.1 million impressions in English and Spanish nationwide). Combined with individual
28

1 notice to a small percentage of the class, the notice plan reached approximately 80.2% of the class.
2 The reach was further enhanced by sponsored search, an informational release, and a website.

3 f) *In re Morgan Stanley Data Security Litigation*, 1:20-cv-05914 (S.D.N.Y.),
4 involved a \$60 million settlement for Morgan Stanley Smith Barney’s account holders in response to
5 “Data Security Incidents.” More than 13.8 million email or mailed notices were delivered, reaching
6 approximately 90% of the identified potential settlement class members. The individual notice efforts
7 were supplemented with nationwide newspaper notice and a settlement website.

8 g) *In re: Payment Card Interchange Fee and Merchant Discount Antitrust*
9 *Litigation*, MDL No. 1720 (E.D.N.Y.), involved a \$6.05 billion settlement reached by Visa and
10 MasterCard. An intensive notice program included more than 19.8 million direct mail notices sent
11 to potential class members, together with insertions in over 1,500 newspapers, consumer magazines,
12 national business publications, trade and specialty publications, with notices in multiple languages,
13 and an extensive online notice campaign featuring banner notices that generated more than 770
14 million adult impressions. Sponsored search listings and a settlement website in eight languages
15 expanded the notice program. For the subsequent, \$5.54 billion settlement reached by Visa and
16 MasterCard, an extensive notice program was implemented, which included over 16.3 million direct
17 mail notices to class members together with more than 354 print publication insertions and banner
18 notices, which generated more than 689 million adult impressions. The Second Circuit recently
19 affirmed the settlement approval. *See* No. 20-339 *et al.*, — F.4th —, 2023 WL 2506455 (2d Cir.
20 Mar. 15, 2023).

21 h) *In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on*
22 *April 20, 2010*, MDL No. 2179 (E.D. La.), involved landmark settlement notice programs to distinct
23 “Economic and Property Damages” and “Medical Benefits” settlement classes for BP’s \$7.8 billion
24 settlement of claims related to the Deepwater Horizon oil spill. Notice efforts included more than
25 7,900 television spots, 5,200 radio spots, and 5,400 print insertions and reached over 95% of Gulf
26 Coast residents.

27 6. Courts have recognized our testimony as to which method of notification is
28 appropriate for a given case, and I have provided testimony on numerous occasions on whether a

1 certain method of notice represents the best notice practicable under the circumstances. Numerous
2 court opinions and comments regarding my testimony, and the adequacy of our notice efforts, are
3 included in our *curriculum vitae* included as **Attachment 1**.

4 7. In forming expert opinions, my staff and I draw from our in-depth class action case
5 experience, as well as our educational and related work experiences. I am an active member of the
6 Oregon State Bar, having received my Bachelor of Science from Willamette University and my Juris
7 Doctor from Northwestern School of Law at Lewis and Clark College. I have served as the Director
8 of Legal Notice for Epiq since 2008 and have overseen the detailed planning of virtually all of our
9 court-approved notice programs during that time. Overall, I have more than 23 years of experience
10 in the design and implementation of legal notification and claims administration programs, having
11 been personally involved in well over one hundred successful notice programs.

12 8. The facts in this declaration are based on my personal knowledge, as well as
13 information provided to me by my colleagues in the ordinary course of my business at Epiq.

14 **OVERVIEW**

15 9. This declaration describes the implementation of the Class Notice Plan (“Notice
16 Plan”) and notices (the “Notice” or “Notices”) for *Holly Wedding, et al. v. California Public*
17 *Employees’ Retirement System, an agency of the State of California, et al.*, Case No. BC517444,
18 currently pending in the Superior Court for the State of California for the County of Los Angeles.
19 Epiq designed this Notice Plan based on our extensive prior experience and research into the notice
20 issues particular to this case. Epiq also designed and implemented notice for the initial Settlement in
21 2021 (the “Prior Settlement”). As in the Prior Settlement, we designed and implemented a Notice
22 Plan that was the best method practicable under the circumstances to provide notice to the Settlement
23 Class Members.

24 **DATA PRIVACY AND SECURITY**

25 10. Epiq has procedures in place to protect the security of data for the Settlement Class.
26 As with all cases, Epiq maintained extensive data security and privacy safeguards in its official
27 capacity as the Settlement Administrator for this Action. A Services Agreement, which formally
28 retained Epiq as the Settlement Administrator, governs Epiq’s administration responsibilities for the

1 Action. Service changes or modification beyond the original contract scope will require formal
2 contract addendum or modification. Epiq maintains adequate insurance in case of errors.

3 11. As a data processor, Epiq performs services on data provided, only as outlined in a
4 contract and/or associated statement(s) of work. Epiq does not utilize or perform other procedures on
5 personal data provided or obtained as part of its services to a client. All data provided directly to Epiq for
6 the Settlement Class was used solely for the purpose of effecting the settlement administration for this
7 Action. Epiq will not use such information for any other purpose, specifically the information will not be
8 used, disseminated, or disclosed by or to any other person for any other purpose.

9 12. The security and privacy of clients' and class members' information and data are
10 paramount to Epiq. That is why Epiq has invested in a layered and robust set of trusted security
11 personnel, controls, and technology to protect the data we handle. To promote a secure environment
12 for client and class member data, industry leading firewalls and intrusion prevention systems protect
13 and monitor Epiq's network perimeter with regular vulnerability scans and penetration tests. Epiq
14 deploys best-in-class endpoint detection, response, and anti-virus solutions on our endpoints and
15 servers. Strong authentication mechanisms and multi-factor authentication are required for access to
16 Epiq's systems and the data we protect. In addition, Epiq has employed the use of behavior and
17 signature-based analytics as well as monitoring tools across our entire network, which are managed
18 24 hours per day, 7 days per week, by a team of experienced professionals.

19 13. Epiq's world class data centers are defended by multi-layered, physical access
20 security, including formal ID and prior approval before access is granted, CCTV, alarms, biometric
21 devices, and security guards, 24 hours per day, 7 days per week. Epiq manages minimum Tier 3+
22 data centers in 18 locations worldwide. Our centers have robust environmental controls including
23 UPS, fire detection and suppression controls, flood protection, and cooling systems.

24 14. Beyond Epiq's technology, our people play a vital role in protecting class members'
25 and our clients' information. Epiq has a dedicated information security team comprised of highly
26 trained, experienced, and qualified security professionals. Our teams stay on top of important security
27 issues and retain important industry standard certifications, like SANS, CISSP, and CISA. Epiq is
28 continually improving security infrastructure and processes based on an ever-changing digital

1 landscape. Epiq also partners with best-in-class security service providers. Our robust policies and
2 processes cover all aspects of information security to form part of an industry leading security and
3 compliance program, which is regularly assessed by independent third parties.

4 15. Epiq holds several industry certifications including: TISAX, Cyber Essentials, Privacy
5 Shield, and ISO 27001. In addition to retaining these certifications, we are aligned to HIPAA, NIST,
6 and FISMA frameworks. We follow local, national, and international privacy regulations. To support
7 our business and staff, Epiq has a dedicated team to facilitate and monitor compliance with privacy
8 policies. Epiq is also committed to a culture of security mindfulness. All employees routinely
9 undergo cybersecurity training to ensure that safeguarding information and cybersecurity vigilance
10 is a core practice in all aspects of the work our teams complete.

11 16. Upon completion of a project, Epiq continues to host all data until otherwise instructed
12 in writing by a customer to delete, archive or return such data. When a customer requests that Epiq
13 delete or destroy all data, Epiq agrees to delete or destroy all such data; provided, however, that Epiq
14 may retain data as required by applicable law, rule or regulation, and to the extent such copies are
15 electronically stored in accordance with Epiq's record retention or back-up policies or procedures
16 (including those regarding electronic communications) then in effect. Epiq keeps data in line with
17 client retention requirements. If no retention period is specified, Epiq returns the data to the client or
18 securely deletes it as appropriate.

19 **NOTICE PLAN SUMMARY**

20 17. California Rules of Court Rule, 3.766 directs that courts must determine whether notice
21 is necessary, the time and manner of notice, and the content of notice. For this Action, the Court in
22 the *Order Granting Preliminary Approval of Second Class Action Settlement* filed March 10, 2023
23 ("Preliminary Approval Order") approved sending individual notice to Settlement Class Members,
24 which it deemed satisfies the requirements of due process and provides the best notice practicable
25 under the circumstances and constitutes due and sufficient notice to all persons entitled thereto. The
26 Notice Plan as designed and implemented satisfied these requirements.

27 18. The Notice Plan was designed to reach the greatest practicable number of Settlement
28 Class Members with individual notice via mail and email where email addresses were provided. The

1 Notice Plan notice efforts reached approximately 99% of the identified Settlement Class Members.
2 The reach was further enhanced by a Class Website. In my experience, the reach of the Notice Plan
3 was consistent with other court-approved notice plans, was the best notice practicable under the
4 circumstances, and satisfied the requirements of due process, including its “desire to actually inform”
5 requirement.¹

6 **NOTICE PLAN DETAIL**

7 19. On March 10, 2023, the Court approved the Notice Plan and appointed Epiq as the
8 Settlement Administrator in the Preliminary Approval Order. The Court also conditionally certified
9 the Settlement Class for purposes of settlement only, defined as follows:

10 Any individual who was a California citizen in February 2013, and who
11 purchased LTC1 and LTC2 policies from California Public Employees’
12 Retirement System (“CalPERS”) that included the automatic inflation
13 protection benefit and were subjected to the Challenged Increase.

14 Policyholders who converted their policies to LTC3 policies prior to the
15 implementation of the Challenged Increase are not included in the
16 Settlement Class, even if the conversion occurred after the Challenged
17 Increase was approved in October 2012.

18 The Settlement Class does not include those individuals who opted out of
19 the Class certified by the Court on January 28, 2016.

20 20. After the Court’s Preliminary Approval Order was entered, we began to implement
21 the Notice Plan. This declaration will detail the notice activities undertaken to date and explain how
22 and why the Notice Plan was comprehensive and well-suited to reach the Settlement Class Members.
23 This declaration will also discuss the administration activity to date.

24 ***Individual Notice***

25 21. Epiq was previously provided with the list of Settlement Class Members for the Prior
26 Settlement and Epiq has maintained updated records for Settlement Class Members. On March 1,
27

28 ¹ *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .”).

1 2023, and March 3, 2023, Epiq received updated data for 79,523 identified Settlement Class Members
2 (“Initial Class List”), which included contact information and Settlement Class Members’ policy
3 designee contact information. Epiq loaded the unique, identified Settlement Class Member records
4 into its database for this Action. All 79,523 identified Settlement Class Members were mailed a Class
5 Notice Package via United States Postal Service (“USPS”) first-class mail and 36,954 of the identified
6 Settlement Class Members with a valid email address were also sent an Email Class Notice.

7 22. Subsequently, on June 6, 2023, Epiq received additional data for identified Settlement
8 Class Members (“Additional Class List”), which included contact information and Settlement Class
9 Members’ policy designee contact information. The data included additional information for 44
10 Settlement Class Members provided in the Initial Class List, and 174 newly identified Settlement
11 Class Members that were *not* included in the Initial Class List. Epiq loaded the unique, identified
12 Settlement Class Member records into its database for this Action and updated the existing records.
13 All 218 Settlement Class Members included on the Additional Class List were mailed an Updated
14 Class Notice Package via USPS first-class mail. Combined, the Initial Class List and the Additional
15 Class List resulted in 79,697 identified Settlement Class Members whom were sent notice.

16 ***Individual Notice – Direct Mail***

17 23. On April 7, 2023, Epiq mailed 79,523 Class Notice Packages to identified Settlement
18 Class Members for whom an associated physical mailing address was available (“Initial Class List
19 Mailing”). The Class Notice Packages included the Class Notice, Letter from Plaintiffs and Class
20 Counsel Regarding New Settlement, which outlined the Second Settlement and explained the reasons
21 for the Settlement, and Individual Settlement Award Forms identifying the Initial Settlement
22 Category and the benefits that each Settlement Class Member will receive. The Individual Settlement
23 Award Form was tailored to each category that informed each Settlement Class Member of: (1) the
24 amount they may receive under the Settlement if their Initial Settlement Category does not change
25 prior to the Final Settlement Date and how that amount was calculated;² (2) the Settlement Class
26

27 ² Because Settlement Class Members in Category A must continue to pay premiums to CalPERS until
28 the Final Settlement Date, the Class Notice advises the Settlement Class Members that the amount of
their premium refunds will likely increase.

1 Member's current address and point of contact; (3) an explanation that if the Settlement Class
2 Member is in Category A, B or C and elects a premium refund they will Surrender their CalPERS
3 LTC Policy, or if the policyholder elects to retain their policy they will receive a \$1,000 cash payment,
4 a rate freeze until at least November 1, 2024, and retain all the benefits of the policy; and (4) an
5 explanation that Category A Settlement Class Members must continue to pay premiums to CalPERS
6 at the level set by CalPERS until the Final Settlement Date in order to obtain the benefits of the
7 Settlement.

8 24. For those Settlement Class Members in Category A, B or C, the Class Notice directed
9 the Settlement Class Members to an online portal on the Class Website where they were able to select
10 the option of either (i) an 80% refund of premiums paid (less benefits received) and the surrender of
11 their CalPERS LTC policy or (ii) retaining their CalPERS LTC policy and receiving a \$1,000 cash
12 payment and rate freeze, and acknowledged that the Category A Settlement Class Members must
13 continue to pay premiums to CalPERS until the Final Settlement Date. For Settlement Class
14 Members in Categories B and C, the Notice also included a hard-copy Claim Form. For those unable
15 to utilize the online portal, the Class Notice provided information for Settlement Class Members to
16 obtain an Election Claim Form that could be completed and returned via USPS first-class mail.
17 Settlement Class Members were notified that the Election Claim Form must be completed either
18 online or by mail and be returned by the established deadline. Settlement Class Members in
19 Categories D and E, who let their policies lapse as a result of the challenged increase, were notified
20 that they must complete and submit a Lapse Claim Form by the established deadline stating under
21 penalty of perjury that they permitted their policies to lapse as a result of the Challenged Increase³.

22 25. The Class Notice is included as **Attachment 2**. The Letter from Plaintiffs and Class
23 Counsel Regarding New Settlement is included as **Attachment 3**. The Individual Settlement Award
24 Forms: Category A Form is included as **Attachment 4**, Category B Form is included as **Attachment 5**,
25 Category C Form is included as **Attachment 6**, Category D Form is included as **Attachment 7**,

27 ³ By agreement of the parties, heirs or designees of Category D and E Settlement Class Members
28 who passed away were allowed to submit lapse claim forms on behalf of the deceased Class
Member. In addition, by agreement of the parties, lapsed claim forms submitted for the Prior
Settlement are being honored for this Settlement.

Category E Form is included as **Attachment 8**, Category F Form is included as **Attachment 9**, Category G Form is included as **Attachment 10**, and Category H Form is included as **Attachment 11**.

26. Subsequently, on June 16, 2023, Epiq sent 218 Updated Class Notice Packages to those Settlement Class Members in the additional data set (“Additional Class List Mailing”). This included 174 newly identified Settlement Class Members that were *not* included in the Initial Class List and 44 Settlement Class Members provided in the Initial Class List that received notices based on updated information.

27. The following table details the number of Settlement Class Members sent an Updated Class Notice Package by Initial Settlement Category.

Category	Initial Settlement Category Description	Count
A	Participating Settlement Class Members who are Current Policyholders and who are not On Claim on the Final Settlement Date.	8
C	Participating Settlement Class Members who are On Claim both on the Notice Date and the Final Settlement Date, and who reduced benefits as a result of the Challenged Increase.	41
E	Participating Settlement Class Members who let their CalPERS LTC Policy Lapse between January 1, 2015, and the Final Settlement Date.	4
F	Participating Settlement Class Members who passed away after February 1, 2013, and before the Final Settlement Date, and who reduced benefits as a result of the Challenged Increase.	165
TOTAL		218

28. The Updated Class Notice Packages included the Updated Class Notice, Updated Letter from Plaintiffs and Class Counsel Regarding New Settlement, and Updated Individual Settlement Award Forms identifying the Initial Settlement Category, the benefits that each Settlement Class Member will receive, and Category A, C, or E Form. The updated Notice documents for the Additional Class List Mailing included extended deadlines to submit a Category A, C, or E Form, opt-out and object, etc. The Updated Class Notice Packages were sent via USPS first-class mail.

29. The Updated Class Notice sent for the Additional Class List Mailing (with extended deadlines to submit a Category A, C, or E Form, opt-out and object, etc.) is included as **Attachment 12**. The Updated Letter from Plaintiffs and Class Counsel Regarding New Settlement is included as **Attachment 13**. The Updated Individual Settlement Award Forms: Updated Category A Form is

1 included as **Attachment 14**, Updated Category C Form is included as **Attachment 15**, Updated
 2 Category E Form is included as **Attachment 16**, and Updated Category F Form is included as
 3 **Attachment 17**. A supplemental declaration to the Court prior to the Fairness Hearing will provide
 4 updated information on any requests for exclusion and/or objections from Settlement Class Members
 5 included in the Additional Class List Mailing.

6 30. The following table details the number of Settlement Class Members sent Class Notice
 7 and Updated Class Notice for each Initial Settlement Category.

8 9 Category	Initial Settlement Category Description	Class Notice Count	Updated Class Notice Count
10 11 A	Participating Settlement Class Members who are Current Policyholders and who are not On Claim on the Final Settlement Date.	55,467	6
12 13 B	Participating Settlement Class Members who are On Claim both on the Notice Date and the Final Settlement Date, and who paid the Challenged Increase.	1,360	0
14 15 C	Participating Settlement Class Members who are On Claim both on the Notice Date and the Final Settlement Date, and who reduced benefits as a result of the Challenged Increase.	1,985	0
16 17 D	Participating Settlement Class Members who let their CalPERS LTC Policy Lapse between February 1, 2013, and December 31, 2014.	2,865	0
18 19 E	Participating Settlement Class Members who let their CalPERS LTC Policy Lapse between January 1, 2015, and the Final Settlement Date.	3,660	4
20 21 F	Participating Settlement Class Members who passed away after February 1, 2013, and before the Final Settlement Date, and who reduced benefits as a result of the Challenged Increase.	7,594	164
22 23 G	Participating Settlement Class Members who passed away after February 1, 2013, and before the Final Settlement Date, who paid the Challenged Increase, and who never reduced benefits as a result of the Challenge Increase.	6,392	0
24 25 H	Participating Settlement Class Members who paid the Challenged Increase, went On Claim, and exhausted their benefits before the Final Settlement Date.	200	0
TOTAL		79,523	174

26 31. Prior to sending the Class Notice Packages, all mailing addresses were checked against
 27 the National Change of Address (“NCOA”) database maintained by the USPS to ensure all address
 28

1 information was up-to-date and accurately formatted for mailing.⁴ In addition, the addresses were
2 certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code and
3 verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This
4 address updating process is standard for the industry and for the majority of promotional mailings
5 that occur today.

6 32. The return address on the Class Notice Packages is a post office box that Epiq
7 maintains for this case. The USPS automatically forwards Class Notice Packages with an available
8 forwarding address order that has not expired (“Postal Forwards”). Class Notice Packages returned
9 as undeliverable are re-mailed to any new address available through USPS information, (for example,
10 to the address provided by the USPS on returned mail pieces for which the automatic forwarding
11 order had expired, but was still within the time period in which the USPS returns the piece with the
12 address indicated), or to better addresses that are found using a third-party address lookup service.
13 Upon successfully locating better addresses, Class Notice Packages were promptly remailed. As of
14 July 3, 2023, Epiq has remailed 469 Class Notice Packages. 271 were returned undeliverable..

15 33. Additionally, prior to the claim filing deadline, Settlement Class Members were able to
16 request via the toll-free telephone number or other means that a Claim Package (Class Notice and
17 Award Letter - Election Claim Form or Lapse Claim Form for Category A-E) be mailed to them. As
18 of July 3, 2023, Epiq has sent 1,073 Claim Packages as a result of such requests.

19 **Individual Notice – Email**

20 34. On April 7, 2023, Epiq sent 36,954 Email Class Notices to identified Settlement Class
21 Members for whom a valid email address was available. The following industry standard best
22 practices were followed for the email notice efforts. The Email Class Notice was drafted in such a
23 way that the subject line, the sender, and the body of the message would overcome SPAM filters and
24

25
26 ⁴ The NCOA database is maintained by the USPS and consists of approximately 160 million
27 permanent change-of-address (COA) records consisting of names and addresses of individuals,
28 families, and businesses who have filed a change-of-address with the Postal Service™. The address
information is maintained on the database for 48 months and reduces undeliverable mail by providing
the most current address information, including standardized and delivery-point-coded addresses, for
matches made to the NCOA file for individual, family, and business moves.

1 ensure readership to the fullest extent reasonably practicable. For instance, the Email Class Notice
2 used an embedded html text format. This format provided easy to read text without graphics, tables,
3 images, attachments, and other elements that would have increased the likelihood that the message
4 would have been blocked by Internet Service Providers (ISPs) and/or SPAM filters. The Email Class
5 Notices were sent from an IP address known to major email providers as one not used to send bulk
6 “SPAM” or “junk” email blasts. Each Email Class Notice was transmitted with a digital signature to
7 the header and content of the Email Class Notice, which allowed ISPs to programmatically
8 authenticate that the Email Class Notices were from authorized mail servers. Each Email Class
9 Notice was also transmitted with a unique message identifier. The Email Class Notice included an
10 embedded link to the Class Website. By clicking the link, recipients were able to access the
11 Settlement Agreement, and other information about the Settlement. The Email Class Notice is
12 included as **Attachment 18**.

13 35. If the receiving email server could not deliver the message, a “bounce code” was
14 returned along with the unique message identifier. For any Email Class Notice for which a bounce
15 code was received indicating that the message was undeliverable for reasons such as an inactive or
16 disabled account, the recipient’s mailbox was full, technical autoreplies, etc., at least two additional
17 attempts were made to deliver the Class Notice by email. After completion of the Email Class Notice
18 efforts, 7,665 emails were not deliverable.

19 *Notice Results*

20 36. As of July 3, 2023, notice via mail and/or email were delivered to 79,458 of the 79,697
21 unique, identified Settlement Class Members. This means the individual notice efforts reached
22 approximately 99% of the identified Settlement Class Members.

23 *Class Website*

24 37. On April 7, 2023, Epiq established a neutral, informational Class Website with an easy
25 to remember domain name (www.CalpersLTCClassAction.com). The Class Website allows
26 Settlement Class Members to obtain detailed information about the case and review relevant
27 documents, including the Class Notice, Letter from Plaintiffs and Class Counsel, Motion for
28 Preliminary Approval, Preliminary Approval Order, and Settlement Agreement. In addition, the

1 Class Website includes relevant dates, answers to frequently asked questions (“FAQs”), instructions
2 for how to opt-out (request exclusion) from or object to the Settlement, contact information for the
3 Settlement Administrator, and how to obtain other case-related information. The Class Website
4 address was prominently displayed in all notice documents. As of July 3, 2023, there have been 38,362
5 unique visitor sessions to the Class Website, and 156,989 web pages have been presented.

6 ***Toll-free Telephone Number and Postal Mailing Address***

7 38. On April 7, 2023, Epiq established a toll-free telephone number (866-217-8056) to
8 allow Settlement Class Members to call for additional information, listen to answers to FAQs, and
9 prior to the claim filing deadline, request that a Class Notice and Award Letter (Election Claim Form
10 or Lapse Claim Form, as applicable) be mailed to them. Callers also have the option to leave a
11 voicemail. Epiq provided the voicemails and transcriptions to Class Counsel to respond as
12 appropriate. This automated phone system is available 24 hours per day, 7 days per week. The toll-
13 free telephone number was prominently displayed in all notice documents. As of July 3, 2023, there
14 have been 23,459 calls to the toll-free telephone number representing 52,088 minutes of use.

15 39. A postal mailing address was established and continues to be available to allow
16 Settlement Class Members to contact the Settlement Administrator to request additional information
17 or ask questions.

18 ***Requests for Exclusion and Objections***

19 40. The deadline to request exclusion from the Settlement or to object to the Settlement
20 was June 6, 2023, except for Settlement Class Members who were included in the Additional Class
21 List Mailing. The deadline to request exclusion from the Settlement or to object to the Settlement is
22 extended to July 21, 2023, for those Settlement Class Members. As of July 3, 2023, Epiq has received
23 274 unique, valid requests for exclusion. Not included in the 274 unique, valid requests for exclusion
24 was one (1) late request for exclusion from a Settlement Class Member postmarked on June 13, 2023,
25 after the June 6, 2023, deadline and three (3) requests for exclusion from individuals who were not
26 identified as Settlement Class Members. As standard practice, Epiq is in the process of conducting a
27 complete review of all the requests for exclusion received. There is a possibility that after detailed
28 review and input from counsel, the total number of requests for exclusion may change due to

1 incomplete/invalid requests. Since the deadline for the Settlement Class Members included on the
2 Additional Class List has not passed, Epiq may receive additional timely postmarked requests for
3 exclusion from those Settlement Class Members. The Request for Exclusion Report is included as
4 **Attachment 19**. As of July 3, 2023, Epiq has received 53 objections to the Settlement (three of
5 which were from non-Settlement Class Members), which I have reviewed. The Objection Report and the
6 53 objections, which have been redacted are included as **Attachment 20**. As noted above, I will
7 provide a supplemental declaration to the Court prior to the Fairness Hearing to provide updated
8 information regarding any requests for exclusion and/or objections from Settlement Class Members
9 who were included in the Additional Class List Mailing.

10 *Claims Submission*

11 41. The deadline for Settlement Class Members to file an Election Claim Form or Lapse
12 Claim Form was June 6, 2023, except for those Settlement Class Members who were included in the
13 Additional Class List Mailing. The deadline to file a Claim Form is extended to July 21, 2023, for
14 those Settlement Class Members on the Additional Class List Mailing. As of July 3, 2023, Epiq has
15 received:

- 16 • 26,056 Category A Election Claim Forms (25,204 online and 852 paper);
- 17 • 350 Category B Election Claim Forms (217 online and 133 paper);
- 18 • 554 Category C Election Claim Forms (355 online and 199 paper);
- 19 • 1,637 Category D Lapse Claim Forms (1,610 online and 27 paper); and
- 20 • 1,845 Category E Lapse Claim Forms (1,820 online and 25 paper).

21 42. As standard practice, Epiq is in the process of conducting a complete review and audit
22 of all Claim Forms received. There is a likelihood that after detailed review, the total number of
23 Claim Forms received will change due to duplicate and denied Claim Forms, though Epiq does not
24 anticipate this change to be substantial.

25 43. On June 22, 2023, options from claim forms received and default options for no claims
26 received were used to determine the estimated payments to the class, based on their claim selections.
27 This estimate is subject to changes from future determinations, claim filings, and final valuations on
28 premiums paid. As of June 22, 2023, estimated payments for each category total \$633,090,392.95.
A table outlining the estimated payments is included as **Attachment 21**.

1 **Reminder Notice**

2 44. The following table details the number of Settlement Class Members sent a reminder
3 postcard or email notice(s).

4

Reminder Notice Details	Category Details	# of Notices	Notice Date
Category A Reminder Postcard	No claim submitted	10,308	5/17/2023
Category D & E Reminder Postcard	No claim submitted	4,476	5/18/2023
Category A Reminder Email #1	Valid email address	5,654	5/19/2023
Category D & E Reminder Email #1	Valid email address	808	5/19/2023
Category A Reminder Postcard Online Log In	Category A visited Class Website and did <i>not</i> file an Election Claim Form	337	5/30/2023
Category A, B, & C Reminder Email #2	Valid email address	706	5/31/2023
Category D & E Reminder Email #2	Valid email address	46	5/31/2023
Category A Reminder Email #3	Valid email address and visited the Class Website and did <i>not</i> file an Election Claim Form	254	6/20/2023
Category D & E Reminder Email #3	Valid email address and visited the Class Website and did <i>not</i> file a Lapse Claim Form	14	6/20/2023

16

17 45. The Reminder Notices are included as follows: Category A Reminder Postcard is
18 included as **Attachment 22**, Category D & E Reminder Postcard is included as **Attachment 23**,
19 Category A Reminder Email #1 is included as **Attachment 24**, Category A Reminder Postcard Online
20 Log In is included as **Attachment 25**, Category D & E Reminder Email #1 is included as **Attachment**
21 **26**, Category A, B, & C Reminder Email #2 is included as **Attachment 27**, Category D & E Reminder
22 Email #2 is included as **Attachment 28**, Category A Reminder Email #3 is included as **Attachment**
23 **29**, and Category D & E Reminder Email #3 is included as **Attachment 30**.

24 46. As requested by Class Counsel, Epiq is currently tracking requests for late claim
25 submissions, requests for late election changes, and technical difficulty issues related to website
26 submissions which resulted in certain claims not being completed online prior to the deadline. As of
27 June 27, 2023, there have been 86 requests for late claim submissions, 12 requests for late election
28

1 changes, and 86 issues related to website submission. Epiq will continue to track these issues and
2 has provided reports to the parties which are currently being reviewed and addressed.

3 ***Settlement Administration Expenses***

4 47. In the Prior Settlement (through February 28, 2023), Epiq invoiced \$4,936,591.02 in
5 Settlement Administration Expenses. In the Prior Settlement, CalPERS paid \$900,000.00 to Epiq
6 (pursuant to Section 5.2 of the Prior Settlement Agreement). Class Counsel additionally paid Epiq
7 \$18,300.00 and \$517,802.13 (transferred from the Towers Watson Settlement). A total of
8 \$3,500,488.89 in administrative fees and expenses invoiced through February 28, 2023, remains
9 outstanding from the Prior Settlement.

10 48. In this current Second Class Action Settlement (“Current Settlement”) and from
11 March 1, 2023 to May 31, 2023, Epiq has invoiced \$293,178.06 in Settlement Administration
12 Expenses. In the Current Settlement, CalPERS paid \$900,000.00 to Epiq (pursuant to Section 5.2 of
13 the Current Settlement Agreement). A total of \$606,821.94 of the \$900,000.00 is available for future
14 invoices in the Current Settlement.

15 49. Current Settlement Administration Expenses incurred to date include notice package
16 content drafting, formatting, and mailing; creation and maintenance of the Class Website, which
17 included the electronic claims filing portal, as well as handling correspondence, claims processing,
18 reporting, and project management time.

19 50. Future Settlement Administration Expenses will include mailings and processing
20 related to the Additional Class List, Final Settlement Notification, Late Election, and award
21 payments. Additional costs will be incurred to complete the settlement administration for this case.
22 Epiq estimates administration costs for the Current Settlement will total \$2,000,000.00. All costs
23 are subject to the Service Contract under which Epiq was retained as the Settlement Administrator,
24 and the terms and conditions of that agreement and any changes in scope.

25 **CONCLUSION**

26 51. In class action notice planning, execution, and analysis, we are guided by due process
27 considerations under the United States Constitution, by state rules and statutes, and further by case
28 law pertaining to notice. This framework directs that the notice program be optimized to reach the

1 class and that the notice or notice program itself not limit knowledge of the availability of options—
2 nor the ability to exercise those options—to class members in any way. All of these requirements
3 were met in this case.

4 52. The Notice Plan included individual notice via email and/or mail to identified
5 Settlement Class Members. With the address updating protocols that were used, the Notice Plan
6 individual notice efforts reached approximately 99% of the identified Settlement Class Members.
7 The reach was further enhanced by the Class Website. In 2010, the Federal Judicial Center (“FJC”)
8 issued a *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*, which
9 is relied upon for federal cases, and is illustrative for state court courts. This Guide states that, “the
10 lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the
11 notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–
12 95%.”⁵ Here, we have developed and implemented a Notice Plan that readily achieved a reach
13 beyond the highest end of that standard.

14 53. The Notice Plan followed the guidance for satisfying due process obligations that a
15 notice expert gleans from the United States Supreme Court’s seminal decisions, which emphasize the
16 need: (a) to endeavor to actually inform the Settlement Class, and (b) to ensure that notice is
17 reasonably calculated to do so:

- 18 a) “[W]hen notice is a person’s due, process which is a mere gesture is not due
19 process. The means employed must be such as one desirous of actually
20 informing the absentee might reasonably adopt to accomplish it,” *Mullane*
21 *v. Central Hanover Trust*, 339 U.S. 306, 315 (1950); and
22 b) “[N]otice must be reasonably calculated, under all the circumstances, to
23 apprise interested parties of the pendency of the action and afford them an
24 opportunity to present their objections,” *Eisen v. Carlisle & Jacquelin*, 417
25 U.S. 156 (1974) (citing *Mullane*, 339 U.S. at 314).

26 54. The Class Notice Plan provided the best notice practicable under the circumstances of
27 this case, conformed to all aspects of the California Code of Civil Procedure and the California Rules

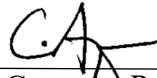
28 ⁵ FED. JUDICIAL CTR, JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN
LANGUAGE GUIDE 3 (2010), AVAILABLE AT [HTTPS://WWW.FJC.GOV/CONTENT/JUDGES-CLASS-ACTION-
NOTICE-AND-CLAIMS-PROCESS-CHECKLIST-AND-PLAIN-LANGUAGE-GUIDE-0](https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0).

1 of Court, comported with the guidance for effective notice articulated in the Manual for Complex
2 Litigation 4th Ed and FJC guidance, and meet the requirements of due process, including its “desire
3 to actually inform” requirement.

4 55. The Notice Plan schedule affords sufficient time to provide full and proper notice to
5 Settlement Class Members before the opt-out and objection deadlines.

6 56. I will provide a supplemental declaration to the Court prior to the Fairness Hearing to
7 provide updated information regarding any requests for exclusion and/or objections and updated
8 settlement administration statistics.

9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct. Executed July 3, 2023.

11 

12 _____
Cameron R. Azari, Esq.

Attachment 1

HILSOFT NOTIFICATIONS

Hilsoft Notifications (“Hilsoft”) is a leading provider of legal notice services for large-scale class action and bankruptcy matters. We specialize in providing quality, expert, notice plan development. Our notice programs satisfy due process requirements and withstand judicial scrutiny. Hilsoft is a business unit of Epiq Class Action & Claims Solutions, Inc. (“Epiq”). Hilsoft has been retained by defendants or plaintiffs for more than 575 cases, including more than 70 MDL case settlements, with notices appearing in more than 53 languages and in almost every country, territory, and dependency in the world. For more than 25 years, Hilsoft’s notice plans have been approved and upheld by courts. Case examples include:

- Hilsoft implemented an extensive notice program for a \$190 million data breach settlement. Notice was sent to more than 93.6 million settlement class members by email or mail. The individual notice efforts reached approximately 96% of the identified settlement class members and were enhanced by a supplemental media plan that included banner notices and social media notices (delivering more than 123.4 million impressions), sponsored search, and a settlement website. ***In Re: Capital One Consumer Data Security Breach Litigation*** MDL No. 2915, 1:19-md-02915 (E.D. Va.).
- Hilsoft designed and implemented an extensive notice plan for a \$85 million privacy settlement involving Zoom, the most popular videoconferencing platform. Notice was sent to more than 158 million class members by email or mail and millions of reminder notices were sent to stimulate claim filings. The individual notice efforts reached approximately 91% of the class and were enhanced by supplemental media provided with regional newspaper notice, nationally distributed digital and social media notice (delivering more than 280 million impressions), sponsored search, an informational release, and a settlement website. ***In Re: Zoom Video Communications, Inc. Privacy Litigation*** 3:20-cv-02155 (N.D. Cal.).
- Hilsoft designed and implemented several notice programs to notify retail purchasers of disposable contact lenses regarding four settlements with different settling defendants totaling \$88 million. For each notice program more than 1.98 million email or postcard notices were sent to potential class members and a comprehensive media plan was implemented, with a well-read nationwide consumer publication, internet banner notices (delivering more than 312.9 million – 461.4 million impressions per campaign), sponsored search listings, and a case website. ***In re: Disposable Contact Lens Antitrust Litigation*** 3:15-md-02626 (M.D. Fla.).
- For a \$21 million settlement that involved The Coca-Cola Company, fairlife, LLC, and other defendants regarding allegations of false labeling and marketing of fairlife milk products, Hilsoft designed and implemented a media based notice plan. The plan included a consumer print publication notice, targeted banner notices, and social media (delivering more than 620.1 million impressions in English and Spanish nationwide). Combined with individual notice to a small percentage of the class, the notice plan reached approximately 80.2% of the class. The reach was further enhanced by sponsored search, an informational release, and a website. ***In re: fairlife Milk Products Marketing and Sales Practices Litigation*** 1:19-cv-03924 (N.D. Ill.).
- For a \$60 million settlement for Morgan Stanley Smith Barney’s account holders in response to “Data Security Incidents,” Hilsoft designed and implemented an extensive individual notice program. More than 13.8 million email or mailed notices were delivered, reaching approximately 90% of the identified potential settlement class members. The individual notice efforts were supplemented with nationwide newspaper notice and a settlement website. ***In re Morgan Stanley Data Security Litigation*** 1:20-cv-05914 (S.D.N.Y.).
- Hilsoft designed and implemented numerous monumental notice campaigns to notify current or former owners or lessees of certain BMW, Mazda, Subaru, Toyota, Honda, Nissan, Ford, and Volkswagen vehicles as part of \$1.91 billion in settlements regarding Takata airbags. The Notice Plans included mailed notice to more than 61.8 million potential class members and notice via consumer publications, U.S. Territory newspapers, radio, internet banners, mobile banners, and behaviorally targeted digital media. Combined, the notice plans reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle, 4.0 times each. ***In re: Takata Airbag Products Liability Litigation*** MDL No. 2599 (S.D. Fla.).

- Hilsoft designed and implemented a notice plan for a false advertising settlement. The notice plan included a nationwide media plan with a consumer print publication, digital notice and social media (delivering more than 231.6 million impressions nationwide in English and Spanish) and was combined with individual notice via email or postcard to more than 1 million identified class members. The notice plan reached approximately 79% of Adults, Aged 21+ in the U.S. who drink alcoholic beverages, an average of 2.4 times each. The reach was further enhanced by internet sponsored search listings, an informational release, and a website. ***Browning et al. v. Anheuser-Busch, LLC*** 20-cv-00889 (W.D. Mo.).
- For a \$63 million settlement, Hilsoft designed and implemented a comprehensive, nationwide media notice effort using magazines, digital banners and social media (delivering more than 758 million impressions), and radio (traditional and satellite), among other media. The media notice reached at least 85% of the class. In addition, more than 3.5 million email notices and/or postcard notices were delivered to identified class members. The individual notice and media notice were supplemented with outreach to unions and associations, sponsored search listings, an informational release, and a website. ***In re: U.S. Office of Personnel Management Data Security Breach Litigation*** MDL No. 2664, 15-cv-01394 (D.D.C.).
- For a \$50 million settlement on behalf of certain purchasers of Schiff Move Free® Advanced glucosamine supplements, nearly 4 million email notices and 1.1 million postcard notices were sent. The individual notice efforts sent by Hilsoft were delivered to approximately 98.5% of the identified class sent notice. A media campaign with banner notices and sponsored search combined with the individual notice efforts reached at least 80% of the class. ***Yamagata et al. v. Reckitt Benckiser LLC*** 3:17-cv-03529 (N.D. Cal.).
- In response to largescale municipal water contamination in Flint, Michigan, Hilsoft's expertise was relied upon to design and implement a comprehensive notice program. Direct mail notice packages and reminder email notices were sent to identified class members. In addition, Hilsoft implemented a media plan with local newspaper publications, online video and audio ads, local television and radio ads, sponsored search, an informational release, and a website. The media plan also included banner notices and social media notices geo-targeted to Flint, Michigan and the state of Michigan. Combined, the notice program individual notice and media notice efforts reached more than 95% of the class. ***In re Flint Water Cases*** 5:16-cv-10444, (E.D. Mich.).
- Hilsoft implemented an extensive notice program for several settlements alleging improper collection and sharing of personally identifiable information (PII) of drivers on certain toll roads in California. The settlements provided benefits of more than \$175 million, including penalty forgiveness. Combined, more than 13.8 million email or postcard notices were sent, reaching approximately 93% - 95% of class members across all settlements. Individual notice was supplemented with banner notices and publication notices in select newspapers all geo-targeted within California. Sponsored search listings and a settlement website further extended the reach of the notice program. ***In re Toll Roads Litigation*** 8:16-cv-00262 (C.D. Cal.).
- For a landmark \$6.05 billion settlement reached by Visa and MasterCard, Hilsoft implemented an extensive notice program with more than 19.8 million direct mail notices together with insertions in more than 1,500 newspapers, consumer magazines, national business publications, and trade and specialty publications, with notices in multiple languages, and an online banner notice campaign that generated more than 770 million impressions. Sponsored search listings and a website in eight languages expanded the notice efforts. For a subsequent, \$5.54 billion settlement reached by Visa and MasterCard, Hilsoft implemented a notice program with more than 16.3 million direct mail notices, more than 354 print publication insertions, and banner notices that generated more than 689 million impressions. ***In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*** MDL No. 1720, 1:05-md-01720, (E.D.N.Y.). The Second Circuit affirmed the settlement approval. See No. 20-339 *et al.*, — F.4th —, 2023 WL 2506455 (2d Cir. Mar. 15, 2023).
- Hilsoft provided notice for the \$113 million lithium-ion batteries antitrust litigation settlements with individual notice via email to millions of class members, banner and social media ads, an informational release, and a website. ***In re: Lithium Ion Batteries Antitrust Litigation*** MDL No. 2420, 4:13-md-02420, (N.D. Cal.).
- For a \$26.5 million settlement, Hilsoft implemented a notice program targeted to people aged 13+ in the U.S. who exchanged or purchased in-game virtual currency for use within *Fortnite* or *Rocket League*. More than 29 million email notices and 27 million reminder notices were sent to class members. In addition, a targeted media notice program was implemented with internet banner and social media notices, *Reddit* feed ads, and *YouTube* pre-roll ads, generating more than 350.4 million impressions. Combined, the notice efforts reached approximately 93.7% of the class. ***Zanca et al. v. Epic Games, Inc.*** 21-CVS-534 (Sup. Ct. Wake Cnty., N.C.).

- Hilsoft developed an extensive media-based notice program for a settlement regarding Walmart weighted goods pricing. Notice consisted of highly visible national, consumer print publications and targeted digital banner notices and social media. The banner notices generated more than 522 million impressions. Sponsored search, an informational release, and a settlement website further expanded the reach. The notice program reached approximately 75% of the class an average of 3.5 times each. ***Kukorinis v. Walmart, Inc.*** 1:19-cv-20592 (S.D. Fla.).
- For a \$250 million settlement with approximately 4.7 million class members, Hilsoft designed and implemented a notice program with individual notice via postcard or email to approximately 1.43 million class members and a robust publication program that reached 78.8% of all U.S. adults aged 35+, approximately 2.4 times each. ***Hale v. State Farm Mutual Automobile Insurance Company et al.*** 3:12-cv-00660 (S.D. Ill.).
- Hilsoft designed and implemented an extensive individual notice program for a \$32 million settlement. Notice efforts included 8.6 million double-postcard notices and 1.4 million email notices sent to inform class members of the settlement. The individual notice efforts reached approximately 93.3% of the settlement class. An informational release, geo-targeted publication notice, and a website further enhanced the notice efforts. ***In re: Premera Blue Cross Customer Data Security Breach Litigation*** MDL No. 2633, 3:15-md-2633 (D. Ore.).
- For a \$20 million Telephone Consumer Protection Act (“TCPA”) settlement, Hilsoft created a notice program with mail or email notice to more than 6.9 million class members and media notice via newspaper and internet banners, which combined reached approximately 90.6% of the class. ***Vergara et al., v. Uber Technologies, Inc.*** 1:15-cv-06972 (N.D. Ill.).
- An extensive notice effort was designed and implemented by Hilsoft for asbestos personal injury claims and rights as to Debtors’ Joint Plan of Reorganization and Disclosure Statement. The notice program included nationwide consumer print publications, trade and union labor publications, internet banner ads, an informational release, and a website. ***In re: Kaiser Gypsum Company, Inc. et al.*** 16-cv-31602 (Bankr. W.D. N.C.).
- A comprehensive notice program within the *Volkswagen Emissions Litigation* provided individual notice to more than 946,000 vehicle owners via first class mail and to more than 855,000 vehicle owners via email. A targeted internet campaign further enhanced the notice efforts. ***In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)*** MDL No. 2672 (N.D. Cal.).
- Hilsoft handled a large asbestos bankruptcy bar date notice effort with individual notice, national consumer publications, hundreds of local and national newspapers, Spanish newspapers, union labor publications, and digital media to reach the target audience. ***In re: Energy Future Holdings Corp. et al.*** 14-10979 (Bankr. D. Del.).
- For overdraft fee class action settlements from 2010-2020, Hilsoft developed programs integrating individual notice, and in some cases paid media notice efforts for more than 20 major U.S. commercial banks. ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.).
- For one of the largest and most complex class action cases in Canadian history, Hilsoft designed and implemented groundbreaking notice to disparate, remote Indigenous people for this multi-billion-dollar settlement. ***In re: Residential Schools Class Action Litigation*** 00-cv-192059 CPA (Ont. Super. Ct.).
- For BP’s \$7.8 billion settlement related to the Deepwater Horizon oil spill, possibly the most complex class action case in U.S. history, Hilsoft opined on all forms of notice and designed and implemented a dual notice program for “Economic and Property Damages” and “Medical Benefits.” The notice program reached at least 95% of Gulf Coast region adults with more than 7,900 television spots, 5,200 radio spots, 5,400 print insertions in newspapers, consumer publications and trade journals, digital media, and individual notice. Hilsoft also implemented one of the largest claim deadline notice campaigns, with a combined measurable paid print, television, radio, and internet notice effort, reaching in excess of 90% of adults aged 18+ in the 26 identified DMAs covering the Gulf Coast Areas, an average of 5.5 times each. ***In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010*** MDL No. 2179 (E.D. La.).
- A point of sale notice effort with 100 million notices distributed to Lowe’s purchasers during a six-week period regarding a Chinese drywall settlement. ***Vereen v. Lowe’s Home Centers*** SU10-cv-2267B (Ga. Super. Ct.).

LEGAL NOTICING EXPERTS

Cameron Azari, Esq., Epiq Senior Vice President, Hilsoft Director of Legal Notice

Cameron Azari, Esq. has more than 22 years of experience in the design and implementation of legal notice and claims administration programs. He is a nationally recognized expert in the creation of class action notice campaigns in compliance with FRCP Rule 23(c)(2) (d)(2) and (e) and similar state class action statutes. Cameron has been responsible for hundreds of legal notice and advertising programs. During his career, he has been involved in an array of high profile class action matters, including *In Re: Zoom Video Communications, Inc. Privacy Litigation*, *In re: Takata Airbag Products Liability Litigation*, *In re: fairlife Milk Products Marketing and Sales Practices Litigation*, *In re: Disposable Contact Lens Antitrust Litigation*, *In re Flint Water Cases*, *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (MasterCard & Visa), *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation* (Bosch Settlement), *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010*, *In re: Checking Account Overdraft Litigation*, and *In re: Residential Schools Class Action Litigation*. He is an active author and speaker on a broad range of legal notice and class action topics ranging from FRCP Rule 23 notice requirements, email noticing, response rates, and optimizing settlement effectiveness. Cameron is an active member of the Oregon State Bar. He received his B.S. from Willamette University and his J.D. from Northwestern School of Law at Lewis and Clark College. Cameron can be reached at caza@legalnotice.com.

Kyle Bingham, Director – Epiq Legal Noticing

Kyle Bingham has more than 15 years of experience in the advertising industry. At Hilsoft and Epiq, Kyle is responsible for overseeing the research, planning, and execution of advertising campaigns for legal notice programs including class action, bankruptcy, and other legal cases. Kyle has been involved in the design and implementation of numerous legal notice campaigns, including *In re: Takata Airbag Products Liability Litigation*, *Browning et al. v. Anheuser-Busch, LLC, Zanca et al. v. Epic Games, Inc., Kukorinis v. Walmart, Inc., In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation* (Bosch), *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (MasterCard & Visa), *In re: Energy Future Holdings Corp. et al. (Asbestos Claims Bar Notice)*, *In re: Residential Schools Class Action Litigation*, and *Hale v. State Farm Mutual Automobile Insurance Company*. Kyle also handles and has worked on more than 350 CAFA notice mailings. Prior to joining Epiq and Hilsoft, Kyle worked at Wieden+Kennedy for seven years, an industry-leading advertising agency where he planned and purchased print, digital and broadcast media, and presented strategy and media campaigns to clients for multi-million-dollar branding campaigns and regional direct response initiatives. He received his B.A. from Willamette University. Kyle can be reached at kbingham@epiqglobal.com.

Stephanie Fiereck, Esq., Director of Legal Noticing

Stephanie Fiereck has more than 20 years of class action and bankruptcy administration experience. She has worked on all aspects of class action settlement administration, including pre-settlement class action legal noticing work with clients and complex settlement administration. Stephanie is responsible for assisting clients with drafting detailed legal notice documents and writing declarations. During her career, she has written more than 1,000 declarations while working on an array of cases including: *In Re: Zoom Video Communications, Inc. Privacy Litigation*, *In re: Takata Airbag Products Liability Litigation*, *In Re: Capital One Consumer Data Security Breach Litigation*, *In re: fairlife Milk Products Marketing and Sales Practices Litigation*, *In re Flint Water Cases*, *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (MasterCard & Visa), *In re: Energy Future Holdings Corp. et al. (Asbestos Claims Bar Notice)*, *Hale v. State Farm Mutual Automobile Insurance Company*, *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010*, and *In re: Checking Account Overdraft Litigation*. Stephanie has handled more than 400 CAFA notice mailings. Prior to joining Hilsoft, she was a Vice President at Wells Fargo Bank for five years where she led the class action services business unit. She has authored numerous articles regarding legal notice and settlement administration. Stephanie is an active member of the Oregon State Bar. She received her B.A. from St. Cloud State University and her J.D. from the University of Oregon School of Law. Stephanie can be reached at sfie@epiqglobal.com.

Lauran Schultz, Epiq Managing Director

Lauran Schultz consults with Hilsoft clients on complex noticing issues. Lauran has more than 20 years of experience as a professional in the marketing and advertising field, specializing in legal notice and class action administration since 2005. High profile actions he has been involved in include working with companies such as BP, Bank of America, Fifth Third Bank, Symantec Corporation, Lowe's Home Centers, First Health, Apple, TJX, CNA and Carrier Corporation. Prior to joining Epiq in 2005, Lauran was a Senior Vice President of Marketing at National City Bank in Cleveland, Ohio. Lauran's education includes advanced study in political science at the University of Wisconsin-Madison along with a Ford Foundation fellowship from the Social Science Research Council and American Council of Learned Societies. Lauran can be reached at lschultz@hilsoft.com.

ARTICLES AND PRESENTATIONS

- **Cameron Azari** Chair, “Panel Discussion: Class Actions Case Management.” Global Class Actions Symposium 2022, Amsterdam, The Netherlands, Nov. 17, 2022.
- **Cameron Azari** Speaker, “Driving Claims in Consumer Settlements: Notice/Claim Filing and Payments in the Digital Age.” Mass Torts Made Perfect Bi-Annual Conference, Las Vegas, NV, Oct. 12, 2022.
- **Cameron Azari** Chair, “Panel Discussion: Class Actions Case Management.” Global Class Actions Symposium 2021, London, UK, Nov. 16, 2021.
- **Cameron Azari** Speaker, “Mass Torts Made Perfect Bi-Annual Conference.” Class Actions Abroad, Las Vegas, NV, Oct. 13, 2021.
- **Cameron Azari** Speaker, “Virtual Global Class Actions Symposium 2020, Class Actions Case Management Panel.” Nov. 18, 2020.
- **Cameron Azari** Speaker, “Consumers and Class Action Notices: An FTC Workshop.” Federal Trade Commission, Washington, DC, Oct. 29, 2019.
- **Cameron Azari** Speaker, “The New Outlook for Automotive Class Action Litigation: Coattails, Recalls, and Loss of Value/Diminution Cases.” ACI’s Automotive Product Liability Litigation Conference, American Conference Institute, Chicago, IL, July 18, 2019.
- **Cameron Azari** Moderator, “Prepare for the Future of Automotive Class Actions.” Bloomberg Next, Webinar-CLE, Nov. 6, 2018.
- **Cameron Azari** Speaker, “The Battleground for Class Certification: Plaintiff and Defense Burdens, Commonality Requirements and Ascertainability.” 30th National Forum on Consumer Finance Class Actions and Government Enforcement, Chicago, IL, July 17, 2018.
- **Cameron Azari** Speaker, “Recent Developments in Class Action Notice and Claims Administration.” PLI’s Class Action Litigation 2018 Conference, New York, NY, June 21, 2018.
- **Cameron Azari** Speaker, “One Class Action or 50? Choice of Law Considerations as Potential Impediment to Nationwide Class Action Settlements.” 5th Annual Western Regional CLE Program on Class Actions and Mass Torts, Clyde & Co LLP, San Francisco, CA, June 22, 2018.
- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, *A Practical Guide to Chapter 11 Bankruptcy Publication Notice*. E-book, published, May 2017.
- **Cameron Azari** Featured Speaker, “Proposed Changes to Rule 23 Notice and Scrutiny of Claim Filing Rates.” DC Consumer Class Action Lawyers Luncheon, Dec. 6, 2016.
- **Cameron Azari** Speaker, “Recent Developments in Consumer Class Action Notice and Claims Administration.” Berman DeValerio Litigation Group, San Francisco, CA, June 8, 2016.
- **Cameron Azari** Speaker, “2016 Cybersecurity & Privacy Summit. Moving From ‘Issue Spotting’ To Implementing a Mature Risk Management Model.” King & Spalding, Atlanta, GA, Apr. 25, 2016.
- **Stephanie Fiereck** Author, “Tips for Responding to a Mega-Sized Data Breach.” *Law360*, May 2016.
- **Cameron Azari** Speaker, “Live Cyber Incident Simulation Exercise.” Advisen’s Cyber Risk Insights Conference, London, UK, Feb. 10, 2015.
- **Cameron Azari** Speaker, “Pitfalls of Class Action Notice and Claims Administration.” PLI’s Class Action Litigation 2014 Conference, New York, NY, July 9, 2014.

- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, “What You Need to Know About Frequency Capping In Online Class Action Notice Programs.” *Class Action Litigation Report*, June 2014.
- **Cameron Azari** Speaker, “Class Settlement Update – Legal Notice and Court Expectations.” PLI's 19th Annual Consumer Financial Services Institute Conference, New York, NY, Apr. 7-8, 2014.
- **Cameron Azari** Speaker, “Class Settlement Update – Legal Notice and Court Expectations.” PLI's 19th Annual Consumer Financial Services Institute Conference, Chicago, IL, Apr. 28-29, 2014.
- **Stephanie Fiereck** Author, “Planning For The Next Mega-Sized Class Action Settlement.” *Law360*, Feb. 2014.
- **Cameron Azari** Speaker, “Legal Notice in Consumer Finance Settlements - Recent Developments.” ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 29-30, 2014.
- **Cameron Azari** Speaker, “Legal Notice in Building Products Cases.” HarrisMartin's Construction Product Litigation Conference, Miami, FL, Oct. 25, 2013.
- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, “Class Action Legal Noticing: Plain Language Revisited.” *Law360*, Apr. 2013.
- **Cameron Azari** Speaker, “Legal Notice in Consumer Finance Settlements Getting your Settlement Approved.” ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 31-Feb. 1, 2013.
- **Cameron Azari** Speaker, “Perspectives from Class Action Claims Administrators: Email Notices and Response Rates.” CLE International's 8th Annual Class Actions Conference, Los Angeles, CA, May 17-18, 2012.
- **Cameron Azari** Speaker, “Class Action Litigation Trends: A Look into New Cases, Theories of Liability & Updates on the Cases to Watch.” ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 26-27, 2012.
- **Lauran Schultz** Speaker, “Legal Notice Best Practices: Building a Workable Settlement Structure.” CLE International's 7th Annual Class Action Conference, San Francisco, CA, May 2011.
- **Cameron Azari** Speaker, “Data Breaches Involving Consumer Financial Information: Litigation Exposures and Settlement Considerations.” ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 2011.
- **Cameron Azari** Speaker, “Notice in Consumer Class Actions: Adequacy, Efficiency and Best Practices.” CLE International's 5th Annual Class Action Conference: Prosecuting and Defending Complex Litigation, San Francisco, CA, 2009.
- **Lauran Schultz** Speaker, “Efficiency and Adequacy Considerations in Class Action Media Notice Programs.” Chicago Bar Association, Chicago, IL, 2009.
- **Cameron Azari** Author, “Clearing the Five Hurdles of Email - Delivery of Class Action Legal Notices.” *Thomson Reuters Class Action Litigation Reporter*, June 2008.
- **Cameron Azari** Speaker, “Planning for a Smooth Settlement.” ACI: Class Action Defense – Complex Settlement Administration for the Class Action Litigator, Phoenix, AZ, 2007.
- **Cameron Azari** Speaker, “Structuring a Litigation Settlement.” CLE International's 3rd Annual Conference on Class Actions, Los Angeles, CA, 2007.
- **Cameron Azari** Speaker, “Noticing and Response Rates in Class Action Settlements.” Class Action Bar Gathering, Vancouver, British Columbia, 2007.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements.” Skadden Arps Slate Meagher & Flom, LLP, New York, NY, 2006.

- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements.” Bridgeport Continuing Legal Education, Class Action and the UCL, San Diego, CA, 2006.
- **Stephanie Fiereck** Author, “Consultant Service Companies Assisting Counsel in Class-Action Suits.” *New Jersey Lawyer*, Vol. 14, No. 44, Oct. 2005.
- **Stephanie Fiereck** Author, “Expand Your Internet Research Toolbox.” The American Bar Association, *The Young Lawyer*, Vol. 9, No. 10, July/Aug. 2005.
- **Stephanie Fiereck** Author, “Class Action Reform: Be Prepared to Address New Notification Requirements.” BNA, Inc. The Bureau of National Affairs, Inc. *Class Action Litigation Report*, Vol. 6, No. 9, May 2005.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements.” Stoel Rives Litigation Group, Portland, OR / Seattle, WA / Boise, ID / Salt Lake City, UT, 2005.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements.” Stroock & Stroock & Lavan Litigation Group, Los Angeles, CA, 2005.
- **Stephanie Fiereck** Author, “Bankruptcy Strategies Can Avert Class Action Crisis.” TMA - *The Journal of Corporate Renewal*, Sept. 2004.
- **Cameron Azari** Author, “FRCP 23 Amendments: Twice the Notice or No Settlement.” Current Developments – Issue II, Aug. 2003.
- **Cameron Azari** Speaker, “A Scientific Approach to Legal Notice Communication.” Weil Gotshal Litigation Group, New York, NY, 2003.

JUDICIAL COMMENTS

Judge David O. Carter, *In re: California Pizza Kitchen Data Breach Litigation* (Feb. 22, 2023) 8:21-cv-01928 (C.D. Cal.):

The Court finds that the Class Notice plan provided for in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Consolidated Cases, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class members to exclude themselves from the settlement, to object and appear at the Final Approval Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

Judge David Knutson, *Duggan et al. v. Wings Financial Credit Union* (Feb. 3, 2023) 19AV-cv-20-2163 (Dist. Ct., Dakota Cnty., Minn.):

The Court finds that notice of the Settlement to the Class was the best notice practicable and complied with the requirements of Due Process.

Judge Clarence M. Darrow, *Rivera v. IH Mississippi Valley Credit Union* (Jan. 26, 2023) 2019 CH 299 (Cir. Ct 14th Jud. Cir., Rock Island Cnty., Ill.):

The Court finds that the distribution of the Notices and the notice methodology were properly implemented in accordance with the terms of the Settlement Agreement and the Preliminary Approval Order. The Court further finds that the Notice was simply written and readily understandable and Class members have received the best notice practicable under the circumstances of the pendency of this action, their right to opt out, their right to object to the settlement, and all other relevant matters. The notices provided to the class met all requirements of due process, 735 ILCS 5/8-2001, et seq., and any other applicable law.

Judge Andrew M. Lavin, *Brower v. Northwest Community Credit Union* (Jan. 18, 2023) 20CV38608 (Ore. Dist. Ct. Multnomah Cnty.):

This Court finds that the distribution of the Class Notice was completed in accordance with the Preliminary Approval/Notice Order, signed September 8, 2022, was made pursuant to ORCP 32 D, and fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.

Judge Gregory H. Woods, *Torretto et al. v. Donnelley Financial Solutions, Inc. and Mediant Communications, Inc.* (Jan. 5, 2023) 1:20-cv-02667 (S.D.N.Y.):

The Court finds that the notice provided to the Class Members was the best notice practicable under the circumstances, and that it complies with the requirements of Rule 23(c)(2).

Judge Ledricka Thierry, *Opelousas General Hospital Authority v. Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana* (Dec. 21, 2022) 16-C-3647 (27th Jud. D. Ct. La.):

Notice given to Class Members and all other interested parties pursuant to this Court's order of October 31, 2022, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as defined, the terms of the Settlement Agreement, Class Members rights to be represented by private counsel, at their own costs, and Class Members' rights to appear in Court to have their objections heard, and to afford persons or entities within the Class definition an opportunity to exclude themselves from the Class. Such notice complied with all requirements of the federal and state constitutions, including the Due Process Clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as defined..."

Judge Dale S. Fischer, *DiFlauro, et al. v. Bank of America, N.A.* (Dec. 19, 2022) 2:20-cv-05692 (C.D. Cal.):

The form and means of disseminating the Class Notice as provided for in the Order Preliminarily Approving Settlement and Providing for Notice constituted the best notice practicable under the circumstances, including individual notice to all Members of the Class who could be identified through reasonable effort. Said Notice provided the best notice practicable under the circumstances of the proceedings and the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said Notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution.

Judge Stephen R. Bough, *Browning et al. v. Anheuser-Busch, LLC* (Dec. 19, 2022) 4:20-cv-00889 (W.D. Mo.):

The Court has determined that the Notice given to the Classes, in accordance with the Notice Plan in the Settlement Agreement and the Preliminary Approval Order, fully and accurately informed members of the Classes of all material elements of the Settlement and 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 Classes was adequate and reasonable.

Judge Robert E. Payne, *Haney et al. v. Genworth Life Insurance Co. et al.* (Dec. 12, 2022) 3:22-cv-00055 (E.D. Va.):

The Court preliminarily approved the Amended Settlement Agreement on July 7, 2022, and directed that notice be sent to the Class. ECF No. 34. The Notice explained the policy election options afforded to class members, how they could communicate with Class Counsel about the Amended Settlement Agreement, their rights and options thereunder, how they could examine certain information on a website that was set up as part of the settlement process, and their right to object to the proposed settlement and opt out of the proposed case. Class members were also informed that they could contact independent counsel of their choice for advice.

In assessing the adequacy of the Notice, as well as the fairness of the settlement itself, it is important that, according to the record, as of November 1, 2022, the Notice reached more than 99% of the more than 352,000 class members.

All things considered, the Notice is adequate under the applicable law....

Judge Danielle Viola, *Dearing v. Magellan Health, Inc. et al.* (Dec. 5, 2022) CV2020-013648 (Sup. Ct. Cnty. Maricopa, Ariz.):

The Court finds that the Notice to the Settlement Class fully complied with the requirements of the Arizona Rules of Civil Procedure and due process, has constituted the best notice practicable under the circumstances, was reasonably calculated to provide, and did provide, due and sufficient notice to Settlement Class Members regarding the existence and nature of the Litigation, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, the rights of Settlement Class Members to exclude themselves from or object to the Settlement, the right to appear at the Final Fairness Hearing, and to receive benefits under the Settlement Agreement.

Judge Michael A. Duddy, *Churchill et al. v. Bangor Savings Bank* (Dec. 5, 2022) BCD-CIV-2021-00027 (Maine Bus. & Consumer Ct.):

The Class Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice.

Judge Andrew Schulman, *Guthrie v. Service Federal Credit Union* (Nov. 22, 2022) 218-2021-CV-00160 (Sup. Ct. Rockingham Cnty., N.H.):

The notice given to the Settlement Class of the Settlement and the other matters set forth therein was the best notice practicable under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable effort. Said notice provided due and adequate notice of these proceedings and of the matters set forth in the Agreement, including the proposed Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of New Hampshire law and due process.

Judge Charlene Edwards Honeywell, *Stoll et al. v. Musculoskeletal Institute, Chartered d/b/a Florida Orthopaedic Institute* (Nov. 14, 2022) 8:20-cv-01798 (M.D. Fla):

The Court finds and determines that the Notice Program, preliminarily approved on May 16, 2022, and implemented on June 15, 2022, constituted the best notice practicable under the circumstances, constituted due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Notice Program involved direct notice via e-mail and postal mail providing details of the Settlement, including the benefits available, how to exclude or object to the Settlement, when the Final Fairness Hearing would be held, and how to inquire further about details of the Settlement. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members. The Court further finds that notice has been provided to the appropriate state and federal officials in accordance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, drawing no objections.

Judge Thomas W. Thrash, Jr., *Callen v. Daimler AG and Mercedes-Benz USA, LLC* (Nov. 7, 2022) 1:19-cv-01411 (N.D. Ga.):

The Court finds that notice was given in accordance with the Preliminary Approval Order (Dkt. No. 79), and that the form and content of that Notice, and the procedures for dissemination thereof, afforded adequate protections to Class Members and satisfy the requirements of Rule 23(e) and due process and constitute the best notice practicable under the circumstances.

Judge Mark Thomas Bailey, *Snyder et al. v. The Urology Center of Colorado, P.C.* (Oct. 30, 2022) 2021CV33707 (2nd Dist. Ct. Cnty. of Denver Col.):

The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Litigation, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the Settlement, to object and appear at the Final Approval Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Colorado Rules of Civil Procedure, the United States Constitution, and all other applicable law.

Judge Amy Berman Jackson, *In re: U.S. Office of Personnel Management Data Security Breach Litigation* (Oct. 28, 2022) MDL No. 2664, 15-cv-01394 (D.D.C.):

The Court finds that notice of the Settlement was given to Class Members in accordance with the Preliminary Approval Order, and that it constituted the best notice practicable of the matters set forth therein, including the Settlement, to all individuals entitled to such notice. It further finds that the notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

Judge John R. Tunheim, *In re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) (Smithfield Foods, Inc.)* (Oct. 19, 2022) 18-cv-01776 (D. Minn.):

The notice given to the Settlement Class, including individual notice to all members of the Settlement Class who could be identified through reasonable effort, was the most effective and practicable under the circumstances. This notice provided due and sufficient notice of the proceedings and of the matters set forth therein, including the proposed settlement, to all persons entitled to such notice, and this notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

Judge Harvey E. Schlesinger, *In re Disposable Contact Lens Antitrust Litigation (Alcon Laboratories, Inc. and Johnson & Johnson Vision Care, Inc.)* (Oct. 12, 2022) 3:15-md-02626 (M.D. Fla):

The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constitutes the best notice practicable under the circumstances; (c) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Classes of (i) the pendency of the Action; (ii) the effect of the Settlement Agreements (including the Releases to be provided thereunder); (iii) Class Counsel's possible motion for an award of attorneys' fees and reimbursement of expenses; (iv) the right to object to any aspect of the Settlement Agreements, the Plan of Distribution, and/or Class Counsel's motion for attorneys' fees and reimbursement of expenses; (v) the right to opt out of the Settlement Classes; and (vi) the right to appear at the Fairness Hearing; (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement Agreements; and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).

Judge George H. Wu, *Hameed-Bolden et al. v. Forever 21 Retail, Inc. et al.* (Oct. 11, 2022) 2:18-cv-03019 (C.D. Cal):

[T]he Court finds that the Notice and notice methodology implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order: (a) constituted methods that were reasonably calculated to inform the members of the Settlement Class of the Settlement and their rights thereunder; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the litigation, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (c) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to notice; and (d) met all applicable requirements of the Federal Rules of Civil Procedure, and any other applicable law.

Judge Robert M. Dow, Jr., *In re: fairlife Milk Products Marketing and Sales Practices Litigation* (Sept. 28, 2022) MDL No. 2909, 1:19-cv-03924 (N.D. Ill.):

The Court finds that the Class Notice Program implemented pursuant to the Settlement Agreement and the Order preliminarily approving the Settlement ... (i) constituted the best practicable notice, (ii) constituted notice that was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of the Litigation, of their right to object to or exclude themselves from the proposed Settlement, of their right to appear at the Fairness Hearing, and of their right to seek monetary and other relief, (iii) constituted reasonable, due, adequate, and sufficient notice to all persons entitled to receive notice, and (iv) met all applicable requirements of due process and any other applicable law.

Judge Ethan P. Schulman, *Rodan & Fields LLC; Gorzo et al. v. Rodan & Fields, LLC* (Sept. 28, 2022) CJC-18-004981, CIVDS 1723435 & CGC-18-565628 (Sup. Ct. Cal., Cnty. of San Bernadino & Sup. Ct. Cal. Cnty. of San Francisco):

The Court finds the Full Notice, Email Notice, Postcard Notice, and Notice of Opt-Out (collectively, the "Notice Packet") and its distribution to Class Members have been implemented pursuant to the Agreement and this Court's Preliminary Approval Order. The Court also finds the Notice Packet: a) Constitutes notice reasonably calculated to apprise Class Members of: (i) the pendency of the class action lawsuit; (ii) the material terms and provisions of the Settlement and their rights; (iii) their right to object to any aspect of the Settlement; (iv) their right to exclude themselves from the Settlement; (v) their right to claim a Settlement Benefit; (vi) their right to

appear at the Final Approval Hearing; and (vii) the binding effect of the orders and judgment in the class action lawsuit on all Participating Class Members; b) Constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, California Rules of Court, rule 3.769, and due process; c) Constitutes the best practicable notice to Class Members under the circumstances of the class action lawsuit; and d) Constitutes reasonable, adequate, and sufficient notice to Class Members.

Judge Anthony J Trenga, *In Re: Capital One Customer Data Security Breach Litigation* (Sept. 13, 2022) MDL No. 1:19-md-2915, 1:19-cv-02915 (E.D Va.):

Pursuant to the Court's direction, the Claims Administrator appointed by the Court implemented a robust notice program ... The Notice Plan has been successfully implemented and reached approximately 96 percent of the Settlement Class by the individual notice efforts alone.... Targeted internet advertising and extensive news coverage enhanced public awareness of the Settlement.

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. The Court finds that the Settlement Administrator and Parties have complied with the directives of the Order Granting Preliminary Approval of Class Action Settlement and Directing Notice of Proposed Settlement and the Court reaffirms its findings concerning notice

Judge Evelio Grillo, *Aselfine v. Chipotle Mexican Grill, Inc.* (Sept. 13, 2022) RG21088118 (Cir. Ct. Cal. Alameda Cnty.):

The proposed class notice form and procedure are adequate. The email notice is appropriate given the amount at issue for each member of the class.

Judge David S. Cunningham, *Muransky et al. v. The Cheesecake Factory et al.* (Sept. 9, 2022) 19 stcv 43875 (Sup. Ct. Cal. Cnty. of Los Angeles):

The record shows that Class Notice has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) constitutes reasonable and the best notice that is practicable under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the terms of the Agreement and the Class Settlement set forth in the Agreement ("Class Settlement"), and the right of Settlement Class Members to object to or exclude themselves from the Settlement Class and appear at the Fairness Hearing held on May 20, 2022; (iii) constitutes due, adequate, and sufficient notice to all person or entities entitled to receive notice; and (iv) meets the requirements of due process, California Code of Civil Procedure § 382, and California Rules of Court, Rules 3.760-3.771.

Judge Steven E. McCullough, *Fallis et al. v. Gate City Bank* (Sept. 9, 2022) 09-2019-cv-04007 (East Cent. Dist. Ct. Cass Cnty. N.D.):

The Courts finds that the distribution of the Notices and the Notice Program were properly implemented in accordance with N.D. R. Civ. P. 23, the terms of the Agreement, and the Preliminary Approval Order. The Court further finds that the Notice was simply written and readily understandable and that the Notice (a) constitutes the best notice practicable under the circumstances; (b) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Classes of the Agreement and their right to exclude themselves or object to the Agreement and to appear at the Final Approval Hearing; (c) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to notice; and (d) meets all applicable requirements of North Dakota law and any other applicable law and due process requirements.

Judge Susan N. Burke, *Mayo v. Affinity Plus Federal Credit Union* (Aug. 29, 2022) 27-cv-20-11786 (4th Jud. Dist. Ct. Minn.):

The Court finds that Notice to the Settlement Class was the best notice practicable and complied with the requirements of Due Process, and that the Notice Program was completed in compliance with the Preliminary Approval Order and the Agreement.

Judge Paul A. Engelmayer, *In re Morgan Stanley Data Security Litigation* (Aug. 5, 2022) 1:20-cv-05914 (S.D.N.Y.):

The Court finds that the emailed and mailed notice, publication notice, website, and Class Notice plan implemented pursuant to the Settlement Agreement and Judge Analisa Torres' Preliminary Approval Order: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice

practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to appraise Settlement Class Members of the pendency of this Action, of the effect of the proposed Settlement (including the Releases to be provided thereunder), of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Fairness Hearing, of the Claims Process, and of Class Counsel's application for an award of attorneys' fees, for reimbursement of expenses associated with the Action, and any Service Award; (d) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; (e) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (f) met all applicable requirements of Rule 23 of the Federal Rule of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable rules of law.

Judge Denise Page Hood, *Bleachtech L.L.C. v. United Parcel Service Co.* (July 20, 2022) 14-cv-12719 (E.D. Mich.):

The Settlement Class Notice Program, consisting of, among other things, the Publication Notice, Long Form Notice, website, and toll-free telephone number, was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Judge Robert E. Payne, *Skochin et al. v. Genworth Life Insurance Company et al.* (June 29, 2022) 3:21-cv-00019 (E.D. Va.):

The Court finds that the plan to disseminate the Class Notice and Publication Notice the Court previously approved has been implemented and satisfies the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. The Class Notice, which the Court approved, clearly defined the Class and explained the rights and obligations of the Class Members. The Class Notice explained how to obtain benefits under the Settlement, and how to contact Class Counsel and the Settlement Administrator. The Court appointed Epiq Class Action & Claims Solutions, Inc. ("Epiq") to fulfill the Settlement Administrator duties and disseminate the Class Notice and Publication Notice. The Class Notice and Publication Notice permitted Class Members to access information and documents about the case to inform their decision about whether to opt out of or object to the Settlement.

Judge Fernando M. Olguin, *Johnson v. Moss Bros. Auto Group, Inc. et al.* (June 24, 2022) 5:19-cv-02456 (C.D. Cal.):

Here, after undertaking the required examination, the court approved the form of the proposed class notice. (See Dkt. 125, PAO at 18-21). As discussed above, the notice program was implemented by Epiq. (Dkt. 137-3, Azari Decl. at ¶¶ 15-23 & Exhs. 3-4 (Class Notice)). Accordingly, based on the record and its prior findings, 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, the class members' right to exclude themselves from the action, and their right to object to the proposed settlement....

Judge Harvey E. Schlesinger, *Beiswinger v. West Shore Home, LLC* (May 25, 2022) 3:20-cv-01286 (M.D. Fla.):

The Notice and the Notice Plan implemented pursuant to the Agreement (1) constitute the best practicable notice under the circumstances; (2) constitute notice that is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Litigation, their right to object to or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing; (3) are reasonable and constitute due, adequate, and sufficient notice to all Persons entitled to receive notice; and (4) meet all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court.

Judge Scott Kording, *Jackson v. UKG Inc., f/k/a The Ultimate Software Group, Inc.* (May 20, 2022) 2020L000031 (Cir. Ct. of McLean Cnty., Ill.):

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement, constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

Judge Denise J. Casper, *Breda v. Cellco Partnership d/b/a Verizon Wireless* (May 2, 2022) 1:16-cv-11512 (D. Mass.):

The Court hereby finds Notice of Settlement was disseminated to persons in the Settlement Class in accordance with the Court's preliminary approval order, was the best notice practicable under the circumstances, and that the Notice satisfied Rule 23 and due process.

Judge William H. Orrick, *Maldonado et al. v. Apple Inc. et al.* (Apr. 29, 2022) 3:16-cv-04067 (N.D. Cal.):

[N]otice of the Class Settlement to the Certified Class was the best notice practicable under the circumstances. The notice satisfied due process and provided adequate information to the Certified Class of all matters relating to the Class Settlement, and fully satisfied the requirements of Federal Rules of Civil Procedure 23(c)(2) and (e)(1).

Judge Laurel Beeler, *In re: Zoom Video Communications, Inc. Privacy Litigation* (Apr. 21, 2022) 20-cv-02155 (N.D. Cal.):

Between November 19, 2021, and January 3, 2022, notice was sent to 158,203,160 class members by email (including reminder emails to those who did not submit a claim form) and 189,003 by mail. Of the emailed notices, 14,303,749 were undeliverable, and of that group, Epiq mailed notice to 296,592 class members for whom a physical address was available. Of the mailed notices, efforts were made to ensure address accuracy and currency, and as of March 10, 2022, 11,543 were undeliverable. In total, as of March 10, 2022, notice was accomplished for 144,242,901 class members, or 91% of the total. Additional notice efforts were made by newspaper ... social media, sponsored search, an informational release, and a Settlement Website. Epiq and Class Counsel also complied with the court's prior request that best practices related to the security of class member data be implemented.

[T]he Settlement Administrator provided notice to the class in the form the court approved previously. The notice met all legal prerequisites: it was the best notice practicable, satisfied the requirements of Rule 23(c)(2), adequately advised class members of their rights under the settlement agreement, met the requirements of due process, and complied with the court's order regarding court notice. The forms of notice fairly, plainly, accurately, and reasonably provided class members with all required information

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation (Volkswagen)* (Mar. 28, 2022) MDL No. 2599 (S.D. Fla.):

[T]he Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order ... The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED. R. CIV. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

Judge James Donato, *Pennington et al. v. Tetra Tech, Inc. et al.* (Mar. 28, 2022) 3:18-cv-05330 (N.D. Cal.):

On the Rule 23(e)(1) notice requirement, the Court approved the parties' notice plan, which included postcard notice, email notice, and a settlement website. Dkt. No. 154. The individual notice efforts reached an impressive 100% of the identified settlement class. Dkt. No. 200-223. The Court finds that notice was provided in the best practicable manner to class members who will be bound by the proposal. Fed. R. Civ. P. 23(e)(1).

Judge Edward J. Davila, *Cochran et al. v. The Kroger Co. et al.* (Mar. 24, 2022) 5:21-cv-01887 (N.D. Cal.):

The Court finds that the dissemination of the Notices: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that is appropriate, in a manner, content, and format reasonably calculated, under the circumstances, to apprise Settlement Class Members ...; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United (including the Due Process Clause), and all other applicable laws and rules.

Judge Sunshine Sykes, *In re Renovate America Finance Cases* (Mar. 4, 2022) RICJCCP4940 (Sup. Ct. of Cal., Riverside Cnty.):

The Court finds that notice previously given to Class Members in the Action was the best notice practicable under the circumstances and satisfies the requirements of due process ...The Court further finds that, because (a) adequate notice has been provided to all Class Members and (b) all Class Members have been given the opportunity to object to, and/or request exclusion from, the Settlement, the Court has jurisdiction over all Class Members.

Judge David O. Carter, *Fernandez v. Rushmore Loan Management Services LLC* (Feb. 14, 2022) 8:21-cv-00621 (C. D. Cal.):

Notice was sent to potential Class Members pursuant to the Settlement Agreement and the method approved by the Court. The Class Notice adequately describes the litigation and the scope of the involved Class. Further, the Class Notice explained the amount of the Settlement Fund, the plan of allocation, that Plaintiff's counsel and Plaintiff will apply for attorneys' fees, costs, and a service award, and the Class Members' option to participate, opt out, or object to the Settlement. The Class Notice consisted of direct notice via USPS, as well as a Settlement Website where Class Members could view the Long Form Notice.

Judge Otis D. Wright, II, *In re Toll Roads Litigation* (Feb. 11, 2022) 8:16-cv-00262 (C. D. Cal.):

The Class Administrator provided notice to members of the Settlement Classes in compliance with the Agreements, due process, and Rule 23. The notice: (i) fully and accurately informed class members about the lawsuit and settlements; (ii) provided sufficient information so that class members were able to decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the proposed settlements; (iii) provided procedures for class members to file written objections to the proposed settlements, to appear at the hearing, and to state objections to the proposed settlements; and (iv) provided the time, date, and place of the final fairness hearing. The Court finds that the Notice provided to the Classes pursuant to the Settlement Agreements and the Preliminary Approval Order and consisting of individual direct postcard and email notice, publication notice, settlement website, and CAFA notice has been successful and (i) constituted the best practicable notice under the circumstances; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object to the Settlements or exclude themselves from the Classes, and to appear at the Final Approval Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) otherwise met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court.

Judge Virginia M. Kendall, *In re Turkey Antitrust Litigations (Commercial and Institutional Indirect Purchaser Plaintiffs' Action) Sandee's Bakery d/b/a Sandee's Catering Bakery & Deli et al. v. Agri Stats, Inc.* (Feb. 10, 2022) 1:19-cv-08318 (N.D. Ill.):

The notice given to the Settlement Class, including individual notice all members of the Settlement Class who could be identified through reasonable efforts, was the most effective and practicable under the circumstances. This notice provided due and sufficient notice of proceedings and of the matters set forth therein, including the proposed Settlement, to all persons entitled to such notice, and this notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

Judge Beth Labson Freeman, *Ford et al. v. [24]7.ai, Inc.* (Jan. 28, 2022) 5:18-cv-02770 (N.D. Cal.):

The Court finds that the manner and form of notice (the "Notice Program") set forth in the Settlement Agreement was provided to Settlement Class Members. The Court finds that the Notice Program, as implemented, was the best practicable under the circumstances. The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, and their rights to opt-out of the Settlement Class and object to the Settlement, Class Counsel's fee request, and the request for Service Award for Plaintiffs. The Notice and notice program constituted sufficient notice to all persons entitled to notice. The Notice and notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the constitutional requirement of due process.

Judge Terrence W. Boyle, *Abramson et al. v. Safe Streets USA LLC et al.* (Jan. 12, 2022) 5:19-cv-00394 (E.D.N.C.):

Notice was provided to Settlement Class Members in compliance with Section 4 of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (a) fully and accurately informed Settlement Class Members about the Actions and Settlement Agreement; (b) provided sufficient information

so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the settlement; (c) provided procedures for Settlement Class Members to submit written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (d) provided the time, date, and place of the Final Approval Hearing.

Judge Joan B. Gottschall, Mercado et al. v. Verde Energy USA, Inc. (Dec. 17, 2021) 1:18-cv-02068 (N.D. Ill.):

In accordance with the Settlement Agreement, Epiq launched the Settlement Website and mailed out settlement notices in accordance with the preliminary approval order. (ECF No. 149). Pursuant to this Court's preliminary approval order, Epiq mailed and emailed notice to the Class on October 1, 2021. Therefore, direct notice was sent and delivered successfully to the vast majority of Class Members.

The Class Notice, together with all included and ancillary documents thereto, complied with all the requirements of Rule 23(c)(2)(B) and fairly, accurately, and reasonably informed members of the Class of: (a) appropriate information about the nature of this Litigation, including the class claims, issues, and defenses, and the essential terms of the Settlement Agreement; (b) the definition of the Class; (c) appropriate information about, and means for obtaining additional information regarding, the lawsuit and the Settlement Agreement; (d) appropriate information about, and means for obtaining and submitting, a claim; (e) appropriate information about the right of Class Members to appear through an attorney, as well as the time, manner, and effect of excluding themselves from the Settlement, objecting to the terms of the Settlement Agreement, or objecting to Lead and Class Counsel's request for an award of attorneys' fees and costs, and the procedures to do so; (f) appropriate information about the consequences of failing to submit a claim or failing to comply with the procedures and deadline for requesting exclusion from, or objecting to, the Settlement; and (g) the binding effect of a class judgment on Class Members under Rule 23(c)(3) of the Federal Rules of Civil Procedure.

The Court finds that Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of applicable laws and due process.

Judge Patricia M. Lucas, Wallace v. Wells Fargo (Nov. 24, 2021) 17CV317775 (Sup. Ct. Cal. Cnty. of Santa Clara):

On August 29, 2021, a dedicated website was established for the settlement at which class members can obtain detailed information about the case and review key documents, including the long form notice, postcard notice, settlement agreement, complaint, motion for preliminary approval ... (Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Settlement Notice Program ["Azari Dec."] ¶19). As of October 18, 2021, there were 2,639 visitors to the website and 4,428 website pages presented. (Ibid.).

On August 30, 2021, a toll-free telephone number was established to allow class members to call for additional information in English or Spanish, listen to answers to frequently asked questions, and request that a long form notice be mailed to them (Azari Dec. ¶20). As of October 18, 2021, the telephone number handled 345 calls, representing 1,207 minutes of use, and the settlement administrator mailed 30 long form notices as a result of requests made via the telephone number.

Also, on August 30, 2021, individual postcard notices were mailed to 177,817 class members. (Azari Dec. ¶14) As of November 10, 2021, 169,404 of those class members successfully received notice. (Supplemental Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Settlement Notice Program ["Supp. Azari Dec."] ¶10).

Judge John R. Tunheim, In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Plaintiff Action) (JBS USA Food Company, JBS USA Food Company Holdings) (Nov. 18, 2021) 18-cv-01776 (D. Minn.):

The notice given to the Settlement Class, including individual notice to all members of the Settlement Class who could be identified through reasonable effort, was the most effective and practicable under the circumstances. This notice provided due and sufficient notice of the proceedings and of the matters set forth therein, including the proposed settlement, to all persons entitled to such notice, and this notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

Judge H. Russel Holland, Coleman v. Alaska USA Federal Credit Union (Nov. 17, 2021) 3:19-cv-00229 (D. Alaska):

The Court approved Notice Program has been fully implemented. The Court finds that the Notices given to the Settlement Class fully and accurately informed Settlement Class Members of all material elements of the proposed Settlement and constituted valid, due, and sufficient Notice to Settlement Class Members consistent with all applicable requirements. The Court further finds that the Notice Program satisfies due process.

Judge A. Graham Shirley, *Zanca et al. v. Epic Games, Inc.* (Nov. 16, 2021) 21-CVS-534 (Sup. Ct. Wake Cnty., N.C.):

Notice has been provided to all members of the Settlement Class pursuant to and in the manner directed by the Preliminary Approval Order. The Notice Plan was properly administered by a highly experienced third-party Settlement Administrator. Proof of the provision of that Notice has been filed with the Court and full opportunity to be heard has been offered to all Parties to the Action, the Settlement Class, and all persons in interest. The form and manner of the Notice is hereby determined to have been the best notice practicable under the circumstances and to have been given full compliance with each of the requirements of North Carolina Rule of Civil Procedure 23, due process, and applicable law.

Judge Judith E. Levy, *In re Flint Water Cases* (Nov. 10, 2021) 5:16-cv-10444 (E.D. Mich.):

(1) a “Long Form Notice packet [was] mailed to each Settlement Class member ... a list of over 57,000 addresses—[and] over 90% of [the mailings] resulted in successful delivery;” (2) notices were emailed “to addresses that could be determined for Settlement Class members;” and (3) the “Notice Administrator implemented a comprehensive media notice campaign.” ... The media campaign coupled with the mailing was intended to reach the relevant audience in several ways and at several times so that the class members would be fully informed about the settlement and the registration and objection process.

The media campaign included publication in the local newspaper ... local digital banners ... television ... and radio spots ... banner notices and radio ads placed on Pandora and SoundCloud; and video ads placed on YouTube [T]his settlement has received widespread media attention from major news outlets nationwide.

Plaintiffs submitted an affidavit signed by Azari that details the implementation of the Notice plan The affidavit is bolstered by several documents attached to it, such as the declaration of Epiq Class Action and Claims Solutions, Inc.’s Legal Notice Manager, Stephanie J. Fiereck. Azari declared that Epiq “delivered individual notice to approximately 91.5% of the identified Settlement Class” and that the media notice brought the overall notice effort to “in excess of 95%.” The Court finds that the notice plan was implemented in an appropriate manner.

In conclusion, the Court finds that the Notice Plan as implemented, and its content, satisfies due process.

Judge Vince Chhabria, *Yamagata et al. v. Reckitt Benckiser LLC* (Oct. 28, 2021) 3:17-cv-03529 (N.D. Cal.):

The Court directed that Class Notice be given to the Class Members pursuant to the notice program proposed by the Parties and approved by the Court. In accordance with the Court’s Preliminary Approval Order and the Court-approved notice program, the Settlement Administrator caused the forms of Class Notice to be disseminated as ordered. The Long-form Class Notice advised Class Members of the terms of the Settlement Agreement; the Final Approval Hearing, and their right to appear at such hearing; their rights to remain in, or opt out of, the Settlement Class and to object to the Settlement Agreement; procedures for exercising such rights; and the binding effect of this Order and accompanying Final Judgment, whether favorable or unfavorable, to the Settlement Class.

The distribution of the Class Notice pursuant to the Class Notice Program constituted the best notice practicable under the circumstances, and fully satisfies the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. § 1715, and any other applicable law.

Judge Otis D. Wright, II, *Silveira v. M&T Bank* (Oct. 12, 2021) 2:19-cv-06958 (C.D. Cal.):

Notice was sent to potential class members pursuant to the Settlement Agreement and the method approved by the Court. The Class Notice consisted of direct notice via USPS first class mail, as well as a Settlement Website where Class Members could view and request to be sent the Long Form Notice. The Class Notice adequately described the litigation and the scope of the involved class. Further, the Class Notice explained the amount of the Settlement Fund, the plan of allocation, that Plaintiff’s counsel and Plaintiff will apply for attorneys’ fees, costs, and a service award, and the class members’ option to participate, opt out, or object to the settlement.

Judge Timothy J. Korrigan, *Smith v. Costa Del Mar, Inc.* (Sept. 21, 2021) 3:18-cv-01011 (M.D. Fla.):

Following preliminary approval, the settlement administrator carried out the notice program The settlement administrator sent a summary notice and long-form notice to all class members, sent CAFA notice to federal and state officials ... and established a website with comprehensive information about the settlement Email notice was sent to class members with email addresses, and postcards were sent to class members with only physical addresses Multiple attempts were made to contact class members in some cases, and all notices

directed recipients to a website where they could access settlement information A paid online media plan was implemented for class members for whom the settlement administrator did not have data When the notice program was complete, the settlement administrator submitted a declaration stating that the notice and paid media plan reached at least seventy percent of potential class members [N]otices had been delivered via postcards or email to 939,400 of the 939,479 class members to whom the settlement administrator sent notice—a ninety-nine and a half percent deliverable rate....

Notice was disseminated in accordance with the Preliminary Approval Order Federal Rule of Civil Procedure 23(c)(2)(B) requires that notice be “the best notice that is practicable under the circumstances.” Upon review of the notice materials ... and of Azari’s Declaration ... regarding the notice program, the Court is satisfied with the way in which the notice program was carried out. Class notice fully complied with Rule 23(c)(2)(B) and due process, constituted the best notice practicable under the circumstances, and was sufficient notice to all persons entitled to notice of the settlement of this lawsuit.

Judge Jose E. Martinez, *Kukorinis v. Walmart, Inc.* (Sept. 20, 2021) 1:19-cv-20592 (S.D. Fla.):

[T]he Court approved the appointment of Epiq Class Action and Claims Solutions, Inc. as the Claims Administrator with the responsibility of implementing the notice requirements approved in the Court’s Order of Approval The media plan included various forms of notice, utilizing national consumer print publications, internet banner advertising, social media, sponsored search, and a national informational release According to the Azari Declaration, the Court-approved Notice reached approximately seventy-five percent (75%) of the Settlement Class on an average of 3.5 times per Class Member

Pertinently, the Claims Administrator implemented digital banner notices across certain social media platforms, including Facebook and Instagram, which linked directly to the Settlement Website ... the digital banner notices generated approximately 522.6 million adult impressions online [T]he Court finds that notice was “reasonably calculated, under the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.”

Judge Steven L. Tiscione, *Fiore et al. v. Ingenious Designs, LLC* (Sept. 10, 2021) 1:18-cv-07124 (E.D.N.Y.):

Following the Court’s Preliminary Approval of the Settlement, the Notice Plan was effectuated by the Parties and the appointed Claims Administrator, Epiq Systems. The Notice Plan included a direct mailing to Class members who could be specifically identified, as well as nationwide notice by publication, social media and retailer displays and posters. The Notice Plan also included the establishment of an informational website and toll-free telephone number. The Court finds the Parties completed all settlement notice obligations imposed in the Order Preliminarily Approving Settlement. In addition, Defendants through the Class Administrator, sent the requisite CAFA notices to 57 federal and state officials. The class notices constitute “the best notice practicable under the circumstances,” as required by Rule 23(c)(2).

Judge John S. Meyer, *Lozano v. CodeMetro, Inc.* (Sept. 8, 2021) 37-2020-00022701 (Sup. Ct. Cal. Cnty. of San Diego):

The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Settlement, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

Judge Mae A. D’Agostino, *Thompson et al. v. Community Bank, N.A.* (Sept. 8, 2021) 8:19-cv-0919 (N.D.N.Y.):

Prior to distributing Notice to the Settlement Class members, the Settlement Administrator established a website, ... as well as a toll-free line that Settlement Class members could access or call for any questions or additional information about the proposed Settlement, including the Long Form Notice. Once Settlement Class members were identified via Defendant’s business records, the Notices attached to the Agreement and approved by the Court were sent to each Settlement Class member. For Current Account Holders who have elected to receive bank communications via email, Email Notice was delivered. To Past Defendant Account Holders, and Current Account Holders who have not elected to receive communications by email or for whom

the Defendant does not have a valid email address, Postcard Notice was delivered by U.S. Mail. The Settlement Administrator mailed 36,012 Postcard Notices and sent 16,834 Email Notices to the Settlement Class, and as a result of the Notice Program, 95% of the Settlement Class received Notice of the Settlement.

Judge Anne-Christine Massullo, *UFCW & Employers Benefit Trust v. Sutter Health et al.* (Aug. 27, 2021) CGC 14-538451 consolidated with CGC-18-565398 (Sup. Ct. of Cal., Cnty. of San Fran.):

The notice of the Settlement provided to the Class constitutes due, adequate and sufficient notice and the best notice practicable under the circumstances, and meets the requirements of due process, the laws of the State of California, and Rule 3.769(f) of the California Rules of Court.

Judge Graham C. Mullen, *In re: Kaiser Gypsum Company, Inc. et al.* (July 27, 2021) 16-cv-31602 (W.D.N.C.):

[T]he Declaration of Cameron R. Azari, Esq. on Implementation of Notice Regarding the Joint Plan of Reorganization of Kaiser Gypsum Company, Inc. and Hanson Permanente Cement, Inc. ... (the "Notice Declaration") was filed with the Bankruptcy Court on July 1, 2020, attesting to publication notice of the Plan.

[T]he Court has reviewed the Plan, the Disclosure Statement, the Disclosure Statement Order, the Voting Agent Declaration, the Affidavits of Service, the Publication Declaration, the Notice Declaration, the Memoranda of Law, the Declarations, the Truck Affidavits and all other pleadings before the Court in connection with the Confirmation of the Plan, including the objections filed to the Plan. The Plan is hereby confirmed in its entirety

Judge Anne-Christine Massullo, *Morris v. Provident Credit Union* (June 23, 2021) CGC-19-581616 (Sup. Ct. Cal. Cnty. of San Fran.):

The Notice approved by this Court was distributed to the Classes in substantial compliance with this Court's Order Certifying Classes for Settlement Purposes and Granting Preliminary Approval of Class Settlement ("Preliminary Approval Order") and the Agreement. The Notice met the requirements of due process and California Rules of Court, rules 3.766 and 3.769(f). The notice to the Classes was adequate.

Judge Esther Salas, *Sager et al. v. Volkswagen Group of America, Inc. et al.* (June 22, 2021) 18-cv-13556 (D.N.J.):

The Court further finds and concludes that Class Notice was properly and timely disseminated to the Settlement Class in accordance with the Class Notice Plan set forth in the Settlement Agreement and the Preliminary Approval Order (Dkt. No. 69). The Class Notice Plan and its implementation in this case fully satisfy Rule 23, the requirements of due process and constitute the best notice practicable under the circumstances.

Judge Josephine L. Staton, *In re: Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc. et al.* (June 10, 2021) 8:17-cv-00838 and 18-cv-02223 (C.D. Cal.):

The Class Notice was disseminated in accordance with the procedures required by the Court's Orders ... in accordance with applicable law, and satisfied the requirements of Rule 23(e) and due process and constituted the best notice practicable for the reasons discussed in the Preliminary Approval Order and Final Approval Order.

Judge Harvey Schlesinger, *In re: Disposable Contact Lens Antitrust Litigation (ABB Concise Optical Group, LLC)* (May 31, 2021) 3:15-md-02626 (M.D. Fla.):

The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constitutes the best notice practicable under the circumstances; (c) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of (i) the pendency of the Action; (ii) the effect of the Settlement Agreement (including the Releases to be provided thereunder); (iii) Class Counsel's possible motion for an award of attorneys' fees and reimbursement of expenses; (iv) the right to object to any aspect of the Settlement Agreement, the Plan of Distribution, and/or Class Counsel's motion for attorneys' fees and reimbursement of expenses; (v) the right to opt out of the Settlement Class; (vi) the right to appear at the Fairness Hearing; and (vii) the fact that Plaintiffs may receive incentive awards; (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement Agreement; and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).

Judge Haywood S. Gilliam, Jr. *Richards et al. v. Chime Financial, Inc.* (May 24, 2021) 4:19-cv-06864 (N.D. Cal.):

The Court finds that the notice and notice plan previously approved by the Court was implemented and

complies with Rule 23(c)(2)(B) ... The Court ordered that the third-party settlement administrator send class notice via email based on a class list Defendant provided ... Epiq Class Action & Claims Solutions, Inc., the third-party settlement administrator, represents that class notice was provided as directed Epiq received a total of 527,505 records for potential Class Members, including their email addresses If the receiving email server could not deliver the message, a “bounce code” was returned to Epiq indicating that the message was undeliverable Epiq made two additional attempts to deliver the email notice As of March 1, 2021, a total of 495,006 email notices were delivered, and 32,499 remained undeliverable In light of these facts, the Court finds that the parties have sufficiently provided the best practicable notice to the Class Members.

Judge Henry Edward Autrey, *Pearlstone v. Wal-Mart Stores, Inc.* (Apr. 22, 2021) 4:17-cv-02856 (C.D. Cal.):

The Court finds that adequate notice was given to all Settlement Class Members pursuant to the terms of the Parties’ Settlement Agreement and the Preliminary Approval Order. The Court has further determined that the Notice Plan fully and accurately informed Settlement Class Members of all material elements of the Settlement, constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule 23(c)(2) and 23(e)(1), applicable law, and the Due Process Clause of the United States Constitution.

Judge Lucy H. Koh, *Grace v. Apple, Inc.* (Mar. 31, 2021) 17-cv-00551 (N.D. Cal.):

Federal Rule of Civil Procedure 23(c)(2)(B) requires that the settling parties provide class members with “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).” The Court finds that the Notice Plan, which was direct notice sent to 99.8% of the Settlement Class via email and U.S. Mail, has been implemented in compliance with this Court’s Order (ECF No. 426) and complies with Rule 23(c)(2)(B).

Judge Gary A. Fenner, *In re: Pre-Filled Propane Tank Antitrust Litigation* (Mar. 30, 2021) MDL No. 2567, 14-cv-02567 (W.D. Mo.):

Based upon the Declaration of Cameron Azari, on behalf of Epiq, the Administrator appointed by the Court, the Court finds that the Notice Program has been properly implemented. That Declaration shows that there have been no requests for exclusion from the Settlement, and no objections to the Settlement. Finally, the Declaration reflects that AmeriGas has given appropriate notice of this settlement to the Attorney General of the United States and the appropriate State officials under the Class Action Fairness Act, 28 U.S.C. § 1715, and no objections have been received from any of them.

Judge Richard Seeborg, *Bautista v. Valero Marketing and Supply Company* (Mar. 17, 2021) 3:15-cv-05557 (N.D. Cal.):

The Notice given to the Settlement Class in accordance with the Notice Order was the best notice practicable under the circumstances of these proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.

Judge James D. Peterson, *Fox et al. v. Iowa Health System d.b.a. UnityPoint Health* (Mar. 4, 2021) 18-cv-00327 (W.D. Wis.):

The approved Notice plan provided for direct mail notice to all class members at their last known address according to UnityPoint’s records, as updated by the administrator through the U.S. Postal Service. For postcards returned undeliverable, the administrator tried to find updated addresses for those class members. The administrator maintained the Settlement website and made Spanish versions of the Long Form Notice and Claim Form available upon request. The administrator also maintained a toll-free telephone line which provides class members detailed information about the settlement and allows individuals to request a claim form be mailed to them.

The Court finds that this Notice (i) constituted the best notice practicable under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class members of the Settlement, the effect of the Settlement (including the release therein), and their right to object to the terms of the settlement and appear at the Final Approval Hearing; (iii) constituted due and sufficient notice of the Settlement to all reasonably identifiable persons entitled to receive such notice; (iv) satisfied the requirements of due process, Federal Rule of Civil Procedure 23(e)(1) and the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all applicable laws and rules.

Judge Larry A. Burns, *Trujillo et al. v. Ametek, Inc. et al.* (Mar. 3, 2021) 3:15-cv-01394 (S.D. Cal.):

The Class has received the best practicable notice under the circumstances of this case. The Parties' selection and retention of Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 181-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement's terms. The Settlement Notices informed the Class of Plaintiffs' intent to seek attorneys' fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members' rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing The Settlement Notices fully satisfied all notice requirements under the law, including the Federal Rules of Civil Procedure, the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.

Judge Sherri A. Lydon, *Fitzhenry v. Independent Home Products, LLC* (Mar. 2, 2021) 2:19-cv-02993 (D.S.C.):

Notice was provided to Class Members in compliance with Section VI of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (i) fully and accurately informed Settlement Class Members about the lawsuit and settlement; (ii) provided sufficient information so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the settlement; (iii) provided procedures for Class Members to file written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (iv) provided the time, date, and place of the final fairness hearing.

Judge James V. Selna, *Alvarez v. Sirius XM Radio Inc.* (Feb. 9, 2021) 2:18-cv-08605 (C.D. Cal.):

The Court finds that the dissemination of the Notices attached as Exhibits to the Settlement Agreement: (a) was implemented in accordance with the Notice Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the Releases to be provided thereunder); (v) Named Plaintiffs' application for the payment of Service Awards; (vi) Class Counsel's motion for an award an attorneys' fees and expenses; (vii) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for attorneys' fees and expenses (including a Service Award to the Named Plaintiffs and Mr. Wright); and (viii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

Judge Jon S. Tigar, *Elder v. Hilton Worldwide Holdings, Inc.* (Feb. 4, 2021) 16-cv-00278 (N.D. Cal.):

"Epiq implemented the notice plan precisely as set out in the Settlement Agreement and as ordered by the Court." ECF No. 162 at 9-10. Epiq sent initial notice by email to 8,777 Class Members and by U.S. Mail to the remaining 1,244 Class members. Id. at 10. The Notice informed Class Members about all aspects of the Settlement, the date and time of the fairness hearing, and the process for objections. ECF No. 155 at 28-37. Epiq then mailed notice to the 2,696 Class Members whose emails were returned as undeliverable. Id. "Of the 10,021 Class Members identified from Defendants' records, Epiq was unable to deliver the notice to only 35 Class Members. Accordingly, the reach of the notice is 99.65%." Id. (citation omitted). Epiq also created and maintained a settlement website and a toll-free hotline that Class Members could call if they had questions about the settlement. Id.

The Court finds that the parties have complied with the Court's preliminary approval order and, because the notice plan complied with Rule 23, have provided adequate notice to class members.

Judge Michael W. Jones, *Wallace et al. v. Monier Lifetile LLC et al.* (Jan. 15, 2021) SCV-16410 (Sup. Ct. Cal.):

The Court also finds that the Class Notice and notice process were implemented in accordance with the Preliminary Approval Order, providing the best practicable notice under the circumstances.

Judge Kristi K. DuBose, Drazen v. GoDaddy.com, LLC and Bennett v. GoDaddy.com, LLC (Dec. 23, 2020) 1:19-cv-00563 (S.D. Ala.):

The Court finds that the Notice and the claims procedures actually implemented satisfy due process, meet the requirements of Rule 23(e)(1), and the Notice constitutes the best notice practicable under the circumstances.

Judge Haywood S. Gilliam, Jr., Izor v. Abacus Data Systems, Inc. (Dec. 21, 2020) 19-cv-01057 (N.D. Cal.):

The Court finds that the notice plan previously approved by the Court was implemented and that the notice thus satisfied Rule 23(c)(2)(B). [T]he Court finds that the parties have sufficiently provided the best practicable notice to the class members.

Judge Christopher C. Conner, AI's Discount Plumbing et al. v. Viega, LLC (Dec. 18, 2020) 19-cv-00159 (M.D. Pa.):

The Court finds that the notice and notice plan previously approved by the Court was implemented and complies with Fed. R. Civ. P. 23(c)(2)(B) and due process. Specifically, the Court ordered that the third-party Settlement Administrator, Epiq, send class notice via email, U.S. mail, by publication in two recognized industry magazines, Plumber and PHC News, in both their print and online digital forms, and to implement a digital media campaign. (ECF 99). Epiq represents that class notice was provided as directed. See Declaration of Cameron R. Azari, ¶¶ 12-15 (ECF 104-13).

Judge Naomi Reice Buchwald, In re: Libor-Based Financial Instruments Antitrust Litigation (Dec. 16, 2020) MDL No. 2262, 1:11-md-02262 (S.D.N.Y.):

Upon review of the record, the Court hereby finds that the forms and methods of notifying the members of the Settlement Classes and their terms and conditions have met the requirements of the United States Constitution (including the Due Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all members of the Settlement Classes of these proceedings and the matters set forth herein, including the Settlements, the Plan of Allocation and the Fairness Hearing. Therefore, the Class Notice is finally approved.

Judge Larry A. Burns, Cox et al. Ametek, Inc. et al. (Dec 15, 2020) 3:17-cv-00597 (S.D. Cal.):

The Class has received the best practicable notice under the circumstances of this case. The Parties' selection and retention of Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 129-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement's terms. The Settlement Notices informed the Class of Plaintiffs' intent to seek attorneys' fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members' rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing ... The Settlement Notices fully satisfied all notice requirements under the law, including the Federal Rules of Civil Procedure, the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.

Judge Timothy J. Sullivan, Robinson v. Nationstar Mortgage LLC (Dec. 11, 2020) 8:14-cv-03667 (D. Md.):

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the United States Constitution, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The Class Notice fully satisfied the requirements of Due Process.

Judge Yvonne Gonzalez Rogers, In re: Lithium Ion Batteries Antitrust Litigation (Dec. 10, 2020) MDL No. 2420, 4:13-md-02420 (N.D. Cal.):

The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order prior to remand, and a second notice campaign thereafter. (See Dkt. No. 2571.) The class received direct and indirect notice through several methods – email notice, mailed notice upon request, an informative settlement website, a telephone support line, and a vigorous online campaign. Digital banner advertisements were targeted specifically to settlement class members, including on Google and Yahoo's ad networks, as well as

Facebook and Instagram, with over 396 million impressions delivered. Sponsored search listings were employed on Google, Yahoo and Bing, resulting in 216,477 results, with 1,845 clicks through to the settlement website. An informational release was distributed to 495 media contacts in the consumer electronics industry. The case website has continued to be maintained as a channel for communications with class members. Between February 11, 2020 and April 23, 2020, there were 207,205 unique visitors to the website. In the same period, the toll-free telephone number available to class members received 515 calls.

Judge Katherine A. Bacal, *Garvin v. San Diego Unified Port District* (Nov. 20, 2020) 37-2020-00015064 (Sup. Ct. Cal.):

Notice was provided to Class Members in compliance with the Settlement Agreement, California Code of Civil Procedure §382 and California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing notice to all individual Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Notice fully satisfied the requirements of due process.

Judge Catherine D. Perry, *Pirozzi et al. v. Massage Envy Franchising, LLC* (Nov. 13, 2020) 4:19-cv-807 (E.D. Mo.):

The COURT hereby finds that the CLASS NOTICE given to the CLASS: (i) fairly and accurately described the ACTION and the proposed SETTLEMENT; (ii) provided sufficient information so that the CLASS MEMBERS were able to decide whether to accept the benefits offered by the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT; (iii) adequately described the time and manner by which CLASS MEMBERS could submit a CLAIM under the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT and/or appear at the FINAL APPROVAL HEARING; and (iv) provided the date, time, and place of the FINAL APPROVAL HEARING. The COURT hereby finds that the CLASS NOTICE was the best notice practicable under the circumstances, constituted a reasonable manner of notice to all class members who would be bound by the SETTLEMENT, and complied fully with Federal Rule of Civil Procedure Rule 23, due process, and all other applicable laws.

Judge Robert E. Payne, *Skochin et al. v. Genworth Life Insurance Company et al.* (Nov. 12, 2020) 3:19-cv-00049 (E.D. Va.):

For the reasons set forth in the Court's Memorandum Opinion addressing objections to the Settlement Agreement, ... the plan to disseminate the Class Notice and Publication Notice, which the Court previously approved, has been implemented and satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process.

Judge Jeff Carpenter, *Eastwood Construction LLC et al. v. City of Monroe* (Oct. 27, 2020) 18-cvs-2692 and ***The Estate of Donald Alan Plyler Sr. et al. v. City of Monroe*** (Oct. 27, 2020) 19-cvs-1825 (Sup. Ct. N.C.):

The Settlement Agreement and the Settlement Notice are found to be fair, reasonable, adequate, and in the best interests of the Settlement Class, and are hereby approved pursuant to North Carolina Rule of Civil Procedure 23. The Parties are hereby authorized and directed to comply with and to consummate the Settlement Agreement in accordance with the terms and provisions set forth in the Settlement Agreement, and the Clerk of the Court is directed to enter and docket this Order and Final Judgement in the Actions.

Judge M. James Lorenz, *Walters et al. v. Target Corp.* (Oct. 26, 2020) 3:16-cv-1678 (S.D. Cal.):

The Court has determined that the Class Notices given to Settlement Class members fully and accurately informed Settlement Class members of all material elements of the proposed Settlement and constituted valid, due, and sufficient notice to Settlement Class members consistent with all applicable requirements. The Court further finds that the Notice Program satisfies due process and has been fully implemented.

Judge Maren E. Nelson, *Harris et al. v. Farmers Insurance Exchange and Mid Century Insurance Company* (Oct. 26, 2020) BC 579498 (Sup. Ct. Cal.):

Distribution of Notice directed to the Settlement Class Members as set forth in the Settlement has been completed in conformity with the Preliminary Approval Order, including individual notice to all Settlement Class members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The Notice, which reached 99.9% of all Settlement Class Members, provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement, to all persons entitled to Notice, and the Notice and its distribution fully satisfied the requirements of due process.

Judge Vera M. Scanlon, *Lashmbae v. Capital One Bank, N.A.* (Oct. 21, 2020) 1:17-cv-06406 (E.D.N.Y.):

The Class Notice, as amended, contained all of the necessary elements, including the class definition, the identifies of the named Parties and their counsel, a summary of the terms of the proposed Settlement, information regarding the manner in which objections may be submitted, information regarding the opt-out procedures and deadlines, and the date and location of the Final Approval Hearing. Notice was successfully delivered to approximately 98.7% of the Settlement Class and only 78 individual Settlement Class Members did not receive notice by email or first class mail.

Having reviewed the content of the Class Notice, as amended, and the manner in which the Class Notice was disseminated, this Court finds that the Class Notice, as amended, satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules. The Class Notice, as amended, provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and provided this Court with jurisdiction over the absent Settlement Class Members. See Fed. R. Civ. P. 23(c)(2)(B).

Chancellor Walter L. Evans, K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals (Oct. 14, 2020) CH-13-04871-1 (30th Jud. Dist. Tenn.):

Based upon the filings and the record as a whole, the Court finds and determines that dissemination of the Class Notice as set forth herein complies with Tenn. R. Civ. P. 23.03(3) and 23.05 and (i) constitutes the best practicable notice under the circumstances, (ii) was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of Class Settlement, their rights to object to the proposed Settlement, (iii) was reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, (iv) meets all applicable requirements of Due Process; (v) and properly provides notice of the attorney's fees that Class Counsel shall seek in this action. As a result, the Court finds that Class Members were properly notified of their rights, received full Due Process

Judge Sara L. Ellis, *Nelson v. Roadrunner Transportation Systems, Inc.* (Sept. 15, 2020) 1:18-cv-07400 (N.D. Ill.):

Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and the proposed Service Award payment to Plaintiff have been provided to Settlement Class Members as directed by this Court's Orders.

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B).

Judge George H. Wu, *Lusnak v. Bank of America, N.A.* (Aug. 10, 2020) 14-cv-01855 (C.D. Cal.):

The Court finds that the Notice program for disseminating notice to the Settlement Class, provided for in the Settlement Agreement and previously approved and directed by the Court, has been implemented by the Settlement Administrator and the Parties. The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of the Lawsuit, the definition of the Settlement Class certified, the class claims and issues, the opportunity to enter an appearance through an attorney if the member so desires; the opportunity, the time, and manner for requesting exclusion from the Settlement Class, and the binding effect of a class judgment; (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, due process under the U.S. Constitution, and any other applicable law.

Judge James Lawrence King, *Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A.* (Aug. 10, 2020) 1:10-cv-22190 (S.D. Fla.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

The Court finds that the members of the Settlement Class were provided with the best practicable notice; the notice was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15). This Settlement was widely publicized, and any member of the Settlement Class who wished to express comments or objections had ample opportunity and means to do so.

Judge Jeffrey S. Ross, *Lehman v. Transbay Joint Powers Authority et al.* (Aug. 7, 2020) CGC-16-553758 (Sup. Ct. Cal.):

The Notice approved by this Court was distributed to the Settlement Class Members in compliance with this Court's Order Granting Preliminary Approval of Class Action Settlement, dated May 8, 2020. The Notice provided to the Settlement Class Members met the requirements of due process and constituted the best notice practicable in the circumstances. Based on evidence and other material submitted in conjunction with the final approval hearing, notice to the class was adequate.

Judge Jean Hoefler Toal, *Cook et al. v. South Carolina Public Service Authority et al.* (July 31, 2020) 2019-CP-23-6675 (Ct. of Com. Pleas. 13th Jud. Cir. S.C.):

Notice was sent to more than 1.65 million Class members, published in newspapers whose collective circulation covers the entirety of the State, and supplemented with internet banner ads totaling approximately 12.3 million impressions. The notices directed Class members to the settlement website and toll-free line for additional inquiries and further information. After this extensive notice campaign, only 78 individuals (0.0047%) have opted-out, and only nine (0.00054%) have objected. The Court finds this response to be overwhelmingly favorable.

Judge Peter J. Messitte, *Jackson et al. v. Viking Group, Inc. et al.* (July 28, 2020) 8:18-cv-02356 (D. Md.):

[T]he Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order as amended. The Court finds that the Notice Plan: (i) constitutes the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this Lawsuit and the terms of the Settlement, their right to exclude themselves from the Settlement, or to object to any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Final Approval Order and the Final Judgment, whether favorable or unfavorable, on all Persons who do not exclude themselves from the Settlement Class, (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

Judge Michael P. Shea, *Grayson et al. v. General Electric Company* (July 27, 2020) 3:13-cv-01799 (D. Conn.):

Pursuant to the Preliminary Approval Order, the Settlement Notice was mailed, emailed and disseminated by the other means described in the Settlement Agreement to the Class Members. This Court finds that this notice procedure was (i) the best practicable notice; (ii) reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of the Civil Action and of their right to object to or exclude themselves from the proposed Settlement; and (iii) reasonable and constitutes due, adequate, and sufficient notice to all entities and persons entitled to receive notice.

Judge Gerald J. Pappert, *Rose v. The Travelers Home and Marine Insurance Company et al.* (July 20, 2020) 19-cv-00977 (E.D. Pa.):

The Class Notice ... has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. Such Class Notice (i) constituted the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency and nature of this Action, the definition of the Settlement Class, the terms of the Settlement Agreement, the rights of the Settlement Class to exclude themselves from the settlement or to object to any part of the settlement, the rights of the Settlement Class to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Settlement Agreement on all persons who do not exclude themselves from the Settlement Class, (iii) provided due, adequate, and sufficient notice to the Settlement Class; and (iv) fully satisfied all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

Judge Christina A. Snyder, *Waldrup v. Countrywide Financial Corporation et al.* (July 16, 2020) 2:13-cv-08833 (C.D. Cal.):

The Court finds that mailed and publication notice previously given to Class Members in the Action was the best notice practicable under the circumstances, and satisfies the requirements of due process and FED. R. CIV. P. 23. The Court further finds that, because (a) adequate notice has been provided to all Class Members and (b) all Class Members have been given the opportunity to object to, and/or request exclusion from, the Settlement, it has jurisdiction over all Class Members. The Court further finds that all requirements of statute

(including but not limited to 28 U.S.C. § 1715), rule, and state and federal constitutions necessary to effectuate this Settlement have been met and satisfied.

Judge James Donato, *Coffeng et al. v. Volkswagen Group of America, Inc.* (June 10, 2020) 17-cv-01825 (N.D. Cal.):

The Court finds that, as demonstrated by the Declaration and Supplemental Declaration of Cameron Azari, and counsel's submissions, Notice to the Settlement Class was timely and properly effectuated in accordance with FED. R. CIV. P. 23(e) and the approved Notice Plan set forth in the Court's Preliminary Approval Order. The Court finds that said Notice constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

Judge Michael W. Fitzgerald, *Behfarin v. Pruco Life Insurance Company et al.* (June 3, 2020) 17-cv-05290 (C.D. Cal.):

The Court finds that the requirements of Rule 23 of the Federal Rule of Civil Procedure and other laws and rules applicable to final settlement approval of class actions have been satisfied

This Court finds that the Claims Administrator caused notice to be disseminated to the Class in accordance with the plan to disseminate Notice outlined in the Settlement Agreement and the Preliminary Approval Order, and that Notice was given in an adequate and sufficient manner and complies with Due Process and Fed. R. Civ. P. 23.

Judge Nancy J. Rosenstengel, *First Impressions Salon, Inc. et al. v. National Milk Producers Federation et al.* (Apr. 27, 2020) 3:13-cv-00454 (S.D. Ill.):

The Court finds that the Notice given to the Class Members was completed as approved by this Court and complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process. The settlement Notice Plan was modeled on and supplements the previous court-approved plan and, having been completed, constitutes the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice provided Class members due and adequate notice of the Settlement, the Settlement Agreement, the Plan of Distribution, these proceedings, and the rights of Class members to opt-out of the Class and/or object to Final Approval of the Settlement, as well as Plaintiffs' Motion requesting attorney fees, costs, and Class Representative service awards.

Judge Harvey Schlesinger, *In re: Disposable Contact Lens Antitrust Litigation (CooperVision, Inc.)* (Mar. 4, 2020) 3:15-md-02626 (M.D. Fla.):

The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Orders; (b) constitutes the best notice practicable under the circumstances; (c) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Classes of (i) the pendency of the Action; (ii) the effect of the Settlement Agreements (including the Releases to the provided thereunder); (iii) Class Counsel's possible motion for an award of attorneys' fees and reimbursement of expenses; (iv) the right to object to any aspect of the Settlement Agreements, the Plan of Distribution, and/or Class Counsel's motion for attorneys' fees and reimbursement of expenses; (v) the right to opt out of the Settlement Classes; (vi) the right to appear at the Fairness Hearing; and (vii) the fact that Plaintiffs may receive incentive awards; (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement Agreement and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).

Judge Amos L. Mazzant, *Stone et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens* (Mar. 3, 2020) 4:17-cv-00001 (E.D. Tex.):

The Court has reviewed the Notice Plan and its implementation and efficacy, and finds that it constituted the best notice practicable under the circumstances and was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e) of the Federal Rules of Civil Procedure.

In addition, Class Notice clearly and concisely stated in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Equitable Relief Settlement Class; (iii) the claims and issues of the Equitable Relief Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) the binding effect of a class judgment on members under Fed. R. Civ. P. 23(c)(3).

Judge Michael H. Simon, *In re: Premera Blue Cross Customer Data Security Breach Litigation* (Mar. 2, 2020) MDL No. 2633, 3:15-md-2633 (D. Ore.):

The Court confirms that the form and content of the Summary Notice, Long Form Notice, Publication Notice, and Claim Form, and the procedure set forth in the Settlement for providing notice of the Settlement to the Class, were in full compliance with the notice requirements of Federal Rules of Civil Procedure 23(c)(2)(B) and 23(e), fully, fairly, accurately, and adequately advised members of the Class of their rights under the Settlement, provided the best notice practicable under the circumstances, fully satisfied the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, and afforded Class Members with adequate time and opportunity to file objections to the Settlement and attorney's fee motion, submit Requests for Exclusion, and submit Claim Forms to the Settlement Administrator.

Judge Maxine M. Chesney, *McKinney-Drobnis et al. v. Massage Envy Franchising* (Mar. 2, 2020) 3:16-cv-06450 (N.D. Cal.):

The COURT hereby finds that the individual direct CLASS NOTICE given to the CLASS via email or First Class U.S. Mail (i) fairly and accurately described the ACTION and the proposed SETTLEMENT; (ii) provided sufficient information so that the CLASS MEMBERS were able to decide whether to accept the benefits offered by the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT; (iii) adequately described the manner in which CLASS MEMBERS could submit a VOUCHER REQUEST under the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT and/or appear at the FINAL APPROVAL HEARING; and (iv) provided the date, time, and place of the FINAL APPROVAL HEARING. The COURT hereby finds that the CLASS NOTICE was the best notice practicable under the circumstances and complied fully with Federal Rule of Civil Procedure Rule 23, due process, and all other applicable laws.

Judge Harry D. Leinenweber, *Albrecht v. Oasis Power, LLC d/b/a Oasis Energy* (Feb. 6, 2020) 1:18-cv-01061 (N.D. Ill.):

The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable laws.

Judge Robert Scola, Jr., *Wilson et al. v. Volkswagen Group of America, Inc. et al.* (Jan. 28, 2020) 17-cv-23033 (S.D. Fla.):

The Court finds that the Class Notice, in the form approved by the Court, was properly disseminated to the Settlement Class pursuant to the Notice Plan and constituted the best practicable notice under the circumstances. The forms and methods of the Notice Plan approved by the Court met all applicable requirements of the Federal Rules of Civil Procedure, the United States Code, the United States Constitution (including the Due Process Clause), and any other applicable law.

Judge Michael Davis, *Garcia v. Target Corporation* (Jan. 27, 2020) 16-cv-02574 (D. Minn.):

The Court finds that the Notice Plan set forth in Section 4 of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this case, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

Judge Bruce Howe Hendricks, *In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation* (Jan. 9, 2020) MDL No. 2613, 6:15-MN-02613 (D.S.C.):

The Classes have been notified of the settlement pursuant to the plan approved by the Court. After having reviewed the Declaration of Cameron R. Azari (ECF No. 220-1) and the Supplemental Declaration of Cameron R. Azari (ECF No. 225-1), the Court hereby finds that notice was accomplished in accordance with the Court's directives. The Court further finds that the notice program constituted the best practicable notice to the Settlement Classes under the circumstances and fully satisfies the requirements of due process and Federal Rule 23.

Judge Margo K. Brodie, *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (Dec. 13, 2019) MDL No. 1720, 05-md-01720 (E.D.N.Y.):

The notice and exclusion procedures provided to the Rule 23(b)(3) Settlement Class, including but not limited to the methods of identifying and notifying members of the Rule 23(b)(3) Settlement Class, were fair, adequate, and sufficient, constituted the best practicable notice under the circumstances, and were reasonably calculated to apprise members of the Rule 23(b)(3) Settlement Class of the Action, the terms of the Superseding Settlement Agreement, and their objection rights, and to apprise members of the Rule 23(b)(3) Settlement Class of their exclusion rights, and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, any other applicable laws or rules of the Court, and due process.

Judge Steven Logan, *Knapper v. Cox Communications, Inc.* (Dec. 13, 2019) 2:17-cv-00913 (D. Ariz.):

The Court finds that the form and method for notifying the class members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order (Doc. 120). The Court further finds that the notice satisfied due process principles and the requirements of Federal Rule of Civil Procedure 23(c), and the Plaintiff chose the best practicable notice under the circumstances. The Court further finds that the notice was clearly designed to advise the class members of their rights.

Judge Manish Shah, *Prather v. Wells Fargo Bank, N.A.* (Dec. 10, 2019) 1:17-cv-00481 (N.D. Ill.):

The Court finds that the Notice Plan set forth in Section VIII of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this case, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

Judge Liam O'Grady, *Liggio v. Apple Federal Credit Union* (Dec. 6, 2019) 1:18-cv-01059 (E.D. Va.):

The Court finds that the manner and form of notice (the "Notice Plan") as provided for in this Court's July 2, 2019 Order granting preliminary approval of class settlement, and as set forth in the Parties' Settlement Agreement was provided to Settlement Class Members by the Settlement Administrator The Notice Plan was reasonably calculated to give actual notice to Settlement Class Members of the right to receive benefits from the Settlement, and to be excluded from or object to the Settlement. The Notice Plan met the requirements of Rule 23(c)(2)(B) and due process and constituted the best notice practicable under the circumstances.

Judge Brian McDonald, *Armon et al. v. Washington State University* (Nov. 8, 2019) 17-2-23244-1 (consolidated with 17-2-25052-0) (Sup. Ct. Wash.):

The Court finds that the Notice Program, as set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, satisfied CR 23(c)(2), was the best Notice practicable under the circumstances, was reasonably calculated to provide-and did provide-due and sufficient Notice to the Settlement Class of the pendency of the Litigation; certification of the Settlement Class for settlement purposes only; the existence and terms of the Settlement; the identity of Class Counsel and appropriate information about Class Counsel's then-forthcoming application for attorneys' fees and incentive awards to the Class Representatives; appropriate information about how to participate in the Settlement; Settlement Class Members' right to exclude themselves; their right to object to the Settlement and to appear at the Final Approval Hearing, through counsel if they desired; and appropriate instructions as to how to obtain additional information regarding this Litigation and the Settlement. In addition, pursuant to CR 23(c)(2)(B), the Notice properly informed Settlement Class Members that any Settlement Class Member who failed to opt-out would be prohibited from bringing a lawsuit against Defendant based on or related to any of the claims asserted by Plaintiffs, and it satisfied the other requirements of the Civil Rules.

Judge Andrew J. Guilford, *In re: Wells Fargo Collateral Protection Insurance Litigation* (Nov. 4, 2019) 8:17-ml-02797 (C.D. Cal.):

Epiq Class Action & Claims Solutions, Inc. (“Epiq”), the parties’ settlement administrator, was able to deliver the court-approved notice materials to all class members, including 2,254,411 notice packets and 1,019,408 summary notices.

Judge Paul L. Maloney, *Burch v. Whirlpool Corporation* (Oct. 16, 2019) 1:17-cv-00018 (W.D. Mich.):

[T]he Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and applicable state laws and due process.

Judge Gene E.K. Pratter, *Tashica Fulton-Green et al. v. Accolade, Inc.* (Sept. 24, 2019) 2:18-cv-00274 (E.D. Pa.):

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B).

Judge Edwin Torres, *Burrow et al. v. Forjas Taurus S.A. et al.* (Sept. 6, 2019) 1:16-cv-21606 (S.D. Fla.):

Because the Parties complied with the agreed-to notice provisions as preliminarily approved by this Court, and given that there are no developments or changes in the facts to alter the Court’s previous conclusion, the Court finds that the notice provided in this case satisfied the requirements of due process and of Rule 23(c)(2)(B).

Judge Amos L. Mazzant, *Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens* (Aug. 30, 2019) 4:19-cv-00248 (E.D. Tex.):

The Court has reviewed the Notice Plan and its implementation and efficacy, and finds that it constituted the best notice practicable under the circumstances and was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e) of the Federal Rules of Civil Procedure.

In addition, Class Notice clearly and concisely stated in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified 2011 Settlement Class; (iii) the claims and issues of the 2011 Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusions; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Fed. R. Civ. P. 23(c)(3).

Judge Karon Owen Bowdre, *In re: Community Health Systems, Inc. Customer Data Security Breach Litigation* (Aug. 22, 2019) MDL No. 2595, 2:15-cv-00222 (N.D. Ala.):

The court finds that the Notice Program: (1) satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process; (2) was the best practicable notice under the circumstances; (3) reasonably apprised Settlement Class members of the pendency of the Action and their right to object to the settlement or opt-out of the Settlement Class; and (4) was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice. Approximately 90% of the 6,081,189 individuals identified as Settlement Class members received the Initial Postcard Notice of this Settlement Action.

The court further finds, pursuant to Fed. R. Civ. P. 23(c)(2)(B), that the Class Notice adequately informed Settlement Class members of their rights with respect to this action.

Judge Christina A. Snyder, *Zaklit et al. v. Nationstar Mortgage LLC et al.* (Aug. 21, 2019) 5:15-cv-02190 (C.D. Cal.):

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

Judge Brian M. Cogan, *Luib v. Henkel Consumer Goods Inc.* (Aug. 19, 2019) 1:17-cv-03021 (E.D.N.Y.):

The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class members to exclude themselves from the Settlement Agreement, to object and appear at the Final Approval Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation* (Aug. 16, 2019) MDL No. 2420, 4:13-md-02420 (N.D. Cal.):

The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order. [T]he notice program reached approximately 87 percent of adults who purchased portable computers, power tools, camcorders, or replacement batteries, and these class members were notified an average of 3.5 times each. As a result of Plaintiffs' notice efforts, in total, 1,025,449 class members have submitted claims. That includes 51,961 new claims, and 973,488 claims filed under the prior settlements.

Judge Jon Tigar, *McKnight et al. v. Uber Technologies, Inc. et al.* (Aug. 13, 2019) 3:14-cv-05615 (N.D. Cal.):

The settlement administrator, Epiq Systems, Inc., carried out the notice procedures as outlined in the preliminary approval. ECF No. 162 at 17-18. Notices were mailed to over 22 million class members with a success rate of over 90%. Id. at 17. Epiq also created a website, banner ads, and a toll free number. Id. at 17-18. Epiq estimates that it reached through mail and other formats 94.3% of class members. ECF No. 164 ¶ 28. In light of these actions, and the Court's prior order granting preliminary approval, the Court finds that the parties have provided adequate notice to class members.

Judge Gary W.B. Chang, *Robinson v. First Hawaiian Bank* (Aug. 8, 2019) 17-1-0167-01 (Cir. Ct. of First Cir. Haw.):

This Court determines that the Notice Program satisfies all of the due process requirements for a class action settlement.

Judge Karin Crump, *Hyder et al. v. Consumers County Mutual Insurance Company* (July 30, 2019) D-1-GN-16-000596 (D. Ct. of Travis Cnty. Tex.):

Due and adequate Notice of the pendency of this Action and of this Settlement has been provided to members of the Settlement Class, and this Court hereby finds that the Notice Plan described in the Preliminary Approval Order and completed by Defendant complied fully with the requirements of due process, the Texas Rules of Civil Procedure, and the requirements of due process under the Texas and United States Constitutions, and any other applicable laws.

Judge Wendy Battlestone, *Underwood v. Kohl's Department Stores, Inc. et al.* (July 24, 2019) 2:15-cv-00730 (E.D. Pa.):

The Notice, the contents of which were previously approved by the Court, was disseminated in accordance with the procedures required by the Court's Preliminary Approval Order in accordance with applicable law.

Judge Andrew G. Ceresia, J.S.C., *Denier et al. v. Taconic Biosciences, Inc.* (July 15, 2019) 00255851 (Sup Ct. N.Y.):

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of the CPLR.

Judge Vince G. Chhabria, *Parsons v. Kimpton Hotel & Restaurant Group, LLC* (July 11, 2019) 3:16-cv-05387 (N.D. Cal.):

Pursuant to the Preliminary Approval Order, the notice documents were sent to Settlement Class Members by email or by first-class mail, and further notice was achieved via publication in People magazine, internet banner notices, and internet sponsored search listings. The Court finds that the manner and form of notice (the "Notice Program") set forth in the Settlement Agreement was provided to Settlement Class Members. The Court finds that the Notice Program, as implemented, was the best practicable under the circumstances. The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, and their rights to opt-out of the Settlement Class

and object to the Settlement, Class Counsel's fee request, and the request for Service Award for Plaintiff. The Notice and Notice Program constituted sufficient notice to all persons entitled to notice. The Notice and Notice Program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the constitutional requirement of due process.

Judge Daniel J. Buckley, *Adlouni v. UCLA Health Systems Auxiliary et al.* (June 28, 2019) BC589243 (Sup. Ct. Cal.):

The Court finds that the notice to the Settlement Class pursuant to the Preliminary Approval Order was appropriate, adequate, and sufficient, and constituted the best notice practicable under the circumstances to all Persons within the definition of the Settlement Class to apprise interested parties of the pendency of the Action, the nature of the claims, the definition of the Settlement Class, and the opportunity to exclude themselves from the Settlement Class or present objections to the settlement. The notice fully complied with the requirements of due process and all applicable statutes and laws and with the California Rules of Court.

Judge John C. Hayes III, *Lightsey et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA et al.* (June 11, 2019) 2017-CP-25-335 (Ct. of Com. Pleas., S.C.):

These multiple efforts at notification far exceed the due process requirement that the class representative provide the best practical notice.... Following this extensive notice campaign reaching over 1.6 million potential class member accounts, Class counsel have received just two objections to the settlement and only 24 opt outs.

Judge Stephen K. Bushong, *Scharfstein v. BP West Coast Products, LLC* (June 4, 2019) 1112-17046 (Ore. Cir., Cnty. of Multnomah):

The Court finds that the Notice Plan ... fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.

Judge Cynthia Bashant, *Lloyd et al. v. Navy Federal Credit Union* (May 28, 2019) 17-cv-1280 (S.D. Cal.):

This Court previously reviewed, and conditionally approved Plaintiffs' class notices subject to certain amendments. The Court affirms once more that notice was adequate.

Judge Robert W. Gettleman, *Cowen v. Lenny & Larry's Inc.* (May 2, 2019) 1:17-cv-01530 (N.D. Ill.):

Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the elements specified by the Court in the preliminary approval order. Adequate notice of the amended settlement and the final approval hearing has also been given. Such notice informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a means to obtain additional information; was adequate notice under the circumstances; was valid, due, and sufficient notice to all Settlement Class [M]embers; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.

Judge Edward J. Davila, *In re: HP Printer Firmware Update Litigation* (Apr. 25, 2019) 5:16-cv-05820 (N.D. Cal.):

Due and adequate notice has been given of the Settlement as required by the Preliminary Approval Order. The Court finds that notice of this Settlement was given to Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Settlement, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

Judge Claudia Wilken, *Naiman v. Total Merchant Services, Inc. et al.* (Apr. 16, 2019) 4:17-cv-03806 (N.D. Cal.):

The Court also finds that the notice program satisfied the requirements of Federal Rule of Civil Procedure 23 and due process. The notice approved by the Court and disseminated by Epiq constituted the best practicable method for informing the class about the Final Settlement Agreement and relevant aspects of the litigation.

Judge Paul Gardephe, *37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)* (Mar. 31, 2019) 15-cv-9924 (S.D.N.Y.):

The Notice given to Class Members complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and provided due and adequate notice to the Class.

Judge Alison J. Nathan, *Pantelyat et al. v. Bank of America, N.A. et al.* (Jan. 31, 2019) 16-cv-08964 (S.D.N.Y.):

The Class Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice. The notice fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules.

Judge Kenneth M. Hoyt, *AI's Pals Pet Card, LLC et al. v. Woodforest National Bank, N.A. et al.* (Jan. 30, 2019) 4:17-cv-3852 (S.D. Tex.):

[T]he Court finds that the class has been notified of the Settlement pursuant to the plan approved by the Court. The Court further finds that the notice program constituted the best practicable notice to the class under the circumstances and fully satisfies the requirements of due process, including Fed. R. Civ. P. 23(e)(1) and 28 U.S.C. § 1715.

Judge Robert M. Dow, Jr., *In re: Dealer Management Systems Antitrust Litigation* (Jan. 23, 2019) MDL No. 2817, 18-cv-00864 (N.D. Ill.):

The Court finds that the Settlement Administrator fully complied with the Preliminary Approval Order and that the form and manner of providing notice to the Dealership Class of the proposed Settlement with Reynolds was the best notice practicable under the circumstances, including individual notice to all members of the Dealership Class who could be identified through the exercise of reasonable effort. The Court further finds that the notice program provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715(b), and constitutional due process.

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation (Ford)* (Dec. 20, 2018) MDL No. 2599 (S.D. Fla.):

The record shows and the Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED. R. Civ. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

Judge Herndon, *Hale v. State Farm Mutual Automobile Insurance Company et al.* (Dec. 16, 2018) 3:12-cv-00660 (S.D. Ill.):

The Class here is estimated to include approximately 4.7 million members. Approximately 1.43 million of them received individual postcard or email notice of the terms of the proposed Settlement, and the rest were notified via a robust publication program "estimated to reach 78.8% of all U.S. Adults Aged 35+ approximately 2.4 times." Doc. 966-2 ¶¶ 26, 41. The Court previously approved the notice plan (Doc. 947), and now, having carefully reviewed the declaration of the Notice Administrator (Doc. 966-2), concludes that it was fully and properly executed, and reflected "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." See Fed. R. Civ. P. 23(c)(2)(B). The Court further concludes that CAFA notice was properly effectuated to the attorneys general and insurance commissioners of all 50 states and District of Columbia.

Judge Jesse M. Furman, *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.* (Nov. 13, 2018) 14-cv-07126 (S.D.N.Y.):

The mailing and distribution of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice efforts described in the Motion for Final Approval, as provided for in the Court's June 26, 2018 Preliminary Approval Order, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.

Judge William L. Campbell, Jr., Ajose et al. v. Interline Brands, Inc. (Oct. 23, 2018) 3:14-cv-01707 (M.D. Tenn.):

The Court finds that the Notice Plan, as approved by the Preliminary Approval Order: (i) satisfied the requirements of Rule 23(c)(3) and due process; (ii) was reasonable and the best practicable notice under the circumstances; (iii) reasonably apprised the Settlement Class of the pendency of the action, the terms of the Agreement, their right to object to the proposed settlement or opt out of the Settlement Class, the right to appear at the Final Fairness Hearing, and the Claims Process; and (iv) was reasonable and constituted due, adequate, and sufficient notice to all those entitled to receive notice.

Judge Joseph C. Spero, Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN (Oct. 15, 2018) 3:16-cv-05486 (N.D. Cal.):

[T]he Court finds that notice to the class of the settlement complied with Rule 23(c)(3) and (e) and due process. Rule 23(e)(1) states that “[t]he court must direct notice in a reasonable manner to all class members who would be bound by” a proposed settlement, voluntary dismissal, or compromise. Class members are entitled to the “best notice that is practicable under the circumstances” of any proposed settlement before it is finally approved by the Court. Fed. R. Civ. P. 23(c)(2)(B) ... The notice program included notice sent by first class mail to 1,750,564 class members and reached approximately 95.2% of the class.

Judge Marcia G. Cooke, Dipuglia v. US Coachways, Inc. (Sept. 28, 2018) 1:17-cv-23006 (S.D. Fla.):

The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Judge Beth Labson Freeman, Gergetz v. Telenav, Inc. (Sept. 27, 2018) 5:16-cv-04261 (N.D. Cal.):

The Court finds that the Notice and Notice Plan implemented pursuant to the Settlement Agreement, which consists of individual notice sent via first-class U.S. Mail postcard, notice provided via email, and the posting of relevant Settlement documents on the Settlement Website, has been successfully implemented and was the best notice practicable under the circumstances and: (1) constituted notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause, and the Rules of this Court.

Judge M. James Lorenz, Farrell v. Bank of America, N.A. (Aug. 31, 2018) 3:16-cv-00492 (S.D. Cal.):

The Court therefore finds that the Class Notices given to Settlement Class members adequately informed Settlement Class members of all material elements of the proposed Settlement and constituted valid, due, and sufficient notice to Settlement Class members. The Court further finds that the Notice Program satisfies due process and has been fully implemented.

Judge Dean D. Pregerson, Falco et al. v. Nissan North America, Inc. et al. (July 16, 2018) 2:13-cv-00686 (C.D. Cal.):

Notice to the Settlement Class as required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, and such Notice by first-class mail was given in an adequate and sufficient manner, and constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

Judge Lynn Adelman, In re: Windsor Wood Clad Window Product Liability Litigation (July 16, 2018) MDL No. 2688, 16-md-02688 (E.D. Wis.):

The Court finds that the Notice Program was appropriately administered, and was the best practicable notice to the Class under the circumstances, satisfying the requirements of Rule 23 and due process. The Notice Program, constitutes due, adequate, and sufficient notice to all persons, entities, and/or organizations entitled to receive notice; fully satisfied the requirements of the Constitution of the United States (including the Due

Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law; and is based on the Federal Judicial Center's illustrative class action notices.

Judge Stephen K. Bushong, *Surrett et al. v. Western Culinary Institute et al.* (June 18, 2018) 0803-03530 (Ore. Cir. Cnty. of Multnomah):

This Court finds that the distribution of the Notice of Settlement ... fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.

Judge Jesse M. Furman, *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.* (June 1, 2018) 14-cv-07126 (S.D.N.Y.):

The mailing of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice distribution efforts described in the Motion for Final Approval, as provided for in the Court's October 24, 2017 Order Providing for Notice to the Settlement Class and Preliminarily Approving the Plan of Distribution, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.

Judge Brad Seligman, *Larson v. John Hancock Life Insurance Company (U.S.A.)* (May 8, 2018) RG16813803 (Sup. Ct. Cal.):

The Court finds that the Class Notice and dissemination of the Class Notice as carried out by the Settlement Administrator complied with the Court's order granting preliminary approval and all applicable requirements of law, including, but not limited to California Rules of Court, rule 3.769(f) and the Constitutional requirements of due process, and constituted the best notice practicable under the circumstances and sufficient notice to all persons entitled to notice of the Settlement.

[T]he dissemination of the Class Notice constituted the best notice practicable because it included mailing individual notice to all Settlement Class Members who are reasonably identifiable using the same method used to inform class members of certification of the class, following a National Change of Address search and run through the LexisNexis Deceased Database.

Judge Federico A. Moreno, *Masson v. Tallahassee Dodge Chrysler Jeep, LLC* (May 8, 2018) 17-cv-22967 (S.D. Fla.):

The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Chancellor Russell T. Perkins, *Morton v. GreenBank* (Apr. 18, 2018) 11-135-IV (20th Jud. Dist. Tenn.):

The Notice Program as provided or in the Agreement and the Preliminary Amended Approval Order constituted the best notice practicable under the circumstances, including individual notice to all Settlement Class members who could be identified through reasonable effort. The Notice Plan fully satisfied the requirements of Tennessee Rule of Civil Procedure 23.03, due process and any other applicable law.

Judge James V. Selna, *Callaway v. Mercedes-Benz USA, LLC* (Mar. 8, 2018) 8:14-cv-02011 (C.D. Cal.):

The Court finds that the notice given to the Class was the best notice practicable under the circumstances of this case, and that the notice complied with the requirements of Federal Rule of Civil Procedure 23 and due process.

The notice given by the Class Administrator constituted due and sufficient notice to the Settlement Class, and adequately informed members of the Settlement Class of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement Agreement and how to object to the Settlement.

The Court has considered and rejected the objection ... [regarding] the adequacy of the notice plan. The notice given provided ample information regarding the case. Class members also had the ability to seek additional information from the settlement website, from Class Counsel or from the Class Administrator.

Judge Thomas M. Durkin, Vergara et al., v. Uber Technologies, Inc. (Mar. 1, 2018) 1:15-cv-06972 (N.D. Ill.):

The Court finds that the Notice Plan set forth in Section IX of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Classes of the pendency of this case, certification of the Settlement Classes for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. Further, the Court finds that Defendant has timely satisfied the notice requirements of 28 U.S.C. Section 1715.

Judge Federico A. Moreno, In re: Takata Airbag Products Liability Litigation (Honda & Nissan) (Feb. 28, 2018) MDL No. 2599 (S.D. Fla.):

The Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED R. CIV. R. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

Judge Susan O. Hickey, Larey v. Allstate Property and Casualty Insurance Company (Feb. 9, 2018) 4:14-cv-04008 (W.D. Kan.):

Based on the Court's review of the evidence submitted and argument of counsel, the Court finds and concludes that the Class Notice and Claim Form was mailed to potential Class Members in accordance with the provisions of the Preliminary Approval Order, and together with the Publication Notice, the automated toll-free telephone number, and the settlement website: (i) constituted, under the circumstances, the most effective and practicable notice of the pendency of the Lawsuit, this Stipulation, and the Final Approval Hearing to all Class Members who could be identified through reasonable effort; and (ii) met all requirements of the Federal Rules of Civil Procedure, the requirements of due process under the United States Constitution, and the requirements of any other applicable rules or law.

Judge Muriel D. Hughes, Glaske v. Independent Bank Corporation (Jan. 11, 2018) 13-009983 (Cir. Ct. Mich.):

The Court-approved Notice Plan satisfied due process requirements ... The notice, among other things, was calculated to reach Settlement Class Members because it was sent to their last known email or mail address in the Bank's files.

Judge Naomi Reice Buchwald, Orlander v. Staples, Inc. (Dec. 13, 2017) 13-cv-00703 (S.D.N.Y.):

The Notice of Class Action Settlement ("Notice") was given to all Class Members who could be identified with reasonable effort in accordance with the terms of the Settlement Agreement and Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and the terms and conditions of the proposed Settlement met the requirements of Federal Rule of Civil Procedure 23 and the Constitution of the United States (including the Due Process Clause); 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.

Judge Lisa Godbey Wood, T.A.N. v. PNI Digital Media, Inc. (Dec. 1, 2017) 2:16-cv-132 (S.D. Ga.):

Notice to the Settlement Class Members required by Rule 23 has been provided as directed by this Court in the Preliminary Approval Order, and such notice constituted the best notice practicable, including, but not limited to, the forms of notice and methods of identifying and providing notice to the Settlement Class Members, and satisfied the requirements of Rule 23 and due process, and all other applicable laws.

Judge Robin L. Rosenberg, *Gottlieb v. Citgo Petroleum Corporation* (Nov. 29, 2017) 9:16-cv-81911 (S.D. Fla.):

The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Judge Donald M. Middlebrooks, *Mahoney v. TT of Pine Ridge, Inc.* (Nov. 20, 2017) 9:17-cv-80029 (S.D. Fla.):

Based on the Settlement Agreement, Order Granting Preliminary Approval of Class Action Settlement Agreement, and upon the Declaration of Cameron Azari, Esq. (DE 61-1), the Court finds that Class Notice provided to the Settlement Class was the best notice practicable under the circumstances, and that it satisfied the requirements of due process and Federal Rule of Civil Procedure 23(e)(1).

Judge Gerald Austin McHugh, *Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric et al.* (Nov. 8, 2017) 2:14-cv-04464 (E.D. Pa.):

Notice has been provided to the Settlement Class of the pendency of this Action, the conditional certification of the Settlement Class for purposes of this Settlement, and the preliminary approval of the Settlement Agreement and the Settlement contemplated thereby. The Court finds that the notice provided was the best notice practicable under the circumstances to all persons entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation (BMW, Mazda, Toyota, & Subaru)* (Nov. 1, 2017) MDL No. 2599 (S.D. Fla.):

[T]he Court finds that the Class Notice has been given to the Class in the manner approved in the Preliminary Approval Order. The Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Federal Rule of Civil Procedure 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

Judge Charles R. Breyer, *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litigation* (May 17, 2017) MDL No. 2672 (N.D. Cal.):

The Court is satisfied that the Notice Program was reasonably calculated to notify Class Members of the proposed Settlement. The Notice "apprise[d] interested parties of the pendency of the action and afford[ed] them an opportunity to present their objections." Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950). Indeed, the Notice Administrator reports that the notice delivery rate of 97.04% "exceed[ed] the expected range and is indicative of the extensive address updating and re-mailing protocols used." (Dkt. No. 3188-2 ¶ 24.)

Judge Rebecca Brett Nightingale, *Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma et al.* (May 15, 2017) CJ-2015-00859 (Dist. Ct. Okla.):

The Court-approved Notice Plan satisfies Oklahoma law because it is "reasonable" (12 O.S. § 2023(E)(I)) and it satisfies due process requirements because it was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15).

Judge Joseph F. Bataillon, *Klug v. Watts Regulator Company* (Apr. 13, 2017) 8:15-cv-00061 (D. Neb.):

The court finds that the notice to the Settlement Class of the pendency of the Class Action and of this settlement, as provided by the Settlement Agreement and by the Preliminary Approval Order dated December

7, 2017, constituted the best notice practicable under the circumstances to all persons and entities within the definition of the Settlement Class, and fully complied with the requirements of Federal Rules of Civil Procedure Rule 23 and due process. Due and sufficient proof of the execution of the Notice Plan as outlined in the Preliminary Approval Order has been filed.

Judge Yvonne Gonzalez Rogers, *Bias v. Wells Fargo & Company et al.* (Apr. 13, 2017) 4:12-cv-00664 (N.D. Cal.):

The form, content, and method of dissemination of Notice of Settlement given to the Settlement Class was adequate and reasonable and constituted the best notice practicable under the circumstances, including both individual notice to all Settlement Class Members who could be identified through reasonable effort and publication notice.

Notice of Settlement, as given, complied with the requirements of Rule 23 of the Federal Rules of Civil Procedure, satisfied the requirements of due process, and constituted due and sufficient notice of the matters set forth herein.

Notice of the Settlement was provided to the appropriate regulators pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(c)(1).

Judge Carlos Murguia, *Whitton v. Deffenbaugh Industries, Inc. et al.* (Dec. 14, 2016) 2:12-cv-02247 and **Gary, LLC v. Deffenbaugh Industries, Inc. et al.** 2:13-cv-02634 (D. Kan.):

The Court determines that the Notice Plan as implemented was reasonably calculated to provide the best notice practicable under the circumstances and contained all required information for members of the proposed Settlement Class to act to protect their interests. The Court also finds that Class Members were provided an adequate period of time to receive Notice and respond accordingly.

Judge Yvette Kane, *In re: Shop-Vac Marketing and Sales Practices Litigation* (Dec. 9, 2016) MDL No. 2380 (M.D. Pa.):

The Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all other applicable laws.

Judge Timothy D. Fox, *Miner v. Philip Morris USA, Inc.* (Nov. 21, 2016) 60CV03-4661 (Ark. Cir. Ct.):

The Court finds that the Settlement Notice provided to potential members of the Class constituted the best and most practicable notice under the circumstances, thereby complying fully with due process and Rule 23 of the Arkansas Rules of Civil Procedure.

Judge Eileen Bransten, *In re: HSBC Bank USA, N.A., as part of In re: Checking Account Overdraft Litigation* (Oct. 13, 2016) 650562/2011 (Sup. Ct. N.Y.):

This Court finds that the Notice Program and the Notice provided to Settlement Class members fully satisfied the requirements of constitutional due process, the N.Y. C.P.L.R., and any other applicable laws, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all persons entitled thereto.

Judge Jerome B. Simandle, *In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation* (Sept. 20, 2016) MDL No. 2540 (D.N.J.):

The Court hereby finds that the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances. Said Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the terms of the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23, requirements of due process and any other applicable law.

Judge Marcia G. Cooke, *Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.* (Apr. 11, 2016) 14-cv-23120 (S.D. Fla.):

Pursuant to the Court's Preliminary Approval Order, the Settlement Administrator, Epiq Systems, Inc. [Hilsoft Notifications], has complied with the approved notice process as confirmed in its Declaration filed with the

Court on March 23, 2016. The Court finds that the notice process was designed to advise Class Members of their rights. The form and method for notifying Class Members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order, constituted the best notice practicable under the circumstances, and satisfied the requirements of Federal Rule of Civil Procedure 23(c)(2)(B), the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, and due process under the United States Constitution and other applicable laws.

Judge Yvonne Gonzalez Rogers, In re: Lithium Ion Batteries Antitrust Litigation (Mar. 22, 2016) MDL No. 2420, 4:13-md-02420 (N.D. Cal.):

From what I could tell, I liked your approach and the way you did it. I get a lot of these notices that I think are all legalese and no one can really understand them. Yours was not that way.

Judge Christopher S. Sontchi, In re: Energy Future Holdings Corp et al. (July 30, 2015) 14-cv-10979 (Bankr. D. Del.):

Notice of the Asbestos Bar Date as set forth in this Asbestos Bar Date Order and in the manner set forth herein constitutes adequate and sufficient notice of the Asbestos Bar Date and satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

Judge David C. Norton, In re: MI Windows and Doors Inc. Products Liability Litigation (July 22, 2015) MDL No. 2333, 2:12-mn-00001 (D.S.C.):

The court finds that the Notice Plan, as described in the Settlement and related declarations, has been faithfully carried out and constituted the best practicable notice to Class Members under the circumstances of this Action, and was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to be provided with Notice.

The court also finds that the Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of: (1) the pendency of this class action; (2) their right to exclude themselves from the Settlement Class and the proposed Settlement; (3) their right to object to any aspect of the proposed Settlement (including final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed Settlement, the adequacy of the Settlement Class's representation by Named Plaintiffs or Class Counsel, or the award of attorney's and representative fees); (4) their right to appear at the fairness hearing (either on their own or through counsel hired at their own expense); and (5) the binding and preclusive effect of the orders and Final Order and Judgment in this Action, whether favorable or unfavorable, on all Persons who do not request exclusion from the Settlement Class. As such, the court finds that the Notice fully satisfied the requirements of the Federal Rules of Civil Procedure, including Federal Rule of Civil Procedure 23(c)(2) and (e), the United States Constitution (including the Due Process Clause), the rules of this court, and any other applicable law, and provided sufficient notice to bind all Class Members, regardless of whether a particular Class Member received actual notice.

Judge Robert W. Gettleman, Adkins et al. v. Nestlé Purina PetCare Company et al. (June 23, 2015) 1:12-cv-02871 (N.D. Ill.):

Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the notice requirements specified by the Court in the Preliminary Approval Order. Such notice fully and accurately informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a variety of means to obtain additional information; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Settlement Class members; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.

Judge James Lawrence King, Steen v. Capital One, N.A. (May 22, 2015) 2:10-cv-01505 (E.D. La.) and 1:10-cv-22058 (S.D. Fla.) as part of **In re: Checking Account Overdraft Litigation**, MDL No. 2036 (S.D. Fla.):

The Court finds that the Settlement Class Members were provided with the best practicable notice; the notice was reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15). This Settlement with Capital One was widely publicized, and any Settlement Class Member who wished to express comments or objections had ample opportunity and means to do so. Azari Decl. ¶¶ 30-39.

Judge Rya W. Zobel, *Gulbankian et al. v. MW Manufacturers, Inc.* (Dec. 29, 2014) 1:10-cv-10392 (D. Mass.):

This Court finds that the Class Notice was provided to the Settlement Class consistent with the Preliminary Approval Order and that it was the best notice practicable and fully satisfied the requirements of the Federal Rules of Civil Procedure, due process, and applicable law. The Court finds that the Notice Plan that was implemented by the Claims Administrator satisfies the requirements of FED. R. CIV. P. 23, 28 U.S.C. § 1715, and Due Process, and is the best notice practicable under the circumstances. The Notice Plan constituted due and sufficient notice of the Settlement, the Final Approval Hearing, and the other matters referred to in the notices. Proof of the giving of such notices has been filed with the Court via the Azari Declaration and its exhibits.

Judge Edward J. Davila, *Rose v. Bank of America Corporation et al.* (Aug. 29, 2014) 5:11-cv-02390 & 5:12-cv-00400 (N.D. Cal.):

The Court finds that the notice was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of this action, all material elements of the Settlement, the opportunity for Settlement Class Members to exclude themselves from, object to, or comment on the settlement and to appear at the final approval hearing. The notice was the best notice practicable under the circumstances, satisfying the requirements of Rule 23(c)(2)(B); provided notice in a reasonable manner to all class members, satisfying Rule 23(e)(1)(B); was adequate and sufficient notice to all Class Members; and, complied fully with the laws of the United States and of the Federal Rules of Civil Procedure, due process and any other applicable rules of court.

Judge James A. Robertson, II, *Wong et al. v. Alacer Corp.* (June 27, 2014) CGC-12-519221 (Sup. Ct. Cal.):

Notice to the Settlement Class has been provided in accordance with the Preliminary Approval Order. Based on the Declaration of Cameron Azari dated March 7, 2014, such Class Notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies the requirements of California Civil Code Section 1781, California Civil Code of Civil Procedure Section 382, Rules 3.766 of the California Rules of Court, and due process.

Judge John Gleeson, *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (Dec. 13, 2013) MDL No. 1720, 05-md-01720 (E.D.N.Y.):

The Class Administrator notified class members of the terms of the proposed settlement through a mailed notice and publication campaign that included more than 20 million mailings and publication in more than 400 publications. The notice here meets the requirements of due process and notice standards ... The objectors' complaints provide no reason to conclude that the purposes and requirements of a notice to a class were not met here.

Judge Lance M. Africk, *Evans et al. v. TIN, Inc. et al.* (July 7, 2013) 2:11-cv-02067 (E.D. La.):

The Court finds that the dissemination of the Class Notice... as described in Notice Agent Lauran Schultz's Declaration: (a) constituted the best practicable notice to Class Members under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances...; (c) constituted notice that was reasonable, due, adequate, and sufficient; and (d) constituted notice that fully satisfied all applicable legal requirements, including Rules 23(c)(2)(B) and (e)(1) of the Federal Rules of Civil Procedure, the United States Constitution (including Due Process Clause), the Rules of this Court, and any other applicable law, as well as complied with the Federal Judicial Center's illustrative class action notices.

Judge Edward M. Chen, *Marolda v. Symantec Corporation* (Apr. 5, 2013) 3:08-cv-05701 (N.D. Cal.):

Approximately 3.9 million notices were delivered by email to class members, but only a very small percentage objected or opted out ... The Court ... concludes that notice of settlement to the class was adequate and satisfied all requirements of Federal Rule of Civil Procedure 23(e) and due process. Class members received direct notice by email, and additional notice was given by publication in numerous widely circulated publications as well as in numerous targeted publications. These were the best practicable means of informing class members of their rights and of the settlement's terms.

Judge Ann D. Montgomery, *In re: Zurn Pex Plumbing Products Liability Litigation* (Feb. 27, 2013) MDL No. 1958, 08-md-01958 (D. Minn.):

The parties retained Hilsoft Notifications ("Hilsoft"), an experienced class-notice consultant, to design and carry out the notice plan. The form and content of the notices provided to the class were direct, understandable, and consistent with the "plain language" principles advanced by the Federal Judicial Center.

*The notice plan's multi-faceted approach to providing notice to settlement class members whose identity is not known to the settling parties constitutes "the best notice [*26] that is practicable under the circumstances" consistent with Rule 23(c)(2)(B).*

Magistrate Judge Stewart, Gessele et al. v. Jack in the Box, Inc. (Jan. 28, 2013) 3:10-cv-00960 (D. Ore.):

Moreover, plaintiffs have submitted [a] declaration from Cameron Azari (docket #129), a nationally recognized notice expert, who attests that fashioning an effective joint notice is not unworkable or unduly confusing. Azari also provides a detailed analysis of how he would approach fashioning an effective notice in this case.

Judge Carl J. Barbier, In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Medical Benefits Settlement) (Jan. 11, 2013) MDL No. 2179 (E.D. La.):

Through August 9, 2012, 366,242 individual notices had been sent to potential [Medical Benefits] Settlement Class Members by postal mail and 56,136 individual notices had been e-mailed. Only 10,700 mailings—or 3.3%—were known to be undeliverable. (Azari Decl. ¶¶ 8, 9.) Notice was also provided through an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, highly-trafficked websites, and Sunday local newspapers (via newspaper supplements). Notice was also provided in non-measured trade, business and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The combined measurable paid print, television, radio, and Internet effort reached an estimated 95% of adults aged 18+ in the Gulf Coast region an average of 10.3 times each, and an estimated 83% of all adults in the United States aged 18+ an average of 4 times each. (Id. ¶¶ 8, 10.) All notice documents were designed to be clear, substantive, and informative. (Id. ¶ 5.)

The Court received no objections to the scope or content of the [Medical Benefits] Notice Program. (Azari Supp. Decl. ¶ 12.) The Court finds that the Notice and Notice Plan as implemented satisfied the best notice practicable standard of Rule 23(c) and, in accordance with Rule 23(e)(1), provided notice in a reasonable manner to Class Members who would be bound by the Settlement, including individual notice to all Class Members who could be identified through reasonable effort. Likewise, the Notice and Notice Plan satisfied the requirements of Due Process. The Court also finds the Notice and Notice Plan satisfied the requirements of CAFA.

Judge Carl J. Barbier, In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Economic and Property Damages Settlement) (Dec. 21, 2012) MDL No. 2179 (E.D. La.):

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rule of Civil Procedure 23(c)(2)(b) and 23(e), the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation. The notice program surpassed the requirements of Due Process, Rule 23, and CAFA. Based on the factual elements of the Notice Program as detailed below, the Notice Program surpassed all of the requirements of Due Process, Rule 23, and CAFA.

The Notice Program, as duly implemented, surpasses other notice programs that Hilsoft Notifications has designed and executed with court approval. The Notice Program included notification to known or potential Class Members via postal mail and e-mail; an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, and Sunday local newspapers. Notice placements also appeared in non-measured trade, business, and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The Notice Program met the objective of reaching the greatest possible number of class members and providing them with every reasonable opportunity to understand their legal rights. See Azari Decl. ¶¶ 8, 15, 68. The Notice Program was substantially completed on July 15, 2012, allowing class members adequate time to make decisions before the opt-out and objections deadlines.

The media notice effort alone reached an estimated 95% of adults in the Gulf region an average of 10.3 times each, and an estimated 83% of all adults in the United States an average of 4 times each. These figures do not include notice efforts that cannot be measured, such as advertisements in trade publications and sponsored search engine listings. The Notice Program fairly and adequately covered and notified the class without excluding any demographic group or geographic area, and it exceeded the reach percentage achieved in most other court-approved notice programs.

Judge Alonzo Harris, *Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.* (Aug. 17, 2012) 12-C-1599 (27th Jud. D. Ct. La.):

Notice given to Class Members and all other interested parties pursuant to this Court's order of April 18, 2012, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as Defined for settlement purposes only, the terms of the Settlement Agreement, Class Members rights to be represented by private counsel, at their own costs, and Class Members rights to appear in Court to have their objections heard, and to afford persons or entities within the Class Definition an opportunity to exclude themselves from the Class. Such notice complied with all requirements of the federal and state constitutions, including the Due Process Clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as Defined.

Judge James Lawrence King, *Sachar v. Iberiabank Corporation* (Apr. 26, 2012) as part of ***In re: Checking Account Overdraft*** MDL No. 2036 (S.D. Fla):

The Court finds that the Notice previously approved was fully and properly effectuated and was sufficient to satisfy the requirements of due process because it described "the substantive claims ... [and] contained information reasonably necessary to [allow Settlement Class Members to] make a decision to remain a class member and be bound by the final judgment.".... The Notice, among other things, defined the Settlement Class, described the release as well as the amount and method and manner of proposed distribution of the Settlement proceeds, and informed Settlement Class Members of their rights to opt-out or object, the procedures for doing so, and the time and place of the Final Approval Hearing. The Notice also informed Settlement Class Members that a class judgment would bind them unless they opted out, and told them where they could obtain more information, such as access to a full copy of the Agreement. Further, the Notice described in summary form the fact that Class Counsel would be seeking attorneys' fees of up to 30 percent of the Settlement. Settlement Class Members were provided with the best practicable notice "reasonably calculated, under [the] circumstances, to apprise them of the pendency of the action and afford them an opportunity to present their objections." Mullane, 339 U.S. at 314. The content of the Notice fully complied with the requirements of Rule 23.

Judge Bobby Peters, *Vereen v. Lowe's Home Centers* (Apr. 13, 2012) SU10-cv-2267B (Ga. Super. Ct.):

The Court finds that the Notice and the Notice Plan was fulfilled, in accordance with the terms of the Settlement Agreement, the Amendment, and this Court's Preliminary Approval Order and that this Notice and Notice Plan constituted the best practicable notice to Class Members under the circumstances of this action, constituted due and sufficient Notice of the proposed Settlement to all persons entitled to participate in the proposed Settlement, and was in full compliance with Ga. Code Ann § 9-11-23 and the constitutional requirements of due process. Extensive notice was provided to the class, including point of sale notification, publication notice and notice by first-class mail for certain potential Class Members.

The affidavit of the notice expert conclusively supports this Court's finding that the notice program was adequate, appropriate, and comported with Georgia Code Ann. § 9-11-23(b)(2), the Due Process Clause of the Constitution, and the guidance for effective notice articulate in the FJC's Manual for Complex Litigation, 4th.

Judge Lee Rosenthal, *In re: Heartland Payment Systems, Inc. Customer Data Security Breach Litigation* (Mar. 2, 2012) MDL No. 2046 (S.D. Tex.):

*The notice that has been given clearly complies with Rule 23(e)(1)'s reasonableness requirement ... Hilsoft Notifications analyzed the notice plan after its implementation and conservatively estimated that notice reached 81.4 percent of the class members. (Docket Entry No. 106, ¶ 32). Both the summary notice and the detailed notice provided the information reasonably necessary for the presumptive class members to determine whether to object to the proposed settlement. See *Katrina Canal Breaches*, 628 F.3d at 197. Both the summary notice and the detailed notice "were written in easy-to-understand plain English." *In re: Black Farmers Discrimination Litig.*, — F. Supp. 2d —, 2011 WL 5117058, at *23 (D.D.C. 2011); accord AGGREGATE LITIGATION § 3.04(c).15 The notice provided "satisf[ies] the broad reasonableness standards imposed by due process" and Rule 23. *Katrina Canal Breaches*, 628 F.3d at 197.*

Judge John D. Bates, *Trombley v. National City Bank* (Dec. 1, 2011) 1:10-cv-00232 (D.D.C.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

The form, content, and method of dissemination of Notice given to the Settlement Class were in full compliance with the Court's January 11, 2011 Order, the requirements of Fed. R. Civ. P. 23(e), and due process. The notice was adequate

and reasonable, and constituted the best notice practicable under the circumstances. In addition, adequate notice of the proceedings and an opportunity to participate in the final fairness hearing were provided to the Settlement Class.

Judge Robert M. Dow, Jr., *Schulte v. Fifth Third Bank* (July 29, 2011) 1:09-cv-06655 (N.D. Ill.):

The Court has reviewed the content of all of the various notices, as well as the manner in which Notice was disseminated, and concludes that the Notice given to the Class fully complied with Federal Rule of Civil Procedure 23, as it was the best notice practicable, satisfied all constitutional due process concerns, and provided the Court with jurisdiction over the absent Class Members.

Judge Ellis J. Daigle, *Williams v. Hammerman & Gainer Inc.* (June 30, 2011) 11-C-3187-B (27th Jud. D. Ct. La.):

Notices given to Settlement Class members and all other interested parties throughout this proceeding with respect to the certification of the Settlement Class, the proposed settlement, and all related procedures and hearings—including, without limitation, the notice to putative Settlement Class members and others ... were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination, to apprise interested parties and members of the Settlement Class of the pendency of the action, the certification of the Settlement Class, the Settlement Agreement and its contents, Settlement Class members' right to be represented by private counsel, at their own cost, and Settlement Class members' right to appear in Court to have their objections heard, and to afford Settlement Class members an opportunity to exclude themselves from the Settlement Class. Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedures, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.

Judge Stefan R. Underhill, *Mathena v. Webster Bank, N.A.* (Mar. 24, 2011) 3:10-cv-01448 (D. Conn.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

The form, content, and method of dissemination of Notice given 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 Rule 23 of the Federal Rules of Civil Procedure and due process.

Judge Ted Stewart, *Miller v. Basic Research, LLC* (Sept. 2, 2010) 2:07-cv-00871 (D. Utah):

Plaintiffs state that they have hired a firm specializing in designing and implementing large scale, unbiased, legal notification plans. Plaintiffs represent to the Court that such notice will include: 1) individual notice by electronic mail and/or first-class mail sent to all reasonably identifiable Class members; 2) nationwide paid media notice through a combination of print publications, including newspapers, consumer magazines, newspaper supplements and the Internet; 3) a neutral, Court-approved, informational press release; 4) a neutral, Court-approved Internet website; and 5) a toll-free telephone number. Similar mixed media plans have been approved by other district courts post class certification. The Court finds this plan is sufficient to meet the notice requirement.

Judge Sara Loi, *Pavlov v. Continental Casualty Co.* (Oct. 7, 2009) 5:07-cv-02580 (N.D. Ohio):

[T]he elaborate notice program contained in the Settlement Agreement provides for notice through a variety of means, including direct mail to each class member, notice to the United States Attorney General and each State, a toll free number, and a website designed to provide information about the settlement and instructions on submitting claims. With a 99.9% effective rate, the Court finds that the notice program constituted the "best notice that is practicable under the circumstances," Fed. R. Civ. P. 23(c)(2)(B), and clearly satisfies the requirements of Rule 23(c)(2)(B).

Judge James Robertson, *In re: Department of Veterans Affairs (VA) Data Theft Litigation* (Sept. 23, 2009) MDL No. 1796 (D.D.C.):

The Notice Plan, as implemented, satisfied the requirements of due process and was the best notice practicable under the circumstances. The Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the action, the terms of the Settlement, and their right to appear, object to or exclude themselves from the Settlement. Further, the notice was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice.

LEGAL NOTICE CASES

Hilsoft has served as a notice expert for planning, implementation and/or analysis in the following partial list of cases:

<i>In Re Juul Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation</i>	N.D. Cal., No. 19-md-02913
<i>Rogowski et al. v. State Farm Life Insurance Company et al. (Whole Life or Universal Life Insurance)</i>	W.D. Mo., No. 4:22-cv-00203
<i>Ingram v. Jamestown Import Auto Sales, Inc. d/b/a Kia of Jamestown (TCPA)</i>	W.D.N.Y., No. 1:22-cv-00309
<i>In re: Midwestern Pet Foods Marketing, Sales Practices and Product Liability Litigation</i>	S.D. Ind., No. 3:21-cv-00007
<i>Meier v. Prosperity Bank (Bank Fees & Overdraft)</i>	239th Jud. Dist., Brazoria Cnty, Tex., No. 109569-CV
<i>Middleton et al. v. Liberty Mutual Personal Insurance Company et al. (Auto Insurance Claims Sales Tax)</i>	S.D. Ohio, No. 1:20-cv-00668
<i>Checchia v. Bank of America, N.A. (Bank Fees)</i>	E.D. Penn., No. 2:21-cv-03585
<i>McCullough v. True Health New Mexico, Inc. (Data Breach)</i>	2nd Dist. Ct, N.M., No. D-202-CV-2021-06816
<i>Sonterra Capital Master Fund Ltd. v. Credit Suisse Group AG et al. (Swiss Franc LIBOR-Based Derivatives)</i>	S.D.N.Y., No. 1:15-cv-00871
<i>Duggan et al. v. Wings Financial Credit Union (Bank Fees)</i>	Dist. Ct., Dakota Cnty., Minn., No. 19AV-cv-20-2163
<i>Miller v. Bath Saver, Inc. et al. (TCPA)</i>	M.D. Penn., No. 1:21-cv-01072
<i>Chapman v. Insight Global Inc. (Data Breach)</i>	M.D. Penn., No. 1:21-cv-00824
<i>Thomsen et al. v. Morley Cos., Inc. (Data Breach)</i>	E.D. Mich., No. 1:22-cv-10271
<i>In re Scripps Health Data Incident Litigation (Data Breach)</i>	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2021-00024103
<i>In Re Robinhood Outage Litigation (Trading Outage)</i>	N.D. Cal., No. 3:20-cv-01626
<i>Walker v Highmark BCBS Health (TCPA)</i>	W.D. Penn., No. 20-cv-01975
<i>Dickens et al. v. Thinx, Inc. (Consumer Product)</i>	S.D.N.Y., No. 1:22-cv-04286
<i>Service et al. v. Volkswagen Group of America et al. (Data Breach)</i>	Sup. Ct. Cal. Cnty. of Contra Costa, No. C22-01841
<i>Paris et al. v. Progressive American et al. & South v. Progressive Select Insurance Company (Automobile Total Loss)</i>	S.D. Fla., No. 19-cv-21761 & 19-cv-21760
<i>Wenston Desue et al. v. 20/20 Eye Care Network, Inc. et al. (Data Breach)</i>	S.D. Fla., No. 21-cv-61275
<i>Rivera v. IH Mississippi Valley Credit Union (Overdraft)</i>	Cir. Ct 14th Jud. Cir., Rock Island Cnty., Ill., No. 2019 CH 299
<i>Guthrie v. Service Federal Credit Union (Overdraft)</i>	Sup. Ct. Rockingham Cnty, N.H., No. 218-2021-CV-00160
<i>Opelousas General Hospital Authority. v. Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana (Medical Insurance)</i>	27th Jud. D. Ct. La., No. 16-C-3647
<i>Churchill et al. v. Bangor Savings Bank (Overdraft)</i>	Maine Bus. & Consumer Ct., No. BCD-CIV-2021-00027
<i>Brower v. Northwest Community Credit Union (Bank Fees)</i>	Ore. Dist. Ct. Multnomah Cnty., No. 20CV38608
<i>Kent et al. v. Women's Health USA, Inc. et al. (IVF Antitrust Pricing)</i>	Sup. Ct. Jud. Dist. of Stamford/Norwalk, Conn., No. FST-CV-21-6054676-S

<i>In re: U.S. Office of Personnel Management Data Security Breach Litigation</i>	D.D.C., No. MDL No. 2664, 15-cv-01394
<i>In re: fairlife Milk Products Marketing and Sales Practices Litigation (False Labeling & Marketing)</i>	N.D. Ill., No. MDL No. 2909, No. 1:19-cv-03924
<i>In Re: Zoom Video Communications, Inc. Privacy Litigation</i>	N.D. Cal., No. 3:20-cv-02155
<i>Browning et al. v. Anheuser-Busch, LLC (False Advertising)</i>	W.D. Mo., No. 20-cv-00889
<i>Callen v. Daimler AG and Mercedes-Benz USA, LLC (Interior Trim)</i>	N.D. Ga., No. 1:19-cv-01411
<i>In re: Disposable Contact Lens Antitrust Litigation (Alcon Laboratories, Inc. and Johnson & Johnson Vision Care, Inc.) (Unilateral Pricing Policies)</i>	M.D. Fla., No. 3:15-md-02626
<i>Ford et al. v. [24]7.ai, Inc. (Data Breach - Best Buy Data Incident)</i>	N.D. Cal., MDL No. 2863, No. 5:18-cv-02770
<i>In re Takata Airbag Class Action Settlement - Australia Settlement Louise Haselhurst v. Toyota Motor Corporation Australia Limited Kimley Whisson v. Subaru (Aust) Pty Limited Akuratiya Kularathne v. Honda Australia Pty Limited Owen Brewster v. BMW Australia Ltd Jaydan Bond v. Nissan Motor Co (Australia) Pty Limited Camilla Coates v. Mazda Australia Pty Limited</i>	Australia; NSWSC, No. 2017/00340824 No. 2017/00353017 No. 2017/00378526 No. 2018/00009555 No. 2018/00009565 No. 2018/00042244
<i>In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPs) (Smithfield Foods, Inc.)</i>	D. Minn., No. 0:18-cv-01776
<i>Jackson v. UKG Inc., f/k/a The Ultimate Software Group, Inc. (Biometrics)</i>	Cir. Ct. of McLean Cnty., Ill., No. 2020L31
<i>In Re: Capital One Consumer Data Security Breach Litigation</i>	E.D. Va., MDL No. 2915, No. 1:19-md-02915
<i>Aseltine v. Chipotle Mexican Grill, Inc. (Food Ordering Fees)</i>	Cir. Ct. Cal. Alameda Cnty., No. RG21088118
<i>In re Morgan Stanley Data Security Litigation</i>	S.D.N.Y., No. 1:20-cv-05914
<i>DiFlauro et al. v. Bank of America, N.A. (Mortgage Bank Fees)</i>	C.D. Cal., No. 2:20-cv-05692
<i>In re: California Pizza Kitchen Data Breach Litigation</i>	C.D. Cal., No. 8:21-cv-01928
<i>Breda v. Cellco Partnership d/b/a Verizon Wireless (TCPA)</i>	D. Mass., No. 1:16-cv-11512
<i>Snyder et al. v. The Urology Center of Colorado, P.C. (Data Breach)</i>	2nd Dist. Ct. Cnty. of Denver Col., No. 2021CV33707
<i>Dearing v. Magellan Health Inc. et al. (Data Breach)</i>	Sup. Ct. Cnty. of Maricopa, Ariz., No. CV2020-013648
<i>Torretto et al. v. Donnelley Financial Solutions, Inc. and Mediant Communications Inc. (Data Breach)</i>	S.D.N.Y., No. 1:20-cv-02667
<i>In Re: Takata Airbag Products Liability Litigation (Volkswagen)</i>	S.D. Fla., MDL No. 2599, No. 1:15-md-02599
<i>Beiswinger v. West Shore Home, LLC (TCPA)</i>	M.D. Fla., No. 3:20-cv-01286
<i>Arthur et al. v. McDonald's USA, LLC et al.; Lark et al. v. McDonald's USA, LLC et al. (Biometrics)</i>	Cir. Ct. St. Clair Cnty., Ill., Nos. 20-L-0891; 1-L-559
<i>Kostka et al. v. Dickey's Barbecue Restaurants, Inc. et al. (Data Breach)</i>	N.D. Tex., No. 3:20-cv-03424
<i>Scherr v. Rodan & Fields, LLC; Gorzo et al. v. Rodan & Fields, LLC (Lash Boost Mascara Product)</i>	Sup. Ct. of Cal., Cnty. San Bernadino, No. CJC-18-004981; Sup. Ct. of Cal., Cnty. of San Francisco, Nos. CIVDS 1723435 and CGC-18-565628
<i>Cochran et al. v. The Kroger Co. et al. (Data Breach)</i>	N.D. Cal., No. 5:21-cv-01887

<i>Fernandez v. Rushmore Loan Management Services LLC (Mortgage Loan Fees)</i>	C.D. Cal., No. 8:21-cv-00621
<i>Abramson v. Safe Streets USA LLC (TCPA)</i>	E.D.N.C., No. 5:19-cv-00394
<i>Stoll et al. v. Musculoskeletal Institute, Chartered d/b/a Florida Orthopaedic Institute (Data Breach)</i>	M.D. Fla., No. 8:20-cv-01798
<i>Mayo v. Affinity Plus Federal Credit Union (Overdraft)</i>	4th Jud. Dist. Ct. Minn., No. 27-cv-11786
<i>Johnson v. Moss Bros. Auto Group, Inc. et al. (TCPA)</i>	C.D. Cal., No. 5:19-cv-02456
<i>Muransky et al. v. The Cheesecake Factory, Inc. et al. (FACTA)</i>	Sup. Ct. Cal. Cnty. of Los Angeles, No. 19 stcv43875
<i>Haney v. Genworth Life Ins. Co. (Long Term Care Insurance)</i>	E.D. Va., No. 3:22-cv-00055
<i>Halcom v. Genworth Life Ins. Co. (Long Term Care Insurance)</i>	E.D. Va., No. 3:21-cv-00019
<i>Mercado et al. v. Verde Energy USA, Inc. (Variable Rate Energy)</i>	N.D. Ill., No. 1:18-cv-02068
<i>Fallis et al. v. Gate City Bank (Overdraft)</i>	East Cent. Dist. Ct. Cass Cnty. N.D., No. 09-2019-cv-04007
<i>Sanchez et al. v. California Public Employees' Retirement System et al. (Long Term Care Insurance)</i>	Sup. Ct. Cal. Cnty. of Los Angeles, No. BC 517444
<i>Hameed-Bolden et al. v. Forever 21 Retail, Inc. et al. (Data Breach for Payment Cards)</i>	C.D. Cal., No. 2:18-cv-03019
<i>Wallace v. Wells Fargo (Overdraft Fees on Uber and Lyft One-Time Transactions)</i>	Sup. Ct. Cal. Cnty. of Santa Clara, No. 17-cv-317775
<i>In re Turkey Antitrust Litigations (Commercial and Institutional Indirect Purchaser Plaintiffs' Action – CIIPPs) Sandee's Bakery d/b/a Sandee's Catering Bakery & Deli et al. v. Agri Stats, Inc.</i>	N.D. Ill., No. 1:20-cv-02295
<i>Coleman v. Alaska USA Federal Credit Union (Retry Bank Fees)</i>	D. Alaska, No. 3:19-cv-00229
<i>Fiore et al. v. Ingenious Designs, L.L.C. and HSN, Inc. (My Little Steamer)</i>	E.D.N.Y., No. 1:18-cv-07124
<i>In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) (JBS USA Food Company, JBS USA Food Company Holdings)</i>	D. Minn., No. 0:18-cv-01776
<i>Lozano v. CodeMetro Inc. (Data Breach)</i>	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2020-00022701
<i>Yamagata et al. v. Reckitt Benckiser LLC (Schiff Move Free® Advanced Glucosamine Supplements)</i>	N.D. Cal., No. 3:17-cv-03529
<i>Cin-Q Automobiles, Inc. et al. v. Buccaneers Limited Partnership (TCPA)</i>	M.D. Fla., No. 8:13-cv-01592
<i>Thompson et al. v. Community Bank, N.A. (Overdraft)</i>	N.D.N.Y., No. 8:19-cv-00919
<i>Bleachtech L.L.C. v. United Parcel Service Co. (Declared Value Shipping Fees)</i>	E.D. Mich., No. 2:14-cv-12719
<i>Silveira v. M&T Bank (Mortgage Fees)</i>	C.D. Cal., No. 2:19-cv-06958
<i>In re Toll Roads Litigation; Borsuk et al. v. Foothill/Eastern Transportation Corridor Agency et al. (OCTA Settlement - Collection & Sharing of Personally Identifiable Information)</i>	C.D. Cal., No. 8:16-cv-00262
<i>In Re: Toll Roads Litigation (3M/TCA Settlement - Collection & Sharing of Personally Identifiable Information)</i>	C.D. Cal., No. 8:16-cv-00262
<i>Pearlstone v. Wal-Mart Stores, Inc. (Sales Tax)</i>	C.D. Cal., No. 4:17-cv-02856
<i>Zanca et al. v. Epic Games, Inc. (Fortnite or Rocket League Video Games)</i>	Sup. Ct. Wake Cnty. N.C., No. 21-CVS-534

<i>In re: Flint Water Cases</i>	E.D. Mich., No. 5:16-cv-10444
<i>Kukorinis v. Walmart, Inc. (Weighted Goods Pricing)</i>	S.D. Fla., No. 1:19-cv-20592
<i>Grace v. Apple, Inc. (Apple iPhone 4 and iPhone 4S Devices)</i>	N.D. Cal., No. 17-cv-00551
<i>Alvarez v. Sirius XM Radio Inc.</i>	C.D. Cal., No. 2:18-cv-08605
<i>In re: Pre-Filled Propane Tank Antitrust Litigation</i>	W.D. Mo., No. MDL No. 2567, No. 14-cv-02567
<i>In re: Disposable Contact Lens Antitrust Litigation (ABB Concise Optical Group, LLC) (Unilateral Pricing Policies)</i>	M.D. Fla., No. 3:15-md-02626
<i>Morris v. Provident Credit Union (Overdraft)</i>	Sup. Ct. Cal. Cnty. of San Fran., No. CGC-19-581616
<i>Pennington v. Tetra Tech, Inc. et al. (Property)</i>	N.D. Cal., No. 3:18-cv-05330
<i>Maldonado et al. v. Apple Inc. et al. (Apple Care iPhone)</i>	N.D. Cal., No. 3:16-cv-04067
<i>UFCW & Employers Benefit Trust v. Sutter Health et al. (Self-Funded Payors)</i>	Sup. Ct. of Cal., Cnty. of San Fran., No. CGC 14-538451 Consolidated with CGC-18-565398
<i>Fitzhenry v. Independent Home Products, LLC (TCPA)</i>	D.S.C., No. 2:19-cv-02993
<i>In re: Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc. et al.</i>	C.D. Cal., Nos. 8:17-cv-00838 & 18-cv-02223
<i>Sager et al. v. Volkswagen Group of America, Inc. et al.</i>	D.N.J., No. 18-cv-13556
<i>Bautista v. Valero Marketing and Supply Company</i>	N.D. Cal., No. 3:15-cv-05557
<i>Richards et al. v. Chime Financial, Inc. (Service Disruption)</i>	N.D. Cal., No. 4:19-cv-06864
<i>In re: Health Insurance Innovations Securities Litigation</i>	M.D. Fla., No. 8:17-cv-02186
<i>Fox et al. v. Iowa Health System d.b.a. UnityPoint Health (Data Breach)</i>	W.D. Wis., No. 18-cv-00327
<i>Smith v. Costa Del Mar, Inc. (Sunglasses Warranty)</i>	M.D. Fla., No. 3:18-cv-01011
<i>AI's Discount Plumbing et al. v. Viega, LLC (Building Products)</i>	M.D. Pa., No. 19-cv-00159
<i>Rose v. The Travelers Home and Marine Insurance Company et al.</i>	E.D. Pa., No. 19-cv-00977
<i>Eastwood Construction LLC et al. v. City of Monroe The Estate of Donald Alan Plyler Sr. et al. v. City of Monroe</i>	Sup. Ct. N.C., Nos. 18-CVS-2692 & 19-CVS-1825
<i>Garvin v. San Diego Unified Port District</i>	Sup. Ct. Cal., No. 37-2020-00015064
<i>Consumer Financial Protection Bureau v. Siringoringo Law Firm</i>	C.D. Cal., No. 8:14-cv-01155
<i>Robinson v. Nationstar Mortgage LLC</i>	D. Md., No. 8:14-cv-03667
<i>Drazen v. GoDaddy.com, LLC and Bennett v. GoDaddy.com, LLC (TCPA)</i>	S.D. Ala., No. 1:19-cv-00563
<i>In re: Libor-Based Financial Instruments Antitrust Litigation</i>	S.D.N.Y., MDL No. 2262, No. 1:11-md-2262
<i>Izor v. Abacus Data Systems, Inc. (TCPA)</i>	N.D. Cal., No. 19-cv-01057
<i>Cook et al. v. South Carolina Public Service Authority et al.</i>	Ct. of Com. Pleas. 13 th Jud. Cir. S.C., No. 2019-CP-23-6675

<i>K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals</i>	30th Jud. Dist. Tenn., No. CH-13-04871-1
<i>In re: Roman Catholic Diocese of Harrisburg</i>	Bank. Ct. M.D. Pa., No. 1:20-bk-00599
<i>Denier et al. v. Taconic Biosciences, Inc.</i>	Sup Ct. N.Y., No. 00255851
<i>Robinson v. First Hawaiian Bank (Overdraft)</i>	Cir. Ct. of First Cir. Haw., No. 17-1-0167-01
<i>Burch v. Whirlpool Corporation</i>	W.D. Mich., No. 1:17-cv-00018
<i>Armon et al. v. Washington State University (Data Breach)</i>	Sup. Ct. Wash., No. 17-2-23244-1 consolidated with No. 17-2-25052-0
<i>Wilson et al. v. Volkswagen Group of America, Inc. et al.</i>	S.D. Fla., No. 17-cv-23033
<i>Prather v. Wells Fargo Bank, N.A. (TCPA)</i>	N.D. Ill., No. 1:17-cv-00481
<i>In re: Wells Fargo Collateral Protection Insurance Litigation</i>	C.D. Cal., No. 8:17-ml-02797
<i>Ciuffitelli et al. v. Deloitte & Touche LLP et al.</i>	D. Ore., No. 3:16-cv-00580
<i>Coffeng et al. v. Volkswagen Group of America, Inc.</i>	N.D. Cal., No. 17-cv-01825
<i>Audet et al. v. Garza et al.</i>	D. Conn., No. 3:16-cv-00940
<i>In re: Disposable Contact Lens Antitrust Litigation (CooperVision, Inc.) (Unilateral Pricing Policies)</i>	M.D. Fla., No. 3:15-md-02626
<i>Hyder et al. v. Consumers County Mutual Insurance Company</i>	D. Ct. of Travis Cnty. Tex., No. D-1-GN-16-000596
<i>Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens</i>	E.D. Tex., No. 4:19-cv-00248
<i>In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation</i>	D.S.C., MDL No. 2613, No. 6:15-MN-02613
<i>Liggio v. Apple Federal Credit Union</i>	E.D. Va., No. 1:18-cv-01059
<i>Garcia v. Target Corporation (TCPA)</i>	D. Minn., No. 16-cv-02574
<i>Albrecht v. Oasis Power, LLC d/b/a Oasis Energy</i>	N.D. Ill., No. 1:18-cv-01061
<i>McKinney-Drobnis et al. v. Massage Envy Franchising</i>	N.D. Cal., No. 3:16-cv-06450
<i>In re: Optical Disk Drive Products Antitrust Litigation</i>	N.D. Cal., MDL No. 2143, No. 3:10-md-02143
<i>Stone et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens</i>	E.D. Tex., No. 4:17-cv-00001
<i>In re: Kaiser Gypsum Company, Inc. et al. (Asbestos)</i>	Bankr. W.D. N.C., No. 16-31602
<i>Kuss v. American HomePatient, Inc. et al. (Data Breach)</i>	M.D. Fla., No. 8:18-cv-02348
<i>Lusnak v. Bank of America, N.A.</i>	C.D. Cal., No. 14-cv-01855
<i>In re: Premera Blue Cross Customer Data Security Breach Litigation</i>	D. Ore., MDL No. 2633, No. 3:15-md-02633
<i>Elder v. Hilton Worldwide Holdings, Inc. (Hotel Stay Promotion)</i>	N.D. Cal., No. 16-cv-00278
<i>Grayson et al. v. General Electric Company (Microwaves)</i>	D. Conn., No. 3:13-cv-01799

Harris et al. v. Farmers Insurance Exchange and Mid Century Insurance Company	Sup. Ct. Cal., No. BC 579498
Lashambae v. Capital One Bank, N.A. (Overdraft)	E.D.N.Y., No. 1:17-cv-06406
Trujillo et al. v. Ametek, Inc. et al. (Toxic Leak)	S.D. Cal., No. 3:15-cv-01394
Cox et al. v. Ametek, Inc. et al. (Toxic Leak)	S.D. Cal., No. 3:17-cv-00597
Pirozzi et al. v. Massage Envy Franchising, LLC	E.D. Mo., No. 4:19-cv-00807
Lehman v. Transbay Joint Powers Authority et al. (Millennium Tower)	Sup. Ct. Cal., No. GCG-16-553758
In re: FCA US LLC Monostable Electronic Gearshift Litigation	E.D. Mich., MDL No. 2744 & No. 16-md-02744
Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A., as part of In re: Checking Account Overdraft	S.D. Fla., No. 1:10-cv-22190, as part of MDL No. 2036
Behfarin v. Pruco Life Insurance Company et al.	C.D. Cal., No. 17-cv-05290
In re: Renovate America Finance Cases (Tax Assessment Financing)	Sup. Ct., Cal., Cnty. of Riverside, No. RICJCCP4940
Nelson v. Roadrunner Transportation Systems, Inc. (Data Breach)	N.D. Ill., No. 1:18-cv-07400
Skochin et al. v. Genworth Life Insurance Company et al.	E.D. Va., No. 3:19-cv-00049
Walters et al. v. Target Corp. (Overdraft)	S.D. Cal., No. 3:16-cv-01678
Jackson et al. v. Viking Group, Inc. et al.	D. Md., No. 8:18-cv-02356
Waldrup v. Countrywide Financial Corporation et al.	C.D. Cal., No. 2:13-cv-08833
Burrow et al. v. Forjas Taurus S.A. et al.	S.D. Fla., No. 1:16-cv-21606
Henrikson v. Samsung Electronics Canada Inc.	Ontario Super. Ct., No. 2762-16cp
In re: Comcast Corp. Set-Top Cable Television Box Antitrust Litigation	E.D. Pa., No. 2:09-md-02034
Lightsey et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA et al.	Ct. of Com. Pleas., S.C., No. 2017-CP-25-335
Rabin v. HP Canada Co. et al.	Quebec Ct., Dist. of Montreal, No. 500-06-000813-168
Di Filippo v. The Bank of Nova Scotia et al. (Gold Market Instrument)	Ontario Sup. Ct., No. CV-15-543005-00CP & No. CV-16-551067-00CP
McIntosh v. Takata Corporation et al.; Vitoratos et al. v. Takata Corporation et al.; and Hall v. Takata Corporation et al.	Ontario Sup Ct., No. CV-16-543833-00CP; Quebec Sup. Ct. of Justice, No. 500-06-000723-144; & Court of Queen's Bench for Saskatchewan, No. QBG. 1284 or 2015
Adlouni v. UCLA Health Systems Auxiliary et al.	Sup. Ct. Cal., No. BC589243
Lloyd et al. v. Navy Federal Credit Union	S.D. Cal., No. 17-cv-01280
Luib v. Henkel Consumer Goods Inc.	E.D.N.Y., No. 1:17-cv-03021
Zaklit et al. v. Nationstar Mortgage LLC et al. (TCPA)	C.D. Cal., No. 5:15-cv-02190
In re: HP Printer Firmware Update Litigation	N.D. Cal., No. 5:16-cv-05820
In re: Dealer Management Systems Antitrust Litigation	N.D. Ill., MDL No. 2817, No. 18-cv-00864

Mosser v. TD Bank, N.A. and Mazzadra et al. v. TD Bank, N.A., as part of In re: Checking Account Overdraft	E.D. Pa., No. 2:10-cv-00731, S.D. Fla., No. 10-cv-21386 and S.D. Fla., No. 1:10-cv-21870, as part of S.D. Fla., MDL No. 2036
Naiman v. Total Merchant Services, Inc. et al. (TCPA)	N.D. Cal., No. 4:17-cv-03806
In re: Valley Anesthesiology Consultants, Inc. Data Breach Litigation	Sup. Ct. of Maricopa Ariz., No. CV2016-013446
Parsons v. Kimpton Hotel & Restaurant Group, LLC (Data Breach)	N.D. Cal., No. 3:16-cv-05387
Stahl v. Bank of the West	Sup. Ct. Cal., No. BC673397
37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)	S.D.N.Y., No. 15-cv-09924
Tashica Fulton-Green et al. v. Accolade, Inc.	E.D. Pa., No. 2:18-cv-00274
In re: Community Health Systems, Inc. Customer Data Security Breach Litigation	N.D. Ala., MDL No. 2595, No. 2:15-cv-00222
Al's Pals Pet Card, LLC et al. v. Woodforest National Bank, N.A. et al.	S.D. Tex., No. 4:17-cv-03852
Cowen v. Lenny & Larry's Inc.	N.D. Ill., No. 1:17-cv-01530
Martin v. Trott (MI - Foreclosure)	E.D. Mich., No. 2:15-cv-12838
Knapper v. Cox Communications, Inc. (TCPA)	D. Ariz., No. 2:17-cv-00913
Dipuglia v. US Coachways, Inc. (TCPA)	S.D. Fla., No. 1:17-cv-23006
Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN (TCPA)	N.D. Cal., No. 3:16-cv-05486
First Impressions Salon, Inc. et al. v. National Milk Producers Federation et al.	S.D. Ill., No. 3:13-cv-00454
Raffin v. Medcredit, Inc. et al.	C.D. Cal., No. 15-cv-04912
Gergetz v. Telenav, Inc. (TCPA)	N.D. Cal., No. 5:16-cv-04261
Ajose et al. v. Interline Brands Inc. (Plumbing Fixtures)	M.D. Tenn., No. 3:14-cv-01707
Underwood v. Kohl's Department Stores, Inc. et al.	E.D. Pa., No. 2:15-cv-00730
Surrett et al. v. Western Culinary Institute et al.	Ore. Cir., Ct. Cnty. of Multnomah, No. 0803-03530
Vergara et al., v. Uber Technologies, Inc. (TCPA)	N.D. Ill., No. 1:15-cv-06972
Watson v. Bank of America Corporation et al.; Bancroft-Snell et al. v. Visa Canada Corporation et al.; Bakopanos v. Visa Canada Corporation et al.; Macaronies Hair Club and Laser Center Inc. operating as Fuze Salon v. BofA Canada Bank et al.; Hello Baby Equipment Inc. v. BofA Canada Bank and others (Visa and Mastercard Canadian Interchange Fees)	Sup. Ct. of B.C., No. VLC-S-S-112003; Ontario Sup. Ct., No. CV-11-426591; Sup. Ct. of Quebec, No. 500-06-00549-101; Ct. of QB of Alberta, No. 1203-18531; Ct. of QB of Saskatchewan, No. 133 of 2013
In re: Takata Airbag Products Liability Litigation (OEMs – BMW, Mazda, Subaru, and Toyota)	S.D. Fla., MDL No. 2599
In re: Takata Airbag Products Liability Litigation (OEMs – Honda and Nissan)	S.D. Fla., MDL No. 2599
In re: Takata Airbag Products Liability Litigation (OEM – Ford)	S.D. Fla., MDL No. 2599
Poseidon Concepts Corp. et al. (Canadian Securities Litigation)	Ct. of QB of Alberta, No. 1301-04364

Callaway v. Mercedes-Benz USA, LLC (Seat Heaters)	C.D. Cal., No. 8:14-cv-02011
Hale v. State Farm Mutual Automobile Insurance Company et al.	S.D. Ill., No. 3:12-cv-00660
Farrell v. Bank of America, N.A. (Overdraft)	S.D. Cal., No. 3:16-cv-00492
In re: Windsor Wood Clad Window Products Liability Litigation	E.D. Wis., MDL No. 2688, No. 16-md-02688
Wallace et al. v. Monier Lifetile LLC et al.	Sup. Ct. Cal., No. SCV-16410
In re: Parking Heaters Antitrust Litigation	E.D.N.Y., No. 15-MC-00940
Pantelyat et al. v. Bank of America, N.A. et al. (Overdraft / Uber)	S.D.N.Y., No. 16-cv-08964
Falco et al. v. Nissan North America, Inc. et al. (Engine – CA & WA)	C.D. Cal., No. 2:13-cv-00686
Alaska Electrical Pension Fund et al. v. Bank of America N.A. et al. (ISDAfix Instruments)	S.D.N.Y., No. 14-cv-07126
Larson v. John Hancock Life Insurance Company (U.S.A.)	Sup. Ct. Cal., No. RG16813803
Larey v. Allstate Property and Casualty Insurance Company	W.D. Kan., No. 4:14-cv-04008
Orlander v. Staples, Inc.	S.D.N.Y., No. 13-cv-00703
Masson v. Tallahassee Dodge Chrysler Jeep, LLC (TCPA)	S.D. Fla., No. 1:17-cv-22967
Gordon et al. v. Amadeus IT Group, S.A. et al.	S.D.N.Y., No. 1:15-cv-05457
Alexander M. Rattner v. Tribe App., Inc., and Kenneth Horsley v. Tribe App., Inc.	S.D. Fla., Nos. 1:17-cv-21344 & 1:14-cv-02311
Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric et al.	E.D. Pa., No. 2:14-cv-04464
Mahoney v. TT of Pine Ridge, Inc.	S.D. Fla., No. 9:17-cv-80029
Ma et al. v. Harmless Harvest Inc. (Coconut Water)	E.D.N.Y., No. 2:16-cv-07102
Reilly v. Chipotle Mexican Grill, Inc.	S.D. Fla., No. 1:15-cv-23425
The Financial Oversight and Management Board for Puerto Rico as representative of Puerto Rico Electric Power Authority (“PREPA”) (Bankruptcy)	D. Puerto Rico, No. 17-cv-04780
In re: Syngenta Litigation	4th Jud. Dist. Minn., No. 27-cv-15-3785
T.A.N. v. PNI Digital Media, Inc.	S.D. Ga., No. 2:16-cv-00132
Lewis v. Flue-Cured Tobacco Cooperative Stabilization Corporation (n/k/a United States Tobacco Cooperative, Inc.)	N.C. Gen. Ct. of Justice, Sup. Ct. Div., No. 05 CVS 188, No. 05 CVS 1938
McKnight et al. v. Uber Technologies, Inc. et al.	N.D. Cal., No. 14-cv-05615
Gottlieb v. Citgo Petroleum Corporation (TCPA)	S.D. Fla., No. 9:16-cv-81911
Farnham v. Caribou Coffee Company, Inc. (TCPA)	W.D. Wis., No. 16-cv-00295
Jacobs et al. v. Huntington Bancshares Inc. et al. (FirstMerit Overdraft Fees)	Ohio C.P., No. 11CV000090
Morton v. Greenbank (Overdraft Fees)	20th Jud. Dist. Tenn., No. 11-135-IV

Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma et al. (Overdraft Fees)	Dist. Ct. Okla., No. CJ-2015-00859
Klug v. Watts Regulator Company (Product Liability)	D. Neb., No. 8:15-cv-00061
Bias v. Wells Fargo & Company et al. (Broker's Price Opinions)	N.D. Cal., No. 4:12-cv-00664
Greater Chautauqua Federal Credit Union v. Kmart Corp. et al. (Data Breach)	N.D. Ill., No. 1:15-cv-02228
Hawkins v. First Tennessee Bank, N.A. et al. (Overdraft Fees)	13th Jud. Cir. Tenn., No. CT-004085-11
In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)	N.D. Cal., MDL No. 2672
In re: HSBC Bank USA, N.A.	Sup. Ct. N.Y., No. 650562/11
Glasko v. Independent Bank Corporation (Overdraft Fees)	Cir. Ct. Mich., No. 13-009983
MSPA Claims 1, LLC v. IDS Property Casualty Insurance Company	11th Jud. Cir. Fla, No. 15-27940-CA-21
In re: Lithium Ion Batteries Antitrust Litigation	N.D. Cal., MDL No. 2420, No. 4:13-md-02420
Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.	S.D. Fla., No. 14-cv-23120
Small v. BOKF, N.A.	D. Colo., No. 13-cv-01125
Forgione v. Webster Bank N.A. (Overdraft Fees)	Sup. Ct. Conn., No. X10-UWY-cv-12-6015956-S
Swift v. BancorpSouth Bank, as part of In re: Checking Account Overdraft	N.D. Fla., No. 1:10-cv-00090, as part of S.D. Fla, MDL No. 2036
Whitton v. Deffenbaugh Industries, Inc. et al.	D. Kan., No. 2:12-cv-02247
Gary, LLC v. Deffenbaugh Industries, Inc. et al.	D. Kan., No. 2:13-cv-02634
In re: Citrus Canker Litigation	11th Jud. Cir., Fla., No. 03-8255 CA 13
In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation	D.N.J., MDL No. 2540
In re: Shop-Vac Marketing and Sales Practices Litigation	M.D. Pa., MDL No. 2380
Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.	27 th Jud. D. Ct. La., No. 12-C-1599
Opelousas General Hospital Authority v. PPO Plus, L.L.C. et al.	27th Jud. D. Ct. La., No. 13-C-5380
Russell Minoru Ono v. Head Racquet Sports USA	C.D. Cal., No. 2:13-cv-04222
Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.	27th Jud. D. Ct. La., No. 13-C-3212
Gattinella v. Michael Kors (USA), Inc. et al.	S.D.N.Y., No. 14-cv-05731
In re: Energy Future Holdings Corp. et al. (Asbestos Claims Bar Notice)	Bankr. D. Del., No. 14-10979
Dorothy Williams d/b/a Dot's Restaurant v. Waste Away Group, Inc.	Cir. Ct., Lawrence Cnty., Ala., No. 42-cv-2012- 900001.00
Kota of Sarasota, Inc. v. Waste Management Inc. of Florida	12th Jud. Cir. Ct., Sarasota Cnty., Fla., No. 2011-CA-008020NC
Steen v. Capital One, N.A., as part of In re: Checking Account Overdraft	E.D. La., No. 2:10-cv-01505 and 1:10-cv-22058, as part of S.D. Fla., MDL No. 2036
Childs et al. v. Synovus Bank et al., as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036

<i>In re: MI Windows and Doors Inc. Products Liability Litigation (Building Products)</i>	D.S.C., MDL No. 2333
<i>Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank, as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Scharfstein v. BP West Coast Products, LLC</i>	Ore. Cir., Cnty. of Multnomah, No. 1112-17046
<i>Adkins et al. v. Nestlé Purina PetCare Company et al.</i>	N.D. Ill., No. 1:12-cv-02871
<i>Smith v. City of New Orleans</i>	Civil D. Ct., Parish of Orleans, La., No. 2005-05453
<i>Hawthorne v. Umpqua Bank (Overdraft Fees)</i>	N.D. Cal., No. 11-cv-06700
<i>Gulbankian et al. v. MW Manufacturers, Inc.</i>	D. Mass., No. 1:10-cv-10392
<i>Costello v. NBT Bank (Overdraft Fees)</i>	Sup. Ct. Del Cnty., N.Y., No. 2011-1037
<i>In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)</i>	E.D.N.Y., MDL No. 2221, No. 11-md-2221
<i>Wong et al. v. Alacer Corp. (Emergen-C)</i>	Sup. Ct. Cal., No. CGC-12-519221
<i>Mello et al. v. Susquehanna Bank, as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>In re: Plasma-Derivative Protein Therapies Antitrust Litigation</i>	N.D. Ill., No. 09-cv-07666
<i>Simpson v. Citizens Bank (Overdraft Fees)</i>	E.D. Mich., No. 2:12-cv-10267
<i>George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC et al. v. Bestcomp, Inc. et al.</i>	27th Jud. D. Ct. La., No. 09-C-5242-B
<i>Simmons v. Comerica Bank, N.A., as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>McGann et al., v. Schnuck Markets, Inc. (Data Breach)</i>	Mo. Cir. Ct., No. 1322-CC00800
<i>Rose v. Bank of America Corporation et al. (TCPA)</i>	N.D. Cal., Nos. 5:11-cv-02390 & 5:12-cv-00400
<i>Johnson v. Community Bank, N.A. et al. (Overdraft Fees)</i>	M.D. Pa., No. 3:12-cv-01405
<i>National Trucking Financial Reclamation Services, LLC et al. v. Pilot Corporation et al.</i>	E.D. Ark., No. 4:13-cv-00250
<i>Price v. BP Products North America</i>	N.D. Ill., No. 12-cv-06799
<i>Yarger v. ING Bank</i>	D. Del., No. 11-154-LPS
<i>Glube et al. v. Pella Corporation et al. (Building Products)</i>	Ont. Super. Ct., No. CV-11-4322294-00CP
<i>Fontaine v. Attorney General of Canada (Mistassini Hostels Residential Schools)</i>	Qué. Super. Ct., No. 500-06-000293-056 & No. 550-06-000021-056
<i>Miner v. Philip Morris Companies, Inc. et al. (Light Cigarettes)</i>	Ark. Cir. Ct., No. 60CV03-4661
<i>Williams v. SIF Consultants of Louisiana, Inc. et al.</i>	27th Jud. D. Ct. La., No. 09-C-5244-C
<i>Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.</i>	27th Jud. D. Ct. La., No. 12-C-1599-C
<i>Evans et al. v. TIN, Inc. et al. (Environmental)</i>	E.D. La., No. 2:11-cv-02067
<i>Casayuran v. PNC Bank, as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036

Anderson v. Compass Bank, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Eno v. M & I Marshall & Ilsley Bank as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Blahut v. Harris, N.A., as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
In re: Zurn Pex Plumbing Products Liability Litigation	D. Minn., MDL No. 1958, No. 08-md-1958
Saltzman v. Pella Corporation (Building Products)	N.D. Ill., No. 06-cv-04481
In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (Mastercard & Visa)	E.D.N.Y., MDL No. 1720, No. 05-md-01720
RBS v. Citizens Financial Group, Inc., as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Gessele et al. v. Jack in the Box, Inc.	D. Ore., No. 3:10-cv-00960
Vodanovich v. Boh Brothers Construction (Hurricane Katrina Levee Breaches)	E.D. La., No. 05-cv-04191
Marolda v. Symantec Corporation (Software Upgrades)	N.D. Cal., No. 3:08-cv-05701
In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Medical Benefits Settlement)	E.D. La., MDL No. 2179
In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Economic & Property Damages Settlement)	E.D. La., MDL No. 2179
Opelousas General Hospital Authority v. FairPay Solutions	27th Jud. D. Ct. La., No. 12-C-1599-C
Fontaine v. Attorney General of Canada (Stirland Lake and Cristal Lake Residential Schools)	Ont. Super. Ct., No. 00-cv-192059 CP
Nelson v. Rabobank, N.A. (Overdraft Fees)	Sup. Ct. Cal., No. RIC 1101391
Case v. Bank of Oklahoma, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Harris v. Associated Bank, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Wolfgeher v. Commerce Bank, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
McKinley v. Great Western Bank, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Lawson v. BancorpSouth (Overdraft Fees)	W.D. Ark., No. 1:12-cv-01016
LaCour v. Whitney Bank (Overdraft Fees)	M.D. Fla., No. 8:11-cv-01896
Sachar v. Iberiabank Corporation, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Williams v. S.I.F. Consultants (CorVel Corporation)	27th Jud. D. Ct. La., No. 09-C-5244-C
Gwiazdowski v. County of Chester (Prisoner Strip Search)	E.D. Pa., No. 2:08-cv-04463
Williams v. Hammerman & Gainer, Inc. (SIF Consultants)	27th Jud. D. Ct. La., No. 11-C-3187-B
Williams v. Hammerman & Gainer, Inc. (Risk Management)	27th Jud. D. Ct. La., No. 11-C-3187-B
Williams v. Hammerman & Gainer, Inc. (Hammerman)	27th Jud. D. Ct. La., No. 11-C-3187-B
Gunderson v. F.A. Richard & Assocs., Inc. (First Health)	14th Jud. D. Ct. La., No. 2004-002417

<i>Delandro v. County of Allegheny (Prisoner Strip Search)</i>	W.D. Pa., No. 2:06-cv-00927
<i>Mathena v. Webster Bank, N.A., as part of In re: Checking Account Overdraft</i>	D. Conn, No. 3:10-cv-01448, as part of S.D. Fla., MDL No. 2036
<i>Vereen v. Lowe's Home Centers (Defective Drywall)</i>	Ga. Super. Ct., No. SU10-cv-2267B
<i>Trombley v. National City Bank, as part of In re: Checking Account Overdraft</i>	D.D.C., No. 1:10-cv-00232, as part of S.D. Fla., MDL No. 2036
<i>Schulte v. Fifth Third Bank (Overdraft Fees)</i>	N.D. Ill., No. 1:09-cv-06655
<i>Satterfield v. Simon & Schuster, Inc. (Text Messaging)</i>	N.D. Cal., No. 06-cv-02893
<i>Coyle v. Hornell Brewing Co. (Arizona Iced Tea)</i>	D.N.J., No. 08-cv-02797
<i>Holk v. Snapple Beverage Corporation</i>	D.N.J., No. 3:07-cv-03018
<i>In re: Heartland Data Payment System Inc. Customer Data Security Breach Litigation</i>	S.D. Tex., MDL No. 2046
<i>Weiner v. Snapple Beverage Corporation</i>	S.D.N.Y., No. 07-cv-08742
<i>Gunderson v. F.A. Richard & Assocs., Inc. (Cambridge)</i>	14th Jud. D. Ct. La., No. 2004-002417
<i>Miller v. Basic Research, LLC (Weight-loss Supplement)</i>	D. Utah, No. 2:07-cv-00871
<i>In re: Countrywide Customer Data Breach Litigation</i>	W.D. Ky., MDL No. 1998
<i>Boone v. City of Philadelphia (Prisoner Strip Search)</i>	E.D. Pa., No. 05-cv-01851
<i>Little v. Kia Motors America, Inc. (Braking Systems)</i>	N.J. Super. Ct., No. UNN-L-0800-01
<i>Opelousas Trust Authority v. Summit Consulting</i>	27th Jud. D. Ct. La., No. 07-C-3737-B
<i>Steele v. Pergo (Flooring Products)</i>	D. Ore., No. 07-cv-01493
<i>Pavlov v. Continental Casualty Co. (Long Term Care Insurance)</i>	N.D. Ohio, No. 5:07-cv-02580
<i>Dolen v. ABN AMRO Bank N.V. (Callable CD's)</i>	Ill. Cir. Ct., Nos. 01-L-454 & 01-L-493
<i>In re: Department of Veterans Affairs (VA) Data Theft Litigation</i>	D.D.C., MDL No. 1796
<i>In re: Katrina Canal Breaches Consolidated Litigation</i>	E.D. La., No. 05-cv-04182

Hilsoft-cv-148

Attachment 2

NOTICE OF PROPOSED SECOND CLASS ACTION SETTLEMENT

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

***HOLLY WEDDING, ET AL. V. CALIFORNIA PUBLIC EMPLOYEES
RETIREMENT SYSTEM, ET AL., CASE NO. BC517444***

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

IF YOU WERE A CALIFORNIA CITIZEN ON FEBRUARY 1, 2013 AND YOU PURCHASED A LONG-TERM CARE INSURANCE POLICY FROM CALPERS THAT INCLUDED AUTOMATIC INFLATION PROTECTION BENEFITS AND YOU WERE SUBJECTED TO THE 85% PREMIUM INCREASE ANNOUNCED BY CALPERS IN 2013 AND IMPLEMENTED IN 2015 AND 2016, YOU ARE ENTITLED TO PARTICIPATE IN A PROPOSED SECOND CLASS ACTION SETTLEMENT.

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

- In July 2021, the Parties in this case entered into a Prior Settlement Agreement (the “Prior Settlement”) and you received a notice that was sent to all Settlement Class Members. Unfortunately, because too many Class Members elected to opt out and keep their CalPERS policies, the Prior Settlement was terminated on April 20, 2022.
- However, a **new** proposed class action settlement (the “New Settlement” or “Second Settlement”) has been reached between Plaintiffs and class representatives Holly Wedding, Richard Lodyga and Eileen Lodyga (“Plaintiffs”), on behalf of themselves and the proposed Settlement Class, which is defined in response to Question 4, and Defendant California Public Employees Retirement System (“CalPERS”). This is a **new settlement** with **different terms** and conditions. Please read this Notice **carefully**.
- Because this is a new class action settlement with different options and remedies, you are required to **respond to this Settlement Notice**. Selections from the Prior Settlement will **not** be carried over to the New Settlement. You must respond to this Notice **even if** you responded to notice of the Prior Settlement.
- The New Settlement resolves a class action lawsuit for a subgroup of Class Members based on the claim that CalPERS breached the insurance contract between Plaintiffs and other individuals who purchased a Long-Term Care Policy (either LTC1 or LTC2) with automatic inflation protection benefits by raising premiums 85% for these Class Members. This increase was announced by CalPERS in 2013 and implemented in 2015 and 2016. CalPERS denies all liability to Settlement Class Members, asserts that it did not breach the terms of the contract of insurance, and has entered into the New Settlement solely for purposes of resolving this dispute.
- Please read this Notice carefully. However, if you still have questions after reading the Notice, you may contact the Settlement Administrator at 1-866-217-8056, visit the Settlement Website at www.CalPERSLTCClassAction.com or email the Settlement Administrator at info@CalPERSLTCClassAction.com.
- The New Settlement provides different benefits to Settlement Class Members depending on whether they are current policyholders who are not On Claim, current policyholders who are On Claim, or prior policyholders who allowed their CalPERS Long-Term Care (“LTC”) Policies to Lapse, exhausted their benefits, or died. The benefits provided by the New Settlement for each category are outlined below and will be provided to Settlement Class Members based on their Final Settlement Category on the Final Settlement Date, which is explained in response to Question 7 below.

NOTICE OF CLASS ACTION SETTLEMENT

FINAL SETTLEMENT CATEGORY	POTENTIAL AWARDS TO PARTICIPATING SETTLEMENT CLASS MEMBERS
<p>CATEGORY A. Participating Settlement Class Members who are Current Policyholders and who are not On Claim on the Final Settlement Date</p>	<p>Participating Settlement Class Members who, on the Final Settlement Date, are Current Policyholders and who are not On Claim shall have the following options:</p> <p>Option 1: Receive a refund equivalent to 80% of all premiums paid to CalPERS for their CalPERS LTC Policy from the inception of the policy through the Final Settlement Date, less any benefits paid under the CalPERS LTC Policy. Any Participating Settlement Class Member who elects Option 1 shall receive a minimum payment of no less than \$8,000. All Participating Settlement Class Members who select Option 1 shall Surrender their CalPERS LTC Policy upon payment of this refund.</p> <p>Option 2: Participating Settlement Class Members who elect Option 2 shall receive a \$1,000 cash payment and shall retain their Policies and all benefits due thereunder.</p> <p>Any Participating Settlement Class Member who does not make an election shall be deemed to have selected Option 2. IMPORTANT: Settlement Class Members in Settlement Category A must continue to make premium payments to CalPERS until the Settlement becomes Final in order to remain in Category A. If you cancel or otherwise let your Policy lapse before the Settlement becomes Final you will no longer be in Category A and will no longer be eligible to receive either of the options available to those in Category A.</p>
<p>CATEGORY B. Participating Settlement Class Members who are On Claim both on the Notice Date and the Final Settlement Date and who paid the Challenged Increase.</p>	<p>Participating Settlement Class Members who paid any part of the Challenged Increase and are On Claim both on the Notice Date and on the Final Settlement Date, shall have the following options:</p> <p>Option 1: Receive a refund equivalent to 80% of all premiums paid to CalPERS for their CalPERS LTC Policy from the inception of the policy through the Final Settlement Date, less any benefits paid under the CalPERS LTC Policy. Any Participating Settlement Class Member who elects Option 1 shall receive a minimum payment of no less than \$8,000. All Participating Settlement Class Members who select Option 1 shall Surrender their CalPERS LTC Policy upon payment of this refund.</p> <p>Option 2: Participating Settlement Class Members who elect Option 2 shall receive a \$1,000 cash payment and shall retain their Policies and all benefits due thereunder.</p> <p>Any Participating Settlement Class Member who does not make an election shall be deemed to have selected Option 2.</p>
<p>CATEGORY C. Participating Settlement Class Members who are On Claim both on the Notice Date and the Final Settlement Date and who reduced benefits as a result of the Challenged Increase.</p>	<p>Participating Settlement Class Members who are On Claim on both the Notice Date and the Final Settlement Date, but reduced their benefits as a result of the Challenged Increase before going On Claim, shall have the following options:</p> <p>Option 1: Receive a refund equivalent to 80% of all premiums paid to CalPERS for their CalPERS LTC Policy from the inception of the policy through the Final Settlement Date, less any benefits paid under the CalPERS LTC Policy. Any Participating Settlement Class Member who elects Option 1 shall receive a minimum payment of no less than \$8,000. All Participating Settlement Class Members who select Option 1 shall Surrender their CalPERS LTC Policy upon payment of this refund.</p> <p>Option 2: Participating Settlement Class Members who elect Option 2 shall receive a \$1,000 cash payment and shall retain their Policies and all benefits due thereunder.</p> <p>Any Participating Settlement Class Member who does not make an election shall be deemed to have selected Option 2.</p>

NOTICE OF CLASS ACTION SETTLEMENT

<p>CATEGORY D. Participating Settlement Class Members who let their CalPERS LTC Policy Lapse between February 1, 2013 and December 31, 2014.</p>	<p>Participating Settlement Class Members who let their CalPERS LTC Policy Lapse between February 1, 2013, and December 31, 2014, and who submit a Lapse Claim Form stating under penalty of perjury that they let their policy Lapse as a result of the Challenged Increase, shall receive a refund equivalent to 40% of all premiums paid to CalPERS for their CalPERS LTC Policy from the inception of their CalPERS LTC Policy through the date their CalPERS LTC Policy Lapsed, less any amounts paid in benefits under their CalPERS LTC Policy.</p>
<p>CATEGORY E. Participating Settlement Class Members who let their CalPERS LTC Policy Lapse between January 1, 2015 and the Final Settlement Date.</p>	<p>Participating Settlement Class Members who let their CalPERS LTC Policy Lapse between January 1, 2015, and the Final Settlement Date, and who submit a Lapse Claim Form stating under penalty of perjury that they let their CalPERS LTC Policy Lapse as a result of the Challenged Increase, will receive 80% of all Additional Premiums paid, or \$2,000, whichever is greater.</p>
<p>CATEGORY F. Participating Settlement Class Members who passed away after February 1, 2013 and before the Final Settlement Date, and who reduced benefits as a result of the Challenged Increase.</p>	<p>The estates of Participating Settlement Class Members who (1) died after February 1, 2013, and before the Final Settlement Date, (2) were Current Policyholders or were On Claim at the time of their death, and (3) reduced their benefits as a result of the Challenged Increase, shall receive 80% of all Additional Premiums paid or, \$2,000, whichever is greater.</p>
<p>CATEGORY G. Participating Settlement Class Members who passed away after February 1, 2013 and before the Final Settlement Date, and who paid the Challenged Increase and never reduced benefits in response to the Challenged Increase.</p>	<p>The estates of Participating Settlement Class Members who (1) died after February 1, 2013, and before the Final Settlement Date, (2) were Current Policyholders or were On Claim at the time of their death, (3) paid the Challenged Increase, and (4) never reduced their benefits as a result of the Challenged Increase, shall receive 80% of all Additional Premiums paid.</p>
<p>CATEGORY H. Participating Settlement Class Members who paid the Challenged Increase, went On Claim, and exhausted their benefits before the Final Settlement Date.</p>	<p>Participating Settlement Class Members who paid the Challenged Increase, who went On Claim at any time before the Final Settlement Date, and exhausted their benefits before the Final Settlement Date, shall receive a refund of 80% of all Additional Premiums paid.</p>
<p>CATEGORY I. Participating Settlement Class Members who are Current Policyholders who were not On Claim as of the Notice Date but are On Claim as of the Final Settlement Date.</p>	<p>Participating Settlement Class Members who are Current Policyholders, who were not On Claim as of the Notice Date, but are On Claim as of the Final Settlement Date, shall receive a Late Election Form giving them the following options:</p> <p>Option 1: Receive a refund equivalent to 80% of all premiums paid to CalPERS for their CalPERS LTC Policy from the inception of the policy through the Final Settlement Date, less any benefits paid under the CalPERS LTC Policy. Any Participating Settlement Class Member who elects Option 1 shall receive a minimum payment of no less than \$8,000. All Participating Settlement Class Members who select Option 1 shall Surrender their CalPERS LTC Policy upon payment of this refund.</p> <p>Option 2: Participating Settlement Class Members who elect Option 2 shall receive a cash payment of \$1,000 and shall retain their Policies and all benefits due thereunder.</p> <p>Any Participating Settlement Class Members who do not submit a Late Election Form shall be deemed to have selected Option 2.</p>

The enclosed Individual Award Letter identifies the Initial Settlement Category that you fall into and the amount of the benefits that you will be entitled to receive from the New Settlement if you are still in that Settlement Category when the New Settlement becomes Final and you use no additional benefits under your Policy.

NOTICE OF CLASS ACTION SETTLEMENT

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE NEW SETTLEMENT

<p>IF YOU ARE IN “CATEGORY A, B or C,” PLEASE GO ONLINE AND COMPLETE THE ELECTION FORM BY JUNE 6, 2023, STATING WHETHER YOU WANT EITHER OPTION 1 - A REFUND OF 80% OF ALL PREMIUMS PAID TO CALPERS IN EXCHANGE FOR GIVING UP YOUR POLICY OR OPTION 2 - RETAIN YOUR POLICY AND RECEIVE \$1,000 CASH PAYMENT</p>	<p>Subject to the Court’s final approval of the terms of the New Settlement, you will be entitled to receive a refund of 80% of all premiums paid to CalPERS for your LTC Policy from its inception through the Final Settlement Date (less any benefits paid).</p> <p>In exchange for this refund, you will give up your Claims in this case within the scope of the release set forth below, and you will give up your CalPERS LTC Policy. By giving up your CalPERS LTC Policy, you will not be entitled to any of the benefits of your CalPERS LTC insurance going forward.</p> <p>OR, you can retain your CalPERS LTC Insurance Policy and receive \$1,000. Additionally, if you elect this option, your current premium rate cannot be increased prior to November 1, 2024. If you are a “Category A, B or C” Class Member and do not respond to this Notice then you will be deemed to have selected Option 2 to retain your CalPERS LTC Insurance Policy and receive the \$1,000 cash payment and the benefit of the temporary premium freeze.</p> <p>Importantly, to receive either of the two options under Category A you MUST be a Current Policyholder—and continue paying premiums—until the New Settlement becomes final and effective. Your right to receive the benefits is dependent on the status of your LTC Policy on the Final Settlement Date, which is the date that the Settlement becomes final and effective. This is described further in response to Question 7 below.</p>
<p>IF YOU ARE IN “CATEGORY D” OR “CATEGORY E,” YOU MUST SUBMIT A LAPSE CLAIM FORM ONLINE</p>	<p>In order to receive your Settlement award, you must go online and electronically sign and submit a Lapse Claim Form by June 6, 2023. If you do not complete a Lapse Claim Form electronically, you will <u>NOT</u> receive any benefits from the New Settlement.</p>
<p>FOR SETTLEMENT CLASS MEMBERS IN ALL CATEGORIES, YOU CAN EXCLUDE YOURSELF FROM THE NEW SETTLEMENT</p>	<p>If you submit a Request for Exclusion, which must be postmarked by June 6, 2023, you will <u>NOT</u> receive any Settlement payment and will not release any Claims you may have against CalPERS. You will then need to retain your own attorney if you wish to pursue those Claims.</p>
<p>FOR SETTLEMENT CLASS MEMBERS IN ALL CATEGORIES, YOU CAN OBJECT</p>	<p>If you wish to object to the New Settlement, you must submit a written objection, and supporting papers, to the Settlement Administrator that is postmarked no later than June 6, 2023. You may not request exclusion and also object to the New Settlement.</p>

- Your rights and options as a Settlement Class Member—and how to exercise them—are explained in more detail in this Notice.
- The Court still has to decide whether to grant final approval of the New Settlement. Settlement payments will only be issued if the Court grants final approval of the New Settlement and the New Settlement becomes final and effective.
- **Settlement Class Members who fall into “Settlement Category A” must be Current Policyholders—and continue to pay their premiums—until the date on which the New Settlement is final and effective to be eligible to receive a refund or to receive the \$1,000 cash payment and the benefit of the temporary freeze on premium increases.**
- Additional information regarding the New Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this Notice.

DEADLINES

Settlement Class Members who are current CalPERS LTC policyholders (Category A-C):

Go Online at www.CalPERSLTCClassAction.com and electronically sign and submit the Election Form
June 6, 2023

NOTICE OF CLASS ACTION SETTLEMENT

Class Members who let their CalPERS LTC Policies Lapse (Categories D and E):

Go Online at www.CalPERSLTCClassAction.com and electronically sign and submit the Lapse Form

June 6, 2023

All Class Members:

Exclude yourself from the Settlement (postmarked)

June 6, 2023

File an Objection to the Settlement (postmarked)

June 6, 2023

BASIC INFORMATION

1. Why did I get this notice?

Defendant's records show that you were a California citizen in February 2013, that you hold or held an LTC Policy issued by CalPERS that included automatic inflation protection benefits, and that you were subject to an 85% premium increase announced by CalPERS in 2013. This Notice explains the Action, the New Settlement, and your legal rights.

The lawsuit is known as *Holly Wedding, et al. v. California Public Employees' Retirement Fund*, and is pending in the Superior Court of California for the County of Los Angeles, Case No. BC517444 (the "Action"). Holly Wedding, Richard Lodyga and Eileen Lodyga are the Plaintiffs and Class Representatives, and they sued CalPERS and others, who are called the Defendants.

2. What is the Action about?

In 1995, CalPERS began selling LTC policies to Class Members. In February 2013, CalPERS announced it was increasing the premiums for certain policies sold between 1995 and 2004 by 85% and that these rate increases would be implemented in 2015 and 2016. The lawsuit generally alleges that it was improper for CalPERS to impose this 85% rate increase. CalPERS denies that it did anything improper and denies that anything it may have done caused injuries to the Class.

3. Why is this lawsuit a class action?

In a class action, one or more people called the "Plaintiff(s)" sue on behalf of people who have similar alleged claims. All of these people are a "class" or "class members." The Court resolves the issues for all class members, except for those who exclude themselves from the class. On January 28, 2016, the Honorable Jane Johnson issued an order certifying a class in this case. Thereafter, on March 10, 2023, the Honorable William F. Highberger issued an Order conditionally certifying this Settlement Class for purposes of this New Settlement only.

4. Who is in the Settlement Class?

"Settlement Class Members" or the "Settlement Class" means all persons who meet all of the following three criteria: (1) were citizens of California in February 2013; (2) purchased an LTC Policy from CalPERS during the period 1995 to 2004 that included automatic inflation protection benefits; and (3) were subjected to the 85% premium increase announced by CalPERS in 2013 and implemented in 2015 and 2016. Policyholders who converted their policies to LTC3 policies prior to the implementation of the Challenged Increase are not included in the Settlement Class, even if the conversion occurred after the 85% rate increase was approved by the CalPERS Board in October 2012. The Settlement Class does not include those individuals who opted out of the Class certified by the Court on January 28, 2016. To be clear, if you opted out of the Prior Settlement in 2021, that opt out is no longer operative, and you are still a Settlement Class Member in the New Settlement, unless you choose to opt out again by submitting a valid Request for Exclusion.

5. Why didn't the Prior Settlement go forward?

The Prior Settlement included a provision that if more than 10% of the prior Settlement Class excluded themselves from the Prior Settlement, the Prior Settlement could be terminated. More than 30% of the prior Settlement Class requested exclusion and the Prior Settlement was terminated.

NOTICE OF CLASS ACTION SETTLEMENT

6. Why is there a New Settlement?

After the Prior Settlement was terminated, Class Counsel and CalPERS immediately began negotiations to see if a new settlement could be reached, while at the same time preparing to bring this case to trial. Class Counsel requested a trial date on the earliest possible date that could be scheduled. The Court set the trial for May 15, 2023.

In February 2023, after all expert discovery was done, Plaintiffs and CalPERS reached agreement on the New Settlement.

The New Settlement allows Settlement Class Members who want to exit the program and give up their policies to receive an 80% premium refund, or, for those who wish to retain their policies, the option of receiving \$1,000 cash payments as well as a moratorium on premium increases prior to November 1, 2024. The New Settlement will also provide benefits to those who lapsed or died. The New Settlement balances the interests of all Settlement Class Members by providing significant benefits to those who wish to leave (or have left) the program while at the same time ensuring that the CalPERS LTC program is able to meet its ongoing and future financial obligations.

Plaintiffs and their lawyers think the New Settlement achieves the above goals and is in the best interests of all Settlement Class Members.

THE NEW SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the New Settlement provide?

Under the terms of the New Settlement, Defendant will pay into a Qualified Settlement Fund (“QSF”), maintained by the Settlement Administrator, an amount that is equal to benefits payable to all Settlement Class Members who are eligible to receive 80% refunds or other cash payments based on the categories described above. If there are no requests for exclusion from the Settlement Class and the Settlement Class Members make the same decisions that they made as to the Prior Settlement, the total amount to be paid by CalPERS to Class Members is estimated by Plaintiffs’ experts to be \$740 million. CalPERS will also pay up to \$80 million in total for attorneys’ fees and expenses, Settlement Administration costs, and Service Awards for the named Plaintiffs.

Enclosed with this Notice is an Individual Award Letter which identifies your Initial Settlement Category and the amount that you are entitled to receive under the New Settlement, calculated as of December 31, 2022. That amount may decrease if your Initial Settlement Category changes or if you use any benefits under your CalPERS policy prior to the Final Settlement Date. If your policyholder status does change, your final award will be based on your Final Settlement Category on the Final Settlement Date.

For those Settlement Class Members who are in Categories A, B or C, the amount of the potential premium refund listed in your Award Letter reflects 80% of all premiums you have paid for your CalPERS LTC Policy up to December 31, 2022, less any benefits paid.

If you remain in Category A as of the Final Settlement Date, you do not use any benefits under your policy, and you choose to receive a premium refund in exchange for giving up your CalPERS LTC policy, you will also receive 80% of all additional premiums you pay after December 31, 2022, so the amount in your Award Letter may increase upon final approval of the New Settlement.

Once the New Settlement becomes Final as defined below, it is **estimated** that Settlement payments to Settlement Class Members, as well as the service award to Plaintiffs, and payment to Class Counsel for Court-awarded attorneys’ fees and expenses will be made within 105 calendar days following the date that the Settlement becomes Final. “Final” will mean the latest of the following dates, as applicable: (i) expiration of all potential appeal periods without a filing of a notice of appeal of the final approval order or judgment; or (ii) final affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s), or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the final approval order and judgment is no longer subject to further judicial review.

Following distribution of the individual Settlement payments, any uncashed checks issued to Settlement Class Members will be sent to the California State Controller’s Unclaimed Money Fund and will include information required by the State Controller to identify the beneficiary of the funds. Any other funds remaining in the QSF will be distributed to a cy pres recipient (a charitable organization) approved by the Court.

8. What am I giving up in exchange for the Settlement benefits?

Under the terms of the New Settlement, all Settlement Class Members will release CalPERS, and all of its respective current, former, and future parents, subsidiaries, predecessors and successors, and affiliated entities, and each of their respective officers, directors, employees, partners, shareholders, and agents, and any other successors, assigns, or legal representatives from any and all breach of contract Claims, rights, demands, liabilities, and/or causes of action of every nature and description, whether known or unknown, arising from or related to the 85% premium increase announced in 2013, including, without limitation, statutory, constitutional, contractual, and/or common law Claims.

For Settlement Class Members in Categories A, B or C, if you elect a premium refund, you will also be required to Surrender your CalPERS LTC Policy and will not be entitled to any benefits from that policy in the future.

9. Is there a chance the New Settlement may not go forward?

Yes. Like the Prior Settlement, under the terms of the New Settlement, CalPERS has the option to terminate the Settlement. CalPERS may exercise this option if more than 1% of Class Members exclude themselves from the New Settlement. Also, there is a possibility that the Court may not grant Final Approval of the New Settlement. If either of these events occurs, the litigation against CalPERS will continue.

Because there is the possibility that the New Settlement may not go forward, it is critical that you make any decisions concerning your LTC Insurance as if there was no New Settlement.

HOW TO GET A SETTLEMENT PAYMENT

10. How do I get a Settlement payment?

Subject to the Court's final approval of the terms of the New Settlement, your submission of the required information, and the New Settlement becoming final and effective, any Settlement payment you are entitled to under the Settlement Agreement will automatically be mailed to you at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator). In exchange for this Settlement payment, you will give up your Claims in this case.

11. When will I get my check?

Checks will be mailed to eligible Settlement Class Members only after the Court grants "final approval" of the New Settlement and the New Settlement becomes final and effective. If the Court approves the New Settlement after a hearing on July 26, 2023 (see "The Court's Final Approval Hearing" below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient. If there is an appeal, the Settlement website will be updated. If there is no appeal, then the New Settlement will become final and effective 60 days after final approval. Plaintiffs' counsel estimates that checks will be mailed to eligible class members within 105 days after the New Settlement becomes final and effective.

Please also be advised that you will only have 90 days from the date that the checks are issued to cash the check. If you do not cash your check within 90 days of the date of its issuance, your individual Settlement check will be voided. You will be permitted to request the reissuance of the check from the Settlement Administrator for a period of up to 90 days thereafter. And if your Settlement funds are ultimately sent to the State Controller's Unclaimed Property Fund, you will be entitled to seek to obtain the funds from the State Controller.

EXCLUDING YOURSELF FROM THE NEW SETTLEMENT

12. How do I exclude myself or "opt out" of the New Settlement?

If you do not wish to participate in the New Settlement ("opt out"), you must complete and send a timely written Request for Exclusion that is dated and sets forth your name and address and expressly states that you wish to be excluded from the Settlement Class. A Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **June 6, 2023** to the following:

Wedding v CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the above-specified deadline will be bound by all terms of the New Settlement and any final judgment entered in the Action if the New Settlement is approved by the Court.

13. If I exclude myself, can I get anything from the New Settlement?

No. If you exclude yourself then you will not get anything from the New Settlement and you will not be bound by the New Settlement. You will not get a Settlement payment and will not be entitled to the temporary freeze on premium increases. If you are a Current Policyholder, you will retain all of the benefits of your CalPERS LTC Policy provided you continue to pay premiums to CalPERS. If you exclude yourself and wish to proceed with litigation against CalPERS, then you will need to retain your own attorney to pursue litigation against CalPERS.

14. If I don't exclude myself from the New Settlement, can I sue later?

No. Unless you exclude yourself from the New Settlement, you give up the right to sue the Defendant for the Claims in this lawsuit. You must exclude yourself from the Settlement Class to start or continue your own lawsuit with your own lawyer.

15. If I Excluded myself from the Prior Settlement, does that mean that I am excluded from the New Settlement?

No. Any decision you made with respect to the Prior Settlement does not affect the New Settlement. You must now decide what you wish to do with respect to the New Settlement.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Settlement Class:

Michael J. Bidart
mbidart@shernoff.com
SHERNOFF BIDART ECHEVERRIA LLP
600 South Indian Hill Boulevard
Claremont, California 91711

Gretchen M. Nelson, Esq.
gnelson@nflawfirm.com
NELSON & FRAENKEL LLP
601 So. Figueroa, Ste. 2050
Los Angeles, California 90017

Gregory L. Bentley
gbentley@bentleymore.com
BENTLEY & MORE, LLP
4931 Birch Street
Newport Beach, California 92660

Stuart C. Talley
stuart@ktblegal.com
KERSHAW TALLEY BARLOW PC
401 Watt Avenue
Sacramento, CA 95864

17. How will the costs of the lawsuit and the Settlement be paid?

In addition to the refunds and other relief provided to Class Members, as part of the New Settlement, CalPERS has also agreed to separately pay no more than \$80 million which will be used to pay Class Counsel's Attorneys' Fees, unreimbursed litigation expenses incurred by Class Counsel that are no more than \$2.5 million, and Settlement Administration costs for both the Prior Settlement and this Settlement which are estimated to be \$5 million and Service Awards for the Plaintiffs.

A request will be made to the Court for approval of a total amount not to exceed \$85,000 for Service Awards, which will also be paid from the award of fees and costs. This payment is for the service Plaintiffs have provided to the Class in bringing this lawsuit and for taking on the risk of litigation, and for the extensive assistance they provided throughout the course of the Action.

NOTICE OF CLASS ACTION SETTLEMENT

The Court may award less than the amount requested for Service Awards and it may award less in attorneys' fees and expenses.

Importantly, under no circumstances will the amounts awarded for attorneys' fees and costs or the Service Awards or Settlement Administration costs reduce the payments to be made to Settlement Class Members under the New Settlement.

OBJECTING TO THE NEW SETTLEMENT

18. How do I object to the New Settlement?

Any Settlement Class Member may object to the proposed New Settlement, or any portion thereof, by mailing a written objection, and supporting papers, to the Settlement Administrator at the following address by regular U.S. Mail postmarked no later than **June 6, 2023**.

Wedding v CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

A written objection must contain: (1) the case name and number for this Action, (2) the full name of the objecting Settlement Class Member, (3) the Settlement Class Member's LTC policy number, (4) the basis for the objection, (5) if the Settlement Class Member intends to appear at the Final Approval Hearing (see response to Questions 20 and 21 below), and (6) the identity of the Settlement Class Member's counsel, if any. If a Settlement Class Member wishes to appear at the Court's Final Approval Hearing and orally present his or her objection to the Court, the objector's written statement should include the objector's statement of intent to appear at the Court's Final Approval Hearing. **Notwithstanding, in the discretion of the Court, the objection of any Settlement Class Member, or person purporting to object on behalf of any Settlement Class Member, may be received or considered by the Court at the Final Approval Hearing, regardless of whether a written notice of objection is filed or delivered to the Parties.** Any Settlement Class Member who submits an objection remains eligible to receive monetary compensation from the New Settlement. If you timely submit a request for exclusion from the New Settlement you may not submit an objection to the New Settlement. If the Court overrules any objections and grants final approval of the New Settlement, any Settlement Class Member who submitted an objection but did not submit a timely and valid Request for Exclusion will be bound by the Release set forth in Question 8 above.

19. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the New Settlement. If you object, you are still a part of the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the New Settlement. You may attend and you may ask to speak at the Final Approval Hearing, but you don't have to. **If you intend to appear at the Final Approval Hearing it is important to visit the Los Angeles County Superior Court website at www.lacourt.org to determine whether there are any social distancing or Covid-19 related guidelines for in-person court appearances.**

20. When and where will the Court decide whether to approve the New Settlement?

The Court will hold a "Final Approval Hearing" on July 26, 2023 at 11:00 a.m., in **Department 10** at the Superior Court of California for the County of Los Angeles, located at **312 N. Spring St., Los Angeles, 90012**. The hearing may be moved to a different date and/or time without additional notice but any change of date or time will be posted on the Settlement website at www.CalPERSLTCClassAction.com. At this hearing, the Court will consider whether the New Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel for their fees and costs, and the amount in Service Awards for Plaintiffs. After the hearing, the Court will decide whether to approve the New Settlement. It is unknown how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you have mailed your written objection on time, the Court will consider it. You may also pay (at your own expense) another lawyer to attend for you, but it is not required.

22. May I speak at the hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you should include in your written objection that you intend to appear at the Final Approval Hearing. Notwithstanding, in the discretion of the Court, the objection of any Settlement Class Member who has not requested exclusion, or person purporting to object on behalf of any Settlement Class Member, may be received or considered by the Court at the Final Approval Hearing, regardless of whether a written notice of objection is mailed to the Settlement Administrator.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing and you are in Categories A, B, C, F, G, H, or I, you will receive the benefits provided for in the New Settlement in accordance with your Final Settlement Category as described above, and you will be bound by the release of Claims, subject to the Court's final approval of the terms of the New Settlement. If you are in Categories A, B, C, or I and do nothing, it will be presumed that you have selected Option 2 (keeping your LTC policy and receiving the \$1,000 payment) for each of those Categories. If you are in Category D or E, you must return your Lapse Claim Form to receive any benefits of the New Settlement.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the New Settlement. More details are in the Second Settlement Agreement and filings made before the Court. Such documents are accessible via a website at: www.CalPERSLTCCClassAction.com. You may also contact Class Counsel or the Settlement Administrator for more information.

Do not contact the Court, CalPERS or LTC regarding this Notice or the New Settlement.

Attachment 3

Unique ID: <<Unique ID>> <<C>>
PIN: <<PIN>>
Tracking Number: <<Tracking Number>>



CalPERS Long-Term Care Class Action
Letter From Plaintiffs and Class Counsel
Regarding New Settlement

Legal Name: <<First Last Name 1>>
CalPERS Policy Number: <<Policy Number>>
Current Address: << Address 1>> <<Address 2>>, <<City>>, <<ST>> <<ZIP>>

Dear <<First Last Name 1>>,

This letter is to inform you of a Proposed New Settlement in the matter of *Wedding, et al. v. California Public Employees' Retirement System, et al.*

A. Overview

This class-action lawsuit was filed in August 2013. It alleges that the 85% premium increase that CalPERS announced in February 2013, and implemented in 2015-2016, was not permitted under the terms of the Long-Term Care ("LTC") Insurance contracts between CalPERS and Class Members. You are a member of the Class in this case because you purchased an LTC Insurance contract from CalPERS with "automatic inflation protection benefits" and were subjected to this 85% rate increase.

As you may recall, in July 2021 you received notice of a settlement that had previously been reached by the Parties in this case (the "Prior Settlement"). Unfortunately, the Prior Settlement never became effective and was terminated by agreement in April 2022.

Nevertheless, the Parties continued to explore settlement options and on February 27, 2023, the Parties reached agreement on a new settlement (the "New Settlement"). The following documents containing details about the New Settlement are enclosed with this letter:

- Notice of Class Action Settlement
- Individual Award Letter

Importantly, this is a new settlement with new terms and relief for the Settlement Class. The New Settlement will affect your rights unless you ask to be excluded from the Settlement. Also, there are strict time limits described in the Notice and the accompanying materials.

Therefore, please read the enclosed documents carefully and immediately. These documents will set forth how much you will receive under the New Settlement and will explain why the Plaintiffs and Class Counsel are recommending the New Settlement.

B. What Happened to the Prior Settlement?

The Parties in this case previously agreed to a settlement in July 2021. Under this Prior Settlement, Class Members who elected to participate in the Settlement could receive a full premium refund in exchange for surrendering their policy, or have their refund applied to a potential replacement policy. Two highly experienced insurance brokerages were tasked with securing this replacement policy.

However, if Class Members wanted to retain their CalPERS LTC policies, they had to opt out of the Prior Settlement and were not entitled to receive any benefits from the Prior Settlement. The Prior Settlement contained a provision that allowed the Settlement to be terminated if more than 10% of the Class elected to exclude themselves and retain their CalPERS LTC policies.

After approaching 90 insurance companies, the insurance brokerages working with Class Counsel were not able to secure a viable replacement policy. And, after notifying the Settlement Class Members who had chosen this option that a replacement policy could not be secured, approximately 30% of the Settlement Class elected to exclude themselves from the Settlement in order to retain their CalPERS LTC policies. Because so many class members elected to keep their CalPERS policies, the Prior Settlement was terminated by mutual agreement on April 20, 2022.

C. What are the Terms of the New Settlement?

After the Prior Settlement was terminated, the Parties worked diligently to reach a settlement that would (1) provide substantial refunds to Class Members who want to exit the CalPERS LTC Program; (2) provide benefits to Class Members who want to keep their CalPERS LTC policies, instead of requiring them to opt out of the Settlement; and (3) achieve these objectives while preserving the CalPERS LTC Program's ability to meet its financial obligations to pay benefits to its policyholders.

Consistent with these goals, the terms of the New Settlement incorporate many of the terms of the Prior Settlement, but are different in three important ways.

First, Class Members do **not** need to opt out of the New Settlement if they want to retain their CalPERS LTC policies. If you are a Current Policyholder and want to keep your CalPERS LTC policy, you will be included in the New Settlement and will automatically receive \$1,000. In addition, CalPERS has agreed under the New Settlement not to impose any new premium increases on Settlement Class Members prior to November 1, 2024.

Second, if you are a Current Policyholder and want to receive a premium refund in exchange for surrendering your policy, the refund will be 80% of all the premiums you have paid into the CalPERS LTC Program (less benefits received) from the inception of your policy until the New Settlement becomes final.

Third, Class Members who are "On Claim" (meaning they are currently receiving benefits or have applied for and may receive benefits under their policy prior to the New Settlement becoming final), will also have the option of cancelling their policy and receiving an 80% premium refund (less benefits received) or keeping their policy in exchange for a cash payment of \$1,000. Class Members who let their policies Lapse, exhausted their benefits, or who passed away before going On Claim will receive certain cash benefits which are outlined in the Notice on pages 2 and 3.

As with the Prior Settlement, Current Policyholders paying premiums **must** continue to pay their premiums until the New Settlement becomes final to remain eligible for the 80 percent refund of premiums or \$1,000 cash payment. If a policyholder stops paying their premiums before the New Settlement becomes final, then they will not obtain the same benefits of the New Settlement.

D. What Will I Receive Under the New Settlement?

Your Class Member category and details about your estimated award under the New Settlement are set forth in the enclosed Award Letter. Class Members fall into two main categories: (1) Current Policyholders who are paying premiums; and (2) those who are On Claim. Other categories include policyholders who let their policies Lapse, policyholders who have exhausted their benefits, and those who have died.

The information in the Award Letter was based on your policyholder status as of December 31, 2022. But your final Class Member category and the award you receive will be determined at the time the New Settlement becomes final. If your Class Member category does not change between December 31, 2022, and the date the New Settlement becomes final, then you will receive the relief identified in the Award Letter (the amount for those requesting a premium refund may be higher because you will have paid Additional Premiums after December 31, 2022). Please read this form and the enclosed Notice carefully.

E. Why is Class Counsel Recommending the New Settlement?

There are several reasons why Class Counsel is recommending this New Settlement, even though many Class Members will receive less as compared to the Prior Settlement.

First, the CalPERS LTC Program was set up as a “closed fund.” This means that there are only two sources of revenue for the Program: the premiums paid by policyholders and the earnings generated from investments made by the Program. One of the main concerns in moving forward with a trial is that if Class Counsel succeeds and obtains a large verdict and judgment against CalPERS, this could significantly impact the ability of the Program to pay the benefits of Class Members who retain their policies and other Current Policyholders. The New Settlement is therefore designed both to provide benefits to Class Members while at the same time ensuring the long-term viability of the Program to pay ongoing and future Claims costs.

Second, the termination of the Prior Settlement demonstrated that many Class Members want to keep their CalPERS LTC policies. The New Settlement therefore allows Class Members to receive some relief without forcing them to Surrender their policies. Individuals desiring to stay with the Program will receive two significant benefits— a cash payment to offset higher premium costs *and* a rate freeze that ensures CalPERS will not implement any new premium increases until at least November 1, 2024.

Third, the ability to cancel your CalPERS policy and receive an 80% refund of all premiums paid (less benefits received) for insurance coverage that many Class Members have had for more than 20 years is a substantial benefit that would not otherwise be available. Many Class Members have informed us they are tired of rate increases or benefit reductions and have lost faith in CalPERS’ ability to properly manage this Program. However, because these Class Members have invested many thousands of dollars in premiums, they feel compelled to continue with the Program. This New Settlement provides those Class Members with a feasible path out of the Program. Without the New Settlement, Class Members who want to leave the Program would not receive a refund of any premiums.

Indeed, the 80% premium refund (less benefits received) provided by the New Settlement is better than options provided to policyholders by other commercial carriers who provide LTC Insurance and have instituted premium increases. As you may know, the problems that have plagued the CalPERS LTC Program over the years are not unique. Since LTC Insurance became popular 25 years ago, almost every commercial LTC Insurance provider in the country has either withdrawn from the market entirely and/or had to impose premium increases. Class Counsel is aware of another LTC insurer that—as recently as last year—was implementing an 80% rate increase but was offering policyholders a “Cash Buyout” option that would only refund roughly 20% of premiums paid.

We are frustrated that the premium refund is 80%, instead of the 100% agreed to by CalPERS in the Prior Settlement. However, that reduction is a result of changes in the LTC Fund’s financial condition coupled with CalPERS’ need to ensure that it can meet its ongoing obligations to those who retain their LTC policies. We are equally frustrated with the amount to be paid to those who retain their policies. But this amount is all that CalPERS believes it can afford. If CalPERS were paying more in premium refunds and payments to those retaining their policies, then that could jeopardize its ability to continue paying benefits to its policyholders.

Fourth, time is of the essence in getting relief to Class Members. If this litigation continues, Class Counsel has serious concerns that *thousands* of additional Class Members will pass away and will not personally realize any of the benefits from any potential future verdict and judgment. The average age of the Class is now 76, and since this litigation was initiated nearly a decade ago more than 14,846 Class Members have died. Moreover, even if the Class prevails at trial, CalPERS will undoubtedly appeal. This process could take another 2-4 years and Plaintiffs’ actuaries estimate that an additional 9,000 Class Members will die during this time.


Finally, as with any litigation, there is always a chance that the Class could lose at trial (or on appeal). In this lawsuit, Plaintiffs and the Class assert that CalPERS could not implement a premium increase if the increase was caused by or as a result of Class Member’s “automatic inflation protection benefits.” However, CalPERS and its experts intend to present evidence at trial that the 85% rate increase was *not* related to automatic inflation protection benefits, and that the *primary* reason for the 85% premium increase was a change in CalPERS’ expected investment earnings. CalPERS will also argue that a rate increase of 80.1% would have been necessary if it had not implemented the challenged 85% rate increase; that Class Members who reduced their benefits in response to the 85% increase did not suffer any damage because, among other things, they paid lower premiums; and that Class Members who reduced benefits are not entitled to any recovery until they go On Claim and are denied benefits that they would have otherwise received prior to reducing benefits. If a jury (or appellate court) accepted any of these arguments, then Class Members would receive nothing or virtually nothing.

F. Where can I obtain additional information about the New Settlement?


If you have questions about the New Settlement that are not answered in the enclosed documents, you will find additional information on the Settlement website at www.CalPERSLTCClassAction.com. If your questions are still not answered, you can call 1-866-217-8056.

Please do not contact CalPERS or LTCG about the Settlement, as they will be unable to provide you with additional information.


Michael Bidart


Stuart Talley


Gretchen Nelson


Gregory L. Bentley


Eileen Lodyga


Richard Lodyga


Holly Wedding

Attachment 4

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<Tracking Number>>

<<C>>

CALPERS LONG-TERM CARE INSURANCE CLASS ACTION

NEW SETTLEMENT—CATEGORY A

Legal Name: <<First Last Name 1>>

CalPERS Policy Number: <<Policy Number>>

Current Address: << Address 1>> <<Address 2>>, <<City>>, <<ST>> <<ZIP>>

CalPERS’ records indicate that you are a current Long-Term Care (“LTC”) Insurance policyholder. This means that you are currently paying premiums to CalPERS for LTC Insurance and are not currently receiving benefits under your Policy. Under the New Settlement, this would put you into “Category A.” As a Category A Class Member, you have two award options to consider under the New Settlement.

TO SELECT YOUR OPTION, PLEASE VISIT www.CalPERSLTCClassAction.com AND INPUT THE UNIQUE ID AND PIN PRINTED ABOVE.

IT IS IMPORTANT TO UNDERSTAND THAT BECAUSE THIS IS A NEW SETTLEMENT, YOU MUST MAKE A NEW ELECTION AND ANY PREVIOUS ELECTIONS YOU SUBMITTED IN RESPONSE TO THE PRIOR SETTLEMENT WILL NOT BE APPLICABLE TO THE NEW SETTLEMENT. IF YOU DO NOT MAKE AN ELECTION, IT WILL BE PRESUMED THAT YOU ARE SELECTING OPTION 2 AND WILL RETAIN YOUR POLICY.

Option 1: Receive an 80% Refund of Premiums Paid (Less LTC Benefits Previously Received) and Surrender your CalPERS LTC Policy.

If you select Option 1, you will receive a refund equal to 80% of all premiums paid from your Policy’s inception through the date the New Settlement becomes final (less any amounts paid in benefits under your Policy) but in no event will you receive less than \$8,000. In exchange for this payment, you will Surrender your CalPERS LTC Policy and you will no longer be entitled to any benefits from the policy.

CalPERS’s records show that from the inception of your Policy through December 31, 2022, you paid <<\$Premium Paid to Date>> in premiums for your insurance and <<received \$benefits in benefits>> <<received no benefits>>. Thus, should you remain in Category A as of the Final Settlement Date and use no additional benefits under your Policy, the total amount you will receive from the New Settlement if it is approved by the Court will be no less than:

<<\$Estimated Settlement Payment>>

Importantly, if you remain a current policyholder and you do not go On Claim, this amount will increase to include 80% of any additional premiums you pay between December 31, 2022, and the date the New Settlement becomes final. Also, please be assured that if you select a premium refund but go On Claim before the New Settlement becomes final, you will have the right to rescind this selection. That is, you will have the option to change your selection to opt for retaining your Policy and receiving a \$1,000 cash payment.

Also, it is important to recognize that there is a possibility that the New Settlement may not become final for several months or may not be approved. Therefore, if you want to remain in Category A and remain eligible to receive a premium refund, it is important that you continue paying premiums until the New Settlement is final. You will be notified when you can stop paying premiums on your CalPERS LTC Policy.

Option 2: Keep your CalPERS LTC Policy and Receive a \$1,000 Cash Payment

If you select Option 2, you will receive a cash payment of \$1,000. Additionally, you will receive the benefit of CalPERS’ agreement not to implement any premium increases on your policy prior to November 1, 2024.

Unique ID: <<Unique ID>>
PIN: <<PIN>>
Tracking Number: <<Tracking Number>>



To make your election, please go online and complete the Form with the Unique ID and PIN printed above. **If you do not submit the Form and do not opt out of the New Settlement by June 6, 2023, you will be deemed to have selected Option 2. If you have any questions about your options, please call 1-866-217-8056 or visit the Settlement website at www.CalPERSLTCClassAction.com.**

If you believe your categorization changed after December 31, 2022, please note that the Parties anticipate updating your categorization, as appropriate, before awards are finalized and distributed.

If you have trouble completing your election online, you may contact the Settlement Administrator at 1-866-217-8056.

When the Settlement becomes final, a check made payable to your legal name will be sent to the above listed address. If you want to change your address, please email Updates@CalPERSLTCClassAction.com.

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<Tracking Number>>

<<C>>

CALPERS LONG-TERM CARE INSURANCE CLASS ACTION

CATEGORY <<Category>> CLAIM FORM

To make your election, you may go online and complete the Form with the Unique ID and PIN printed above, or return this form to the Settlement Administrator at the below address. **If you do not submit the Form and do not opt out of the New Settlement by June 6, 2023, you will be deemed to have selected Option 2.**

Wedding v CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

YOUR ELECTION

I hereby acknowledge that I received the Settlement Package that includes the Class Notice, Award Letter and this Election Form. After considering this information I hereby elect to:

Please only choose one option by initialing next to your selected option and signing this Form below. If you choose more than one option, you will be deemed to have selected Option 2.

Option 1:

- Surrender my CalPERS LTC Policy and receive a refund of 80% of all premiums paid by me from my Policy's inception through the date the Settlement become final (less any benefits paid). **WARNING: For Class Members who are On Claim or are applying to go On Claim, selecting this option only makes sense in rare circumstances. If you are considering Option 1, we would urge you to contact Class Counsel to discuss your decision before you complete and return this form.**

Option 2:

- Keep my CalPERS LTC Policy and receive a \$1,000 cash payment. **For most Class Members who are currently On Claim or have applied to go On Claim, Option 2 is the best option since it preserves your right to continue receiving benefits under your CalPERS LTC Policy.**

Signature box

Signature

Date: MM - DD - YYYY

Print Name box

Print Name

Attachment 5

Unique ID: <<Unique ID>> <<C>>

PIN: <<PIN>>

Tracking Number: <<Tracking Number>>

CALPERS LONG-TERM CARE INSURANCE CLASS ACTION**NEW SETTLEMENT—CATEGORY B AND C**

Legal Name: <<First Last Name 1>>

CalPERS Policy Number: <<Policy Number>>

Current Address: << Address 1>> <<Address 2>>, <<City>>, <<ST>> <<ZIP>>

CalPERS' records indicate that you are currently On Claim and receiving benefits or you have applied for benefits and are awaiting a decision on your eligibility under your CalPERS' Long-Term Care ("LTC") Policy. Under the New Settlement, you are entitled to benefits as a "Category B" or "Category C" Class Member. As a Category B or C Class Member, you have two award options to consider under the New Settlement.

Option 1: Receive a Refund of 80% of All Premiums Paid (Less LTC Benefits Previously Received) and Surrender your CalPERS LTC Policy.

If you select Option 1, you will receive a refund equal to 80% of all premiums paid from your Policy's inception through the date the New Settlement becomes final (less any amounts paid in benefits under your Policy).

However, it is very important to understand that if you select Option 1, you will surrender your Long-Term Care Policy with CalPERS and will no longer be entitled to receive any further benefits under your CalPERS Long-Term Care Policy. For Class Members who are On Claim or have applied to go On Claim, selecting this option only makes sense in rare circumstances. If you are considering Option 1, we would urge you to contact Class Counsel at 1-866-217-8056 to discuss your decision.

CalPERS' records show that from the inception of your policy through December 31, 2022, you paid <<\$Premiums Paid to Date>> in premiums for your insurance and <<received \$benefits in benefits>> <<received no benefits>>. Thus, should you remain in Category B or C as of the Final Settlement Date and use no additional benefits under your Policy, the total amount you will receive from the New Settlement if you select this option will be no less than:

<<\$Estimated Settlement Payment>>

Option 2: Keep your CalPERS LTC Policy and Receive a \$1,000 Cash Payment

If you select Option 2, you will receive a \$1,000 cash payment. You will not lose any rights you have under your CalPERS LTC Policy, you will continue to stay On Claim, and you will continue receiving the full benefits you are entitled to under your Policy.

For most Class Members who are currently On Claim or have applied to go On Claim, Option 2 is the best option since it preserves your right to continue receiving benefits under your CalPERS LTC Policy.

To make your election, please fill out and return the enclosed Election Form or fill it out online at www.CalPERSLTCClassAction.com. **If you do not submit or return the Form and do not opt out of the New Settlement by June 6, 2023, you will be deemed to have selected Option 2. If you have any questions about your options, please call 1-866-217-8056 or visit the Settlement website at www.CalPERSLTCClassAction.com.**

If you believe your categorization changed after December 31, 2022, please note that the Parties anticipate updating your categorization, as appropriate, before awards are finalized and distributed.

You may also access and submit this Election Form online at www.CalPERSLTCClassAction.com with the Unique ID and PIN printed above.

When the Settlement becomes final a check made payable to your legal name will be sent to the above listed address. If you want to change your address, please email Updates@CalPERSLTCClassAction.com.

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<Tracking Number>>

<<C>>

CALPERS LONG-TERM CARE INSURANCE CLASS ACTION

CATEGORY <<Category>> CLAIM FORM

To make your election, you may go online and complete the Form with the Unique ID and PIN printed above, or return this form to the Settlement Administrator at the below address. **If you do not submit the Form and do not opt out of the New Settlement by June 6, 2023, you will be deemed to have selected Option 2.**

Wedding v CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

YOUR ELECTION

I hereby acknowledge that I received the Settlement Package that includes the Class Notice, Award Letter and this Election Form. After considering this information I hereby elect to:

Please only choose one option by initialing next to your selected option and signing this Form below. If you choose more than one option, you will be deemed to have selected Option 2.

Option 1:

- Surrender my CalPERS LTC Policy and receive a refund of 80% of all premiums paid by me from my Policy's inception through the date the Settlement become final (less any benefits paid). **WARNING: For Class Members who are On Claim or are applying to go On Claim, selecting this option only makes sense in rare circumstances. If you are considering Option 1, we would urge you to contact Class Counsel to discuss your decision before you complete and return this form.**

Option 2:

- Keep my CalPERS LTC Policy and receive a \$1,000 cash payment. **For most Class Members who are currently On Claim or have applied to go On Claim, Option 2 is the best option since it preserves your right to continue receiving benefits under your CalPERS LTC Policy.**

Signature

Signature

Date: MM - DD - YYYY

Print Name

Print Name

Attachment 6

Unique ID: <<Unique ID>> <<C>>

PIN: <<PIN>>

Tracking Number: <<Tracking Number>>

CALPERS LONG-TERM CARE INSURANCE CLASS ACTION**NEW SETTLEMENT—CATEGORY B AND C**

Legal Name: <<First Last Name 1>>

CalPERS Policy Number: <<Policy Number>>

Current Address: << Address 1>> <<Address 2>>, <<City>>, <<ST>> <<ZIP>>

CalPERS' records indicate that you are currently On Claim and receiving benefits or you have applied for benefits and are awaiting a decision on your eligibility under your CalPERS' Long-Term Care ("LTC") Policy. Under the New Settlement, you are entitled to benefits as a "Category B" or "Category C" Class Member. As a Category B or C Class Member, you have two award options to consider under the New Settlement.

Option 1: Receive a Refund of 80% of All Premiums Paid (Less LTC Benefits Previously Received) and Surrender your CalPERS LTC Policy.

If you select Option 1, you will receive a refund equal to 80% of all premiums paid from your Policy's inception through the date the New Settlement becomes final (less any amounts paid in benefits under your Policy).

However, it is very important to understand that if you select Option 1, you will surrender your Long-Term Care Policy with CalPERS and will no longer be entitled to receive any further benefits under your CalPERS Long-Term Care Policy. For Class Members who are On Claim or have applied to go On Claim, selecting this option only makes sense in rare circumstances. If you are considering Option 1, we would urge you to contact Class Counsel at 1-866-217-8056 to discuss your decision.

CalPERS' records show that from the inception of your policy through December 31, 2022, you paid <<\$Premiums Paid to Date>> in premiums for your insurance and <<received \$benefits in benefits>> <<received no benefits>>. Thus, should you remain in Category B or C as of the Final Settlement Date and use no additional benefits under your Policy, the total amount you will receive from the New Settlement if you select this option will be no less than:

<<\$Estimated Settlement Payment>>

Option 2: Keep your CalPERS LTC Policy and Receive a \$1,000 Cash Payment

If you select Option 2, you will receive a \$1,000 cash payment. You will not lose any rights you have under your CalPERS LTC Policy, you will continue to stay On Claim, and you will continue receiving the full benefits you are entitled to under your Policy.

For most Class Members who are currently On Claim or have applied to go On Claim, Option 2 is the best option since it preserves your right to continue receiving benefits under your CalPERS LTC Policy.

To make your election, please fill out and return the enclosed Election Form or fill it out online at www.CalPERSLTCClassAction.com. **If you do not submit or return the Form and do not opt out of the New Settlement by June 6, 2023, you will be deemed to have selected Option 2. If you have any questions about your options, please call 1-866-217-8056 or visit the Settlement website at www.CalPERSLTCClassAction.com.**

If you believe your categorization changed after December 31, 2022, please note that the Parties anticipate updating your categorization, as appropriate, before awards are finalized and distributed.

You may also access and submit this Election Form online at www.CalPERSLTCClassAction.com with the Unique ID and PIN printed above.

When the Settlement becomes final a check made payable to your legal name will be sent to the above listed address. If you want to change your address, please email Updates@CalPERSLTCClassAction.com.

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<Tracking Number>>

<<C>>

CALPERS LONG-TERM CARE INSURANCE CLASS ACTION

CATEGORY <<Category>> CLAIM FORM

To make your election, you may go online and complete the Form with the Unique ID and PIN printed above, or return this form to the Settlement Administrator at the below address. **If you do not submit the Form and do not opt out of the New Settlement by June 6, 2023, you will be deemed to have selected Option 2.**

Wedding v CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

YOUR ELECTION

I hereby acknowledge that I received the Settlement Package that includes the Class Notice, Award Letter and this Election Form. After considering this information I hereby elect to:

Please only choose one option by initialing next to your selected option and signing this Form below. If you choose more than one option, you will be deemed to have selected Option 2.

Option 1:

- Surrender my CalPERS LTC Policy and receive a refund of 80% of all premiums paid by me from my Policy's inception through the date the Settlement become final (less any benefits paid). **WARNING: For Class Members who are On Claim or are applying to go On Claim, selecting this option only makes sense in rare circumstances. If you are considering Option 1, we would urge you to contact Class Counsel to discuss your decision before you complete and return this form.**

Option 2:

- Keep my CalPERS LTC Policy and receive a \$1,000 cash payment. **For most Class Members who are currently On Claim or have applied to go On Claim, Option 2 is the best option since it preserves your right to continue receiving benefits under your CalPERS LTC Policy.**

Signature

Signature

Date: MM - DD - YYYY

Print Name

Print Name

Attachment 7

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<Tracking Number>>

<<C>>

CALPERS LONG-TERM CARE INSURANCE CLASS ACTION

NEW SETTLEMENT—CATEGORY D

Legal Name: <<First Last Name 1>>

CalPERS Policy Number: <<Policy Number>>

Current Address: << Address 1>> <<Address 2>>, <<City>>, <<ST>> <<ZIP>>

CalPERS’ records indicate that in February 2013 you had a Long-Term Care (“LTC”) Insurance Policy issued by CalPERS and were informed by CalPERS in or about February 2013 that your CalPERS LTC Policy would be subjected to an 85% premium increase. CalPERS’ records also indicate that between February 1, 2013, and December 31, 2014, you let your CalPERS LTC Policy Lapse. This means you are in Category D in the New Settlement.

As described more fully in the Notice accompanying this Award Letter, the terms of the New Settlement between CalPERS and the Class provide that individuals who let their LTC Policies lapse between February 1, 2013, and December 31, 2014, may be entitled to receive a refund equal to 40% of all premiums paid by the Settlement Class Member from the Policy inception date through the date the Policy lapsed (less any benefits received). However, to receive this refund, you must declare under penalty of perjury that you let your CalPERS LTC Policy Lapse as a result of the 85% premium increase that CalPERS announced in February 2013. For purposes of this provision “as a result of” means that the rate increase was a substantial factor in your decision to let your policy lapse.

CalPERS’ records show that from the inception of your Policy through the date that you lapsed, the amount that you paid in premiums (less any benefits that you received) was <<\$Premiums Paid to Date>>. Thus, the refund you will receive from the New Settlement if it is approved by the Court is:

<<\$Estimated Settlement Payment>>

To receive your refund under the New Settlement, you are required to complete a Lapse Claim Form online by accessing the form at www.CalPERSLTCClassAction.com with the UniqueID and PIN printed above. If you do not submit the Lapse Claim Form online by the deadline, you will receive nothing from the New Settlement.

If you believe your categorization changed after December 31, 2022, please note that the Parties anticipate updating your categorization, as appropriate, before awards are finalized and distributed.

When the Settlement becomes final a check made payable to your legal name will be sent to the above listed address. If you want to change your address, please email Updates@CalPERSLTCClassAction.com.

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<Tracking Number>>

<<C>>

CALPERS LONG-TERM CARE INSURANCE CLASS ACTION

CATEGORY D CLAIM FORM

To submit your claim, you may go online and complete the Form with the Unique ID and PIN printed above, or return this form to the Settlement Administrator at the below address.

Wedding v. CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

YOUR ATTESTATION

I hereby acknowledge that I received the Settlement Package that includes the Class Notice, Award Letter, and this Form. After considering this information I, _____, hereby declare under penalty of perjury that I let my CalPERS LTC Policy lapse as a result of the 85% premium increase that CalPERS announced in February 2013.

[Signature box]

Signature

Date: [MM] - [DD] - [YYYY]

[Print Name box]

Print Name

Attachment 8

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<Tracking Number>>

<<C>>

CALPERS LONG-TERM CARE INSURANCE CLASS ACTION

NEW SETTLEMENT—CATEGORY E

Legal Name: <<First Last Name 1>>

CalPERS Policy Number: <<Policy Number>>

Current Address: << Address 1>> <<Address 2>>, <<City>>, <<ST>> <<ZIP>>

CalPERS’ records indicate that in February 2013 you had a Long-Term Care (“LTC”) Insurance Policy issued by CalPERS and were informed by CalPERS in or about February 2013 that your CalPERS LTC Policy would be subjected to an 85% premium increase. CalPERS’ records also indicated that on or after January 1, 2015, you let your CalPERS LTC Policy Lapse. This means you are in Category E under the New Settlement.

As described more fully in the Notice accompanying this Award Letter, the terms of the New Settlement between CalPERS and the Class provide that individuals who let their LTC Policies lapse on or after January 1, 2015 may be entitled to receive a refund of 80% of all Additional Premiums paid as a result of the 85% rate increase, or \$2,000, whichever is greater. However, to receive this refund, you must declare under penalty of perjury that you let your CalPERS LTC Policy lapse as a result of the 85% premium increase that CalPERS announced in February 2013. For purposes of this provision “as a result of” means that the rate increase was a substantial factor in your decision to let your policy lapse.

CalPERS’ records show that you paid <<\$Additional Premiums Paid to Date>> in Additional Premiums as a result of the 85% increase Thus, if the New Settlement is approved by the Court, you will receive:

<<\$Estimated Settlement Payment>>

To receive your refund under the New Settlement, you are required to complete a Lapse Claim Form **online at www.CalPERSLTCClassAction.com with the UniqueID and PIN printed above** by no later than June 6, 2023. If you do not submit the Lapse Claim Form online by the deadline, you will receive nothing from the Settlement.

If you believe your categorization changed after December 31, 2022, please note that the Parties anticipate updating your categorization, as appropriate, before awards are finalized and distributed.

When the Settlement becomes final a check made payable to your legal name will be sent to the above listed address. If you want to change your address, please email Updates@CalPERSLTCClassAction.com.

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<Tracking Number>>

<<C>>

CALPERS LONG-TERM CARE INSURANCE CLASS ACTION

CATEGORY E CLAIM FORM

To submit your claim, you may go online and complete the Form with the Unique ID and PIN printed above, or return this form to the Settlement Administrator at the below address.

Wedding v. CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

YOUR ATTESTATION

I hereby acknowledge that I received the Settlement Package that includes the Class Notice, Award Letter, and this form. After considering this information I, _____, hereby declare under penalty of perjury that I let my CalPERS LTC Policy lapse as a result of the 85% premium increase that CalPERS announced in February 2013.

[Signature Line]

Signature

Date: [MM] [DD] - [YYYY]

[Print Name Line]

Print Name

Attachment 9

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<Tracking Number>>

<<C>>

CALPERS LONG-TERM CARE INSURANCE CLASS ACTION

NEW SETTLEMENT—CATEGORY F

Legal Name: <<First Last Name 1>>

CalPERS Policy Number: <<Policy Number>>

Current Address: << Address 1>> <<Address 2>>, <<City>>, <<ST>> <<ZIP>>

CalPERS’ records indicate that you may be the surviving heir of <<First Last Name 1>>. Its records also indicate that in February 2013, <<First Last Name 1>> had a Long-Term Care (“LTC”) Insurance Policy issued by CalPERS, and reduced benefits in response to a rate increase announced by CalPERS in February 2013. This means the Estate of <<First Last Name 1>> is in Category F under the New Settlement.

As described more fully in the Notice accompanying this Award Letter, the terms of the New Settlement between CalPERS and the Class provide that the estates of individuals who purchased CalPERS LTC Insurance Policies and reduced their benefits as a result of the rate increase announced in February 2013 are entitled to a return of 80% of any Additional Premiums paid as a result of CalPERS’ 85% premium increase, or \$2,000, whichever is greater.

CalPERS’ records show that after CalPERS raised <<First Last Name 1>>’s premiums, the amount of Additional Premiums paid as a result of the 85% premium increase through December 31, 2022, was <<\$Additional Premiums Paid>>. Thus, and considering the \$2,000 minimum payment, if the New Settlement is approved by the Court, <<First Last Name 1>>’s estate will receive:

<<\$Estimated Settlement Payment>>

If <<First Last Name 1>> paid Additional Premiums after December 31, 2022, the amount paid under the New Settlement will also incorporate 80% of these Additional Premium payments.

There is nothing that you need to do to receive this payment. A check will be sent to you for the foregoing amount when the New Settlement becomes final. If you want to change your address, please email Updates@CalPERSLTCClassAction.com.

Attachment 10

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<Tracking Number>>

<<C>>

CALPERS LONG-TERM CARE INSURANCE CLASS ACTION

NEW SETTLEMENT—CATEGORY G

Legal Name: <<First Last Name 1>>

CalPERS Policy Number: <<Policy Number>>

Current Address: << Address 1>> <<Address 2>>, <<City>>, <<ST>> <<ZIP>>

CalPERS’ records indicate that you may be the surviving heir of <<First Last Name 1>>. Its records also indicate that in February 2013, <<First Last Name 1>> had a Long-Term Care (“LTC”) Insurance Policy issued by CalPERS and paid Additional Premiums as a result of CalPERS implementation of the 85% premium increase (announced in 2013 but implemented in 2015-2016). This means the Estate of <<First Last Name 1>> is in Category G under the New Settlement.

As described more fully in the Notice accompanying this Award Letter, the terms of the New Settlement between CalPERS and the Class provide that the estates of individuals who purchased CalPERS LTC Insurance Policies, paid Additional Premiums as a result of the premium increase, and died before the Final Settlement Date are entitled to a refund equal to 80% of any Additional Premiums paid as a result of the 85% premium increase.

CalPERS’s records show that after CalPERS raised <<First Last Name 1>>’s premiums, the amount of Additional Premiums paid as a result of the 85% premium increase through December 31, 2022 was <<\$Additional Premiums Paid>>. Thus, if the New Settlement is approved by the Court, <<First Last Name 1>>’s estate will receive:

<<\$Estimated Settlement Payment>>

If <<First Last Name 1>>paid Additional Premiums after December 31, 2022, the amount paid under the New Settlement will also incorporate 80% of these Additional Premium payments.

There is nothing that you need to do to receive this payment. A check will be sent to you for the foregoing amount when the New Settlement becomes final. If you want to change your address, please email Updates@CalPERSLTCClassAction.com.

Attachment 11

Unique ID: <<Unique ID>> <<C>>
PIN: <<PIN>>
Tracking Number: <<Tracking Number>>

CALPERS LONG-TERM CARE INSURANCE CLASS ACTION

NEW SETTLEMENT—CATEGORY H

Legal Name: <<First Last Name 1>>

CalPERS Policy Number: <<Policy Number>>

Current Address: << Address 1>> <<Address 2>>, <<City>>, <<ST>> <<ZIP>>

CalPERS' records indicate that you paid the 85% rate increase announced by CalPERS in February 2013, went On Claim and exhausted all of your CalPERS LTC benefits. Under the New Settlement, you are entitled to receive 80% of all Additional Premiums you paid as a result of the 85% premium increase.

CalPERS' records show that from 2015 through December 2022 you paid <<\$Additional Premiums Paid>> in Additional Premiums for your insurance as a result of the 85% increase. Thus, should you remain in Category H as of the Final Settlement Date, the total amount you will receive from the New Settlement if you select this option will be no less than:

<<\$Estimated Settlement Payment>>

There is nothing that you need to do to receive this payment. A check will be sent to you for the foregoing amount if you remain in Category H when the New Settlement becomes final.

When the Settlement becomes final a check made payable to your legal name will be sent to the above listed address. If you want to change your address, please email Updates@CalPERSLTCClassAction.com.

Attachment 12

NOTICE OF PROPOSED SECOND CLASS ACTION SETTLEMENT

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

***HOLLY WEDDING, ET AL. V. CALIFORNIA PUBLIC EMPLOYEES
RETIREMENT SYSTEM, ET AL., CASE NO. BC517444***

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

IF YOU WERE A CALIFORNIA CITIZEN ON FEBRUARY 1, 2013 AND YOU PURCHASED A LONG-TERM CARE INSURANCE POLICY FROM CALPERS THAT INCLUDED AUTOMATIC INFLATION PROTECTION BENEFITS AND YOU WERE SUBJECTED TO THE 85% PREMIUM INCREASE ANNOUNCED BY CALPERS IN 2013 AND IMPLEMENTED IN 2015 AND 2016, YOU ARE ENTITLED TO PARTICIPATE IN A PROPOSED SECOND CLASS ACTION SETTLEMENT.

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

- In July 2021, the Parties in this case entered into a Prior Settlement Agreement (the “Prior Settlement”) and you received a notice that was sent to all Settlement Class Members. Unfortunately, because too many Class Members elected to opt out and keep their CalPERS policies, the Prior Settlement was terminated on April 20, 2022.
- However, a **new** proposed class action settlement (the “New Settlement” or “Second Settlement”) has been reached between Plaintiffs and class representatives Holly Wedding, Richard Lodyga and Eileen Lodyga (“Plaintiffs”), on behalf of themselves and the proposed Settlement Class, which is defined in response to Question 4, and Defendant California Public Employees Retirement System (“CalPERS”). This is a **new settlement** with **different terms** and conditions. Please read this Notice **carefully**.
- Because this is a new class action settlement with different options and remedies, you are required to **respond to this Settlement Notice**. Selections from the Prior Settlement will **not** be carried over to the New Settlement. You must respond to this Notice **even if** you responded to notice of the Prior Settlement.
- The New Settlement resolves a class action lawsuit for a subgroup of Class Members based on the claim that CalPERS breached the insurance contract between Plaintiffs and other individuals who purchased a Long-Term Care Policy (either LTC1 or LTC2) with automatic inflation protection benefits by raising premiums 85% for these Class Members. This increase was announced by CalPERS in 2013 and implemented in 2015 and 2016. CalPERS denies all liability to Settlement Class Members, asserts that it did not breach the terms of the contract of insurance, and has entered into the New Settlement solely for purposes of resolving this dispute.
- Please read this Notice carefully. However, if you still have questions after reading the Notice, you may contact the Settlement Administrator at 1-866-217-8056, visit the Settlement Website at www.CalPERSLTCClassAction.com or email the Settlement Administrator at info@CalPERSLTCClassAction.com.
- The New Settlement provides different benefits to Settlement Class Members depending on whether they are current policyholders who are not On Claim, current policyholders who are On Claim, or prior policyholders who allowed their CalPERS Long-Term Care (“LTC”) Policies to Lapse, exhausted their benefits, or died. The benefits provided by the New Settlement for each category are outlined below and will be provided to Settlement Class Members based on their Final Settlement Category on the Final Settlement Date, which is explained in response to Question 7 below.

NOTICE OF CLASS ACTION SETTLEMENT

FINAL SETTLEMENT CATEGORY	POTENTIAL AWARDS TO PARTICIPATING SETTLEMENT CLASS MEMBERS
<p>CATEGORY A. Participating Settlement Class Members who are Current Policyholders and who are not On Claim on the Final Settlement Date</p>	<p>Participating Settlement Class Members who, on the Final Settlement Date, are Current Policyholders and who are not On Claim shall have the following options:</p> <p>Option 1: Receive a refund equivalent to 80% of all premiums paid to CalPERS for their CalPERS LTC Policy from the inception of the policy through the Final Settlement Date, less any benefits paid under the CalPERS LTC Policy. Any Participating Settlement Class Member who elects Option 1 shall receive a minimum payment of no less than \$8,000. All Participating Settlement Class Members who select Option 1 shall Surrender their CalPERS LTC Policy upon payment of this refund.</p> <p>Option 2: Participating Settlement Class Members who elect Option 2 shall receive a \$1,000 cash payment and shall retain their Policies and all benefits due thereunder.</p> <p>Any Participating Settlement Class Member who does not make an election shall be deemed to have selected Option 2. IMPORTANT: Settlement Class Members in Settlement Category A must continue to make premium payments to CalPERS until the Settlement becomes Final in order to remain in Category A. If you cancel or otherwise let your Policy lapse before the Settlement becomes Final you will no longer be in Category A and will no longer be eligible to receive either of the options available to those in Category A.</p>
<p>CATEGORY B. Participating Settlement Class Members who are On Claim both on the Notice Date and the Final Settlement Date and who paid the Challenged Increase.</p>	<p>Participating Settlement Class Members who paid any part of the Challenged Increase and are On Claim both on the Notice Date and on the Final Settlement Date, shall have the following options:</p> <p>Option 1: Receive a refund equivalent to 80% of all premiums paid to CalPERS for their CalPERS LTC Policy from the inception of the policy through the Final Settlement Date, less any benefits paid under the CalPERS LTC Policy. Any Participating Settlement Class Member who elects Option 1 shall receive a minimum payment of no less than \$8,000. All Participating Settlement Class Members who select Option 1 shall Surrender their CalPERS LTC Policy upon payment of this refund.</p> <p>Option 2: Participating Settlement Class Members who elect Option 2 shall receive a \$1,000 cash payment and shall retain their Policies and all benefits due thereunder.</p> <p>Any Participating Settlement Class Member who does not make an election shall be deemed to have selected Option 2.</p>
<p>CATEGORY C. Participating Settlement Class Members who are On Claim both on the Notice Date and the Final Settlement Date and who reduced benefits as a result of the Challenged Increase.</p>	<p>Participating Settlement Class Members who are On Claim on both the Notice Date and the Final Settlement Date, but reduced their benefits as a result of the Challenged Increase before going On Claim, shall have the following options:</p> <p>Option 1: Receive a refund equivalent to 80% of all premiums paid to CalPERS for their CalPERS LTC Policy from the inception of the policy through the Final Settlement Date, less any benefits paid under the CalPERS LTC Policy. Any Participating Settlement Class Member who elects Option 1 shall receive a minimum payment of no less than \$8,000. All Participating Settlement Class Members who select Option 1 shall Surrender their CalPERS LTC Policy upon payment of this refund.</p> <p>Option 2: Participating Settlement Class Members who elect Option 2 shall receive a \$1,000 cash payment and shall retain their Policies and all benefits due thereunder.</p> <p>Any Participating Settlement Class Member who does not make an election shall be deemed to have selected Option 2.</p>

NOTICE OF CLASS ACTION SETTLEMENT

<p>CATEGORY D. Participating Settlement Class Members who let their CalPERS LTC Policy Lapse between February 1, 2013 and December 31, 2014.</p>	<p>Participating Settlement Class Members who let their CalPERS LTC Policy Lapse between February 1, 2013, and December 31, 2014, and who submit a Lapse Claim Form stating under penalty of perjury that they let their policy Lapse as a result of the Challenged Increase, shall receive a refund equivalent to 40% of all premiums paid to CalPERS for their CalPERS LTC Policy from the inception of their CalPERS LTC Policy through the date their CalPERS LTC Policy Lapsed, less any amounts paid in benefits under their CalPERS LTC Policy.</p>
<p>CATEGORY E. Participating Settlement Class Members who let their CalPERS LTC Policy Lapse between January 1, 2015 and the Final Settlement Date.</p>	<p>Participating Settlement Class Members who let their CalPERS LTC Policy Lapse between January 1, 2015, and the Final Settlement Date, and who submit a Lapse Claim Form stating under penalty of perjury that they let their CalPERS LTC Policy Lapse as a result of the Challenged Increase, will receive 80% of all Additional Premiums paid, or \$2,000, whichever is greater.</p>
<p>CATEGORY F. Participating Settlement Class Members who passed away after February 1, 2013 and before the Final Settlement Date, and who reduced benefits as a result of the Challenged Increase.</p>	<p>The estates of Participating Settlement Class Members who (1) died after February 1, 2013, and before the Final Settlement Date, (2) were Current Policyholders or were On Claim at the time of their death, and (3) reduced their benefits as a result of the Challenged Increase, shall receive 80% of all Additional Premiums paid or, \$2,000, whichever is greater.</p>
<p>CATEGORY G. Participating Settlement Class Members who passed away after February 1, 2013 and before the Final Settlement Date, and who paid the Challenged Increase and never reduced benefits in response to the Challenged Increase.</p>	<p>The estates of Participating Settlement Class Members who (1) died after February 1, 2013, and before the Final Settlement Date, (2) were Current Policyholders or were On Claim at the time of their death, (3) paid the Challenged Increase, and (4) never reduced their benefits as a result of the Challenged Increase, shall receive 80% of all Additional Premiums paid.</p>
<p>CATEGORY H. Participating Settlement Class Members who paid the Challenged Increase, went On Claim, and exhausted their benefits before the Final Settlement Date.</p>	<p>Participating Settlement Class Members who paid the Challenged Increase, who went On Claim at any time before the Final Settlement Date, and exhausted their benefits before the Final Settlement Date, shall receive a refund of 80% of all Additional Premiums paid.</p>
<p>CATEGORY I. Participating Settlement Class Members who are Current Policyholders who were not On Claim as of the Notice Date but are On Claim as of the Final Settlement Date.</p>	<p>Participating Settlement Class Members who are Current Policyholders, who were not On Claim as of the Notice Date, but are On Claim as of the Final Settlement Date, shall receive a Late Election Form giving them the following options:</p> <p>Option 1: Receive a refund equivalent to 80% of all premiums paid to CalPERS for their CalPERS LTC Policy from the inception of the policy through the Final Settlement Date, less any benefits paid under the CalPERS LTC Policy. Any Participating Settlement Class Member who elects Option 1 shall receive a minimum payment of no less than \$8,000. All Participating Settlement Class Members who select Option 1 shall Surrender their CalPERS LTC Policy upon payment of this refund.</p> <p>Option 2: Participating Settlement Class Members who elect Option 2 shall receive a cash payment of \$1,000 and shall retain their Policies and all benefits due thereunder.</p> <p>Any Participating Settlement Class Members who do not submit a Late Election Form shall be deemed to have selected Option 2.</p>

The enclosed Individual Award Letter identifies the Initial Settlement Category that you fall into and the amount of the benefits that you will be entitled to receive from the New Settlement if you are still in that Settlement Category when the New Settlement becomes Final and you use no additional benefits under your Policy.

NOTICE OF CLASS ACTION SETTLEMENT

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE NEW SETTLEMENT

<p>IF YOU ARE IN “CATEGORY A, B or C,” COMPLETE THE ELECTION FORM BY JULY 21, 2023, STATING WHETHER YOU WANT EITHER OPTION 1 - A REFUND OF 80% OF ALL PREMIUMS PAID TO CALPERS IN EXCHANGE FOR GIVING UP YOUR POLICY OR OPTION 2 - RETAIN YOUR POLICY AND RECEIVE \$1,000 CASH PAYMENT</p>	<p>Subject to the Court’s final approval of the terms of the New Settlement, you will be entitled to receive a refund of 80% of all premiums paid to CalPERS for your LTC Policy from its inception through the Final Settlement Date (less any benefits paid).</p> <p>In exchange for this refund, you will give up your Claims in this case within the scope of the release set forth below, and you will give up your CalPERS LTC Policy. By giving up your CalPERS LTC Policy, you will not be entitled to any of the benefits of your CalPERS LTC insurance going forward.</p> <p>OR, you can retain your CalPERS LTC Insurance Policy and receive \$1,000. Additionally, if you elect this option, your current premium rate cannot be increased prior to November 1, 2024. If you are a “Category A, B or C” Class Member and do not respond to this Notice then you will be deemed to have selected Option 2 to retain your CalPERS LTC Insurance Policy and receive the \$1,000 cash payment and the benefit of the temporary premium freeze.</p> <p>Importantly, to receive either of the two options under Category A you MUST be a Current Policyholder—and continue paying premiums—until the New Settlement becomes final and effective. Your right to receive the benefits is dependent on the status of your LTC Policy on the Final Settlement Date, which is the date that the Settlement becomes final and effective. This is described further in response to Question 7 below.</p>
<p>IF YOU ARE IN “CATEGORY D” OR “CATEGORY E,” YOU MUST SUBMIT A LAPSE CLAIM FORM</p>	<p>In order to receive your Settlement award, you must submit a Lapse Claim Form by July 21, 2023. If you do not complete a Lapse Claim Form electronically, you will <u>NOT</u> receive any benefits from the New Settlement.</p>
<p>FOR SETTLEMENT CLASS MEMBERS IN ALL CATEGORIES, YOU CAN EXCLUDE YOURSELF FROM THE NEW SETTLEMENT</p>	<p>If you submit a Request for Exclusion, which must be postmarked by July 21, 2023, you will <u>NOT</u> receive any Settlement payment and will not release any Claims you may have against CalPERS. You will then need to retain your own attorney if you wish to pursue those Claims.</p>
<p>FOR SETTLEMENT CLASS MEMBERS IN ALL CATEGORIES, YOU CAN OBJECT</p>	<p>If you wish to object to the New Settlement, you must submit a written objection, and supporting papers, to the Settlement Administrator that is postmarked no later than July 21, 2023. You may not request exclusion and also object to the New Settlement.</p>

- Your rights and options as a Settlement Class Member—and how to exercise them—are explained in more detail in this Notice.
- The Court still has to decide whether to grant final approval of the New Settlement. Settlement payments will only be issued if the Court grants final approval of the New Settlement and the New Settlement becomes final and effective.
- **Settlement Class Members who fall into “Settlement Category A” must be Current Policyholders—and continue to pay their premiums—until the date on which the New Settlement is final and effective to be eligible to receive a refund or to receive the \$1,000 cash payment and the benefit of the temporary freeze on premium increases.**
- Additional information regarding the New Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this Notice.

DEADLINES

Settlement Class Members who are current CalPERS LTC policyholders (Category A-C):

Submit the Election Form (postmarked)

July 21, 2023

NOTICE OF CLASS ACTION SETTLEMENT

Class Members who let their CalPERS LTC Policies Lapse (Categories D and E):

Submit the Lapse Form (postmarked)

July 21, 2023

All Class Members:

Exclude yourself from the Settlement (postmarked)

July 21, 2023

File an Objection to the Settlement (postmarked)

July 21, 2023

BASIC INFORMATION

1. Why did I get this notice?

Defendant's records show that you were a California citizen in February 2013, that you hold or held an LTC Policy issued by CalPERS that included automatic inflation protection benefits, and that you were subject to an 85% premium increase announced by CalPERS in 2013. This Notice explains the Action, the New Settlement, and your legal rights.

The lawsuit is known as *Holly Wedding, et al. v. California Public Employees' Retirement Fund*, and is pending in the Superior Court of California for the County of Los Angeles, Case No. BC517444 (the "Action"). Holly Wedding, Richard Lodyga and Eileen Lodyga are the Plaintiffs and Class Representatives, and they sued CalPERS and others, who are called the Defendants.

2. What is the Action about?

In 1995, CalPERS began selling LTC policies to Class Members. In February 2013, CalPERS announced it was increasing the premiums for certain policies sold between 1995 and 2004 by 85% and that these rate increases would be implemented in 2015 and 2016. The lawsuit generally alleges that it was improper for CalPERS to impose this 85% rate increase. CalPERS denies that it did anything improper and denies that anything it may have done caused injuries to the Class.

3. Why is this lawsuit a class action?

In a class action, one or more people called the "Plaintiff(s)" sue on behalf of people who have similar alleged claims. All of these people are a "class" or "class members." The Court resolves the issues for all class members, except for those who exclude themselves from the class. On January 28, 2016, the Honorable Jane Johnson issued an order certifying a class in this case. Thereafter, on March 10, 2023, the Honorable William F. Highberger issued an Order conditionally certifying this Settlement Class for purposes of this New Settlement only.

4. Who is in the Settlement Class?

"Settlement Class Members" or the "Settlement Class" means all persons who meet all of the following three criteria: (1) were citizens of California in February 2013; (2) purchased an LTC Policy from CalPERS during the period 1995 to 2004 that included automatic inflation protection benefits; and (3) were subjected to the 85% premium increase announced by CalPERS in 2013 and implemented in 2015 and 2016. Policyholders who converted their policies to LTC3 policies prior to the implementation of the Challenged Increase are not included in the Settlement Class, even if the conversion occurred after the 85% rate increase was approved by the CalPERS Board in October 2012. The Settlement Class does not include those individuals who opted out of the Class certified by the Court on January 28, 2016. To be clear, if you opted out of the Prior Settlement in 2021, that opt out is no longer operative, and you are still a Settlement Class Member in the New Settlement, unless you choose to opt out again by submitting a valid Request for Exclusion.

5. Why didn't the Prior Settlement go forward?

The Prior Settlement included a provision that if more than 10% of the prior Settlement Class excluded themselves from the Prior Settlement, the Prior Settlement could be terminated. More than 30% of the prior Settlement Class requested exclusion and the Prior Settlement was terminated.

NOTICE OF CLASS ACTION SETTLEMENT

6. Why is there a New Settlement?

After the Prior Settlement was terminated, Class Counsel and CalPERS immediately began negotiations to see if a new settlement could be reached, while at the same time preparing to bring this case to trial. Class Counsel requested a trial date on the earliest possible date that could be scheduled. The Court set the trial for May 15, 2023.

In February 2023, after all expert discovery was done, Plaintiffs and CalPERS reached agreement on the New Settlement.

The New Settlement allows Settlement Class Members who want to exit the program and give up their policies to receive an 80% premium refund, or, for those who wish to retain their policies, the option of receiving \$1,000 cash payments as well as a moratorium on premium increases prior to November 1, 2024. The New Settlement will also provide benefits to those who lapsed or died. The New Settlement balances the interests of all Settlement Class Members by providing significant benefits to those who wish to leave (or have left) the program while at the same time ensuring that the CalPERS LTC program is able to meet its ongoing and future financial obligations.

Plaintiffs and their lawyers think the New Settlement achieves the above goals and is in the best interests of all Settlement Class Members.

THE NEW SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the New Settlement provide?

Under the terms of the New Settlement, Defendant will pay into a Qualified Settlement Fund (“QSF”), maintained by the Settlement Administrator, an amount that is equal to benefits payable to all Settlement Class Members who are eligible to receive 80% refunds or other cash payments based on the categories described above. If there are no requests for exclusion from the Settlement Class and the Settlement Class Members make the same decisions that they made as to the Prior Settlement, the total amount to be paid by CalPERS to Class Members is estimated by Plaintiffs’ experts to be \$740 million. CalPERS will also pay up to \$80 million in total for attorneys’ fees and expenses, Settlement Administration costs, and Service Awards for the named Plaintiffs.

Enclosed with this Notice is an Individual Award Letter which identifies your Initial Settlement Category and the amount that you are entitled to receive under the New Settlement, calculated as of December 31, 2022. That amount may decrease if your Initial Settlement Category changes or if you use any benefits under your CalPERS policy prior to the Final Settlement Date. If your policyholder status does change, your final award will be based on your Final Settlement Category on the Final Settlement Date.

For those Settlement Class Members who are in Categories A, B or C, the amount of the potential premium refund listed in your Award Letter reflects 80% of all premiums you have paid for your CalPERS LTC Policy up to December 31, 2022, less any benefits paid.

If you remain in Category A as of the Final Settlement Date, you do not use any benefits under your policy, and you choose to receive a premium refund in exchange for giving up your CalPERS LTC policy, you will also receive 80% of all additional premiums you pay after December 31, 2022, so the amount in your Award Letter may increase upon final approval of the New Settlement.

Once the New Settlement becomes Final as defined below, it is **estimated** that Settlement payments to Settlement Class Members, as well as the service award to Plaintiffs, and payment to Class Counsel for Court-awarded attorneys’ fees and expenses will be made within 105 calendar days following the date that the Settlement becomes Final. “Final” will mean the latest of the following dates, as applicable: (i) expiration of all potential appeal periods without a filing of a notice of appeal of the final approval order or judgment; or (ii) final affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s), or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the final approval order and judgment is no longer subject to further judicial review.

Following distribution of the individual Settlement payments, any uncashed checks issued to Settlement Class Members will be sent to the California State Controller’s Unclaimed Money Fund and will include information required by the State Controller to identify the beneficiary of the funds. Any other funds remaining in the QSF will be distributed to a cy pres recipient (a charitable organization) approved by the Court.

8. What am I giving up in exchange for the Settlement benefits?

Under the terms of the New Settlement, all Settlement Class Members will release CalPERS, and all of its respective current, former, and future parents, subsidiaries, predecessors and successors, and affiliated entities, and each of their respective officers, directors, employees, partners, shareholders, and agents, and any other successors, assigns, or legal representatives from any and all breach of contract Claims, rights, demands, liabilities, and/or causes of action of every nature and description, whether known or unknown, arising from or related to the 85% premium increase announced in 2013, including, without limitation, statutory, constitutional, contractual, and/or common law Claims.

For Settlement Class Members in Categories A, B or C, if you elect a premium refund, you will also be required to Surrender your CalPERS LTC Policy and will not be entitled to any benefits from that policy in the future.

9. Is there a chance the New Settlement may not go forward?

Yes. Like the Prior Settlement, under the terms of the New Settlement, CalPERS has the option to terminate the Settlement. CalPERS may exercise this option if more than 1% of Class Members exclude themselves from the New Settlement. Also, there is a possibility that the Court may not grant Final Approval of the New Settlement. If either of these events occurs, the litigation against CalPERS will continue.

Because there is the possibility that the New Settlement may not go forward, it is critical that you make any decisions concerning your LTC Insurance as if there was no New Settlement.

HOW TO GET A SETTLEMENT PAYMENT

10. How do I get a Settlement payment?

Subject to the Court's final approval of the terms of the New Settlement, your submission of the required information, and the New Settlement becoming final and effective, any Settlement payment you are entitled to under the Settlement Agreement will automatically be mailed to you at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator). In exchange for this Settlement payment, you will give up your Claims in this case.

11. When will I get my check?

Checks will be mailed to eligible Settlement Class Members only after the Court grants "final approval" of the New Settlement and the New Settlement becomes final and effective. If the Court approves the New Settlement after a hearing on July 26, 2023 (see "The Court's Final Approval Hearing" below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient. If there is an appeal, the Settlement website will be updated. If there is no appeal, then the New Settlement will become final and effective 60 days after final approval. Plaintiffs' counsel estimates that checks will be mailed to eligible class members within 105 days after the New Settlement becomes final and effective.

Please also be advised that you will only have 90 days from the date that the checks are issued to cash the check. If you do not cash your check within 90 days of the date of its issuance, your individual Settlement check will be voided. You will be permitted to request the reissuance of the check from the Settlement Administrator for a period of up to 90 days thereafter. And if your Settlement funds are ultimately sent to the State Controller's Unclaimed Property Fund, you will be entitled to seek to obtain the funds from the State Controller.

EXCLUDING YOURSELF FROM THE NEW SETTLEMENT

12. How do I exclude myself or "opt out" of the New Settlement?

If you do not wish to participate in the New Settlement ("opt out"), you must complete and send a timely written Request for Exclusion that is dated and sets forth your name and address and expressly states that you wish to be excluded from the Settlement Class. A Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **July 21, 2023** to the following:

Wedding v CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the above-specified deadline will be bound by all terms of the New Settlement and any final judgment entered in the Action if the New Settlement is approved by the Court.

13. If I exclude myself, can I get anything from the New Settlement?

No. If you exclude yourself then you will not get anything from the New Settlement and you will not be bound by the New Settlement. You will not get a Settlement payment and will not be entitled to the temporary freeze on premium increases. If you are a Current Policyholder, you will retain all of the benefits of your CalPERS LTC Policy provided you continue to pay premiums to CalPERS. If you exclude yourself and wish to proceed with litigation against CalPERS, then you will need to retain your own attorney to pursue litigation against CalPERS.

14. If I don't exclude myself from the New Settlement, can I sue later?

No. Unless you exclude yourself from the New Settlement, you give up the right to sue the Defendant for the Claims in this lawsuit. You must exclude yourself from the Settlement Class to start or continue your own lawsuit with your own lawyer.

15. If I Excluded myself from the Prior Settlement, does that mean that I am excluded from the New Settlement?

No. Any decision you made with respect to the Prior Settlement does not affect the New Settlement. You must now decide what you wish to do with respect to the New Settlement.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Settlement Class:

Michael J. Bidart
mbidart@shernoff.com
SHERNOFF BIDART ECHEVERRIA LLP
600 South Indian Hill Boulevard
Claremont, California 91711

Gretchen M. Nelson, Esq.
gnelson@nflawfirm.com
NELSON & FRAENKEL LLP
601 So. Figueroa, Ste. 2050
Los Angeles, California 90017

Gregory L. Bentley
gbentley@bentleymore.com
BENTLEY & MORE, LLP
4931 Birch Street
Newport Beach, California 92660

Stuart C. Talley
stuart@ktblegal.com
KERSHAW TALLEY BARLOW PC
401 Watt Avenue
Sacramento, CA 95864

17. How will the costs of the lawsuit and the Settlement be paid?

In addition to the refunds and other relief provided to Class Members, as part of the New Settlement, CalPERS has also agreed to separately pay no more than \$80 million which will be used to pay Class Counsel's Attorneys' Fees, unreimbursed litigation expenses incurred by Class Counsel that are no more than \$2.5 million, and Settlement Administration costs for both the Prior Settlement and this Settlement which are estimated to be \$5 million and Service Awards for the Plaintiffs.

A request will be made to the Court for approval of a total amount not to exceed \$85,000 for Service Awards, which will also be paid from the award of fees and costs. This payment is for the service Plaintiffs have provided to the Class in bringing this lawsuit and for taking on the risk of litigation, and for the extensive assistance they provided throughout the course of the Action.

NOTICE OF CLASS ACTION SETTLEMENT

The Court may award less than the amount requested for Service Awards and it may award less in attorneys' fees and expenses.

Importantly, under no circumstances will the amounts awarded for attorneys' fees and costs or the Service Awards or Settlement Administration costs reduce the payments to be made to Settlement Class Members under the New Settlement.

OBJECTING TO THE NEW SETTLEMENT

18. How do I object to the New Settlement?

Any Settlement Class Member may object to the proposed New Settlement, or any portion thereof, by mailing a written objection, and supporting papers, to the Settlement Administrator at the following address by regular U.S. Mail postmarked no later than **July 21, 2023**.

Wedding v CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

A written objection must contain: (1) the case name and number for this Action, (2) the full name of the objecting Settlement Class Member, (3) the Settlement Class Member's LTC policy number, (4) the basis for the objection, (5) if the Settlement Class Member intends to appear at the Final Approval Hearing (see response to Questions 20 and 21 below), and (6) the identity of the Settlement Class Member's counsel, if any. If a Settlement Class Member wishes to appear at the Court's Final Approval Hearing and orally present his or her objection to the Court, the objector's written statement should include the objector's statement of intent to appear at the Court's Final Approval Hearing. **Notwithstanding, in the discretion of the Court, the objection of any Settlement Class Member, or person purporting to object on behalf of any Settlement Class Member, may be received or considered by the Court at the Final Approval Hearing, regardless of whether a written notice of objection is filed or delivered to the Parties.** Any Settlement Class Member who submits an objection remains eligible to receive monetary compensation from the New Settlement. If you timely submit a request for exclusion from the New Settlement you may not submit an objection to the New Settlement. If the Court overrules any objections and grants final approval of the New Settlement, any Settlement Class Member who submitted an objection but did not submit a timely and valid Request for Exclusion will be bound by the Release set forth in Question 8 above.

19. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the New Settlement. If you object, you are still a part of the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the New Settlement. You may attend and you may ask to speak at the Final Approval Hearing, but you don't have to. **If you intend to appear at the Final Approval Hearing it is important to visit the Los Angeles County Superior Court website at www.lacourt.org to determine whether there are any social distancing or Covid-19 related guidelines for in-person court appearances.**

20. When and where will the Court decide whether to approve the New Settlement?

The Court will hold a "Final Approval Hearing" on July 26, 2023 at 11:00 a.m., in **Department 10** at the Superior Court of California for the County of Los Angeles, located at **312 N. Spring St., Los Angeles, 90012**. The hearing may be moved to a different date and/or time without additional notice but any change of date or time will be posted on the Settlement website at www.CalPERSLTCClassAction.com. At this hearing, the Court will consider whether the New Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel for their fees and costs, and the amount in Service Awards for Plaintiffs. After the hearing, the Court will decide whether to approve the New Settlement. It is unknown how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you have mailed your written objection on time, the Court will consider it. You may also pay (at your own expense) another lawyer to attend for you, but it is not required.

22. May I speak at the hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you should include in your written objection that you intend to appear at the Final Approval Hearing. Notwithstanding, in the discretion of the Court, the objection of any Settlement Class Member who has not requested exclusion, or person purporting to object on behalf of any Settlement Class Member, may be received or considered by the Court at the Final Approval Hearing, regardless of whether a written notice of objection is mailed to the Settlement Administrator.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing and you are in Categories A, B, C, F, G, H, or I, you will receive the benefits provided for in the New Settlement in accordance with your Final Settlement Category as described above, and you will be bound by the release of Claims, subject to the Court's final approval of the terms of the New Settlement. If you are in Categories A, B, C, or I and do nothing, it will be presumed that you have selected Option 2 (keeping your LTC policy and receiving the \$1,000 payment) for each of those Categories. If you are in Category D or E, you must return your Lapse Claim Form to receive any benefits of the New Settlement.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the New Settlement. More details are in the Second Settlement Agreement and filings made before the Court. Such documents are accessible via a website at: www.CalPERSLTCCClassAction.com. You may also contact Class Counsel or the Settlement Administrator for more information.

Do not contact the Court, CalPERS or LTC regarding this Notice or the New Settlement.

Attachment 13

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<Tracking Number>>

<<C>>



**CalPERS Long-Term Care Class Action
Letter From Plaintiffs and Class Counsel
Regarding New Settlement**

Legal Name: <<First Last Name 1>>

CalPERS Policy Number: <<Policy Number>>

Current Address: << Address 1>> <<Address 2>>, <<City>>, <<ST>> <<ZIP>>

Dear <<First Last Name 1>>,

This letter is to inform you of a Proposed New Settlement in the matter of *Wedding, et al. v. California Public Employees' Retirement System, et al.*

CalPERS has determined that you should be included in the class or you should be re-categorized from the previous category assigned. Please review the enclosed notice materials and if you have an election to make, please return your election by mail on or before July, 21, 2023. No action is required to receive benefits in Category F.

A. Overview

This class-action lawsuit was filed in August 2013. It alleges that the 85% premium increase that CalPERS announced in February 2013, and implemented in 2015-2016, was not permitted under the terms of the Long-Term Care ("LTC") Insurance contracts between CalPERS and Class Members. You are a member of the Class in this case because you purchased an LTC Insurance contract from CalPERS with "automatic inflation protection benefits" and were subjected to this 85% rate increase.

As you may recall, in July 2021 you received notice of a settlement that had previously been reached by the Parties in this case (the "Prior Settlement"). Unfortunately, the Prior Settlement never became effective and was terminated by agreement in April 2022.

Nevertheless, the Parties continued to explore settlement options and on February 27, 2023, the Parties reached agreement on a new settlement (the "New Settlement"). The following documents containing details about the New Settlement are enclosed with this letter:

- Notice of Class Action Settlement
- Individual Award Letter

Importantly, this is a new settlement with new terms and relief for the Settlement Class. The New Settlement will affect your rights unless you ask to be excluded from the Settlement. Also, there are strict time limits described in the Notice and the accompanying materials.

Therefore, please read the enclosed documents carefully and immediately. These documents will set forth how much you will receive under the New Settlement and will explain why the Plaintiffs and Class Counsel are recommending the New Settlement.

B. What Happened to the Prior Settlement?

The Parties in this case previously agreed to a settlement in July 2021. Under this Prior Settlement, Class Members who elected to participate in the Settlement could receive a full premium refund in exchange for surrendering their policy, or have their refund applied to a potential replacement policy. Two highly experienced insurance brokerages were tasked with securing this replacement policy.

However, if Class Members wanted to retain their CalPERS LTC policies, they had to opt out of the Prior Settlement and were not entitled to receive any benefits from the Prior Settlement. The Prior Settlement contained a provision that allowed the Settlement to be terminated if more than 10% of the Class elected to exclude themselves and retain their CalPERS LTC policies.

After approaching 90 insurance companies, the insurance brokerages working with Class Counsel were not able to secure a viable replacement policy. And, after notifying the Settlement Class Members who had chosen this option that a replacement policy could not be secured, approximately 30% of the Settlement Class elected to exclude themselves from the Settlement in order to retain their CalPERS LTC policies. Because so many class members elected to keep their CalPERS policies, the Prior Settlement was terminated by mutual agreement on April 20, 2022.

C. What are the Terms of the New Settlement?

After the Prior Settlement was terminated, the Parties worked diligently to reach a settlement that would (1) provide substantial refunds to Class Members who want to exit the CalPERS LTC Program; (2) provide benefits to Class Members who want to keep their CalPERS LTC policies, instead of requiring them to opt out of the Settlement; and (3) achieve these objectives while preserving the CalPERS LTC Program's ability to meet its financial obligations to pay benefits to its policyholders.

Consistent with these goals, the terms of the New Settlement incorporate many of the terms of the Prior Settlement, but are different in three important ways.

First, Class Members do **not** need to opt out of the New Settlement if they want to retain their CalPERS LTC policies. If you are a Current Policyholder and want to keep your CalPERS LTC policy, you will be included in the New Settlement and will automatically receive \$1,000. In addition, CalPERS has agreed under the New Settlement not to impose any new premium increases on Settlement Class Members prior to November 1, 2024.

Second, if you are a Current Policyholder and want to receive a premium refund in exchange for surrendering your policy, the refund will be 80% of all the premiums you have paid into the CalPERS LTC Program (less benefits received) from the inception of your policy until the New Settlement becomes final.

Third, Class Members who are "On Claim" (meaning they are currently receiving benefits or have applied for and may receive benefits under their policy prior to the New Settlement becoming final), will also have the option of cancelling their policy and receiving an 80% premium refund (less benefits received) or keeping their policy in exchange for a cash payment of \$1,000. Class Members who let their policies Lapse, exhausted their benefits, or who passed away before going On Claim will receive certain cash benefits which are outlined in the Notice on pages 2 and 3.

As with the Prior Settlement, Current Policyholders paying premiums **must** continue to pay their premiums until the New Settlement becomes final to remain eligible for the 80 percent refund of premiums or \$1,000 cash payment. If a policyholder stops paying their premiums before the New Settlement becomes final, then they will not obtain the same benefits of the New Settlement.

D. What Will I Receive Under the New Settlement?

Your Class Member category and details about your estimated award under the New Settlement are set forth in the enclosed Award Letter. Class Members fall into two main categories: (1) Current Policyholders who are paying premiums; and (2) those who are On Claim. Other categories include policyholders who let their policies Lapse, policyholders who have exhausted their benefits, and those who have died.

The information in the Award Letter was based on your policyholder status as of December 31, 2022. But your final Class Member category and the award you receive will be determined at the time the New Settlement becomes final. If your Class Member category does not change between December 31, 2022, and the date the New Settlement becomes final, then you will receive the relief identified in the Award Letter (the amount for those requesting a premium refund may be higher because you will have paid Additional Premiums after December 31, 2022). Please read this form and the enclosed Notice carefully.

E. Why is Class Counsel Recommending the New Settlement?

There are several reasons why Class Counsel is recommending this New Settlement, even though many Class Members will receive less as compared to the Prior Settlement.

First, the CalPERS LTC Program was set up as a “closed fund.” This means that there are only two sources of revenue for the Program: the premiums paid by policyholders and the earnings generated from investments made by the Program. One of the main concerns in moving forward with a trial is that if Class Counsel succeeds and obtains a large verdict and judgment against CalPERS, this could significantly impact the ability of the Program to pay the benefits of Class Members who retain their policies and other Current Policyholders. The New Settlement is therefore designed both to provide benefits to Class Members while at the same time ensuring the long-term viability of the Program to pay ongoing and future Claims costs.

Second, the termination of the Prior Settlement demonstrated that many Class Members want to keep their CalPERS LTC policies. The New Settlement therefore allows Class Members to receive some relief without forcing them to Surrender their policies. Individuals desiring to stay with the Program will receive two significant benefits— a cash payment to offset higher premium costs *and* a rate freeze that ensures CalPERS will not implement any new premium increases until at least November 1, 2024.

Third, the ability to cancel your CalPERS policy and receive an 80% refund of all premiums paid (less benefits received) for insurance coverage that many Class Members have had for more than 20 years is a substantial benefit that would not otherwise be available. Many Class Members have informed us they are tired of rate increases or benefit reductions and have lost faith in CalPERS’ ability to properly manage this Program. However, because these Class Members have invested many thousands of dollars in premiums, they feel compelled to continue with the Program. This New Settlement provides those Class Members with a feasible path out of the Program. Without the New Settlement, Class Members who want to leave the Program would not receive a refund of any premiums.

Indeed, the 80% premium refund (less benefits received) provided by the New Settlement is better than options provided to policyholders by other commercial carriers who provide LTC Insurance and have instituted premium increases. As you may know, the problems that have plagued the CalPERS LTC Program over the years are not unique. Since LTC Insurance became popular 25 years ago, almost every commercial LTC Insurance provider in the country has either withdrawn from the market entirely and/or had to impose premium increases. Class Counsel is aware of another LTC insurer that—as recently as last year—was implementing an 80% rate increase but was offering policyholders a “Cash Buyout” option that would only refund roughly 20% of premiums paid.

We are frustrated that the premium refund is 80%, instead of the 100% agreed to by CalPERS in the Prior Settlement. However, that reduction is a result of changes in the LTC Fund’s financial condition coupled with CalPERS’ need to ensure that it can meet its ongoing obligations to those who retain their LTC policies. We are equally frustrated with the amount to be paid to those who retain their policies. But this amount is all that CalPERS believes it can afford. If CalPERS were paying more in premium refunds and payments to those retaining their policies, then that could jeopardize its ability to continue paying benefits to its policyholders.

Fourth, time is of the essence in getting relief to Class Members. If this litigation continues, Class Counsel has serious concerns that *thousands* of additional Class Members will pass away and will not personally realize any of the benefits from any potential future verdict and judgment. The average age of the Class is now 76, and since this litigation was initiated nearly a decade ago more than 14,846 Class Members have died. Moreover, even if the Class prevails at trial, CalPERS will undoubtedly appeal. This process could take another 2-4 years and Plaintiffs’ actuaries estimate that an additional 9,000 Class Members will die during this time.


Finally, as with any litigation, there is always a chance that the Class could lose at trial (or on appeal). In this lawsuit, Plaintiffs and the Class assert that CalPERS could not implement a premium increase if the increase was caused by or as a result of Class Member’s “automatic inflation protection benefits.” However, CalPERS and its experts intend to present evidence at trial that the 85% rate increase was *not* related to automatic inflation protection benefits, and that the *primary* reason for the 85% premium increase was a change in CalPERS’ expected investment earnings. CalPERS will also argue that a rate increase of 80.1% would have been necessary if it had not implemented the challenged 85% rate increase; that Class Members who reduced their benefits in response to the 85% increase did not suffer any damage because, among other things, they paid lower premiums; and that Class Members who reduced benefits are not entitled to any recovery until they go On Claim and are denied benefits that they would have otherwise received prior to reducing benefits. If a jury (or appellate court) accepted any of these arguments, then Class Members would receive nothing or virtually nothing.

F. Where can I obtain additional information about the New Settlement?


If you have questions about the New Settlement that are not answered in the enclosed documents, you will find additional information on the Settlement website at www.CalPERSLTCCClassAction.com. If your questions are still not answered, you can call 1-866-217-8056.

Please do not contact CalPERS or LTCG about the Settlement, as they will be unable to provide you with additional information.


Michael Bidart


Stuart Talley


Gretchen Nelson


Gregory L. Bentley


Eileen Lodyga


Richard Lodyga


Holly Wedding

Attachment 14

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<Tracking Number>>

<<C>>

CALPERS LONG-TERM CARE INSURANCE CLASS ACTION**NEW SETTLEMENT—CATEGORY A**

Legal Name: <<First Last Name 1>>

CalPERS Policy Number: <<Policy Number>>

Current Address: << Address 1>> <<Address 2>>, <<City>>, <<ST>> <<ZIP>>

CalPERS' records indicate that you are a current Long-Term Care ("LTC") Insurance policyholder. This means that you are currently paying premiums to CalPERS for LTC Insurance and are not currently receiving benefits under your Policy. Under the New Settlement, this would put you into "Category A." As a Category A Class Member, you have two award options to consider under the New Settlement.

IT IS IMPORTANT TO UNDERSTAND THAT BECAUSE THIS IS A NEW SETTLEMENT, YOU MUST MAKE A NEW ELECTION AND ANY PREVIOUS ELECTIONS YOU SUBMITTED IN RESPONSE TO THE PRIOR SETTLEMENT WILL NOT BE APPLICABLE TO THE NEW SETTLEMENT. IF YOU DO NOT MAKE AN ELECTION, IT WILL BE PRESUMED THAT YOU ARE SELECTING OPTION 2 AND WILL RETAIN YOUR POLICY.

Option 1: Receive an 80% Refund of Premiums Paid (Less LTC Benefits Previously Received) and Surrender Your CalPERS LTC Policy.

If you select Option 1, you will receive a refund equal to 80% of all premiums paid from your Policy's inception through the date the New Settlement becomes final (less any amounts paid in benefits under your Policy) but in no event will you receive less than \$8,000. In exchange for this payment, you will Surrender your CalPERS LTC Policy and you will no longer be entitled to any benefits from the policy.

CalPERS's records show that from the inception of your Policy through December 31, 2022, you paid <<\$Premium Paid to Date>> in premiums for your insurance and <<received <<\$benefits>> in benefits>> <<received no benefits>>. Thus, should you remain in Category A as of the Final Settlement Date and use no additional benefits under your Policy, the total amount you will receive from the New Settlement if it is approved by the Court will be no less than:

<<\$Estimated Settlement Payment>>

Importantly, if you remain a current policyholder and you do not go On Claim, this amount will increase to include 80% of any additional premiums you pay between December 31, 2022, and the date the New Settlement becomes final. Also, please be assured that if you select a premium refund but go On Claim before the New Settlement becomes final, you will have the right to rescind this selection. That is, you will have the option to change your selection to opt for retaining your Policy and receiving a \$1,000 cash payment.

Also, it is important to recognize that there is a possibility that the New Settlement may not become final for several months or may not be approved. Therefore, if you want to remain in Category A and remain eligible to receive a premium refund, it is important that you continue paying premiums until the New Settlement is final. You will be notified when you can stop paying premiums on your CalPERS LTC Policy.

Option 2: Keep Your CalPERS LTC Policy and Receive a \$1,000 Cash Payment

If you select Option 2, you will receive a cash payment of \$1,000. Additionally, you will receive the benefit of CalPERS' agreement not to implement any premium increases on your policy prior to November 1, 2024.

MAIL
ID

0000PLACEHOLDER000

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<Tracking Number>>

<<C>>

To make your election, return the enclosed claim form. **If you do not submit the Form and do not opt out of the New Settlement by July 21, 2023, you will be deemed to have selected Option 2. If you have any questions about your options, please call 1-866-217-8056 or visit the Class Website at www.CalPERSLTCCClassAction.com.**

If you believe your categorization changed after December 31, 2022, please note that the Parties anticipate updating your categorization, as appropriate, before awards are finalized and distributed.

When the Settlement becomes final, a check made payable to your legal name will be sent to the above-listed address. If you want to change your address, please email Updates@CalPERSLTCCClassAction.com.

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<Tracking Number>>

<<C>>

CALPERS LONG-TERM CARE INSURANCE CLASS ACTION

CATEGORY A CLAIM FORM

To make your election, return this Form to the Settlement Administrator at the below address. **If you do not submit the Form and do not opt out of the New Settlement by July 21, 2023, you will be deemed to have selected Option 2.**

Wedding v. CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

YOUR ELECTION

I hereby acknowledge that I received the Settlement Package that includes the Class Notice, Award Letter, and this Election Form. After considering this information I hereby elect to:

Please choose one option and sign this form below. If you choose more than one option, you will be deemed to have selected Option 2.

Option 1:

- Surrender my CalPERS LTC Policy and receive a refund of 80% of all premiums paid by me from my Policy's inception through the date the New Settlement becomes final (less any benefits paid). I understand that by selecting this option I will no longer be entitled to receive any benefits under my LTC Policy once the New Settlement becomes final. I also understand that to obtain a premium refund I must continue paying premiums until the New Settlement becomes final in order to remain in Category A.

Option 2:

- Keep my CalPERS LTC Policy and receive a \$1,000 cash payment.

Signature

Date:

--	--

 -

--	--

 -

--	--	--	--

MM DD YYYY

Print Name

Attachment 15

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<Tracking Number>>

<<C>>

CALPERS LONG-TERM CARE INSURANCE CLASS ACTION**NEW SETTLEMENT—CATEGORY B AND C**

Legal Name: <<First Last Name 1>>

CalPERS Policy Number: <<Policy Number>>

Current Address: << Address 1>> <<Address 2>>, <<City>>, <<ST>> <<ZIP>>

CalPERS' records indicate that you are currently On Claim and receiving benefits or you have applied for benefits and are awaiting a decision on your eligibility under your CalPERS Long-Term Care ("LTC") Policy. Under the New Settlement, you are entitled to benefits as a "Category B" or "Category C" Class Member. As a Category B or C Class Member, you have two award options to consider under the New Settlement.

Option 1: Receive a Refund of 80% of All Premiums Paid (Less LTC Benefits Previously Received) and Surrender your CalPERS LTC Policy.

If you select Option 1, you will receive a refund equal to 80% of all premiums paid from your Policy's inception through the date the New Settlement becomes final (less any amounts paid in benefits under your Policy).

However, it is very important to understand that if you select Option 1, you will surrender your Long-Term Care Policy with CalPERS and will no longer be entitled to receive any further benefits under your CalPERS Long-Term Care Policy. For Class Members who are On Claim or have applied to go On Claim, selecting this option only makes sense in rare circumstances. If you are considering Option 1, we would urge you to contact Class Counsel at 1-866-217-8056 to discuss your decision.

CalPERS' records show that from the inception of your policy through December 31, 2022, you paid <<\$Premiums Paid to Date>> in premiums for your insurance and <<received \$benefits in benefits>> <<received no benefits>>. Thus, should you remain in Category B or C as of the Final Settlement Date and use no additional benefits under your Policy, the total amount you will receive from the New Settlement if you select this option will be no less than:

<<\$Estimated Settlement Payment>>

Option 2: Keep your CalPERS LTC Policy and Receive a \$1,000 Cash Payment

If you select Option 2, you will receive a \$1,000 cash payment. You will not lose any rights you have under your CalPERS LTC Policy, you will continue to stay On Claim, and you will continue receiving the full benefits you are entitled to under your Policy.

For most Class Members who are currently On Claim or have applied to go On Claim, Option 2 is the best option since it preserves your right to continue receiving benefits under your CalPERS LTC Policy.

To make your election, return the enclosed Claim Form. **If you do not submit or return the Form and do not opt out of the New Settlement by July 21, 2023, you will be deemed to have selected Option 2. If you have any questions about your options, please call 1-866-217-8056 or visit the Settlement website at www.CalPERSLTCClassAction.com.**

If you believe your categorization changed after December 31, 2022, please note that the Parties anticipate updating your categorization, as appropriate, before awards are finalized and distributed.

When the Settlement becomes final a check made payable to your legal name will be sent to the above listed address. If you want to change your address, please email Updates@CalPERSLTCClassAction.com.

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<Tracking Number>>

<<C>>

CALPERS LONG-TERM CARE INSURANCE CLASS ACTION

CATEGORY <<Category>> CLAIM FORM

To make your election, return this Form to the Settlement Administrator at the below address. **If you do not submit the Form and do not opt out of the New Settlement by July 21, 2023, you will be deemed to have selected Option 2.**

Wedding v CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

YOUR ELECTION

I hereby acknowledge that I received the Settlement Package that includes the Class Notice, Award Letter and this Election Form. After considering this information I hereby elect to:

Please choose one option and sign this form below. If you choose more than one option, you will be deemed to have selected Option 2.

Option 1:

- Surrender my CalPERS LTC Policy and receive a refund of 80% of all premiums paid by me from my Policy's inception through the date the Settlement become final (less any benefits paid). **WARNING: For Class Members who are On Claim or are applying to go On Claim, selecting this option only makes sense in rare circumstances. If you are considering Option 1, we would urge you to contact Class Counsel to discuss your decision before you complete and return this form.**

Option 2:

- Keep my CalPERS LTC Policy and receive a \$1,000 cash payment. **For most Class Members who are currently On Claim or have applied to go On Claim, Option 2 is the best option since it preserves your right to continue receiving benefits under your CalPERS LTC Policy.**

Signature box

Signature

Date: MM - DD - YYYY

Print Name box

Print Name

Attachment 16

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<Tracking Number>>

<<C>>

CALPERS LONG-TERM CARE INSURANCE CLASS ACTION**NEW SETTLEMENT—CATEGORY E**

Legal Name: <<First Last Name 1>>

CalPERS Policy Number: <<Policy Number>>

Current Address: << Address 1>> <<Address 2>>, <<City>>, <<ST>> <<ZIP>>

CalPERS' records indicate that in February 2013 you had a Long-Term Care ("LTC") Insurance Policy issued by CalPERS and were informed by CalPERS in or about February 2013 that your CalPERS LTC Policy would be subjected to an 85% premium increase. CalPERS' records also indicated that on or after January 1, 2015, you let your CalPERS LTC Policy lapse. This means you are in Category E under the New Settlement.

As described more fully in the Notice accompanying this Award Letter, the terms of the New Settlement between CalPERS and the Class provide that individuals who let their LTC Policies lapse on or after January 1, 2015, may be entitled to receive a refund of 80% of all Additional Premiums paid as a result of the 85% rate increase, or \$2,000, whichever is greater. However, to receive this refund, you must declare under penalty of perjury that you let your CalPERS LTC Policy lapse as a result of the 85% premium increase that CalPERS announced in February 2013. For purposes of this provision, "as a result of" means that the rate increase was a substantial factor in your decision to let your policy lapse.

CalPERS' records show that you paid <<\$Additional Premiums Paid to Date>> in Additional Premiums as a result of the 85% increase. Thus, and considering the \$2,000 minimum payment, if the New Settlement is approved by the Court, you will receive:

<<\$Estimated Settlement Payment>>

To receive your refund under the New Settlement, you are required to complete and return a Lapse Claim Form. If you do not submit the Lapse Claim Form by **July 21, 2023**, you will receive nothing from the New Settlement.

If you believe your categorization changed after December 31, 2022, please note that the Parties anticipate updating your categorization, as appropriate, before awards are finalized and distributed.

When the Settlement becomes final a check made payable to your legal name will be sent to the above-listed address. If you want to change your address, please email Updates@CalpersLTCClassAction.com.

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<Tracking Number>>

<<C>>

CALPERS LONG-TERM CARE INSURANCE CLASS ACTION

CATEGORY E CLAIM FORM

To submit your claim, return this form to the Settlement Administrator at the below address.

Wedding v. CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

YOUR ATTESTATION

I hereby acknowledge that I received the Settlement Package that includes the Class Notice, Award Letter, and this form. After considering this information I, _____, hereby declare under penalty of perjury that I let my CalPERS LTC Policy lapse as a result of the 85% premium increase that CalPERS announced in February 2013.

[Signature box]

Signature

Date: [MM] - [DD] - [YYYY]

[Print Name box]

Print Name

Attachment 17

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<Tracking Number>>

<<C>>

CALPERS LONG-TERM CARE INSURANCE CLASS ACTION

NEW SETTLEMENT—CATEGORY F

Legal Name: <<First Last Name 1>>

CalPERS Policy Number: <<Policy Number>>

Current Address: << Address 1>> <<Address 2>>, <<City>>, <<ST>> <<ZIP>>

CalPERS’ records indicate that you may be the surviving heir of <<First Last Name 1>>. Its records also indicate that in February 2013, <<First Last Name 1>> had a Long-Term Care (“LTC”) Insurance Policy issued by CalPERS, and reduced benefits in response to a rate increase announced by CalPERS in February 2013. This means the Estate of <<First Last Name 1>> is in Category F under the New Settlement.

As described more fully in the Notice accompanying this Award Letter, the terms of the New Settlement between CalPERS and the Class provide that the estates of individuals who purchased CalPERS LTC Insurance Policies and reduced their benefits as a result of the rate increase announced in February 2013 are entitled to a return of 80% of any Additional Premiums paid as a result of CalPERS’ 85% premium increase, or \$2,000, whichever is greater.

CalPERS’ records show that after CalPERS raised <<First Last Name 1>>’s premiums, the amount of Additional Premiums paid as a result of the 85% premium increase through December 31, 2022, was <<\$Additional Premiums Paid>>. Thus, and considering the \$2,000 minimum payment, if the New Settlement is approved by the Court, <<First Last Name 1>>’s estate will receive:

<<\$Estimated Settlement Payment>>

If <<First Last Name 1>> paid Additional Premiums after December 31, 2022, the amount paid under the New Settlement will also incorporate 80% of these Additional Premium payments.

There is nothing that you need to do to receive this payment. A check will be sent to you for the foregoing amount when the New Settlement becomes final. If you want to change your address, please email Updates@CalPERSLTCClassAction.com.

Attachment 18

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<TN>>



Kershaw
Talley
Barlow



NELSON &
FRAENKEL
LLP



CalPERS Long-Term Care Class Action

Letter From Plaintiffs and Class Counsel Regarding New Settlement

Legal Name: <<Name>>
CalPERS Policy Number: <<Policy Number>>
Current Address: <<Address>>

Dear <<Name>>,

This letter is to inform you of a Proposed New Settlement in the matter of *Wedding, et al. v. California Public Employees' Retirement System, et al.*

A. Overview

This class-action lawsuit was filed in August 2013. It alleges that the 85% premium increase that CalPERS announced in February 2013, and implemented in 2015-2016, was not permitted under the terms of the Long-Term Care ("LTC") Insurance contracts between CalPERS and Class Members. You are a member of the Class in this case because you purchased an LTC Insurance contract from CalPERS with "automatic inflation protection benefits" and were subjected to this 85% rate increase.

As you may recall, in July 2021 you received notice of a settlement that had previously been reached by the Parties in this case (the "Prior Settlement"). Unfortunately, the Prior Settlement never became effective and was terminated by agreement in April 2022.

Nevertheless, the Parties continued to explore settlement options and on February 27, 2023, the Parties reached agreement on a new settlement (the "New Settlement"). The following documents containing details about the New Settlement are enclosed with this letter:

- Notice of Class Action Settlement
- Individual Award Letter

Importantly, this is a new settlement with new terms and relief for the Settlement Class.

The New Settlement will affect your rights unless you ask to be excluded from the Settlement. Also, there are strict time limits described in the Notice and the accompanying materials.

Therefore, please read the enclosed documents carefully and immediately. These documents will set forth how much you will receive under the New Settlement and will explain why the Plaintiffs and Class Counsel are recommending the New Settlement.

B. What Happened to the Prior Settlement?

The Parties in this case previously agreed to a settlement in July 2021. Under this Prior Settlement, Class Members who elected to participate in the Settlement could receive a full premium refund in exchange for surrendering their policy, or have their refund applied to a potential replacement policy. Two highly experienced insurance brokerages were tasked with securing this replacement policy.

However, if Class Members wanted to retain their CalPERS LTC policies, they had to opt out of the Prior Settlement and were not entitled to receive any benefits from the Prior Settlement. The Prior Settlement contained a provision that allowed the Settlement to be terminated if more than 10% of the Class elected to exclude themselves and retain their CalPERS LTC policies.

After approaching 90 insurance companies, the insurance brokerages working with Class Counsel were not able to secure a viable replacement policy. And, after notifying the Settlement Class Members who had chosen this option that a replacement policy could not be secured, approximately 30% of the Settlement Class elected to exclude themselves from the Settlement in order to retain their CalPERS LTC policies. Because so many class members elected to keep their CalPERS policies, the Prior Settlement was terminated by mutual agreement on April 20, 2022.

C. What are the Terms of the New Settlement?

After the Prior Settlement was terminated, the Parties worked diligently to reach a settlement that would (1) provide substantial refunds to Class Members who want to exit the CalPERS LTC Program; (2) provide benefits to Class Members who want to keep their CalPERS LTC policies, instead of requiring them to opt out of the Settlement; and (3) achieve these objectives while preserving the CalPERS LTC Program's ability to meet its financial obligations to pay benefits to its policyholders.

Consistent with these goals, the terms of the New Settlement incorporate many of the terms of the Prior Settlement, but are different in three important ways.

First, Class Members do **not** need to opt out of the New Settlement if they want to retain their CalPERS LTC policies. If you are a Current Policyholder and want to keep your CalPERS LTC policy, you will be included in the New Settlement and will automatically receive \$1,000. In addition, CalPERS has agreed under the New Settlement not to impose any new premium increases on Settlement Class Members prior to November 1, 2024.

Second, if you are a Current Policyholder and want to receive a premium refund in exchange for surrendering your policy, the refund will be 80% of all the premiums you have paid into the CalPERS LTC Program (less benefits received) from the inception of your policy until the New Settlement becomes final.

Third, Class Members who are "On Claim" (meaning they are currently receiving benefits or have applied for and may receive benefits under their policy prior to the New Settlement becoming final), will also have the option of cancelling their policy and receiving an 80% premium refund (less benefits received) or keeping their policy in exchange for a cash payment of \$1,000. Class Members who let their policies Lapse, exhausted their benefits, or who passed away before going On Claim will receive certain cash benefits which are outlined in the Notice on pages 2 and 3.

As with the Prior Settlement, Current Policyholders paying premiums **must** continue to pay their premiums until the New Settlement becomes final to remain eligible for the 80 percent refund of premiums or \$1,000 cash payment. If a policyholder stops paying their premiums before the New Settlement becomes final, then they will not obtain the same benefits of the New Settlement.

D. What Will I Receive Under the New Settlement?

Your Class Member category and details about your estimated award under the New Settlement are set forth in the enclosed Award Letter. Class Members fall into two main categories: (1) Current Policyholders who are paying premiums; and (2) those who are On Claim. Other categories include policyholders who let their policies Lapse, policyholders who have exhausted their benefits, and those who have died.

The information in the Award Letter was based on your policyholder status as of December 31, 2022. But your final Class Member category and the award you receive will be determined at the time the New Settlement becomes final. If your Class Member category does not change between December 31, 2022, and the date the New Settlement becomes final, then you will receive the relief identified in the Award Letter (the amount for those requesting a premium refund may be higher because you will have paid Additional Premiums after December 31, 2022). Please read this form and the enclosed Notice carefully.

E. Why is Class Counsel Recommending the New Settlement?

There are several reasons why Class Counsel is recommending this New Settlement, even though many Class Members will receive less as compared to the Prior Settlement.

First, the CalPERS LTC Program was set up as a “closed fund.” This means that there are only two sources of revenue for the Program: the premiums paid by policyholders and the earnings generated from investments made by the Program. One of the main concerns in moving forward with a trial is that if Class Counsel succeeds and obtains a large verdict and judgment against CalPERS, this could significantly impact the ability of the Program to pay the benefits of Class Members who retain their policies and other Current Policyholders. The New Settlement is therefore designed both to provide benefits to Class Members while at the same time ensuring the long-term viability of the Program to pay ongoing and future Claims costs.

Second, the termination of the Prior Settlement demonstrated that many Class Members want to keep their CalPERS LTC policies. The New Settlement therefore allows Class Members to receive some relief without forcing them to Surrender their policies. Individuals desiring to stay with the Program will receive two significant benefits— a cash payment to offset higher premium costs *and* a rate freeze that ensures CalPERS will not implement any new premium increases until at least November 1, 2024.

Third, the ability to cancel your CalPERS policy and receive an 80% refund of all premiums paid (less benefits received) for insurance coverage that many Class Members have had for more than 20 years is a substantial benefit that would not otherwise be available. Many Class Members have informed us they are tired of rate increases or benefit reductions and have lost faith in CalPERS’ ability to properly manage this Program. However, because these Class Members have invested many thousands of dollars in premiums, they feel compelled to continue with the Program. This New Settlement provides those Class Members with a feasible path out of the Program. Without the New Settlement, Class Members who want to leave the Program would not receive a refund of any premiums.

Indeed, the 80% premium refund (less benefits received) provided by the New Settlement is better than options provided to policyholders by other commercial carriers who provide LTC Insurance and have instituted premium increases. As you may know, the problems that have plagued the CalPERS LTC Program over the years are not unique. Since LTC Insurance

became popular 25 years ago, almost every commercial LTC Insurance provider in the country has either withdrawn from the market entirely and/or had to impose premium increases. Class Counsel is aware of another LTC insurer that—as recently as last year—was implementing an 80% rate increase but was offering policyholders a “Cash Buyout” option that would only refund roughly 20% of premiums paid.

We are frustrated that the premium refund is 80%, instead of the 100% agreed to by CalPERS in the Prior Settlement. However, that reduction is a result of changes in the LTC Fund’s financial condition coupled with CalPERS’ need to ensure that it can meet its ongoing obligations to those who retain their LTC policies. We are equally frustrated with the amount to be paid to those who retain their policies. But this amount is all that CalPERS believes it can afford. If CalPERS were paying more in premium refunds and payments to those retaining their policies, then that could jeopardize its ability to continue paying benefits to its policyholders.

Fourth, time is of the essence in getting relief to Class Members. If this litigation continues, Class Counsel has serious concerns that *thousands* of additional Class Members will pass away and will not personally realize any of the benefits from any potential future verdict and judgment. The average age of the Class is now 76, and since this litigation was initiated nearly a decade ago more than 14,846 Class Members have died. Moreover, even if the Class prevails at trial, CalPERS will undoubtedly appeal. This process could take another 2-4 years and Plaintiffs’ actuaries estimate that an additional 9,000 Class Members will die during this time.

Finally, as with any litigation, there is always a chance that the Class could lose at trial (or on appeal). In this lawsuit, Plaintiffs and the Class assert that CalPERS could not implement a premium increase if the increase was caused by or as a result of Class Member’s “automatic inflation protection benefits.” However, CalPERS and its experts intend to present evidence at trial that the 85% rate increase was *not* related to automatic inflation protection benefits, and that the *primary* reason for the 85% premium increase was a change in CalPERS’ expected investment earnings. CalPERS will also argue that a rate increase of 80.1% would have been necessary if it had not implemented the challenged 85% rate increase; that Class Members who reduced their benefits in response to the 85% increase did not suffer any damage because, among other things, they paid lower premiums; and that Class Members who reduced benefits are not entitled to any recovery until they go On Claim and are denied benefits that they would have otherwise received prior to reducing benefits. If a jury (or appellate court) accepted any of these arguments, then Class Members would receive nothing or virtually nothing.

F. Where can I obtain additional information about the New Settlement?

If you have questions about the New Settlement that are not answered in the enclosed documents, you will find additional information on the Settlement website at www.CalPERSLTCClassAction.com. If your questions are still not answered, you can call 1-866-217-8056.

Class Counsel and Plaintiffs are Michael Bidart, Stuart Talley, Gretchen Nelson, Gregory L. Bentley, Eileen Lodyga, Richard Lodyga and Holly Wedding.



[CalPERS Second Class Action Settlement Notice.pdf](#)

AI505_v05

Attachment 19

	Epiq Tracking Number	Settlement Category	Notes
1	41102	A	
2	28895	A	
3	58331	A	
4	8666	F	
5	10369	A	
6	10258	A	
7	10266	A	
8	9504	A	
9	37119	A	
10	14406	G	
11	7294	F	
12	13469	A	
13	19548	A	
14	15074	A	
15	44416	G	
16	8551	A	
17	26610	A	
18	61995	F	
19	61997	F	
20	1204	A	
21	20202	A	
22	45375	A	
23	23728	A	
24	17916	A	
25	35261	A	
26	40335	A	
27	47865	A	
28	58758	A	
29	14764	A	
30	75314	A	
31	51201	A	
32	35423	A	
33	72037	A	
34	55759	A	
35	35761	A	
36	10009	A	
37	14891	A	
38	51467	A	
39	72177	A	
40	32295	A	
41	33220	A	
42	17218	A	
43	64670	G	
44	68801	A	
45	67352	A	

	Epiq Tracking Number	Settlement Category	Notes
46	67488	B	
47	61691	A	
48	9227	A	
49	62486	C	
50	40743	A	
51	35517	A	
52	51427	A	
53	37273	A	
54	23978	F	
55	9100	E	
56	17073	A	
57	13558	A	
58	13559	A	
59	16811	A	
60	111	A	
61	497	A	
62	498	A	
63	59852	A	
64	40998	A	
65	26578	A	
66	41761	A	
67	59360	A	
68	24568	A	
69	22295	A	
70	41419	A	
71	47537	E	
72	49733	A	
73	49732	A	
74	38612	A	
75	35437	A	
76	28655	A	
77	2372	A	
78	7051	A	
79	16199	A	
80	38144	A	
81	38808	A	
82	16088	B	
83	34403	A	
84	34404	A	
85	41605	A	
86	44896	A	
87	56776	A	
88	67148	A	
89	62472	A	
90	56778	A	

	Epiq Tracking Number	Settlement Category	Notes
91	42791	A	
92	38740	A	
93	23055	A	
94	1309	A	
95	44734	A	
96	63182	A	
97	63464	A	
98	11688	A	
99	60107	A	
100	66382	A	
101	66383	A	
102	17762	A	
103	17763	A	
104	20704	E	
105	12975	E	
106	72496	A	
107	73139	A	
108	6702	A	
109	72873	A	
110	53688	A	
111	54006	A	
112	20769	A	
113	68574	A	
114	65895	A	
115	19740	A	
116	12005	A	
117	38626	A	
118	28704	A	
119	78023	A	
120	35142	A	
121	63641	A	
122	63642	A	
123	71476	A	
124	26941	A	
125	45013	A	
126	72764	C	
127	75083	A	
128	38072	A	
129	25071	A	
130	22896	A	
131	15508	A	
132	25420	A	
133	15507	A	
134	63224	A	
135	15919	A	

	Epiq Tracking Number	Settlement Category	Notes
136	63223	A	
137	60378	C	
138	20099	A	
139	60379	A	
140	52444	A	
141	31721	A	
142	52357	A	
143	75202	A	
144	72754	A	
145	58820	A	
146	68734	A	
147	47728	A	
148	23156	A	
149	21898	A	
150	59173	A	
151	61679	A	
152	77932	A	
153	70358	G	
154	28192	C	
155	63829	A	
156	39088	A	
157	30134	A	
158	7736	A	
159	5262	A	
160	34376	A	
161	35670	A	
162	8189	A	
163	5498	A	
164	50815	A	
165	63258	A	
166	78882	A	
167	30976	A	
168	57879	A	
169	24048	G	
170	23039	A	
171	24202	A	
172	35298	A	
173	9765	A	
174	12126	A	
175	69198	A	
176	11557	A	
177	14401	A	
178	52130	A	
179	47040	A	
180	68916	A	

	Epiq Tracking Number	Settlement Category	Notes
181	40803	A	
182	34413	A	
183	60482	A	
184	651	A	
185	2561	A	
186	1873	A	
187	79372	A	
188	6204	A	
189	1279	A	
190	52129	A	
191	51693	A	
192	66196	A	
193	34719	A	
194	15413	A	
195	34717	A	
196	35554	A	
197	36124	A	
198	14899	A	
199	56423	B	
200	15419	A	
201	39401	A	
202	47863	A	
203	3716	A	
204	50324	A	
205	48274	A	
206	7108	G	
207	46954	B	
208	46775	G	
209	55894	A	
210	56747	E	
211	59280	A	
212	60425	A	
213	60426	A	
214	70186	A	
215	9830	A	
216	63685	A	
217	10412	A	
218	10416	A	
219	73823	A	
220	7203	A	
221	63354	B	
222	5067	A	
223	45295	A	
224	29623	A	
225	41866	A	

	Epiq Tracking Number	Settlement Category	Notes
226	48726	A	
227	46225	B	
228	70693	A	
229	70380	A	
230	8172	A	
231	3091	A	
232	1955	A	
233	47676	A	
234	33947	A	
235	50622	A	
236	16307	A	
237	35898	A	
238	59297	A	
239	52868	A	
240	42437	A	
241	67369	A	
242	37909	A	
243	44217	A	
244	44194	A	
245	50682	A	
246	39350	A	
247	78190	A	
248	53974	A	
249	53973	A	
250	40296	A	
251	24177	A	
252	24941	A	
253	37910	A	
254	53964	A	
255	28996	A	
256	69547	A	
257	69548	A	
258	46707	A	
259	16817	A	
260	58459	A	
261	32926	A	
262	46540	A	
263	76466	A	
264	65527	A	
265	1213	A	
266	15003	A	
267	70494	A	
268	5744	A	
269	59111	A	
270	68426	A	

	Epiq Tracking Number	Settlement Category	Notes
271	61178	A	
272	75785	A	
273	19585	A	
274	37272	A	
275	N/A	N/A	Not in Settlement Class
276	N/A	N/A	Not in Settlement Class
277	N/A	N/A	Not in Settlement Class
278	34848	A	Late Opt Out (Postmarked 6/13/2023)

Attachment 20

Number	Class Member	Notes
1	HOMER COLLINS	
2	KATHY COLLINS	
3	ROBERT MEAD	
4	ROBERT BRONKALL	
5	RICHARD SYBERT	
6	THEODORE STROLL	
7	STEVEN MCDONALD	
8	STEVEN RUSSO	
9	DOROTHY SNOOK	
10	HELEN NEFF	
11	WILLIAM NEFF	
12	JEAN HOLMES	
13	CARYN HOLMES	
14	RONALD JOSEPHSON	
15	JUDITH JOSEPHSON	
16	REYNALDO HERNANDEZ	
17	MARGUERITE BROWN	
18	LINA LEYDA	
19	KAREN KAWAI	
20	DANIEL ZIARKOWSKI	
21	WARD ANGLES	
22	WILLIAM LOGAN	
23	DENIS ILIFF	
24	STEPHANIE FALGOUT	
25	ROBERT LOSCHKE	
26	KAREN LOSCHKE	
27	FREDERICK TURNER	
28	KATHRYN TURNER	
29	MARLENE MENDES	
30	WILLIAM CHAMBERLAIN	
31	ROSEANNE CHAMBERLAIN	
32	JACK LAUDERDALE	
33	AYN LAUDERDALE	
34	CAROL SMITH DUPREE	
35	PAMELA YOUNG	
36	CHARLES SALINAS	
37	CAROL SALINAS	
38	SONIA SHEEKS	
39	KATHRYN BEREZ	
40	PETER BEREZ	
41	HAROLD BREEN	
42	JOANN BREEN	
43	JAMES YOGURTIAN	
44	EARLEEN CLARK	
45	TRACEY LYNCH	
46	ESTHER POOLE	
47	MARLENE RATNER	
48	JACQUELYNE JACKSON	
49	JOHN ENG	
50	VICTORIA CRAIG	
51	JOHN DUTCHER	Non-Class Member
52	ROGER HAIGHT	Non-Class Member
53	JANET HAIGHT	Non-Class Member

Homer C. Collins (Class Member) (LTC [REDACTED])
Kathy R. Collins (Class Member) (LTC [REDACTED])
[REDACTED]

Settlement Administrator
Wedding v CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

VIA USPS

NOTICE OF OBJECTION TO PROPOSED SECOND CLASS ACTION SETTLEMENT
IN THE SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES
RE: HOLLY WEDDING, ET AL. V. CALIFORNIA PUBLIC EMPLOYEES
RETIREMENT SYSTEM, ET AL., CASE NO. BC517444

Settlement Administrator, members of the Court, and Class Counsel:

We write to object to the unacceptable terms of the Purposed Second Class Action Settlement. As a preliminary matter, we are both retired educators on a fixed income, and, therefore, are unable to secure our own counsel in this matter and do not intend to personally appear. Based on these circumstances, we feel forced to submit the form to comply with the settlement requirements for securing a Class E settlement, but do so with strong objection and the hope the Settlement Administrator or the Court will consider our objection, reject the proposed settlement, and instruct Counsel to restructure a future settlement so that all participants receive a fair, reasonable, and adequate settlement under the terms.

We object to the following substantial defects to the proposed settlement generally and with respect to Class E:

- 1. Class Counsel has failed to adequately represent the interest of members of Class E.** In its letter to class members (hereinafter "Letter" (enclosed)), Class Council has identified numerous factors which encouraged it to recommend this settlement. However, these factors, as a whole, do not benefit Class E. Class Counsel cites two general provisions, timeliness and the risk of litigation (Letter § E, ¶ 7-8) that are generally applicable, but of the other factors in § E, titled "Why is Class Counsel Recommending the New Settlement," the factors either fail to consider Class E entirely, or run contrary to Class E's interests. For example, the first consideration accounts for the "Program[']s ability to pay the benefits of Class Members who retain their policies and other Current Policyholders (Letter § E ¶ 2). The second consideration accounts for "Individuals desiring to stay with the Program [who] will receive two significant benefits (Letter § E ¶ 3). None of which have a benefit to the Class E Members. The third consideration provides the clearest example of Class Counsel's failure to represent the interests of Class E. Here, Class Counsel points to the ability of this new settlement to provide a feasible path out for Class Members that have spent years investing into this policy, but fail to include members of Class E which have also invested for decades

and for a fair settlement, deserve some percentage return on total premiums paid. (Letter § E ¶¶ 4-6).

2. **The settlement value for Class E is significantly undervalued as a whole and with respect to the other Classes.** Class Counsel points out in its letter that a substantial factor in its recommendation of this settlement is the return of premiums (Letter § E ¶¶ 4-6). In fact, Class Counsel goes as far as to state “We are frustrated that the premium refund is 80%, instead of the 100% agreed to by CalPERS in the Prior Settlement” (Letter § E ¶ 6). So imagine, how frustrated members of Class E are when they learn that despite paying for decades, they will receive 0% of premiums paid for those decades of payments. This is the most egregious discrepancy in Classes because Class Members that could afford to pay the increased premiums over the last few years will be rewarded in this purposed settlement with a refund of 80% of the entire period of premiums, while Class Members in Class E will not receive any consideration for their years of contributions - only consideration for the Additional Premium period, which, likely will only account for a small number of participants. For most Class Members in Class E, compensation will be capped at a flat amount of \$2,000.00. This is unfair, unreasonable, and inadequate to compensate these Class Members.

3. **The Proposed Second Class Action Settlement is Inadequate.** Class Counsel, by way of example, provides its “awareness” of another LTC insurer which provided a “Cash Buyout” option that would only refund roughly 20% of premiums paid” (Letter § E ¶ 5). Class Counsel is correct to point out this example of an unfair and inadequate settlement. However, using our particular information, our settlement under this Second Purposed Class Action Settlement would only be approximately 8%, far less than Class Counsel’s example of a bad settlement and a loss to us of \$██████████ from our estimated settlement under the First Purposed Settlement. We acknowledge that the percentage under the settlement terms may need to be adjusted, and the percentage may be less for Class E members, but a settlement of \$██████████ between the two of us under the Proposed Second Class Action Settlement versus a settlement of \$██████████ under the Proposed First Class Action Settlement is wholly inadequate and by Class Counsel’s own example fails to serve the Class E Members (Initial settlement amounts enclosed).

We appreciate that this is a complicated settlement process. We do not mean to imply that Class Counsel has any particular bias against Class E Members, however, it's clear that the interests of Class E members have not been adequately represented in this Purposed Second Class Action Settlement. We, therefore, ask that this settlement be denied, as it is an unfair, unreasonable, and inadequate settlement for Class E members or that other such action be taken to remedy these deficiencies. We thank you for your review of our objection and your work on this long and complicated case.

Best Regards,

Homer C. Collins

Homer C. Collins

4-9-2023

Kathy R. Collins

Kathy R. Collins

4-9-2023

CalPERS Long-Term Care Class Action

Letter From Plaintiffs and Class Counsel Regarding New Settlement

Legal Name: KATHY R COLLINS

CalPERS Policy Number: [REDACTED]

Dear KATHY R COLLINS,

This letter is to inform you of a Proposed New Settlement in the matter of *Wedding, et al. v. California Public Employees' Retirement System, et al.*

A. Overview

This class-action lawsuit was filed in August 2013. It alleges that the 85% premium increase that CalPERS announced in February 2013, and implemented in 2015-2016, was not permitted under the terms of the Long-Term Care ("LTC") Insurance contracts between CalPERS and Class Members. You are a member of the Class in this case because you purchased an LTC Insurance contract from CalPERS with "automatic inflation protection benefits" and were subjected to this 85% rate increase.

As you may recall, in July 2021 you received notice of a settlement that had previously been reached by the Parties in this case (the "Prior Settlement"). Unfortunately, the Prior Settlement never became effective and was terminated by agreement in April 2022.

Nevertheless, the Parties continued to explore settlement options and on February 27, 2023, the Parties reached agreement on a new settlement (the "New Settlement"). The following documents containing details about the New Settlement are enclosed with this letter:

- Notice of Class Action Settlement
- Individual Award Letter

Importantly, this is a new settlement with new terms and relief for the Settlement Class. The New Settlement will affect your rights unless you ask to be excluded from the Settlement. Also, there are strict time limits described in the Notice and the accompanying materials.

Therefore, please read the enclosed documents carefully and immediately. These documents will set forth how much you will receive under the New Settlement and will explain why the Plaintiffs and Class Counsel are recommending the New Settlement.

B. What Happened to the Prior Settlement?

The Parties in this case previously agreed to a settlement in July 2021. Under this Prior Settlement, Class Members who elected to participate in the Settlement could receive a full premium refund in exchange for surrendering their policy, or have their refund applied to a potential replacement policy. Two highly experienced insurance brokerages

were tasked with securing this replacement policy.

However, if Class Members wanted to retain their CalPERS LTC policies, they had to opt out of the Prior Settlement and were not entitled to receive any benefits from the Prior Settlement. The Prior Settlement contained a provision that allowed the Settlement to be terminated if more than 10% of the Class elected to exclude themselves and retain their CalPERS LTC policies.

After approaching 90 insurance companies, the insurance brokerages working with Class Counsel were not able to secure a viable replacement policy. And, after notifying the Settlement Class Members who had chosen this option that a replacement policy could not be secured, approximately 30% of the Settlement Class elected to exclude themselves from the Settlement in order to retain their CalPERS LTC policies. Because so many class members elected to keep their CalPERS policies, the Prior Settlement was terminated by mutual agreement on April 20, 2022.

C. What are the Terms of the New Settlement?

After the Prior Settlement was terminated, the Parties worked diligently to reach a settlement that would (1) provide substantial refunds to Class Members who want to exit the CalPERS LTC Program; (2) provide benefits to Class Members who want to keep their CalPERS LTC policies, instead of requiring them to opt out of the Settlement; and (3) achieve these objectives while preserving the CalPERS LTC Program's ability to meet its financial obligations to pay benefits to its policyholders.

Consistent with these goals, the terms of the New Settlement incorporate many of the terms of the Prior Settlement, but are different in three important ways.

First, Class Members do **not** need to opt out of the New Settlement if they want to retain their CalPERS LTC policies. If you are a Current Policyholder and want to keep your CalPERS LTC policy, you will be included in the New Settlement and will automatically receive \$1,000. In addition, CalPERS has agreed under the New Settlement not to impose any new premium increases on Settlement Class Members prior to November 1, 2024.

Second, if you are a Current Policyholder and want to receive a premium refund in exchange for surrendering your policy, the refund will be 80% of all the premiums you have paid into the CalPERS LTC Program (less benefits received) from the inception of your policy until the New Settlement becomes final.

Third, Class Members who are "On Claim" (meaning they are currently receiving benefits or have applied for and may receive benefits under their policy prior to the New Settlement becoming final), will also have the option of cancelling their policy and receiving an 80% premium refund (less benefits received) or keeping their policy in exchange for a cash payment of \$1,000. Class Members who let their policies Lapse, exhausted their benefits, or who passed away before going On Claim will receive certain cash benefits which are outlined in the Notice on pages 2 and 3.

As with the Prior Settlement, Current Policyholders paying premiums **must** continue to pay their premiums until the New Settlement becomes final to remain eligible for the 80 percent refund of premiums or \$1,000 cash payment. If a policyholder stops paying their premiums before the New Settlement becomes final, then they will not obtain the same benefits of the New Settlement.

D. What Will I Receive Under the New Settlement?

Your Class Member category and details about your estimated award under the New Settlement are set forth in the enclosed Award Letter. Class Members fall into two main categories: (1) Current Policyholders who are paying

premiums; and (2) those who are On Claim. Other categories include policyholders who let their policies Lapse, policyholders who have exhausted their benefits, and those who have died.

The information in the Award Letter was based on your policyholder status as of December 31, 2022. But your final Class Member category and the award you receive will be determined at the time the New Settlement becomes final. If your Class Member category does not change between December 31, 2022, and the date the New Settlement becomes final, then you will receive the relief identified in the Award Letter (the amount for those requesting a premium refund may be higher because you will have paid Additional Premiums after December 31, 2022). Please read this form and the enclosed Notice carefully.

E. Why is Class Counsel Recommending the New Settlement?

There are several reasons why Class Counsel is recommending this New Settlement, even though many Class Members will receive less as compared to the Prior Settlement.

First, the CalPERS LTC Program was set up as a "closed fund." This means that there are only two sources of revenue for the Program: the premiums paid by policyholders and the earnings generated from investments made by the Program. One of the main concerns in moving forward with a trial is that if Class Counsel succeeds and obtains a large verdict and judgment against CalPERS, this could significantly impact the ability of the Program to pay the benefits of Class Members who retain their policies and other Current Policyholders. The New Settlement is therefore designed both to provide benefits to Class Members while at the same time ensuring the long-term viability of the Program to pay ongoing and future Claims costs.

Second, the termination of the Prior Settlement demonstrated that many Class Members want to keep their CalPERS LTC policies. The New Settlement therefore allows Class Members to receive some relief without forcing them to Surrender their policies. Individuals desiring to stay with the Program will receive two significant benefits— a cash payment to offset higher premium costs and a rate freeze that ensures CalPERS will not implement any new premium increases until at least November 1, 2024.

Third, the ability to cancel your CalPERS policy and receive an 80% refund of all premiums paid (less benefits received) for insurance coverage that many Class Members have had for more than 20 years is a substantial benefit that would not otherwise be available. Many Class Members have informed us they are tired of rate increases or benefit reductions and have lost faith in CalPERS' ability to properly manage this Program. However, because these Class Members have invested many thousands of dollars in premiums, they feel compelled to continue with the Program. This New Settlement provides those Class Members with a feasible path out of the Program. Without the New Settlement, Class Members who want to leave the Program would not receive a refund of any premiums.

Indeed, the 80% premium refund (less benefits received) provided by the New Settlement is better than options provided to policyholders by other commercial carriers who provide LTC Insurance and have instituted premium increases. As you may know, the problems that have plagued the CalPERS LTC Program over the years are not unique. Since LTC Insurance became popular 25 years ago, almost every commercial LTC Insurance provider in the country has either withdrawn from the market entirely and/or had to impose premium increases. Class Counsel is aware of another LTC insurer that—as recently as last year—was implementing an 80% rate increase but was offering policyholders a "Cash Buyout" option that would only refund roughly 20% of premiums paid.

We are frustrated that the premium refund is 80%, instead of the 100% agreed to by CalPERS in the Prior Settlement. However, that reduction is a result of changes in the LTC Fund's financial condition coupled with CalPERS' need to ensure that it can meet its ongoing obligations to those who retain their LTC policies. We are equally frustrated with the amount to be paid to those who retain their policies. But this amount is all that CalPERS

believes it can afford. If CalPERS were paying more in premium refunds and payments to those retaining their policies, then that could jeopardize its ability to continue paying benefits to its policyholders.

Fourth, time is of the essence in getting relief to Class Members. If this litigation continues, Class Counsel has serious concerns that *thousands* of additional Class Members will pass away and will not personally realize any of the benefits from any potential future verdict and judgment. The average age of the Class is now 76, and since this litigation was initiated nearly a decade ago more than 14,846 Class Members have died. Moreover, even if the Class prevails at trial, CalPERS will undoubtedly appeal. This process could take another 2-4 years and Plaintiffs' actuaries estimate that an additional 9,000 Class Members will die during this time.

Finally, as with any litigation, there is always a chance that the Class could lose at trial (or on appeal). In this lawsuit, Plaintiffs and the Class assert that CalPERS could not implement a premium increase if the increase was caused by or as a result of Class Member's "automatic inflation protection benefits." However, CalPERS and its experts intend to present evidence at trial that the 85% rate increase was *not* related to automatic inflation protection benefits, and that the *primary* reason for the 85% premium increase was a change in CalPERS' expected investment earnings. CalPERS will also argue that a rate increase of 80.1% would have been necessary if it had not implemented the challenged 85% rate increase; that Class Members who reduced their benefits in response to the 85% increase did not suffer any damage because, among other things, they paid lower premiums; and that Class Members who reduced benefits are not entitled to any recovery until they go On Claim and are denied benefits that they would have otherwise received prior to reducing benefits. If a jury (or appellate court) accepted any of these arguments, then Class Members would receive nothing or virtually nothing.

F. Where can I obtain additional information about the New Settlement?

If you have questions about the New Settlement that are not answered in the enclosed documents, you will find additional information on the Settlement website at www.CalPERSLTCClassAction.com. If your questions are still not answered, you can call 1-866-217-8056.

Class Counsel and Plaintiffs are Michael Bidart, Stuart Talley, Gretchen Nelson, Gregory L. Bentley, Eileen Lodyga, Richard Lodyga and Holly Wedding.



[CalPERS Second Class Action Settlement Notice.pdf](#)

AI505_v05

Wedding v. CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

400510490002681417

KATHY R COLLINS
[REDACTED]

Copy -
mailed original 1-5-22

Mail Date: December 13, 2021
Response Deadline: January 28, 2022

REVISED ELECTION FORM

Please complete this form by choosing one option (by putting an 'X' in the box) and signing and printing your name in the space provided below. If you choose more than one option, or return this form with no option selection, please note that you will be deemed to have selected Option 1 and you will receive a refund of your premiums, and you will surrender your CalPERS LTC Policy and release all Released Claims against CalPERS. If you have any questions about your options, please call 1-866-217-8056 or visit the Class Website at www.CalPERSLTCClassAction.com.

A couple of important reminders before you complete the form below:

- CalPERS records show that from when you began paying your LTC premiums though **December 31, 2020**, you paid \$ [REDACTED] in premiums for your insurance and received no benefits. Hence, if you select Option 1 below, the minimum refund amount you will receive from the Settlement if it is approved by the Court is:
\$ [REDACTED]
- It is very important for you to note that, if CalPERS actually received premium payments from you after December 31, 2020, and/or you continued to pay any premium amounts after December 31, 2020, and up through the current date, those premium payments are NOT included in the amount above. If the Settlement is approved, and you select Option 1 below, your estimated settlement payment will be adjusted upward due to those additional premium payments.
- If you have recently submitted a dispute regarding your Settlement category because you believe you are no longer a Category A Settlement Class Member or you do not believe that the amount of the premium refund is accurate, you do not need to respond to this letter.
- The only way to maintain your CalPERS policy and all legal rights against CalPERS is to exclude yourself by marking Option 3 below.

000 0001326 00000000 0002 0002 00663 INS: 0 0

Wedding v. CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

Copy -

mailed original

1-5-22



400510490002717914

HOMER C COLLINS
[REDACTED]

Mail Date: December 13, 2021
Response Deadline: January 28, 2022

REVISED ELECTION FORM

Please complete this form by choosing one option (by putting an 'X' in the box) and signing and printing your name in the space provided below. If you choose more than one option, or return this form with no option selection, please note that you will be deemed to have selected Option 1 and you will receive a refund of your premiums, and you will surrender your CalPERS LTC Policy and release all Released Claims against CalPERS. If you have any questions about your options, please call 1-866-217-8056 or visit the Class Website at www.CalPERSLTCClassAction.com.

A couple of important reminders before you complete the form below:

- CalPERS records show that from when you began paying your LTC premiums though December 31, 2020, you paid \$ [REDACTED] in premiums for your insurance and received no benefits. Hence, if you select Option 1 below, the minimum refund amount you will receive from the Settlement if it is approved by the Court is:
\$ [REDACTED]
- It is very important for you to note that, if CalPERS actually received premium payments from you after December 31, 2020, and/or you continued to pay any premium amounts after December 31, 2020, and up through the current date, those premium payments are NOT included in the amount above. If the Settlement is approved, and you select Option 1 below, your estimated settlement payment will be adjusted upward due to those additional premium payments.
- If you have recently submitted a dispute regarding your Settlement category because you believe you are no longer a Category A Settlement Class Member or you do not believe that the amount of the premium refund is accurate, you do not need to respond to this letter.
- The only way to maintain your CalPERS policy and all legal rights against CalPERS is to exclude yourself by marking Option 3 below.

000 0001328 00000000 0002 0002 00664 INS: 0 0



Ms. Kathy Collins
[Redacted]

F



U.S. POSTAGE
\$0.87
FCM
92503
Date of sale
04/10/23
02 6W SSK
9819200531

USPS FIRST-CLASS MAIL®

1.60 oz

RDC 99

Settlement Administrator
Wedding v Cal Pers
Clo Epiq
Po Box 6790

SHIP TO:

PORTLAND OR 97228 -6790



(420) 97228

Sett
Wed
Clo
P.O. F
Port

1 Robert M. Mead
CalPERS Policy Numbers [REDACTED]

2 [REDACTED]
3 [REDACTED]
4 Intervenor¹

5
6
7
8
9
10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

13 HOLLY WEDDING et al,
14 Plaintiffs,
15 v.
16 CALIFORNIA PUBLIC
17 EMPLOYEES
18 RETIREMENT SYSTEM,
19 Defendants.

LEAD CASE No. BC 517444
JCCP CASE NO. 4936

[Hon. William F. Highberger]

DECLARATION OF ROBERT M. MEAD IN
OBJECTION TO PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT;

OBJECTION TO CLASS ACTION
SETTLEMENT;
MEMORANDUM IN SUPPORT

Hearing: June 6, 2023 – No appearance by Objector

21
22 I DECLARE:

23 1. I am Robert M. Mead. I reside at [REDACTED]
24 [REDACTED] in the County of Sacramento.

25 2. I have personal knowledge on the matters contained in this Declaration and

26 ¹ *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 263, 267. - California class
27 members who object to a proposed settlement must intervene in the action. [see Decl. ¶ 15 in re
28 the fact that the client services of Epic Legal Services are to the Superior Court of California,
County of Los Angeles for the purpose of collecting objections to the settlement agreement.]

1 know them to be true.

2 3. I am a member of the CalPERS Long Term Care (LTC) Insurance Class Action
3 Lawsuit identified above and assigned to settlement Category D. I have been informed
4 and believe it to be true that a settlement offer in the amount of \$ [REDACTED]. This is
5 \$ [REDACTED] or 19.8% less than the original settlement \$ [REDACTED] offered to me as my
6 settlement share.

7 4. I enrolled in the CalPERS LTC Insurance program in 1997 when the offering
8 claim was that the rates would be fixed and not rise. In reliance on that promise, I made
9 an estimated \$ [REDACTED] in payments for CalPERS LTC insurance over the period of time
10 until the notice of increase in the LTC policy rates.

11 5. I received no benefits whatsoever from that CalPERS LTC Insurance.

12 6. I retired from service in California state employment with the Governor's
13 Office of Emergency Service in December 2010 and continued paying LTC premiums.

14 7. I elected to have premiums for CalPERS LTC Insurance deducted from my
15 Retirement Pay Warrant. The last deduction as of June 1, 2013 was \$ [REDACTED] from a gross
16 of \$ [REDACTED] (4.86% of my total retirement warrant). The proposed 85% increase would
17 have increased the LTC deduction to \$ [REDACTED] or 8.99% of my total retirement.

18 8. In February of 2013 – 3 years after I had retired - notices were given by
19 CalPERS LTC that there would be an increase in rates.

20 9. Currently during that period of time, I was involved in divorce litigation causing
21 extraordinary expenses.

22 10. The increase in the cost of CalPERS LTC Insurance put me in the untenable
23 position of having to pay substantially increased rates at a time when it would cause an
24 undue financial hardship to try to maintain those payments.

25 11. Based on the breach of contract, breach of fiduciary good faith and fair
26 dealing, misrepresentation, and other good legal bases causing undue financial hardship
27 and damages, I cancelled my policy with CalPERS LTC.

28 12. Six month later on January 10, 2014, this class action suit was filed in this

1 court to rectify the damages I suffered. (Request for Judicial Notice)

2 13. During the period of discovery, neither attorneys for CalPERS LTC Insurance
3 nor attorneys for the plaintiff classes inquired of me; nor to my knowledge, the various
4 members of the settlement classes of any circumstances or facts bearing on their
5 decisions which ultimately resulted in the creation of sub-classes, my placement in a sub-
6 class or facts that would impact the recovery of damages sought under the legal
7 complaint and causes filed herein.

8 14. I have not received an explanation why the settlement amount is only 40% of
9 my loss while other categories enjoy more favorable treatment.

10
11 **VERIFICATION**

12 I declare under penalty of perjury under the laws of the State of California that I have
13 read the above Declaration and I know it is true of my own knowledge.

14
15 Dated: April 13, 2023

16 
17 Robert M. Mead

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUMMARY OF THE OBJECTION

Sub-Category D and E class members are the only class members that are being deprived of the full rescission benefit by the settlement agreement and limiting their recovery to 40% of the paid premiums. Additionally, the recovery methodology for these Sub Categories is vague.

The implied requirement that policyholders must have maintained premium payments to order to obtain superior rescission benefits is contrary to law.

These class members are also being treated inequitably in relation to the other class members and there is no legal or rational reason why the class members should be treated inequitably. The equitable treatment of class members relative to one another is one of the four factors for settlement approval. (Federal Rule of Civil Procedure, Rule 23 (e)(2)(D))

**OBJECTION TO CLASS ACTION SETTLEMENT
MEMORANDUM IN SUPPORT**

Introduction

California courts look to federal precedent for assistance when there is an absence of state law. Before California adopted its own class action rules, California courts looked to FRCP 23 for guidance. (*City of San Jose v. Superior Court* (1974) 12 Cal.3d 447, 453.) As California has developed its own class action procedures and common law, Rule 23 has become more akin to a gap-filler than a primary source of direction.

1 (*Ticconi v. Blue Shield of California Life & Health Ins. Co.* (2008) 160 Cal.App.4th 528,
2 546.) California courts now look to federal precedent for assistance when there is an
3 absence of state law. (*Hefczyk v. Rady Children's Hospital-San Diego* (2017) 17
4 Cal.App.5th 518, 531.)

5
6 For settlement approval, Rule 23(e)(2) requires that courts analyze four factors: (1)
7 the adequacy of representation by class representatives and class counsel; (2) whether
8 settlement negotiations were done fairly at arm's length; (3) the adequacy of relief
9 provided under the settlement (including the terms of any proposed award of attorney
10 fees); and **(4) the equity of treatment of class members relative to one another.** (Federal
11 Rule of Civil Procedure, Rule 23 (e)(2)(D), emphasis added).
12

13
14 The specific reasons are herein detailed below:
15

16
17 **I**
18 **LTC POLICYHOLDERS WERE NOT LEGALLY OBLIGATED TO**
19 **MAINTAIN CALPERS LTC POLICIES AFTER THE 2013 BREACH OF**
20 **CONTRACT AND BREACH OF IMPLIED COVENANT OF GOOD FAITH AND**
21 **FAIR DEALING.**
22

23 The "*Notice of Proposed Class Action Settlement*" state for Category D that
24 those who "let their policy lapse as a result of the Challenged Increase shall receive a
25 refund equivalent to 40% of all the premiums paid to CalPERS...."
26

27 The Category D members are being penalized for taking the appropriate
28 legal remedy upon breach of contract and breach of implied covenant of good faith and

1 fair dealing.

2 The American Bar Association states²:

3 “In general, the duty of good faith and fair dealing means, for example, that parties
4 cannot evade the spirit of the bargain, lack diligence or slack off, perform incorrectly on
5 purpose, abuse their power when specifying the terms of a contract, or interfere with or
6 fail to cooperate in the other party’s performance. Let’s further analyze this last example
7 because, as stated above, most executives and attorneys do not realize that some
8 jurisdictions include it in the duty of good faith and fair dealing.
9
10

11 **Interfering with or Failing to Cooperate in the Other Party’s Performance**

12 As stated above, each party to a contract has a duty to do everything that the
13 contract assumes he or she will do to accomplish its purpose. This means that your
14 performance under a contract is excused—or does not need to happen—if your
15 performance is prevented or hindered by the other party to the contract. In other words,
16 your performance in a contract does not need to be completed—and you won’t be
17 considered to have breached the contract—if the other party is interfering with or fails to
18 cooperate with your performance. The theory behind this principle is that a party cannot
19 interfere with or fail to cooperate with your performance and then complain about it.”
20
21
22

23 This nationally recognized legal principle is incorporated into California
24 law and has been adopted by the Judicial Council of California Civil Jury Instructions
25 (CACI) #325 (Breach of Implied Covenant of Good Faith and Faith Dealing- Essential
26

27 ² [https://www.americanbar.org/groups/litigation/committees/business-torts-unfair-](https://www.americanbar.org/groups/litigation/committees/business-torts-unfair-competition/practice/2016/duty-of-good-faith-fair-dealing/)
28 [competition/practice/2016/duty-of-good-faith-fair-dealing/](https://www.americanbar.org/groups/litigation/committees/business-torts-unfair-competition/practice/2016/duty-of-good-faith-fair-dealing/)

1 Factual Elements).

2 CACI # 325 states:

3 **“The implied promise of good faith and fair dealing cannot create obligations**
4 **that are inconsistent with the terms of the contract.”**

5
6 The Settlement Agreement does just that – it implies that the LTC
7 Policyholders in Category D were under an obligation to continue to pay double the
8 premiums because CalPERS unilaterally changed the actual and implied contract
9 understanding that the premiums would not be increased.

10
11 Neither CalPERS nor the Settlement Agreement may make amendments to
12 the contract that operate to retroactively impair accrued rights. (*Cobb v.*
13 *Ironwood Country Club* (2015) 233 Cal.App.4th 960, 963).

14
15 Neither CalPERS nor the Settlement Agreement can impose substantive
16 duties or limits on the contracting parties beyond those incorporated in the specific terms
17 of their agreement.” (*Guz v. Bechtel National, Inc.* (2000) 24 Cal.4th 317, 349–350).

18
19 The premiums were fixed under the LTC Policy. “If there exists a
20 contractual relationship between the parties . . . the implied covenant is limited to
21 assuring compliance with the express terms of the contract, and cannot be extended to
22 create obligations not contemplated in the contract.” (*Racine & Laramie, Ltd. v.*
23 *Department of Parks & Recreation* (1992) 11 Cal.App.4th 1026, at p. 1032, internal
24 citations omitted.) The increase in premiums was not contemplated in the policy contract.

25
26
27 The Category D policyholders are being penalized- in comparison to the
28

1 other settlement categories – for exercising their legal rights by imposing an obligation
2 not contemplated in the policy contract. We were expected to continue to pay
3 extortionate premium increases – without legal justification and against public legal
4 policy - in order to obtain our legal rights related to rescission and restitution.
5

6
7 **II.**

8 **THE PROPOSED SETTLEMENT IS DEFICIENT IN THAT NEITHER THE**
9 **COURT NOR THE CLASS MEMBERS WERE PROVIDED WITH THE DATA**
10 **OR RATIONALE TO REASONABLY DETERMINE IF THE SUB-CLASSES**
11 **WERE EQUITABLY TREATED IN RELATION TO ONE ANOTHER.**

12 Although the settlement notice letter indicates at Topic B. that a class member
13 may obtain “more information about the settlement,” such information was not provided.

14 Courts typically calculate and apportion damages based on a methodology
15 submitted by plaintiffs’ experts, but the calculation itself will often depend on the
16 characteristics of each class member.
17

18 The U.S. Supreme Court requires Plaintiffs to show a specific calculation of
19 damages for the specific theory of harm for which a class is certified. In *Comcast Corp.*
20 *v. Behrend*, the Supreme Court ruled in a 5-4 decision that a class cannot be certified
21 under Rule 23(b)(3) unless plaintiffs prove that they can calculate damages on a
22 classwide basis, and that the proposed damages methodology isolates damages to the
23 specific theory of harm for which the class is certified.
24
25

26 “As a general rule if the defendant’s liability can be determined by facts common
27 to all members of the class, a class will be certified even if the members must
28

1 individually prove their damages.” (*Brinker Rest. Corp. v. Superior Court of San Diego*
2 *Cnty.* (2102) 139 Cal.Rptr.3d 315, 328)

3 The issue is not certification, but rather whether a “specific calculation of damages
4 for the specific theory of harm” was developed for each of the sub-classes and whether
5 there was an adequate collection of data to substantiate the individual class member’s
6 actual damages.
7

8 The settlement proposal before this Court does not demonstrate that the minimum
9 information was collected and analyzed with a methodology that equitably establishes
10 those damages actually incurred by the sub-class members.
11

12
13
14 **III.**
15 **THE PROPOSED SETTLEMENNT CAUSES UNJUST ENRICHMENT TO**
16 **CALPERS AND SOME SUB-CLASSES.**

17 Unjust enrichment in California occurs when a person obtains a benefit that he or
18 she may not justly retain because the benefit was received at another's expense. *Unilab*
19 *Corp. v. Angeles-IPA*, 244 Cal. App. 4th 622, 639 (2016) (“Where a person obtains a
20 benefit that he or she may not justly retain, the person is unjustly enriched.”); *Ghirardo v.*
21 *Antonioli*, 14 Cal. 4th 39, 51 (1996) (“Under the law of restitution, an individual may be
22 required to make restitution if he is unjustly enriched at the expense of another. A person
23 is enriched if he receives a benefit at another’s expense.”) (citations omitted).
24

25
26 In “*Astiana v. Hain Celestial Group, Inc.*, 783 F.3d 753 (9th Cir. 2015), wherein
27 the Ninth Circuit stated that “[w]hen a plaintiff alleges unjust enrichment, a court may
28

1 construe the cause of action as a quasi-contract claim seeking restitution." *Astiana*, 783
2 F.3d at 762 (citations omitted)." *Jordan v. Wonderful Citrus Packing LLC*, CASE NO.
3 1:18-CV-00401-AWI-SAB, 5 (E.D. Cal. Sep. 10, 2018)

4 In the present Settlement Proposal (absent an information-based methodology), the
5 sub-classes are seeking rescission of a contract because the CalPERS LTC breached their
6 fiduciary and contractual promise not to raise the rates to the policyholders.
7

8 However, some policyholders did not suffer damages by way of a loss of the
9 benefits promised in the long-term care contract with CalPERS. Take for example,
10 Category H³.
11

12 Sub-class members of Category H received all the benefits of the Long Term Care
13 Policy. According to the Notice of Class Action Settlement, members of this class may
14 have received Nursing Home Benefits of up to \$341.25 daily or \$124,556.25 annually. If
15 these members were taking benefits for 10 years, they would have received
16 \$1,245,562.50.
17

18 CalPERS claim in this matter is that those taking LTC benefits exceeded the cost
19 of the benefits CalPERS in received premium payments, thus a price increase was
20
21

22 _____
23 3

24 Category H: Participating Settlement Class 25 Members who paid the Challenged 26 Increase, went On Claim, and exhausted 27 their benefits before the Final Settlement 28 Date	Participating Settlement Class Members who paid the Challenged Increase, who went On Claim at any time before the Final Settlement Date, and exhausted their benefits before the Final Settlement Date, shall receive a refund of all Additional Premiums paid.
--	--

1 necessary to offset the additional cost to the LTC program. In essence, Category H
2 members were taking more out of the insurance fund than they had paid in.

3 Consequently, those who had not started taking benefits had to increase their premium
4 payments to pay for those currently taking benefits
5

6 Here, Category H sub-class member will also receive 100% of the additional
7 premiums paid. This sub-class was made whole even though they received a
8 disproportionate amount of benefits.
9

10 In contrast, Category D⁴ sub class members have their benefits offset against the
11 amounts paid in, then only receive one-half (1/2) of the premiums paid in. The disparate
12 treatment of the sub-class Category D does not take into consideration of the financial
13 hardships caused by the unexpected increase and imputes an implied requirement to
14 maintain their obligation to pay the policy increase imposed in beach of the LTC contract
15 and the good faith and fair dealing obligation on the part of CalPERS.
16
17

18 When looking at the relative settlements, Category H is benefitting at the expense
19

20
21 **Category D: Participating
22 Settlement Class Members who
23 let their CalPERS LTC Policy
24 Lapse between February 1,
25 2013 and December 31, 2014**

**Participating Settlement Class Members who let their
CalPERS LTC Policy Lapse between February 1, 2013 and
December 31, 2014, and who submit a claim form stating
under penalty of perjury that they let their policy lapse as a
result of the Challenged Increase shall receive a refund
equivalent to one-half (1/2) of all premiums paid to CalPERS
for their CalPERS LTC Policy from the inception of their
CalPERS LTC Policy through the date their CalPERS LTC
Policy Lapsed, less any amounts paid in benefits under their
CalPERS LTC Policy.**

1 of Category D. Category D paid in premiums to the LTC fund which Category H used
2 and exhausted for benefits, but Category D will not be made whole like Category H.

3 **Unequal standard between the sub-classes**

4 The Settlement Proposal arbitrarily assigns sub-class categories between those
5 have benefits offset against the recovery and those classes which do not. There is no
6 rational reason why a sub-class member that received all his/her benefits should also get
7 all his/her excess premiums; whereas another sub-class member who received NO
8 benefits will be awarded ½ the premiums paid in and if benefits were received, that
9 recovery is offset by the benefit.
10
11

12 Simply put, that treatment of Category D is inequitable, unfair, illogical and
13 unsubstantiated by any factual reasons.
14

15 **Unequal application of law of rescission**

16 The Complaint in this action sought rescission and the Settlement Agreement
17 grants to some, but not all parties, the benefits of rescission. The Settlement Proposal
18 does not comport with the legal theory of rescission in that the sub-class are not restored
19 to their original position. (see Civil Code § 1691(b) – “Restore to the other party
20 everything of value which he has received from him under the contract or offer to restore
21 the same upon condition that the other party do likewise, unless the latter is unable or
22 positively refuses to do so.”; see also Civil Code § 1693 – “When relief based upon
23 rescission is claimed in an action or proceeding, such relief shall not be denied because of
24 delay in giving notice of rescission unless such delay has been substantially prejudicial to
25
26
27
28

1 the other party.”)

2 Category D members understood in 2013 when CalPERS LTC wrongly raised the
3 premiums in contravention of the policy covenants that the remedy was rescission.

4 However, Category D members are prejudiced by the intervening time and negotiations
5 that somehow misstates the remedy of rescission for all sub-classes equally claimed in
6 the originally filed complaint.
7

8
9
10 **CalPERS retains 60% of paid in premiums without providing benefit.**

11 Going to the core, CalPERS is also unjustly enriched. Unlike *Astiana*, 783 F.3d at
12 762, this is an actual contract claim wherein the breaching party, CalPERS, did not
13 deliver any insurance benefit, yet is retaining 60% of the premiums.
14

15 This is a textbook example of an insurer being enriched at the expense of the
16 insured.

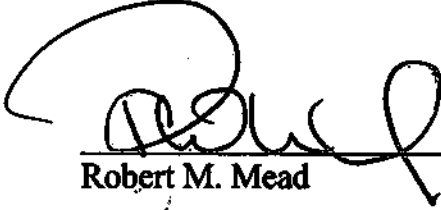
17
18 [CalPERS] may not justly retain the benefit received at another’s expense. *Unilab*
19 *Corp. v. Angeles-IPA*, 244 Cal. App. 4th 622, 639 (2016).
20

21
22 **CONCLUSION**

23 For the above state reasons, the Court is justified in requiring the Settlement
24 Agreement be amended to provide equal treatment of all settlement category members
25 and that Category D members are not penalized for relying on established legal process
26 when there is a breach of good faith and fair dealing causing a breach of contract.
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Date: April 13, 2023



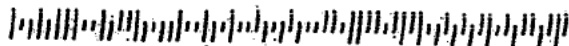
Robert M. Mead

Robert M. Mead



Wedding v. CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

972286790 8913



Robert W. Bronkall

April 14, 2023

Wedding v. CalPERS
P.O. Box 6790
Portland, OR 97228-6790

RE: OBJECTION
Holly Wedding et al. v. California Public Employees' Retirement System et al.,
Case No. BC517444

Honorable William F. Highberger,

Required Data:

1. The case name and number for this action: **Holly Wedding et al. v. California Public Employees' Retirement System et al., Case No. BC517444**
2. The full name of the objecting Settlement Class Member: **Robert W. Bronkall**
3. The Settlement Class Member's LTC policy number: [REDACTED]
4. The basis for the objection: **Described below.**
5. If the Settlement Class Member intends to appear at the Final Fairness Hearing: **No. It is approximately a 12 hour drive from my residence in Eureka CA to the court in Los Angeles and such a trip places an undue burden and hardship upon me. However, I am available to participate via ZOOM, by telephone, or any other way to participate remotely from Eureka CA.**
6. The identity of the Settlement Class Member's counsel, if any: **None.**

Basis of Objection:

It has come to my attention that proposed settlement of the above referenced case will provide a refund of 80% of premiums paid by Category A members; and that CalPERS believes that any percentage above 80% would jeopardize the viability of the LTC program. I object to the proposed settlement of refunding only 80% of the premiums that I have paid.

A fair settlement would be 80% cash payout now and the remaining 20% paid over time in installments so as not to adversely affect the viable of the LTC program. That gives CalPERS LTC the investment value from my premiums over the past 20+ years to fund their LTC program.

(continued on next page)

April 14, 2023

OBJECTION Wedding VS CalPERS - Case No. BC517444

Page 2

According to the April 2023 proposed settlement paperwork, I have paid \$ [REDACTED] in premiums from 8/2002 to 12/2022; that's 20.25 years. I realize that over time my premiums have increased, but for sake of illustrating the value of compounded interest earnings, let's take my total premiums paid over 20.25 years of \$ [REDACTED] and divide it by 243 months (20.25 years * 12 / mo / year = 243 months), which results in an average monthly premium payment of \$ [REDACTED] per month. Assuming a modest 6% return, and using the compounding formula for monthly contributions:

$$A = PMT * \frac{(1 + \frac{r}{n})^{nt} - 1}{\frac{r}{n}}$$

Where: A = Account balance at end of term = \$ [REDACTED] [calculated]

PMT = monthly payment = \$ [REDACTED] / month

n = number of times compounded per year = 12

r = rate = 6% = 0.06

t = term = 20.25 years

At 6% rate of return, CalPERS LTC would have made \$ [REDACTED] (\$ [REDACTED] - \$ [REDACTED]) in interest.

At 10% rate of return, CalPERS LTC would have made \$ [REDACTED] in interest! That's more than double the value of the premiums that I paid.

While these calculations have assumptions, it is to illustrate to the court the magnitude of the earning potential of monthly premium payments that I made. By signing up for CalPERS LTC, I have lost out on this earning potential and I am now being asked to lose 20% of my premiums paid. In hindsight, knowing what a disaster the CalPERS LTC would become, I would have invested this money independently and I would have fared much better in saving for my long term care needs. Considering how much interest CalPERS LTC has made from the premiums that I paid over 20.25 years, it is unfathomable how CalPERS could argue that in addition to me losing out on investment earnings that I should also forfeit 20% of my premiums paid due to their grossly negligent actuarial work.

When considering this, it is important to understand that the actuaries who calculated the premiums for the LTC program were grossly negligent. In 2002 my premiums were \$ [REDACTED] / month. In 2022, after the latest premium hike, my premiums are now \$ [REDACTED] / month. This represents a 997% increase in premiums from 2002 to present (\$ [REDACTED] / \$ [REDACTED] = 997.3%). By comparison, the CPI (California, All urban consumers) increase from 08/2002 to 06/2022 is 72.4% (See Attachment "1"). These CPI date ranges are the closest CPI ranges to when I signed up for CalPERS LTC. Recognizing that rate increases

(continued on next page)

April 14, 2023

OBJECTION Wedding VS CalPERS - Case No. BC517444

Page 3

are necessary to keep up with cost rises over time, if the premiums were annually adjusted by the CPI starting in 2002, my 2022 premium would be around \$ [redacted] / month ($\$ [redacted] + [\$ [redacted] * 72.4\%]$) = \$ [redacted].

For comparison, let's assume that with the latest premium hike that the actuaries at CalPERS LTC have calculated is what the premium for LTC insurance really needs to be. Let's take my new 2022 premium of \$ [redacted] / month and backwards calculate what my monthly premium would have been in 2002 assuming the same 72.4% CPI increase. Working backwards, using the CPI, the monthly premiums in 2002 would have been closer to \$ [redacted] / month ($\$ [redacted] + [\$ [redacted] * 72.4\%]$) = \$ [redacted].

Let's now compare my initial monthly 2002 premium of \$ [redacted] / month to the 2002 backwards-calculated premium of \$ [redacted] / month. This represents a difference of 578% ($\$ [redacted] / \$ [redacted] = 578\%$). It is clear – without any reasonable doubt – that the actuarial calculations in 2002 were grossly negligent. It is time for CalPERS LTC to recognize this and enter into a fair settlement.

Returning your attention back to the illustrative earned interest calculations and consider how the proposed settlement is dividing up the premiums and the interest earned.

	<u>6% interest</u>		<u>6% interest</u>
Premiums	\$ [redacted] (51%)	Premiums less 20%	\$ [redacted] (41%)
Interest earned	\$ [redacted] (49%)	Interest Earned + 20% premiums	\$ [redacted] (59%)

	<u>10% interest</u>		<u>10% interest</u>
Premiums	\$ [redacted] (31%)	Premiums less 20%	\$ [redacted] (25%)
Interest earned	\$ [redacted] (69%)	Interest Earned + 20% premiums	\$ [redacted] (75%)

It is clear that CalPERS LTC will make out quite handsomely with the proposed settlement of all the interest earned plus 20% of the premiums paid. At 6% interest it is a 41/59 split; at 10% it is 25/75 split. As the interest earned increases, the equity of the split becomes even more imbalanced. Is 6% an unrealistic rate of return? The answer is no. As an example, the average annual rate of return of the S&P500 was 4.6% from 2002 to 2022. I would assume that the highly compensated, expert fund managers at CalPERS LTC would easily have been able to beat the S&P rate and earned at least 6%. At a minimum, CalPERS LTC needs to understand that returning 100% of the premium paid is the fair and right thing to do.

(continued on next page)

Robert W. Bronkall

April 14, 2023

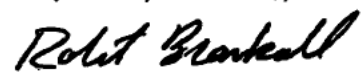
OBJECTION Wedding VS CalPERS - Case No. BC517444

Page 4

I fully support a 100% refund of all premiums paid. This can be a cash payout of 80% now with 20% paid in installments over time to protect the viability of the CalPERS LTC program. This is by far the fairest way to resolve this matter.

If you have any questions, please feel free to call me at [REDACTED] Thank you for your time and consideration.

Respectfully submitted,



Robert W. Bronkall

Attachment "1"

Research X
dir.ca.gov/oprf/CP/CPICalculator/CPICalculator.aspx
ASUS Login ARB Home Search Google AR Day Weather | Los Coas Gmail S21SD MASTER Google today AR lbn CSMS

EST. 1927 Industrial Relations Labor Law Safety & Health Workers Comp Self Insurance Apprentic

Office of the Director | Consumer Price Index Calculator

Consumer Price Index Calculator

1. Select an Index

California

2. Select index type

All Urban Consumers

3. Select beginning month

August

4. Select beginning year

2002

5. Select ending month

June

6. Select ending year

2022

Beginning Index Value

186.8

Ending Index Value

322.043

Based upon the index, index type, and the time period you have specified, the percent change in the Consumer Price Index is equal to:

72.4%

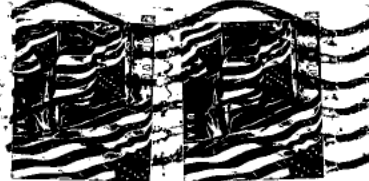
AS-IS

Document Control



EUREKA CA 955

15 APR 2023 PM 1 L



Wedding v. CalPERS
P.O. Box 6790
Portland, OR 97228-6790

97228-679090



RICHARD P. SYBERT

April 16, 2023

Wedding v CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

re: Objection to proposed New Settlement

Dear Sirs:

(1) Case name and number

Holly Wedding . et al. v. California Publoic Employees Retirement System, et al., Case No. BC517444, Los Angeles Superior Court

(2) Full name of the objecting Settlement Class Member

Richard Paul Sybert

(3) the Settlement Class Member's LTC policy number

Coverage ID Number [REDACTED]

(4) the basis for the objection

I object to the "no more than \$80 million which will be used to pay Class Counsel's Attorneys' Fees, unreimbursed litigation expenses incurred by Class Counsel that are no more than \$2.5 million, and Settlement Administration costs for both the Prior Settlement and this Settlement which are estimated to be \$5 million and Service Awards for the Plaintiffs."

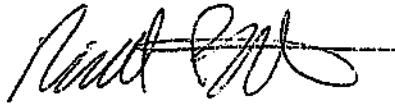
I signed up for this program and have been paying full premiums, including all the increases, for almost 30 years. I have done so because I want the financial security and stability in case I need long-term care. So did everyone else who signed up. The notion that somehow CalPERS was bound to be anything but actuarially sound and responsible, which may well entail substantial premium increases, is fatuous. All that this class action and settlement will do is take tens of millions of dollars away from the insurance pool that I am counting on, and put it on a less sound financial footing. I see the lawsuit and this settlement as conferring no benefit whatsoever to the class, rather, to the contrary. In particular, to award these attorneys fees is a pure misapplication of our premium dollars that ought to go instead to caring for retirees. I object.

(5) if the Settlement Class member intends to appear at the Final Approval Hearing

No

(6) the identity of the Settlement Class Member's counsel, if any
No counsel

Yours truly,

A handwritten signature in black ink, appearing to read "Richard P. Sybert", written in a cursive style.

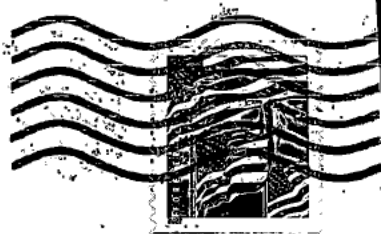
Richard P. Sybert

SYBERT



SAN DIEGO CA 920

17 APR 2023 PM 5 L



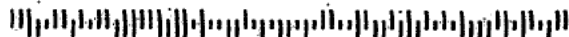
WEDDING v CALPERS

c/o EPIQ

P.O. BOX 6790

PORTLAND, OR 97228-6790

97228-679090



[REDACTED]
April 21, 2023

Wedding v. CalPERS
c/o Epiq
P.O. Box 6790
Portland OR 97228-6790

Re: *Objection to the New Settlement*

Dear Sir or Madam:

I hereby respectfully object to an aspect of the proposed New Settlement. I will explain below.

First, your required information:

1. Wedding v. CalPERS, Case No. BC517444 (Los Angeles County Superior Court).
2. Theodore J. Stroll.
3. CalPERS Policy No. [REDACTED]
4. See below.
5. No.
6. None.

My objection is to class counsel being paid as much as \$80 million. This is the kind of class-action lawsuit resolution that inspires cynicism about our legal system generally and class-action litigation in particular. Class members will receive a paltry \$1,000 and the minimal benefit of a one-year postponement in increases in long-term care monthly premiums. By contrast, I have this vision of class counsel retiring to mansions in Aspen, Colo., or St. Moritz, Switzerland, based on the proposed attorney fees and costs award (minus, I do understand, a small fraction of the total award for anticipated administrative expenses and modest awards to the named plaintiffs). On what hourly basis or other basis is the attorney fees award based? The lengthy documentation I received in the mail does not say.

Naturally, class counsel will be delighted with the outcome of this settlement agreement. CalPERS will also be, because for a disbursement of what I understand to be about \$800 million it is freed from its original contractual terms and can continue to operate the long-term care program with such premium increases as it deems warranted, resuming near the end of 2024.

I understand the predicament that CalPERS finds itself in and support the New Settlement to the extent that it keeps the long-term care program solvent.

So, my objection is limited to the proposed fees and costs award. I request a rigorous examination of the basis for class counsel's requested attorney fees and costs reimbursement.

I wish to remain in the class and select Option 2 in Category A, i.e., to retain my policy. I will also submit that choice electronically, as specified in the letter I received.

Sincerely,

A handwritten signature in black ink, appearing to read 'TJ Stroll', written in a cursive style.

Theodore J. Stroll

TED STROLL

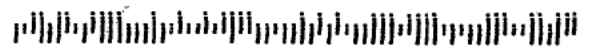


SAN JOSE CA 95137

21 APR

Wedding v. CalPERS
c/o Epiq
P.O. Box 6790
Portland OR 97228-6790

97228-679090



April 17, 2023

Mr. Steven B. McDonald

Wedding v CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

In the matter of:

Holly Wedding, et al. v. California Public Employee's Retirement System, et al. Case No. BC517444

I, Steven Bradley McDonald, LTC Policy # [REDACTED], hereby object to the "New Settlement." My bases for the objection are:

1) Information is incomplete. For example, if over 14,000 members have already died since the inception of this action, and a projected 9,000 members may also die before this action is resolved, how much money does that represent? What is the total amount of premiums from all class members? Is this policy underwritten? Why are ALL THESE FACTS not addressed? This is outrageous!

2) No details to all Class members as to why there is \$80 million allotted for attorneys without accurate justification as to how much this represents. Is it 33% attorney fees, or 80%? After the Alex Murdaugh trial opened our eyes, FULL ACCOUNTABILITY is now required. I demand full disclosure BEFORE making decisions! Why would class members only receive 80% of their paid premiums, when clearly there is \$80 million available? This is egregious!

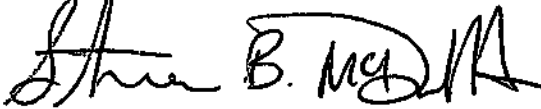
3) I do not loan money interest free to anyone. If I have met my contractual obligation by paying premiums on time for 20 years, a nominal interest rate would be 3% to 5%. In deed that would be the only fair way to settle this for all class members as far as "actual damages." But what about a *penalty* to hold CalPERS accountable? I have met my contractual obligation. CalPERS has not. This penalty could serve as money class members deserve to use for their future long term care, now that they are rendered uninsured.

5) If I am only proposed to receive 80% of my paid premiums, then why am I being forced to pay 100% of my future premiums, knowing full well that I will only get 80% of those premiums back? This is ludicrous! All the while Calpers has breached the contract, without any penalty, punishment or repercussions for the contractual breach. As a class member, I am being punished and suffering severe repercussions because now I am uninsured and of an age that I am uninsurable. This is preposterous!

Breaching a contract should be *punishable* with far more than a return of premiums. This New settlement is completely wrong for the class members. It's as if all of the victims of this breach will only get 80% of their money, without any interest or penalty. They will be left high and dry, uninsurable and uninsured while the attorneys get rich, in the millions, off the backs of current and retired firefighters, police officers and teachers.

I do not intend to appear at the Final Approval Hearing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Steven B. McDonald". The signature is written in a cursive style with a large, sweeping initial "S" and a distinct "M" at the end.

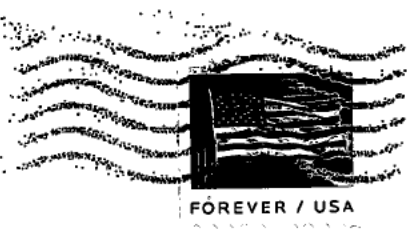
Steven B. McDonald

Mr. Steven McDonald



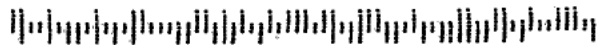
MEDFORD OR 975

24 APR 2023 PM 7 1



Wedding v CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

972286790



STATEMENT OF OBJECTION TO PROPOSED CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

Holly Wedding, et al.

v.

California Public Employees
Retirement System, et al.


Case No. BC517444

I, STEVEN BENITO RUSSO, am a member of the plaintiff class in the case entitled *Holly Wedding, et al. v. California Public Employees Retirement System, et al.* I am a class member because I am a current Long-Term Care Insurance policyholder, holding policy number 41-177814, and I currently am not receiving any benefits under the policy.

I object to the proposed settlement of the lawsuit. My grounds for objecting to the proposed settlement are as follows:

The proposed settlement does not provide adequate relief for my injury suffered as a result of the Defendants' actions in raising premiums to an unconscionable level in order to maintain my promised coverage, despite making assurances before I subscribed to the coverage, as alleged in the complaint, that my premiums would remain reasonably priced. Under the proposed settlement, if I choose to maintain my long-term care coverage – which I want do – I will receive only a mere \$ [REDACTED] of relief from the over \$ [REDACTED] that I already have paid in premiums, I must continue to pay premiums at their current unconscionable levels, and I will be required to pay even higher premiums, at CalPERS' sole discretion, after a short moratorium on premium increases of only about 15 months. Alternatively, if I choose to terminate my coverage – which I do not want to do – I will be left without long-term care coverage, and I will not be able to obtain replacement coverage at an affordable price, due to my being much older than I was when I instituted my CalPERS long-term care coverage, and I must forfeit 20 percent of the premiums I have paid, even though I have not received any benefits from my coverage. Regardless of which settlement option I choose, I remain an injured party with no meaningful mitigation of my injury.

Respectfully submitted,



Steven Benito Russo
[REDACTED]

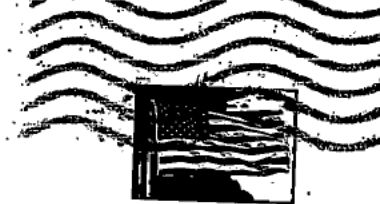
April 25, 2023

STEVEN BENITO RUSSO



SACRAMENTO CA 957

26 APR 2023 PM 4 L



FOREVER / USA

WEDDING v. CalPERS

c/o Epiq

P.O. Box 6790

Portland, OR 97228-6790

97228-679090



1
2
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

██████████ OOK
██████████
████████████████████

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

WEDDING, Et Al

Plaintiffs,

vs.

CALPERS,

Defendant.

Case No.: BC517444
**NOTICE OF OBJECTION TO
PROPOSED 'NEW SETTLEMENT'
BASED ON INADEQUACEY,
POSTMARKED JUNE, 6, 2023 FOR
FINAL REVIEWING HEARING**

DATE: July 26, 2023
TIME: 11:00 a.m.
DEPT: 10

Judge: unknown
Dept: 10
Action Filed: 2013
Hearing Date: July 26, 2023

1. I am a 'CATEGORY E' Settlement Class Member. My LTC policy number is ██████████
2. When this litigation began I was 82 years old. I am now 92 years old. Through June of 2021 all premium payments were made in full and on time. Then, in the summer of 2021, as a settlement was being agreed upon, I received a notice of a proposed 85% increase in my premiums. At that time I was given the option of either paying the increased premium or terminating my policy. Since I live on a fixed income, and considering the large proposed increase, I stopped payment of premiums.

- 1 3. Although at the time of the increase notice in the summer of 2021 there was ongoing
2 settlement negotiations the notice of premium increase by CALPERS did not give any
3 explanation of the consequences of stopping payment of premiums during the
4 ongoing settlement negotiations. Our counsel did not give feedback either.
5
- 6 4. Subsequently, in the Fall of 2021, I received additional notice that if I swore, under oath,
7 that the reason I stopped payment of premiums was because of the proposed 85%
8 premium increase, which I could not afford, I would then be included in the ongoing
9 settlement process. I was subsequently notified that I would be included in the settlement.
10
- 11 5. When I was notified of my inclusion in the settlement process, in Fall 2021, I was also
12 notified by CALPERS that I would NOT be allowed to bring my premiums up to date (which
13 at that time would have been five months of payments). Also that if I desired, I could, in
14 effect, petition CALPERS for reinstatement on the condition that my policy would have to
15 undergo a new 'underwriting' process. I affirmed that I wanted to reinstate, sending a
16 letter, confirming that choice under penalty of perjury (Exhibit A attached hereto). I never
17 heard from CALPERS again about that process.
18
- 19 6. Then, in December 2021, I was notified that if I desired to be part of the ongoing
20 settlement process I would have to so indicate in writing. I did follow that process and
21 submitted such paperwork (Exhibit A). At that time, and as I indicated on the submitted
22 paperwork; I again requested reinstatement of my policy for which I was willing to pay all
23 back premiums.
24
- 25 7. Both of my requests to be reinstated were never responded to by CALPERS. Of course,
26 those settlement negotiations did not succeed, and in May 2022 I was notified that new
27 settlement negotiations would begin.
28

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
8. It is my assertion that CALPERS knew, when they gave notice in Summer of 2021, that if a party stopped payment of premiums their status as a plaintiff in the ongoing litigation would change dramatically. The result is that members of Category E, and myself, are being offered substantially less if the current settlement goes through.
 9. The first settlement proposal indicated that ALL policy holders monies would be transferred to any new provider and subsequently applied to future premiums. My premiums in CALPERS totaled approximately \$ [REDACTED]. My currently proposed settlement amount would be \$ [REDACTED] as of the this date, under the proposed 'New Settlement'
 10. I believe this series of events is grossly unfair, unreasonable and inadequate and that, essentially, I was forced to surrender my policy while CALPERS was fully aware of the consequences, which they did not disclose. Nor did the Class counsel.
 11. The current CALPERS notice indicates that since the beginning of litigation, over ten years ago, 14,846 Class Members have died and another 9,000 could be anticipated to die if litigation continues another 2-4 years. It also indicates that monies for attorney's fees will be set aside in the amount of 80 million dollars plus an additional 3 million dollars for unreimbursed litigation expenses and administration costs.
 12. During all this time I have had no insurance and CALPERS has been non-responsive to my request for reinstatement. I also feel that the process CALPERS followed to terminate policies was done knowingly to reduce their liability and with full knowledge of the capacity of their elderly policy holders to comprehend the consequences of terminating coverage. That this was done prior to any increase to frighten and deter continuing participation by what they acknowledge is a class with an average now of 76.

1 13. I am being offered a settlement of \$ [REDACTED] after decades of reliance and good faith
2 payment of premiums. An amount which wouldn't, most likely, even cover my costs for
3 one week in a care facility. I do not see the FAIRNESS, REASONABLENESS, nor ADEQUACEY
4 in such a proposal. I therefore OBJECT to the proposed settlement. I also ask the court to at
5 least review the number of other members of 'CATEGORY E' who are affected as a
6 percentage of all included litigants to determine if we were INTENTIONALLY or
7 NEGLIGENTLY excluded from 'CATEGORY A' in order to reduce the legal liability of CALPERS.
8
9

10
11 DATED: May 4, 2023

12 *Dorothy I. Snook*

13 Dorothy I. Snook
14 LTC Policy Number [REDACTED]
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CALPERS LONG-TERM CARE INSURANCE

CATEGORY E—LAPSE CLAIM FORM (POLICIES THAT LAPSED ON OR AFTER 1/1/15)

Legal Name: Dorothy I Snook

CalPERS Policy Number: [REDACTED]

Current Address: [REDACTED]

CalPERS' records indicate that in February 2013 you had a Long-Term Care ("LTC") Insurance Policy issued by CalPERS and were informed by CalPERS in or about February 2013 that your CalPERS LTC Policy would be subjected to an 85% premium increase. CalPERS' records also indicated that sometime on or after January 1, 2015, you let your CalPERS LTC Policy lapse.

As described more fully in the Class Notice accompanying this Lapse Claim Form, the terms of the proposed Class Action Settlement between CalPERS and the Class provide that individuals who let their LTC Policy lapse on or after January 1, 2015, may be entitled to receive a refund of all Additional Premiums paid as a result of the 85% premium increase or \$[REDACTED] whichever is greater. However, in order to receive this refund, you must declare under penalty of perjury that you let your CalPERS LTC Policy lapse as a result of the 85% premium increase that CalPERS announced in February 2013. For purposes of this provision, "as a result of" means that the premium increase was a substantial factor in your decision to let your Policy lapse.

CalPERS' records show that you paid in Additional Premiums as a result of the 85% increase. Thus, if the Settlement is approved by the Court, you will receive:

\$ [REDACTED]

To receive your refund under the Settlement, you are required to fill out and return this Lapse Claim Form by no later than January 28, 2022. If you do not fill out and return the Lapse Claim Form by this date, you will receive nothing from the Settlement.

You can access and submit this Claim Form online at www.CalPERSLTCClassAction.com with the UniqueID and PIN printed above.

ATTESTATION

I hereby declare under penalty of perjury under the laws of the State of California that I let my CalPERS LTC Policy lapse as a result of the 85% premium increase that CalPERS announced in February 2013.

<i>Dorothy I. Snook</i>	DATE: 01 - 12 - 2022
SIGNATURE	MM DD YYYY
Dorothy I. Snook	
PRINT NAME	

Exhibit A

Helen and William Neff

May 8, 2023

Wedding v CalPERS

c/o EPIQ

PO Box 6790

Portland, OR 97228-6790

Dear Sirs and Madams

This letter is to object to:

In addition to the refunds and other relief provided to Class Members, CalPERS has also agreed as part of the New Settlement to separately pay no more than \$80 million that will be used to pay Class Counsels' attorneys' fees, unreimbursed litigation expenses incurred by Class Counsel that are no more than \$2.5 million, Settlement Administration costs for both the Prior Settlement and this Settlement (estimated to be \$5 million), and Service Awards for the Plaintiffs.

A request will be made to the Court for approval of a total amount not to exceed \$85,000 for Service Awards to be paid from the award of fees and costs. This payment is for the service Plaintiffs have provided to the Class in bringing this lawsuit and for taking on the risk of litigation, and for the extensive assistance they provided throughout the course of the Action. The Court may award less than the amount requested for Service Awards and it may award less in attorneys' fees and expenses.

Reasons for this objection:

- We did not hire these attorneys. They have done nothing for us. We did not ask for this lawsuit.
- These attorneys lost their case in court in 2019. They independently decided to pursue the issue further. They took the risk. Policy holders should not have to pay for this decision.
- The 2021 settlement failed. Anyone with any knowledge of long-term care policies knew their claim of being able to offer a replacement policy was a long-shot and probably not achievable.
- The 2023 settlement does nothing for those of us who want to keep our policies: \$1000 payment is less than a few months premiums. "No premium increase for a year" does not offer a cap or index for future premium increases.
- For this, they are requesting up to \$80 million, plus \$2.5 million plus \$5 million, all to be paid from Cal-PERS Long Term Care funds. These are the monies that we are counting on to pay our claims.
- We also protest payments to the plaintiffs. For the same reasons.

Policy holders have not been given access to contact information for other policy holders so that a formal protest could be presented to the court. We have been told we cannot contact CalPERS or the Court regarding this case. This is not fair, moral or ethical to those who protest these fees.

At a minimum, the court should assign an attorney to represent the policy holders who oppose these fees before awarding attorneys with the funds that are supposed to be used to pay long-term insurance claims.

Sincerely,



Helen and William Neff

CERTIFIED MAIL



7022 1670 0001 6652 6407



RDC 20



97228

U.S. POSTAGE PAID
FCM LETTER
INCLINE VILLAGE, NV
89451
MAY 08, 23
AMOUNT

\$4.78

R2304W119473-4

Wedding v CalPERS
c/o EPIQ
PO Box 6790
Portland, OR 97228-6790

972286790



Jean Holmes

May 16, 2023

Wedding v. CalPERS
P.O. Box 6790
Portland, OR 97228-6790

To whom it may concern:

I am providing the following written objection to the Settlement:

- 1) *Case name and number:* Holly Wedding et al. v. California Public Employees' Retirement System; BC517444
- 2) *Objecting Settlement Class Member:* Jean Barrows Holmes
- 3) *Settlement Class Member's LTC policy number:* [REDACTED]
- 4) *Basis for objection:* The attorneys' fees are excessive and could impair the ability of CalPERS to continue providing a viable LTC policy program. Even though I no longer hold a policy, I would like to see the LTC program continue.
- 5) *Final Hearing Attendance:* I do not plan to attend the final hearing
- 6) *Settlement Class Member's counsel:* none

Jean B. Holmes

SANTA BARBARA CA 931

NOV 19 1983 PM 3 L



Wedding v. CalPERS
P.O. Box 6790
Portland, OR 97228-6790

97228-679090





May 23, 2023

Wedding v. CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

Objection to Proposed Settlement:

I object to the Proposed Settlement. I believe the litigation is unwarranted, and that the settlement will unfairly jeopardize the continued viability of the program for those of us who have dutifully paid our premiums and wish to see the program continue. Every dollar that is taken out of the program to offer refunds to policyholders who let their policies lapse unfairly burdens the remaining policyholders with an increased risk of being required to pay more in the future for the same coverage, or in a worst-case scenario, of the program's ultimate demise. The \$1000 payment the Proposed Settlement offers those of us who wish to remain in the program fails to compensate us for these increased risks.

In addition, the proposed award of up to \$80 million of program assets to Plaintiffs' attorneys is utterly unfair. There is no allegation that CalPERS committed fraud and pocketed the resultant profits. As seen in the last settlement – which was terminated because of the significant number of policyholders who excluded themselves – there is strong interest in seeing this program continue, notwithstanding the fact that CalPERS has raised premiums. This Proposed Settlement – indeed this litigation – ignores this interest, and instead focuses on providing unwarranted payments to plaintiff's lawyers. As with the proposed refunds, using policyholder premiums for these excessive payments undermines the legitimate interest of policyholders who wish to see the program continue.

For these reasons, I urge the Court to reject the Proposed Settlement. However, if the Court instead approves the Proposed Settlement, the Court should hold that Plaintiffs' lawyers shall not be awarded attorneys' fees from Program assets, in order to protect the legitimate interests of remaining policyholders. I do not intend to attend the Court's Final Approval Hearing, and I am not represented by counsel.

Cap Holmes

SACRAMENTO CA 957

23 MAY 2023 PM 7 L



Wedding v. CalPERS

c/o Epic

PO Box 6790

Portland, OR 97228-6790

97228-679090



May 20, 2023

To: Settlement Administrator

Wedding v CalPERS

c/o Epiq

P.O. Box 6790

Portland, OR 97228-6790

From: Ronald Josephson and Judith P Josephson, Settlement Class Category A Members

Subject: Objecting to the New Settlement

(1) Case name & number:

Case name- Holly Wedding, et. al. V. California Public Employees Retirement System, et.al.,
CASE NO. BC517444

(2) the full name of the objecting Settlement Class Member:

Name on insurance policy: Ronald Josephson (full name- Ronald Victor Josephson)

Name on insurance policy: Judith P Josephson (full name- Judith Pinkerton Josephson)

(3) the Settlement Class Member's LTC policy number:

Ronald Josephson: Policy # [REDACTED]

Judith P Josephson: Policy # [REDACTED]

(4) the basis for the objection: If approved, the latest Settlement will be a travesty of justice for thousands of aging retired CA state employees by a failed State of California-run experimental long-term care insurance program.

a. Deceptive advertising & false promises-

CalPERS LTC in 1990s lured us (Ronald as SDSU faculty & Judith as spouse) into signing up for a CA state-run long term care insurance program, enabled by California state legislation: The Public Employees Long-Term Care Act. We signed up at ages 57 and 56 in 1999 to protect ourselves later in life. Today, 24 years later, we have no hope for an alternative LTC policy. Attached are brochure covers from CalPERS LTC with graphics of the CA Capitol building anchoring "Evidence of Coverage" (4a.1) and a happy & contented family picnicking in a picturesque setting with the caption "Protect tomorrow ... and enjoy today" (4a.2), implying policies with CalPERS LTC are protected by the state of California. A third attachment is a Letter to the Editor we wrote that was published in the *Sacramento Bee* May 29, 2022 (4a.3) in response to an article written about the previous failed Settlement.

b. Breach of Contract— if the latest Settlement is approved, CalPERS will not be held accountable or accept responsibility for breaching a legally binding agreement, i.e. no premium increases for policy holders with Inflation protection. See attached 4b.1 from Evidence of Coverage Contract Agreement re. Inflation Protection. **"Your Premium Will Not Increase. Your premium rate will not increase as a result of these annual benefit increases."**

The unlawful 85% premium increase imposed by CalPERS LTCC on policy holders with inflation protection in 2015 and 2016 is the very basis of the Class Action.

c. More Premium Increases imposed since 2015 and 2016— this Settlement validates CalPERS misbehavior. The Settlement does NOT reverse 2015 and 2016 premium increases nor additional premium increases imposed since 2016 on policy holders with inflation protection. Furthermore, the Settlement enables CalPERS to impose new premium increases at will in the future with no fear of lawsuits. This bodes poorly for policy holders.

CalPERS shows callous disregard of a binding agreement with policy holders. In their most recent imposed premium increases (52% in 2021 and 25% in 2022), CalPERS enticed policy holders to reduce coverage or to drop inflation protection. Available Options in both 2021 and 2022 (see attached copies of Options 4c1-2) show CalPERS imposed Options biased against those who held Inflation protection. Given the draconian increase of 52% and unfair options, we reluctantly chose to reduce coverage. As a result, our Coverage in 2021 went from Lifetime to a ceiling on Coverage for 3 years.

When CalPERS imposed their additional 25% premium increase in 2022, our monthly premium increased again when we chose not to accept either of their two alternative options- to drastically reduce coverage or to drop inflation protection. Further proof CalPERS continues to violate a binding contract.

d. Abuse of Power- This Settlement absolves CalPERS of any legal accountability for their breach of LTC contract and mismanagement over the past quarter century and for actions they impose on policy holders in the future. They have avoided accountability through their status as a CA state organization and have not been held to standards required for private insurance companies. It is a shameful story of abuse of power.

e. Betrayal- This Settlement is a real-life story of egregious broken trust by CalPERS, whose very existence is to serve the needs of retired CA state employees. The Settlement enables CalPERS to break their promise made over two decades ago to provide elderly retired CA state employees who bought their LTC policies to have affordable, dependable, long-term care coverage at a time when they are most in need. We have contacted and appealed to our current CA state representatives and Governor. Their silence speaks volumes. We are a forgotten group with no advocates in the CA state government or CalPERS. The words of CalPERS Betrayal we wrote a year ago (4a.3) hold true today.

f. For all these reasons we express our objection to the latest Settlement Offer.

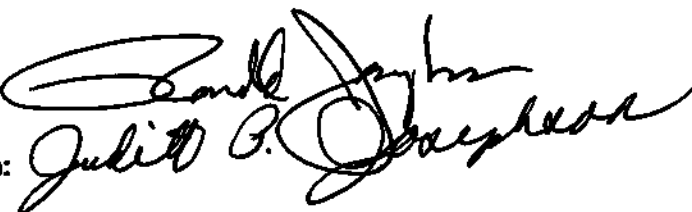
(5) No, we do not intend to appear at Final Approval Hearing.

(6) No, we do not have any counsel.

Signatures-

Ronald Josephson:

Judith P Josephson:

The image shows two handwritten signatures in black ink. The top signature is for Ronald Josephson, written in a cursive style. The bottom signature is for Judith P. Josephson, also in cursive. The signatures are positioned to the right of their respective printed names.

Basis for Objection Attachments:

4a.1 Deceptive Ad.

The CalPERS Comprehensive Plan

Evidence of Coverage



Long-Term Care Program



The CalPERS Long-Term Care Program 2002

Application Kit



Protect tomorrow ... and enjoy today.



4a.3. Our (Ronald and Judith Josephson) letter to the Editor published in the Sacramento Bee, Page 10C, Sunday May 29, 2022.

CalPERS betrayal

“\$2.7 billion settlement in CalPERS long-term care insurance lawsuit is canceled,” (sacbee.com, May 18)

In our 50s, we purchased CalPERS long-term care insurance. Over 20 years later, we and 120,000 other Californians are grappling with how to survive a failed, mismanaged program that turned its back on us. CalPERS LTC was created through a bill passed by the California state legislature in 1995, the Public Employees Long Term Care Act. What resulted is a financial disaster and health care crisis for policyholders, most of whom

are elderly with no hope of finding alternative insurance. Policies thought to have guaranteed level premiums have had outrageous increases of 900% in premiums from 2003 to 2022. After seven years, a Class Action lawsuit continues with no end in sight. It’s a nightmare for retired public employees who put their faith in CalPERS.

**Ronald and Judith Josephson
Encinitas**

4b.1 Breach of Contract- copy of Page 16, Benefit: Inflation Protection, Evidence of Coverage for CalPERS Long Term Care (The Comprehensive Plan)

Expenses Will Not Reduce Your Total Coverage Amount

Expenses paid under the Care Advisory Services Benefit will not reduce Your Total Coverage Amount or Your Daily or Monthly Benefit Maximums.

When Will Benefits End?

This benefit will be provided as long as:

- the Conditions for Receiving Benefits are met; and
- the Total Coverage Amount has not been reached.
(The Total Coverage Amount is shown in the Schedule of Benefits.)

However, if You desire, We will provide a transition plan which specifies how Your care needs can best be addressed once the Total Coverage Amount has been reached.

BENEFIT: INFLATION PROTECTION

The Schedule of Benefits shows whether You have elected to be covered by this benefit. If it does not appear on Your Schedule of Benefits page, then You do not have this provision. If You have elected the Inflation Protection option, then this section describes how Your benefits will increase each year Your coverage is in force to help keep pace with inflation.

How Does This Benefit Work?

We will increase each of the following by five-percent (5%) compounded annually each year as long as coverage remains in force:

- Your Nursing Home Daily Maximum;
- Your Residential Care Facility Daily Maximum; and
- Your Home and Community Care Monthly Maximum.

We will also increase any unused balance remaining in Your Total Coverage Amount by five-percent (5%) compounded annually each year as long as coverage remains in force. The unused balance of Your Total Coverage Amount is the initial Total Coverage Amount reduced by the amount of any claims paid and increased by the coverage increases made since the Coverage Effective Date. The increased amount will be rounded to the nearest whole dollar.

When Will the Increases Become Effective?

The increase will be effective on each anniversary of Your Coverage Effective Date even if You are receiving benefits.

Your Premium Will Not Increase

Your premium rate will not increase as a result of these annual benefit increases.

4.c.1. 2021 Premium increase of 52% imposed by CalPERS on policy holders with Inflation Protection. The chart shows Current Benefits vs imposed Choices: Option 1- keep Lifetime Coverage & Inflation Protection with 52% increase in monthly premium, Option 2- Reduce Lifetime coverage to 3 Year coverage & upper limit in dollars, Option 3- drop inflation protection. We reluctantly chose Option 2.

CalPERS Long-Term Care Program

Summary of Your Current Benefits and Available Options

	Total Coverage Amount / Benefit Period	Current Daily Benefit Amount *	Inflation Protection	Monthly Premium	Future Premium Increase(s)
Your Current Benefits	Lifetime	\$ [REDACTED]	5% Compound	\$ [REDACTED]	
Available Options					
Option 1. Do nothing, keep your coverage as is and accept the 52% rate increase	No change	No change	No change	\$869.67	Up to 25% in fall 2022 ^c
Option 2: Offset the 52% rate increase by modifying your coverage (keep Inflation Protection)	\$416,100.00 3 Years ^a	\$380.00	No change	\$436.89	Up to 25% in fall 2022 ^c
Option 3. Offset the 52% rate increase by modifying your coverage (drop Inflation Protection)	Lifetime ^a	\$380.00	None ^b	\$282.42	Up to 25% in fall 2022 ^c
<p>* Daily Benefit Amount (DBA) reflected in this offer is based on your DBA as of November 01, 2021</p> <p>^a Benefit Period represents the "minimum" number of years benefits are available, coverage may last longer than the "minimum" number of years if you expend less than the full amount of your daily benefit each day.</p> <p>^b This option reduces inflation protection in the future while maintaining the higher daily benefit amount accrued over the years.</p> <p>^c This is the only potential increase presently contemplated, but future increases to protect the integrity of the fund are always possible.</p>					



4c.2. 2022 Premium increase of 25% imposed by CalPERS on policy holders with Inflation Protection. The chart shows Current Benefits vs imposed Choices: Option 1- accept 25% increase, Option 2- Greatly reduce Coverage amount and limit to 2 years, Option 2- Drop inflation protection with an enticement to reduce monthly premium cost. We chose Option 1 because the other two were unacceptable. Option 2 reduced coverage to new lows and Option 3 exposed CalPERS bias against those who have policies with inflation protection.

CalPERS Long-Term Care Program

Summary of Your Current Benefits and Available Options

	Total Coverage Amount* / Benefit Period*	Current Daily Benefit Amount ^b	Inflation Protection	Monthly Premium
Your Current Benefits	\$ [REDACTED] 3 Years	\$ [REDACTED]	5% Compound	\$ [REDACTED]
Available Options				
Option 1. Do nothing, keep your coverage as is and accept the 25% rate increase	No change	No change	No change	\$546.08
Option 2. Offset the 25% rate increase by modifying your coverage (keep Inflation Protection)	\$286,400.00 2 Years	\$392.00	No change	\$434.03
Option 3. Offset the 25% rate increase by modifying your coverage (drop Inflation Protection)	\$437,266.00 3 Years	\$399.00	None ^c	\$102.84
<p>* Total Coverage Amount (TCA) is the maximum amount of benefits payable to you. The TCA printed here reflects your plan selections and does not account for benefit reductions due to benefit payments you have received or will receive under your long-term care insurance.</p> <p>^a Benefit Period represents the "minimum" number of years benefits are available, coverage may last longer than the "minimum" number of years if you expend less than the full amount of your daily benefit each day</p> <p>^b Daily Benefit Amount (DBA) reflected in this offer is based on your DBA as of November 01, 2022.</p> <p>^c This option reduces inflation protection in the future while maintaining the higher daily benefit amount accrued over the years.</p>				

00038598-000856-002-003



PRESS FIRMLY TO SEAL



PRESS FIRMLY TO SE

PRIORITY MAIL
FLAT RATE
ENVELOPE



US POSTAGESM PITNEY BOWES

ZIP 92024 \$ 009.65⁰
02 7H
0001293984 MAY 22 2023

1
E
D
1



PRIORITY[®]
MAIL

FROM:

- Expected delivery date specified for domestic use.
- Domestic shipments include \$100 of insurance (restrictions apply).*
- USPS Tracking[®] service included for domestic and many international destinations.
- Limited international insurance.**
- When used internationally, a customs declaration form is required.

*Insurance does not cover certain items. For details regarding claims exclusions see the Domestic Mail Manual at <http://pe.usps.com>.

** See International Mail Manual at <http://pe.usps.com> for availability and limitations of coverage.

FLAT RATE ENVELOPE

ONE RATE ■ ANY WEIGHT

TRACKED ■ INSURED



PS00001000014

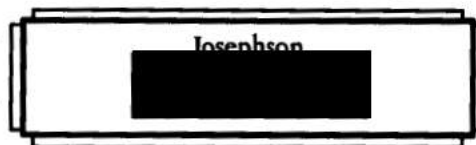
EP14F July 2022
OD: 12 1/2 x 9 1/2



USPS.COM/PICKUP

To schedule free Package Pickup,
scan the QR code.

FROM



TO

Settlement Administrator
Wedding v CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790



UNITED STATES
POSTAL SERVICE[®]

pitney bowes

USPS TRACKING #



9488 8090 0027 6110 0095 30

Label 885-PB, Oct. 2015

Reynaldo Hernandez
CalPERS Policy Number: [REDACTED]
Re: Wedding v. CalPERS

May 27, 2023

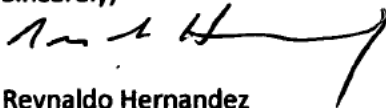
This Objection Letter is filed with no Intention to appear at the Final Approval Hearing

I am filing this objection to inform the court that the money earmarked for Class Counsel Attorney's Fees is excessive. Should the settlement be approved, I will receive \$1,000. This amount will not even cover two monthly premium payments. My monthly payments have increased to \$[REDACTED] yet Class Counsel will be receiving millions of dollars for their services in a case that was never litigated. Even more concerning is the fact that after November 1, 2024, CalPERS LTC will be free to increase the premium amount as much as they wish and effectively make it impossible for many class members to afford to keep their policies.

Enclosed you will find an exchange of correspondence that I had with CalPERS LTC dating back to April 3, 2013. The correspondence should be of particular interest. I received a response from Ann Boyton the CalPERS Deputy Executive Officer for Benefit Programs Policy and Planning in June of 2017. My reply letter dated June 17, 2014 is also enclosed. I subsequently sent a copy of these letters to Class Counsel as I felt it would be of benefit should the case go to trial. I later received a short e-mail informing me that they were not representing me. This exchange of correspondence provides evidence that CalPERS LTC mismanaged the Long-Term Care Insurance contract and were in breach of contract when I was subjected to an 85% rate increase.

I respectfully request that the proposed settlement include terms that will protect policy holders such as myself from any future premium increases that are in excess of the amounts permitted by the terms CalPERS LTC offered to policy holders in their 2010 contractual offer.

Sincerely,



Reynaldo Hernandez

To: Cal PERS Board of Administration

From: Reynaldo Hernandez

Re: Long-Term Care Policy Coverage ID Number [REDACTED]

Date: April 3, 2013

Dear Members of the Board:

This communication serves to notify the Board of Administration that I am formally requesting that the Cal PERS Long-Term Care Program comply with the terms of their 2010 contractual offer to provide me with Lifetime Benefits and Inflation Protection as noted in your communication dated March 19, 2010. This offer designated as Option 1 required that I accept a monthly premium rate increase from \$ [REDACTED] to \$ [REDACTED]. By selecting Option 1 and remitting the increased premium Cal PERS Long-Term was thereafter contractually obligated to provide me with Lifetime benefits and Inflation protection that would increase at a rate of five percent (5%) per year.

The terms set forth in the 2010 offer specifically state:

"Also, beginning with the year 2011, your policy with Lifetime benefits and Inflation protection will receive an additional rate increase of five percent (5%) **per year** (emphasis added). You will receive a notice of this **annual five percent (5%) increase** and further options in 2011 (emphasis added)."

Your April 27, 2011 communication notified me that pursuant to the terms of the 2010 offer my policy was subject to an "**on-going**" premium increase of five-percent (5%) beginning in 2011. I accepted the contractual offer and agreed to this premium increase. Thereafter I started making monthly payments in the amount of \$ [REDACTED]. In 2012 Cal PERS Long-Term Care formally notified me that pursuant to the provisions of my Evidence of Coverage my premium would be increased in the amount of five percent (5%) raising my monthly premium to \$ [REDACTED].

On February 11, 2013 I received formal notification that my monthly premium would be subject to a 5% increase in 2013 and 2014 as well as an 85% premium increase in 2015 that would be spread over two years. The 2013 and 2014 five percent (5%) increases are proper as they comply with the terms of the contractual offer first communicated to me in 2010 and accepted by me thereafter. The 2015 85% premium increase will however be a breach of the 2010 contractual terms that specifically state that my premium increases would be in the amount of an **annual and on-going** increase of five percent (5%) per year.

I do not dispute that the Evidence of Coverage gives the Board of Administration the legal right to raise future premiums due to economic factors. However the Guaranteed Renewable clause in the Evidence of Coverage specifically states that the Board cannot change any of the terms of the coverage on its own. By extending a contractual offer in 2010 to provide me with Lifetime benefits and Inflation protection if I would agree to pay an **annual and on-going** five percent (5%) increase in monthly premiums the Board contractually limited its right under the Evidence of Coverage clause to not raise my monthly premiums to anything over five percent (5%). The 85% premium increase together with the available options would also operate to change the terms of my coverage without my consent. I will also add that since this annual 5% raise in premiums was put in effect pursuant to the Board's right to increase premiums due to economic factors, should there be a favorable turn in such factors then this

annual increase in my policy would fall within the scope to any future Board decisions to reduce or cease premium increases for LTC policy holders such as myself.

From a legal standpoint should I have to seek legal relief in 2015 to enforce the terms of our 2010 contract the court will have to decide what the terms *annual and/or on-going* mean as they pertain to my long-term care policy. It is my opinion that the terms are clear and unambiguous. Cal PERS Long-Term Care will have to convince the court that they in fact mean something else. Courts will usually interpret an ambiguous term or provision against the interests of the party who prepared the contract. This is particularly common in insurance contract interpretation.

I am aware of all the rhetoric and accusations that are associated with the program's future solvency and astronomical rate increases for policy holders that have similar policies as I have. I personally have no interest in class action suits or other legal actions that will probably be grounded on accusations of fraud and mismanagement. I understand that economic factors and administrative decisions have placed the financial solvency of the program in danger and that the Board is committed to sustaining the LTC Program. I purchased this policy at the age of 42 in 1997. I am now 58 years old and after 34 years of teaching I will soon need to make a decision in regards to retiring and living on a fixed income. In your most recent communications you have repeatedly stated that you want to provide options that will best help me meet my long-term care needs. It is very disappointing to find out that as a single man with no family I am now looking at the possibility of having no way to care for myself should a catastrophic illness be in my future. The only thing I want is for Cal PERS Long-Term Care to live up to its contractual obligations as they pertain to my policy just as I have.

I would appreciate a response to my formal inquiry. It will help me make future decisions in regards to this pressing matter. As you are aware I will have to soon make a very important decision that will have a direct impact on my future health and well-being. Thank you for your time and consideration in this matter.

Sincerely,

Reynaldo Hernandez



To: Cal PERS Board of Administration

From: Reynaldo Hernandez

Re: Long-Term Care Policy Coverage ID Number [REDACTED]

Date: April 4, 2014

Dear Members of the Board:

Enclosed please find a copy of my letter to the Cal PERS Board of Administration wherein I requested that the Cal PERS Long-Term Care Program comply with the terms of their 2010 contractual offer to provide me with Lifetime Benefits and Inflation Protection as noted in your communication dated March 19, 2010. This offer designated as Option 1 required that I accept a monthly premium rate increase from \$ [REDACTED] to \$ [REDACTED]. By selecting Option 1 and remitting the increased premium Cal PERS Long-Term was thereafter contractually obligated to provide me with Lifetime benefits and Inflation protection that would increase at a rate of five percent (5%) per year.

I am forwarding this second letter in reply to your communication dated April 1, 2014 wherein you reaffirm your intention to increase my premium by 85% over a two-year period beginning in 2015. As stated in my letter dated April 3, 2013 your 85% increase will be a breach of the 2010 contractual terms that specifically state that my premium increases would be in the amount of an annual and on-going increase of five percent (5%) per year.

On May 3, 2013 I spoke on the telephone with Kathy Donneson a Cal PERS health plan administrator who informed me that she had been assigned to help address the solvency problems associated with the Long-Term Care Program. She was very helpful and I very much appreciated her honesty when she admitted to me that the premium offer documents as written and mailed to policy holders in 2010 should not have been sent as worded. As I stated in my correspondence dated April 3, 2013 courts will usually interpret an ambiguous term or provision against the interests of the party who prepared the contract. This is particularly common in insurance contract interpretation.

I am hoping that Cal PERS will live up to its contractual obligations as they pertain to my policy and increase my premium 5% in accordance with the terms set forth in your 2010 letter to beneficiaries. I am sending this communication to preserve the record and once again inform you of my intention to seek legal relief should the 85% increase go into effect.

Sincerely,

Reynaldo Hernandez

[REDACTED]

June 17, 2014

Ann Boynton
Deputy Executive Officer
Benefit Programs Policy and Planning
California Public Employees' Retirement System
P.O. Box 942701-2701
Sacramento, CA 94229-2701

Dear Mrs. Boynton:

I appreciate your response to my letter dated April 4, 2014. This is the first time the Cal PERS Long-Term Care Program specifically responds to my concerns regarding the future 85 percent increase in my policy premiums (ID Number [REDACTED]). I would like to call to your attention an omission on your part regarding my most recent communication. In your response to this letter you write "Based upon the use of the term 'on-going' in the CalPERS' April 27, 2011, letter, you contend that the parties entered into a binding contract providing that, if you would agree to pay an annual and on-going five percent increase in monthly premiums, the Board would agree to never raise your monthly premiums more than five percent." There after you make a conclusory statement asserting that neither party entered into any agreement regarding Cal PERS' right to change my premiums upon each renewal beyond what is already contained in the EOC.

If you look close at my letter dated April 3, 2013 I specifically state that pursuant to the terms offered to me in 2010 your 2015 85% premium increases would be a breach of these contractual terms that specifically state that my premium increases would be in the amount of an **annual and on-going** increase of five percent (5%) per year. The terms *annual and on-going* cannot be separated for purposes of this analysis. The flaw with your conclusion stems from the fact that you are relying on the EOC to attempt to rescind your offer that was clearly based on language that specifically states that my premium increases, if accepted, would be in the amount of an annual and on-going increase of five-percent (5%). As such, I ask you once again to please define what the term "annual and ongoing" is supposed to mean in this context? Most dictionaries define *annual* "as events that occur or are performed once a year" and *on-going* "as continuously moving forward." I am sure you would agree that beginning in 2015 my five-percent premium increases will be neither annual nor on-going. Allowing CalPERS Long-Term Care to rely on the language of the EOC to thereafter modify or as in this case breach specific contract language in the offers it extends to policy holders would fly in the face of all established contract law.

My suspicion is that your personal response was prompted by something other than my concerns related to the contract language as first communicated to CalPERS Long-Term care in 2013. If this wasn't the case you would have sent your communication to me after my first letter. Your bigger concern in all probability is related to my comments regarding the conversation I had with Kathy Donneson. In it you state that Ms. Donneson "does not recall making such statements." I find it interesting that she states that she does **not recall** making such statements and not that she didn't make such statements. Ms. Donneson and I had a rather lengthy conversation and it centered on many topics not just the subject of premium increases. During my conversation with her she also stated to me that she had been brought in to clean up the mess associated with the administration of the Long-Term Care Program. Perhaps she

might want to check any notes she might have kept regarding our telephonic communication. My records indicate that we spoke on May 3rd 2013 at 4:00 p.m. in the afternoon. Perhaps this will help her refresh her memory.

The determination of what your March 19, 2010, April 27, 2011, February 11, 2013 and April 1, 2014 correspondence actually means from a legal standpoint will most likely have to be determined in a court of law. I have contacted the law firm of Sernoff, Bidart, Echeveria and Bentley and inquired about their class action lawsuit against CalPERS Long Term Care. They are **not** representing me but I did share my prior correspondence with CalPERS with Gregory Bentley. I will follow this lawsuit closely as many of the issues they raise in their complaint are similar in nature to those raised in my correspondence. The most critical of these can be found in Section 42 of the complaint wherein the plaintiffs assert that any ambiguity in the policy language must be construed against the drafter of the policy. Perhaps I will have to wait until then to find out exactly what Cal PERS meant when the terms **annual and on-going** were included in your March 19, 2010 letter.

The most discomfoting thought after reading your letter is knowing that after your 85 percent increase is implemented there is no guarantee you will not make future rate increases that could eventually make keeping the coverage unaffordable. I purchased your long-term care coverage in 1997 at the age of 42 and will be turning 60 this year. Our school district offered me an \$85,000 golden handshake payable over a five-year period to retire this year but knowing that I will perhaps have to pay these increased premiums in addition to my health care insurance premiums I decided to teach until I'm 62. You close your letter by letting me know that you understand that these increases are difficult but these increased premiums won't be anything as difficult as it will be for me should I give up my life-time benefits and thereafter outlive the limited coverage options you are now extending to similarly situated policy holders.

You informed me that should I have any additional questions or concerns I should contact R. Gary Scott. You might want to forward this communication to him and let him know that should he have any questions or concerns he can reach me at [REDACTED] or e-mail me at [REDACTED]

Sincerely,

Rey Hernandez

Policy ID # [REDACTED]

REYNALDO HERNANDEZ



RDC 99



97228

U.S. POSTAGE PAID
FCM LG ENV
CHULA VISTA, CA
91910
MAY 27, 23
AMOUNT

\$1.50

R2304W121769-17

WEDDING v. CalPers
c/o Epig

P.O. Box 6790

PORTLAND, OR 97228-6790

[REDACTED]

May 22, 2023

Settlement Administrator for Wedding v. CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

Re: Case: #BC517444, Wedding v. CalPERS
Policyholder: Marguerite H. Brown, LTC Policy Number [REDACTED]
Objection: Settlement legitimizes past unauthorized premium increases and would allow—and incentivize—unlimited future premium increases

Dear Settlement Administrator,

As a Category A Settlement Class Member in the above case, I am filing an objection to the above settlement. [As a class member, I have already completed my online election to remain in the settlement class and retain my Long-Term Care (LTC) policy. As indicated in the Notice of Class Action Settlement (Sections 18 and 19), my filing this objection in no way negates my inclusion in the settlement class.]

My objections to the settlement agreement are two-fold:

- First, it is unconscionable for the Court to find the CalPERS rate increases legitimate—in direct contradiction to the policy it offered. I enrolled in the program in 1999 and agreed to pay a higher rate (from the very start) in exchange for assurance of a flat premium rate for the life of my policy. I did this—as others like me did—out of fiscal prudence. I was willing to pay more to make sure that I could provide for my long-term care needs over the long term.¹ CalPERS has not honored the terms of its policy. Since 1999, my “flat” premium rate increased 11 times: from \$ [REDACTED] per month to \$ [REDACTED] per month, a 995% increase. That is ridiculous. Any argument by CalPERS that the increases reflect “non-inflation related increases” is disingenuous. As class members, we have been offered no documentation even purporting to justify how these premium increases were “reduced by the unallowable ‘inflation-related’ increases in costs.” Instead, as posited in the Notice of Proposed Settlement, we are obligated as policyholders to pay the higher rates (in excess of the agreement) because that is necessary to keep the program solvent. It is imperative that the Court not allow actuarial incompetence by CalPERS (in offering the policies in the first place) as a basis for allowing CalPERS to violate its obligations under the original offering.
- Second, the “temporary moratorium on (future) premium increases” until November 2024 portion of the settlement terms is wholly inadequate. Remember: class members like me have paid extra premiums for over twenty years in order to be protected from premium increases that could force

¹ Note: To date, I have been healthy and have (fortunately) not had any need to make a claim on my policy.

our withdrawal from the program. Even if the Court finds it necessary to accept the policy premium increases that have occurred up to this point for solvency sake (bullet above), the Court simply must re-establish a reasonable limit on future premium increases. Otherwise, the Court will be throwing the policyholders "to the wolves." As proposed, the net effect of the settlement agreement is to assure CalPERS that (a) there is no limit on the amount of premium increases it can require and (b) in fact it is incentivized to drive premium increases through the roof on these older, better policies in order to drive out policyholders before they can ever receive any benefit for the insurance they have purchased.² Remember, class members are – or will be – state retirees on fixed incomes receiving no more than a 2 percent cost-of-living increase per year. I suspect that if a private LTC provider were to try these practices, there would be protections under state law to prevent such practices. Here, as CalPERS is exempt from that scrutiny, this responsibility for protecting the consumers falls to this Court.

In fairness, CalPERS should be forced to honor our policies at the rates originally offered. In my case – as shown on the Attachment – I should be repaid \$ [REDACTED] (the amount of premiums I have paid *in excess* of the premium amount that I should have paid per the original agreed-upon rate³) while retaining my policy at a cost of \$ [REDACTED]/month consistent with the original terms. This would be the most fair.

At a minimum, though, to protect the remaining policyholders from being bullied out of their policies by CalPERS (through exorbitant rate hikes), the Court should at least freeze the premium rates in place today and limit future premium increases to no more than 2 percent annually, allowing policyholders to be assured that their LTC policies will remain an affordable portion of their fixed incomes. This is the Court's minimum obligation to the policyholders who were fiscally responsible from the outset and undertook financial sacrifices early on to avoid being vulnerable to runaway long-term care costs.

Please contact me at the above address or telephone number if you have questions regarding my objections or if my oral testimony at the July 26, 2023, hearing will be needed.

Again, this objection in no way reflects a desire to be omitted from the settlement class. I have already elected to remain in the settlement class and to retain my LTC policy; this objection notice in no way negates that election.

Sincerely,



Marguerite H. Brown

Attachment

CC: Judge William Highberger

² Again, I have received no LTC benefits after more than 24 years of contributions.

³ Moreover, this amount should be adjusted for interest for the years the excess payments were held.

Summary of LTC Payments for Marguerite H. Brown, 1999-2023

Attachment

	Year	What I have paid			What I should have paid according to original agreement			Extra amount paid	
		Amount	Months	Total	Amount	Months	Total		
Start Aug. 1999	1999	\$	5	\$	\$	5	\$	\$ -	
Jan.-Dec.	2000	\$	12	\$	\$	12	\$	\$ -	
Jan.-Dec.	2001	\$	12	\$	\$	12	\$	\$ -	
Jan.-Dec.	2002	\$	12	\$	\$	12	\$	\$ -	
Jan.-Nov.	2003	\$	11	\$	\$	11	\$	\$ -	
Dec.	2003	\$	1	\$	\$	1	\$	\$ -	
Jan.-Dec.	2004	\$	12	\$	\$	12	\$	\$ -	
Jan.-Dec.	2005	\$	12	\$	\$	12	\$	\$ -	
Jan.-Dec.	2006	\$	12	\$	\$	12	\$	\$ -	
Jan.-June	2007	\$	6	\$	\$	6	\$	\$ -	
July-Dec	2007	\$	6	\$	\$	6	\$	\$ -	
Jan.-Dec	2008	\$	12	\$	\$	12	\$	\$ -	
Jan.-Dec	2009	\$	12	\$	\$	12	\$	\$ -	
Jan.-May	2010	\$	5	\$	\$	5	\$	\$ -	
June-Dec	2010	\$	7	\$	\$	7	\$	\$ -	
Jan.-May	2011	\$	5	\$	\$	5	\$	\$ -	
June-Dec	2011	\$	7	\$	\$	7	\$	\$ -	
Jan.-May	2012	\$	5	\$	\$	5	\$	\$ -	
June-Dec	2012	\$	7	\$	\$	7	\$	\$ -	
Jan.-May	2013	\$	5	\$	\$	5	\$	\$ -	
June-Dec	2013	\$	7	\$	\$	7	\$	\$ -	
Jan.-May	2014	\$	5	\$	\$	5	\$	\$ -	
June-Dec.	2014	\$	7	\$	\$	7	\$	\$ -	
Jan.-June	2015	\$	6	\$	\$	6	\$	\$ -	
July-Dec	2015	\$	6	\$	\$	6	\$	\$ -	
Jan.-May	2016	\$	5	\$	\$	5	\$	\$ -	
June-Dec	2016	\$	7	\$	\$	7	\$	\$ -	
Jan.-Dec	2017	\$	12	\$	\$	12	\$	\$ -	
Jan.-Dec	2018	\$	12	\$	\$	12	\$	\$ -	
Jan.-Dec	2019	\$	12	\$	\$	12	\$	\$ -	
Jan-Apr	2020	\$	12	\$	\$	12	\$	\$ -	
May-Dec.	2020	\$	12	\$	\$	12	\$	\$ -	
Jan.-Oct.	2021	\$	10	\$	\$	10	\$	\$ -	
Nov.-Dec.	2021	\$	2	\$	\$	2	\$	\$ -	
Jan.-Oct.	2022	\$	10	\$	\$	10	\$	\$ -	
Nov.-Dec.	2022	\$	2	\$	\$	2	\$	\$ -	
Jan-May	2023	\$	5	\$	\$	5	\$	\$ -	
		<i>995% increase</i>							
Total Premium Payment		\$		\$	\$		\$	\$	
		<i>Actual</i>			<i>Agreed Upon</i>			<i>Excess</i>	

M. Brown



Settlement Administrator for
Wedding v. Cal PERS

% Epig

P.O. Box 6790

Portland, OR 97228-6790

June 5, 2023

Michael J Bidard

mbidart@shernoff.com

Shernoff Bidart Echeverria, LLP
600 South Indian Hill Boulevard
Claremont, CA 91711

Gretchen M. Nelson, Esq.

gnelson@nflawfirm.com

Nelson & Fraenkel, LLP
601 So. Figueroa, Ste. 2050
Los Angeles, CA 90017

Gregory L. Bentley

gbentley@bentleymore.com

Bentley & More, LLP
4931 Birch Street
Newport Beach, CA 92660

Stuart C. Talley

stuart@ktblegal.com

Kershaw Talley Barlow PC
401 Watt Avenue
Sacramento, CA 95864

Wedding V. CalPERS

c/o Epiq

P. O. Bo 6790

Portland, OR 97228-6790

Honorable William F. Highberger (or

Judge Assigned/Presiding over this case)

Dept SS10

LA Superior Court

WRITTEN OBJECTION TO THE NEW SETTLEMENT

Case Name: Holly Wedding et al v CalPERS et al

Case Number: BC517444

Class Member: Lina C. Leyda

Class Member LTC Policy Number: [REDACTED]

Objection to the Proposed New Settlement in the matter of Wedding, et al. v

California Public Employees' Retirement System, et. al.

CalPERS Policy Number [REDACTED]

Respectful greetings to Your Honor and Class Counsel of Record:

The California Judicial Branch' commitment to all Californians is in providing fair and equal access to justice. This procedural fairness and equal access to justice ensures a fair process and quality treatment of court users so that higher trust and confidence in California courts are maintained. That trust and confidence in our court system relies heavily on the judge's decisions through the presentation of cases by opposing sides. As a participant in this class action lawsuit and now this proposed settlement, I felt it is very important that I present my position to what appears to be an unfair set of settlement options by Class Counsel for the Plaintiff and Counsel representing CalPERS.

The judge needs to determine whether this settlement agreement should be approved as fair, reasonable, adequate, and in the best interests of the settlement class members. I strongly believe that the settlement options are penalizing the class members in Category A.

The following are my reasons for objecting to the proposed new settlement options:

1. **I object on principle.** I envision many of you live and work responsibly, exercise good values, good ethics, and represent your cases to the best of your abilities and for your clients. This is why I object to the settlement options on principle. Like many of you, I have always lived by principle, that is in accordance with good morals, good values, doing the right things, and doing things right the first time, and re-do if mistaken in order to do the right things.

I do not have the extensive educational and professional background you all have; however, I strongly believe that what is presented to the judge to decide on is not fair, not reasonable, not adequate, and is not in the best interest of all the settlement class members. I do not know how many participating class members are in Category A, that is, current policyholders who are not On Claim. I am a participating class member who continues to pay the full amount. I am not On Claim, and I hope that I will not have to be categorized to be On Claim before, during, or after the final settlement date.

I strongly and categorically object to the option I am presented and that is a refund equivalent to 80% of all premiums paid to CalPERS from the inception of the policy through the final settlement date. I understand and agree to continue to make premium payments to CalPERS until the settlement becomes final. However, it is neither fair nor reasonable to be grouped with Category B and Category C class members who are "on claim" and I question the downright decision to be included with those in Category B and Category C.

Is it fair or reasonable to expect me to continue to pay the required premium amounts when I know that I will only receive what is equivalent to 80% of all the premiums I have and will have paid? Is it fair or reasonable to wait idly by and not object to a refund equivalent to 80% yet I am expected to continue to pay my full share of the premium? I understand and agree to continue to pay while this settlement is in progress; however, it is very unreasonable to be paying 100% and get back 80%.

I believe those of us who are in Category A are being discriminated against these settlement options. I feel I am discriminated against because of the unfairness, unreasonableness, and unbusinesslike manner by which these settlement conditions have been vetted by both counsel of record, those representing the class members and the parties that represent CalPERS.

CalPERS agreed to a 100% refund of premiums in the prior settlement. That must have been on principle and CalPERS must have believed that was only fair and reasonable. I am dumbfounded by the categorization of participating class members and to be included with those on claim is beyond comprehension.

The options I have been presented this time are neither fair nor reasonable.

2. **I object on moral and ethical grounds.** I understand that the prior settlement was terminated and that this new settlement includes different options and remedies and that the remedies include those members who let their policies lapse, and other members in different categories within the policy.

It is morally wrong to take away and reduce the settlement amount for the class members who have been paying the full amount and have never been “on claim” [Category A] and include this group to those who have already been “on claim” [Category B and Category C].

It is a **totally unethical and inexcusable decision** to take away 20% of the premiums from Category A class members in order to provide remedies for others.

3. **I object to the credibility of the new settlement and the options.** The new settlement gives the class members two options: Option one (1) is to surrender the policy and receive a refund equivalent to 80% of all premiums from the inception of the policy through the final settlement date, less any benefits paid under the policy. Option two (2) is to receive \$1000 cash payment, retain the policy, and a freeze or a moratorium on premium increases prior to November 1, 2024. I call your attention to the repetitive mention in the settlement documents of, “less any benefits paid under the policy,” because you do realize and agree that the benefits already paid must be calculated and taken out from the premiums. That is a very simple math calculation. This is one of the very reasons why Category A class members are not being represented with fair and reasonable treatment. This is why the credibility of the new settlement and the options are questionable.

I object and question the credibility of Option 1. I do not know how many class members are in the same status as I am, that is, I am neither “on claim” nor have I submitted any claim. I object to being categorically included with those members who are “on claim” – that is very inconsiderate and very unfair of those who came up with categorically combining those who are not on claim and those who are on claim. I question your principles and your values. What happened to common sense here? I suppose that it must have been easier to do the math and very possibly because there are very few class members, such as myself, who are not on claim, and it will just be a little straightforward to process and settle on two options. The other is spreading the costs to benefit everyone and yet penalizing one group. I reiterate my

objection to Option 1 and question the credibility of your judgment and decision to Option 1. The credible, logical, and the right thing to do should be an option for class members who are not “on claim” to receive 100% of the refunds and surrender their policy.

I object and question the credibility of Option 2. What is the \$1,000 cash for? Is this a token of appreciation? Save the cash because it is very possible that there will be an increase on premiums shortly after the moratorium? Ever since CalPERS notified class members of the 85% premium increases in 2013, I contemplated letting the policy lapse because the increases in premiums are contrary to what I believed my late husband and I signed up for. I was just 35 years old then and we knew that the longer I waited or the older I got, the higher the premiums I would be paying for. I considered this long-term care policy as a gift, a reassurance that I will not be a burden to society and government when I am no longer able to take care of myself alone. I continued with this policy because I felt this is an important healthcare investment. I questioned the moratorium timeline of November 1, 2024. This timeline pretty much guarantees that a new set of premium increases will have taken place already and will be effective shortly thereafter. Option 2 and especially the moratorium timeline is highly questionable.

The two options in this new settlement have been the hardest choices for me to make and I ended up electing the very unfair option.

I appreciate and respect those of you in the legal profession. You have the knowledge and expertise to analyze, dissect, combine, bifurcate, and convincingly present facts on cases you represent. I know that much has been discussed and figured out; however, I plead for decency, for doing the right moral obligation. I have a right to all of the premiums I have and will have paid because I have not been “on claim” and I, as the insured, must be made whole for what I consider to be monies due back to me if this settlement is approved by the judge.

I am hoping the Honorable William F. Highberger will provide you an opportunity to rewrite the settlement options because I strongly believe that the settlement options provided, most especially to the class members in Category A, are unfair and unreasonable.

Respectfully submitted.

A large black rectangular redaction box covering the signature and name of the sender.

May 30, 2023

Case Name: Holly Wedding et al. v California Public Employees Retirement System et al.

Case No.: BC517444

Class Member Name: Karen Elizabeth Kawai

LTC Policy Number [REDACTED]

Objection to the Proposed Settlement

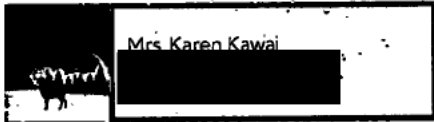
I object to the new proposed settlement because the settlement does not address the original lawsuit that was publicly reported to be the validity of the 2015/2016 Long Term Care Insurance premium increases. After being told and reassured that the premium increases of 2003, 2007 and 2010-2014 were allowed in the contract, CalPERS increased premiums an additional 85% in 2015/2016. The proposed settlement does not address the legality of the 85% 2015/2016 premium increase, clearly, and we policy holders need clarification under the law as to whether or not CalPERS can increase premiums and, if CalPERS can increase premiums, under what circumstances are premium increases allowed. To add insult to injury, (1) I have been informed that the policy holders' LTC insurance fund will be used to pay all costs for this lawsuit, win or lose; (2) CalPERS raised premiums again by 90% in 2021/2022, and (3) the proposed settlement includes the coercive threat in the **Notice of Proposed Second Class Action Settlement**, Section 13, page 7, if we exclude from the settlement, "You will not get a Settlement payment and will not be entitled to the temporary freeze on premium increases."

I believe that CalPERS is flaunting contract law by imposing premium increases in violation of the contract with policy holders, and does so because it believes is immune to any court action and without having to incur any costs for its actions. The court must instruct CalPERS on what is right and what is wrong in the administration of the LTC insurance policies and should inform policy holders of those instructions. I object to the settlement based on the absence of clarity on the applicability of contract law.

I do not intend to attend the Final Approval Hearing.

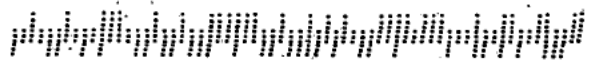
Karen Elizabeth Kawai
Karen Elizabeth Kawai

5/30/23
Date



Wedding Mr. CalPers
c/o Eric
P.O. Box 6790
Portland Oregon 97228-6790

972286790 8913



Wedding v. CalPERS
P.O. Box 6790
Portland, OR 97228-6790

May 29, 2023

RE: Case name and number for this action: Holly Wedding et al.
v. California Public Employees' Retirement System et al., Case
No. BC517444

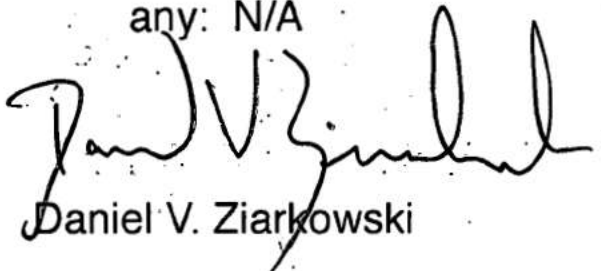
To Whom It May Concern:

1. The full name of the objecting Settlement Class Member:
Daniel Victor Ziarkowski
2. The Settlement Class Member's LTC policy number:
[REDACTED]

3. The basis for the objection;

The proposed settlement provision, 80% of premiums paid, is unfair because it fails to refund 100% of premiums paid, does not include an interest payment for policy members who paid into the policy for decades, and absolutely fails to acknowledge or account for the loss of dollars paid into the CalPERS Long Term Care policy instead of other investment vehicles. Further, Class Members have little ability to gain the lost investment dollars with this settlement proposal because so many years have passed since the CalPERS long term care policy was initiated. CalPERS is not bankrupt, thus they should make the Settlement Class Members whole.

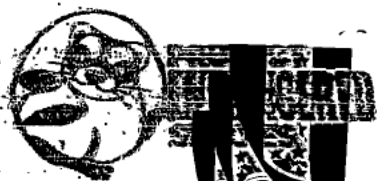
4. If the Settlement Class Member intends to appear at the Final Fairness Hearing; No
5. The identity of the Settlement Class Member's counsel, if any: N/A



Daniel V. Ziarkowski

SACRAMENTO CA 957

30 MAY 2023 PM 2 L



WOMEN VOTE
19th AMENDMENT
FOREVER USA

Wedding v. Cal PERLS
P.O. Box 6790
Portland, OR 97228-6790

97228-679090



[REDACTED]

May 23, 2023

Wedding v CalPERS
c/o Epiq
PO Box 6790
Portland, OR 97228-6790

To Whom it May Concern:

Please consider the following:

1. I am a member of the Settlement Class: Wedding, et al., V California Public Employees Retirement system, et al., CASE NO. BC51744

2. My full name is WARD ALLEN ANGLES.

3. My LTC policy number is [REDACTED]

4. I am objecting to a provision of the New Settlement, specifically within Question #7, "What does the New Settlement provide?":

"Following distribution of the individual Settlement payments, any uncashed checks.... ANY OTHER FUNDS REMAINING IN THE QSF WILL BE DISTRIBUTED TO A CY PRES RECIPIENT (A CHARITABLE ORGANIZATION) APPROVED BY THE COURT."

It is the section in all caps (emphasis mine) that I find objectionable. Given my concerns about CalPERS LTC long term solvency, I find it inappropriate that "any other funds" in this Settlement should be distributed to any other entity besides CalPERS LTC itself. I propose that "any other funds" instead be directed only to the CalPERS LTC program thus bolstering the solvency of the LTC program for the eventual benefit of the LTC members.

5. I am interested in attending the Final Approval Hearing scheduled on July 26, 2023.

6. I do not have counsel.

Thank you for your time and consideration of my objection to the New Settlement.

Sincerely,


Ward Angles

[REDACTED]

May 23, 2023

Wedding v CalPERS
c/o Epiq
PO Box 6790
Portland, OR 97228-6790

To Whom it May Concern:

Please consider the following:

1. I am a member of the Settlement Class: Wedding, et al., V California Public Employees Retirement system, et al., CASE NO. BC51744
2. My full name is WARD ALLEN ANGLES.
3. My LTC policy number is [REDACTED]

4. I am objecting to a provision of the New Settlement, specifically within Question #17, "How will the costs of the lawsuit and the Settlement be paid?":

"In addition to the refunds and other relief provided to Class members... CalPERS has also agreed to pay *no more than \$80 million* which will be used to pay Class Counsel's Attorneys' Fees, unreimbursed litigation expense incurred by Class Counsel that are no more than \$2.5 million, and Settlement administration costs for both the Prior Settlement and this Settlement which are estimated to be \$5 million and service Awards for the Plaintiffs."

It is the portion of the section in *italics*, above, that I find most questionable because the accounting for the entire budgeted amount is not provided. Within the paragraph I quoted above, and the paragraph that immediately follows it in the Notice of Class Action Settlement document, less than one-tenth of the \$80 million budgeted is actually identified (2.5 million + 5 million + 85,000 = 7,585,000), so how is the rest of the \$72,415,000 that potentially remains to be distributed? Is it intended for the four lawyers identified in Question #16? If so, are the amounts excessive? Assuming equal division of around \$72 million, each attorney could potential receive \$18 million each. Is that excessive? Class Members should be able to consider this but currently cannot do so.

Regardless of how much money is actually distributed, its source must be the CalPERS LTC program itself, which means less available funds to provide benefits to members who remain in the LTC program. Given my concerns about the CalPERS LTC program's long term solvency, I find it objectionable that \$80 million (of which only a fraction has been identified) has been set aside in this Settlement to cover litigation expenses that could perhaps be excessive.

5. I am interested in attending the Final Approval Hearing scheduled on July 26, 2023.

6. I do not have counsel.

Thank you for your time and consideration of my objection to the New Settlement.

Sincerely,


Ward Angles

Ward Anoles

SANTA BARBARA CA 931

30 MAY 2023 PM 2 L



Wedding V CalPERS

c/o Epiq

P.O. Box 6790

Portland, OR 97228-6790

97228-679090



Objection to New Settlement to the Wedding VS CalPERS lawsuit

Offered for the court's consideration with the required information as follows:

Case information:

Holly Wedding et al. v. California Public Employees' Retirement System et al. Case number: BC517444.

Objecting settlement class member:

William Robert Logan

LTC policy number: [REDACTED]

Cause for objection:

- 1. CalPERS dereliction of implied agreement with class members to provide inflation protection coverage for Long term Care at a reasonable cost, thus depriving them of other means to secure a similar product at the time of signing. In addition, the protest claims that the original product contained premediated provisions to assure the defendant back door escape routes to avoid consequences of poor actuarial forecasting.**
- 2. That the new settlement also appears to offer a means for representing class counsel a route to abandon representing the interests of class members in their efforts to achieve a fair resolution to realized damages.**
- 3. Acceptance of the new settlement terms would close the door on holding CalPERS responsible for the financial commitments class members have made to secure their future health needs without recognizing the defendants bad faith business practices and ruthless tactics in defending their own interests. Therefore, the court must reject this new settlement.**

These 3 points of objection will be detailed within this complaint.

This objector will not attend the hearing to consider protests due to family obligations to care for other ailing family members.

This protestor has retained the council of Vincent D'Angelo Esq. of Tracy, Ca., however this complaint was written without his assistance or consultation. In my absence, I would be happy to address any questions this complaint should raise by phone or other digital means.

Detailed support of the 3 objections:

- 1. CalPERS original offering to class members was a cost effective Long Term Care policy at an affordable rate, and added a more expensive product at a higher premium which would account for future cost of living adjustments. That this premium would not increase unless there were dramatic changes in market conditions. The main thrust of their argument was that they could use our premiums to pay for class members on claim through profits from market investments and from the fact that some members would eventually pass without requiring use of their policies. Another calculation was the assumption that there would be a substantial attrition of the member class due to the ongoing financial strain of ongoing premiums. This did not happen. Members of this group were acutely aware of the soaring costs of medical care, of which long term care was an important part. These members were counting on their policies to protect them from the tremendous profit taking going on in the medical field. If CalPERS was willing to take on the responsibility for paying these bills, we were willing to make that financial commitment. They were offering assurance that they knew what they were doing; that their actuarials were accurate. They were not. So if members were not leaving the program, CalPERS had an out. Launch an unprecedented premium rate increase, and drive members out. This is what has happened, and this was their back door out on the commitment. The first settlement also had a similar out- that no more than 10% of the**

members would be allowed to retain their policies, and still retain an ability to take CalPERS to court. A whopping 30% opted to keep their policies, reinforcing the idea that the members valued the security of their policies over a cash settlement. In short, they knew why they bought the policy in the first place. Now the second alleged settlement sets an even higher bar for settlement stating that only 1% may opt out of the settlement. This most certainly will mean the settlement is rejected, and that CalPERS can evade penalty for another 2 years.

- 2. The new settlement is really offering 2 unpleasant scenarios to the class members. The first is they offer a smaller percentage of members premiums back than with the first settlement. They claim this is necessary to protect the solvency of the fund. They explain that the fund is closed and it is only replenished by premiums and returns on market funds. This was a deliberate attempt to insulate CalPERS from legal consequences for mismanagement of the fund. It is accompanied with the caveat that the members completely lose their ability to take any future action against CalPERS. There really isn't any way for these members to use that award to purchase new policies- no new policies are available- not after Covid. The other choice is to keep their policies, and accept a \$1,000.00 bribe. Again, the caveat is that we lose our rights to sue, and that apparently, our class attorneys abandon the case- the class action goes away. So then it's payday for the attorneys and they take their back door out.**
- 3. So how does one prove "bad faith" business practices? I believe you have to go with the pre-ponderance of evidence. CalPERS created an insurance instrument with a closed fund that was insulated from the rest of the cash-rich retirement fund. This is**

not how insurance is supposed to work. It should be a stable and reliable fund that can guarantee that claims can be paid out in the worst of times. That the defendant has put limits on the number of people who can keep their policies indicate the future of this fund. The actuarials were bad to start, and now they are attempting to cover their tracks. It's not surprising the class attorneys want out. They are up against a juggernaut, and the hopes for a short term settlement are slim.

Do the right thing, I ask the court to please hold CalPERs responsible for their actions. Please reject this poor excuse for a settlement.

WR Logan

William Robert Logan

Class member

CERTIFIED MAIL®

W.R. Logan



7022 0410 0001 7152 8550

LA 05



RDC 99



97228

U.S. POSTAGE PAID
FCM LETTER
PLEASANT HILL, CA
94523
MAY 30, 23
AMOUNT

\$8.13

R2304N118148-04

Wedding V CALPERS

ClO EPi9

P.O. Box 6790

Portland, OR. 97228-6790

RETURN RECEIPT
REQUESTED

97228-679090



TO: Superior Court of California for the County of Los Angeles
RE: Holly Wedding et al. v. California Public Employees' Retirement System et al; Case Number BC517444
FROM: Denis H. Iliff/ CalPERS Long Term Care Policy # [REDACTED]
DATE: May 30th, 2023

I am submitting to Superior Court for review my objection to the proposed New Settlement for the following reasons:

Like all members of the class action suit, I entered a binding contract with Cal PERS based on the pledge that premiums were to be fixed based upon the age that I entered into the agreement which began on July 6th 1998. The significant increase of premiums in 2015-2016 were a considerable impact to our fixed income however we continued to pay the premiums for as long as possible however with the death of my wife in November 2021 and the loss of income from the cessation of her social security benefits, I simply could no longer pay the expensive premiums and surrendered my policy in December 2021. CalPERS's records show that from the inception of my policy through to December 2020 I paid \$ [REDACTED]

The basic concept involved in my objection is the unchanged fact that a breach of contract is involved between Cal PERS and myself. It seems to me that a court settlement that is just and fair is the return of premiums paid in good faith to an organization that prides in protecting the working citizens of the state of California but ultimately failed to live up to its commitments.

Due to health issues, I am unable to attend the final fairness hearing but would like to know if there any other avenues that I can appeal to or options that are available to me?

I thank you for your consideration and review of my letter of objection. Included with this communication to the court is following material:

A copy of a certification of the death of my wife issued from the county of Los Angeles.

Bank statements that cover the period of increased premiums that I paid out from 06/24/2016 to 09/16/21.

Respectfully,

Denis H. Iliff

Denis H. Iliff
[REDACTED]

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH

3052021291861

CERTIFICATE OF DEATH

3202119068029

STATE FILE NUMBER

AGE IN YEARS AT DEATH

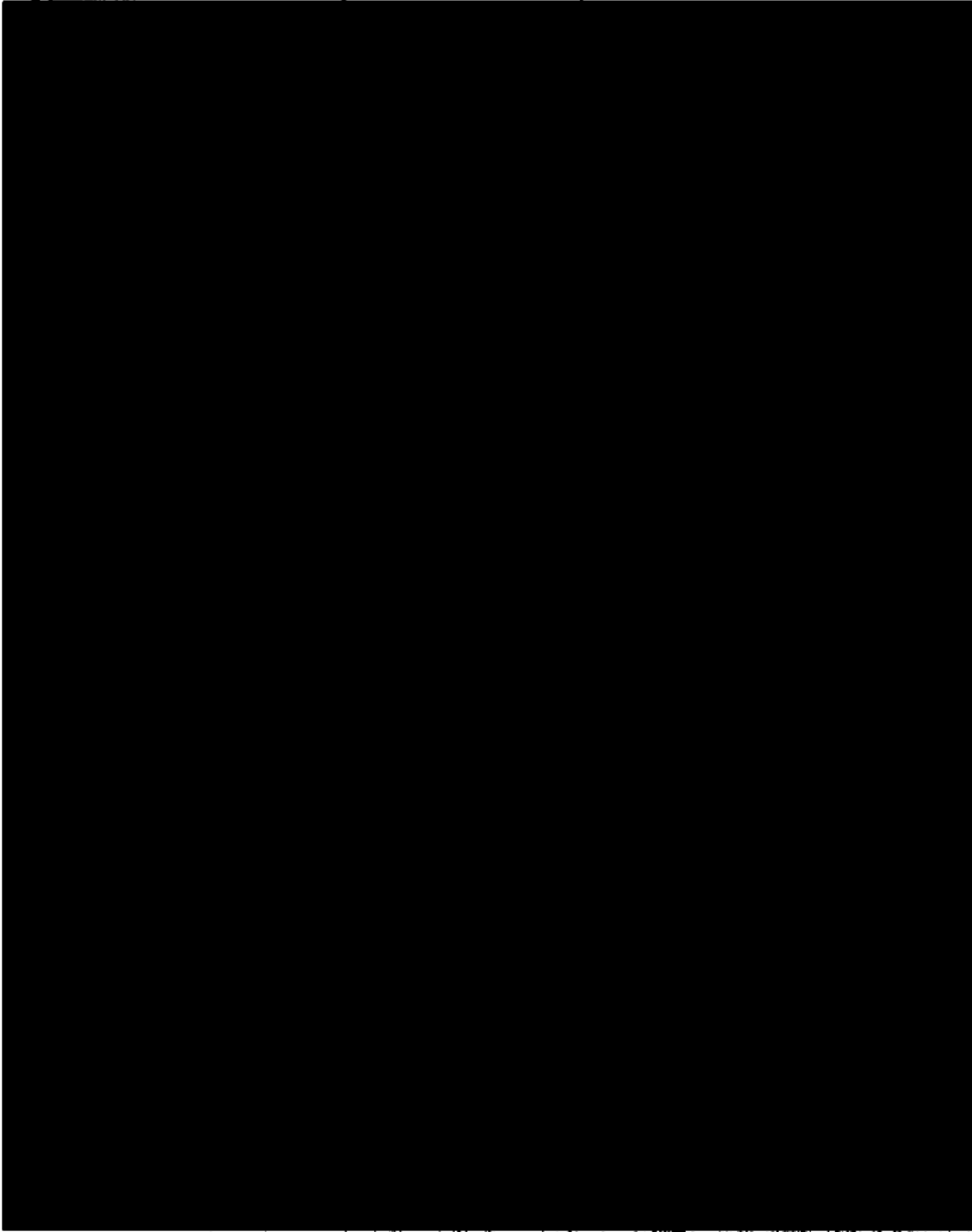
CALIF. REGISTRATION NUMBER

1. NAME OF DECEASED - FIRST NAME
MARY

2. SURNAME
LEE

3. LAST NAME
BLIFF

AS-IS
Document Control



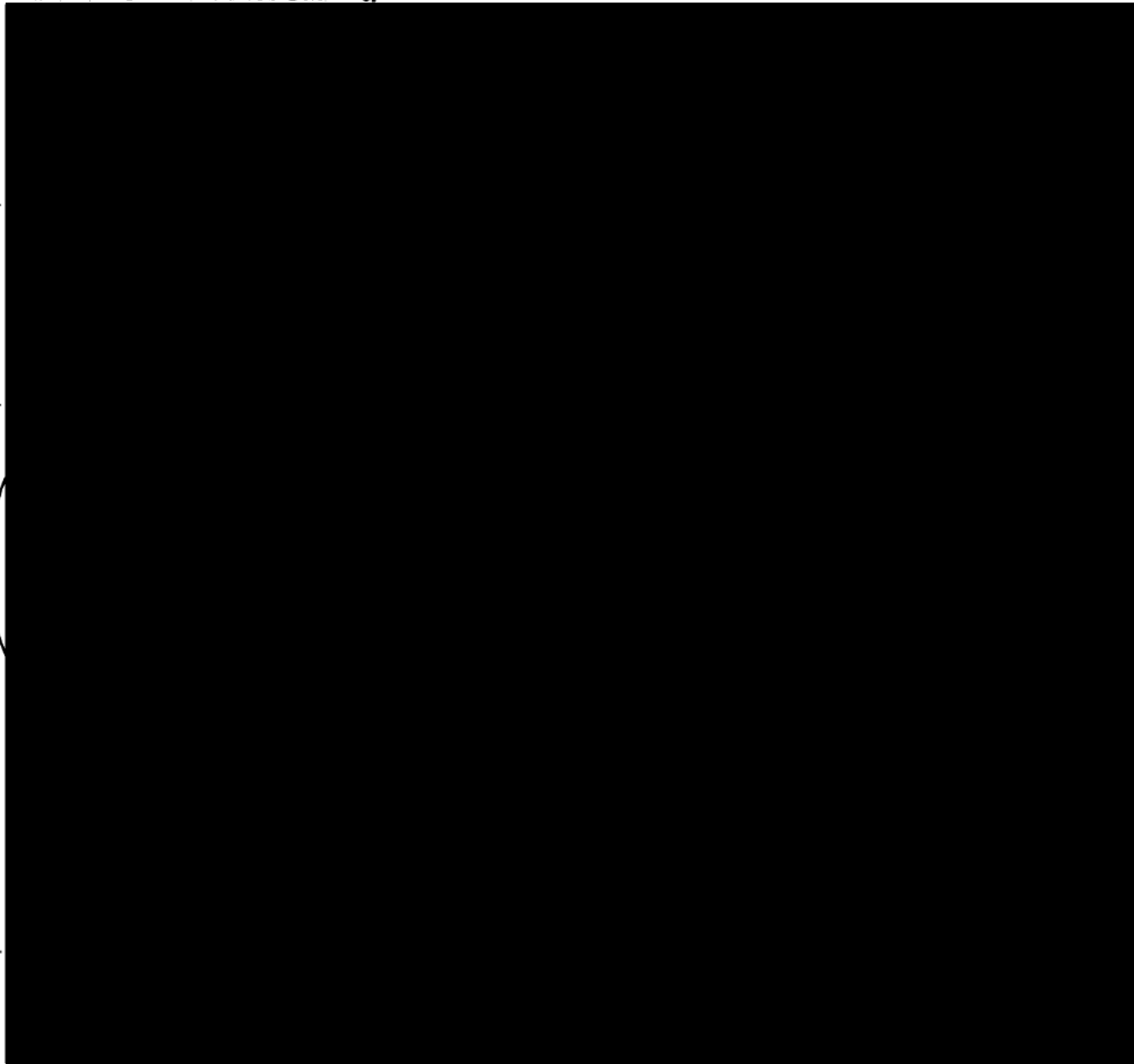
CERTIFIED COPY OF VITAL RECORD
STATE OF CALIFORNIA - COUNTY OF LOS ANGELES

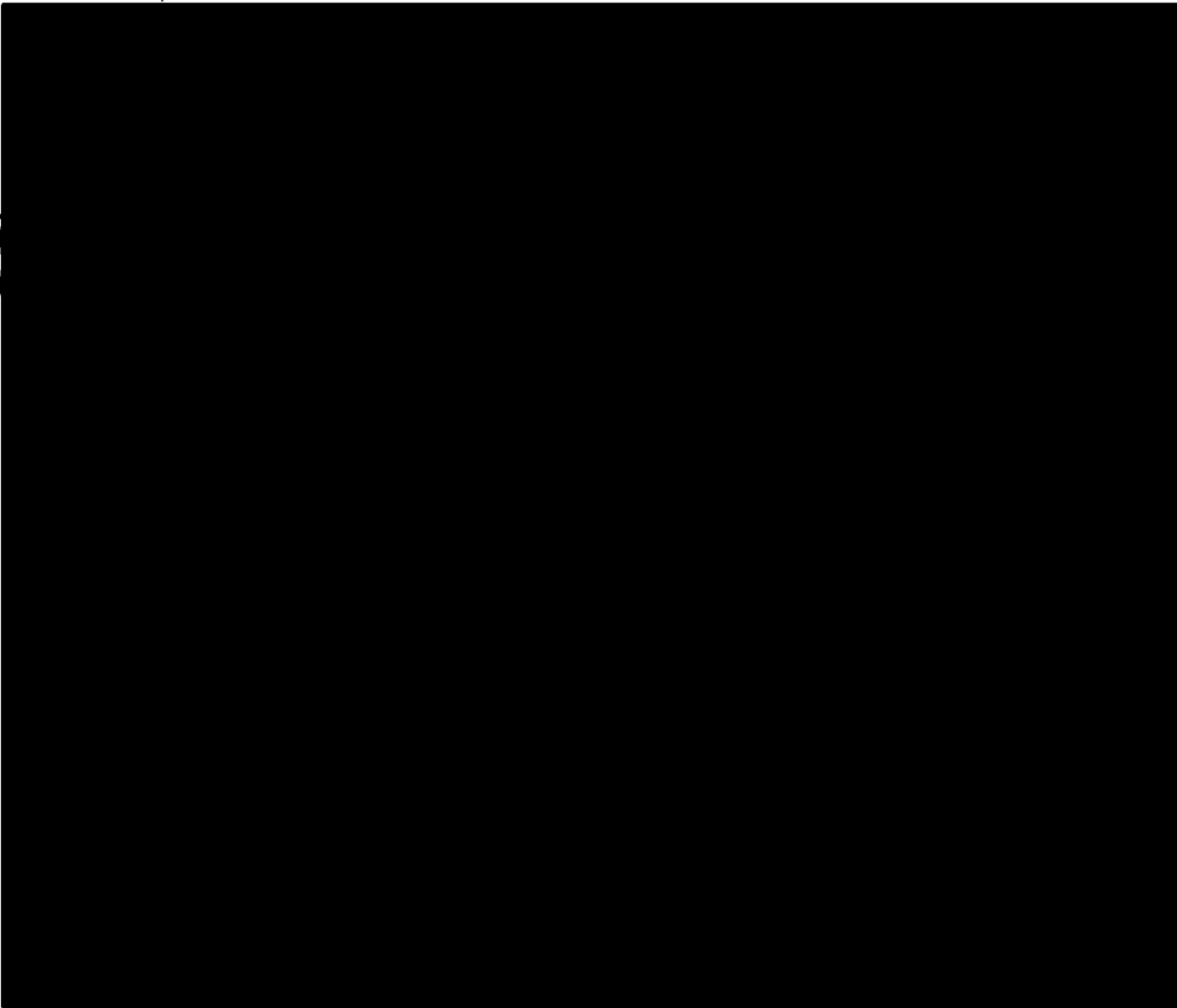
This is a true certified copy of the original as shown to me by the
Department of Public Health of which the original is a part.

M. L. ...

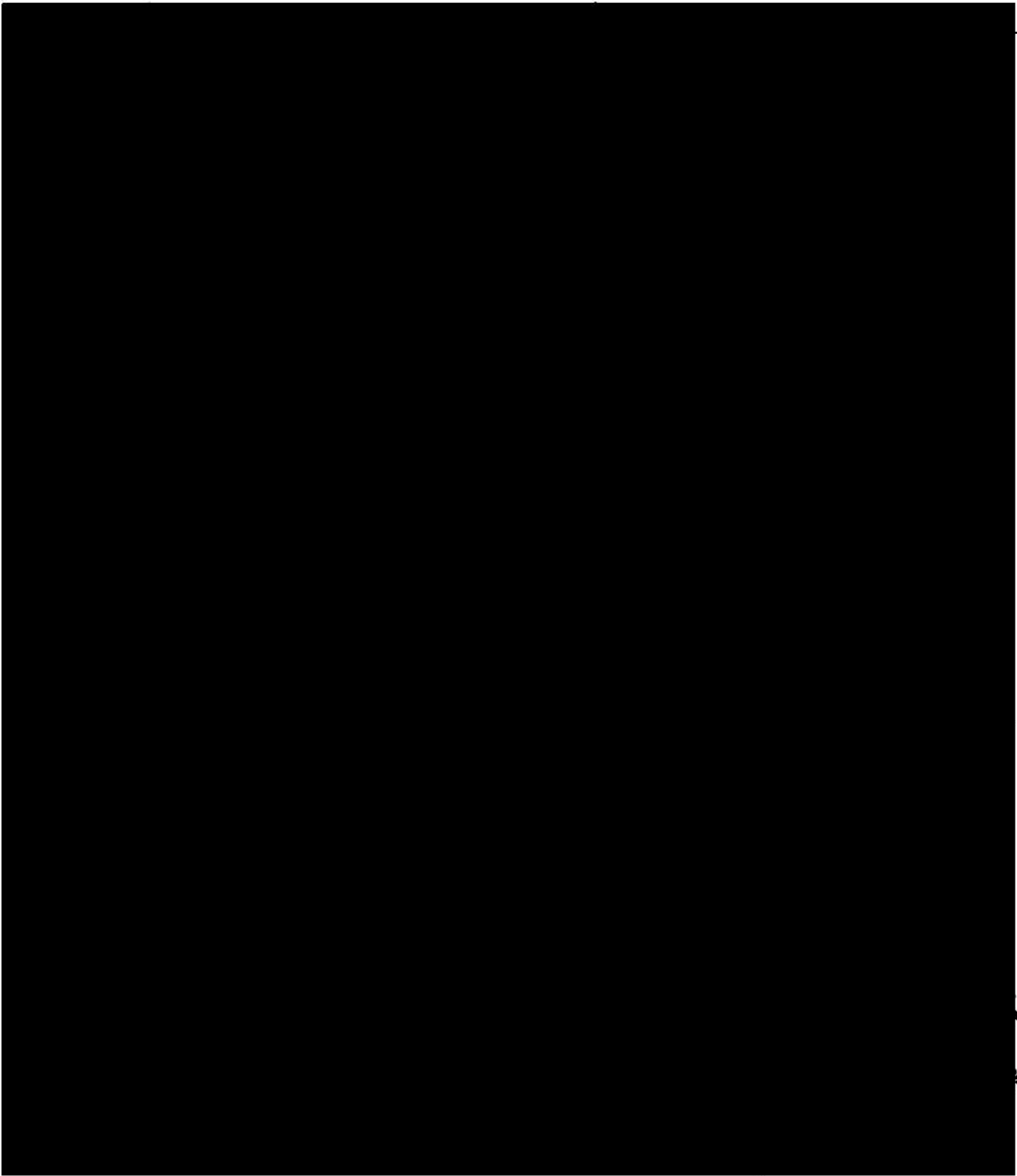
REGISTRATION
707-939-7271



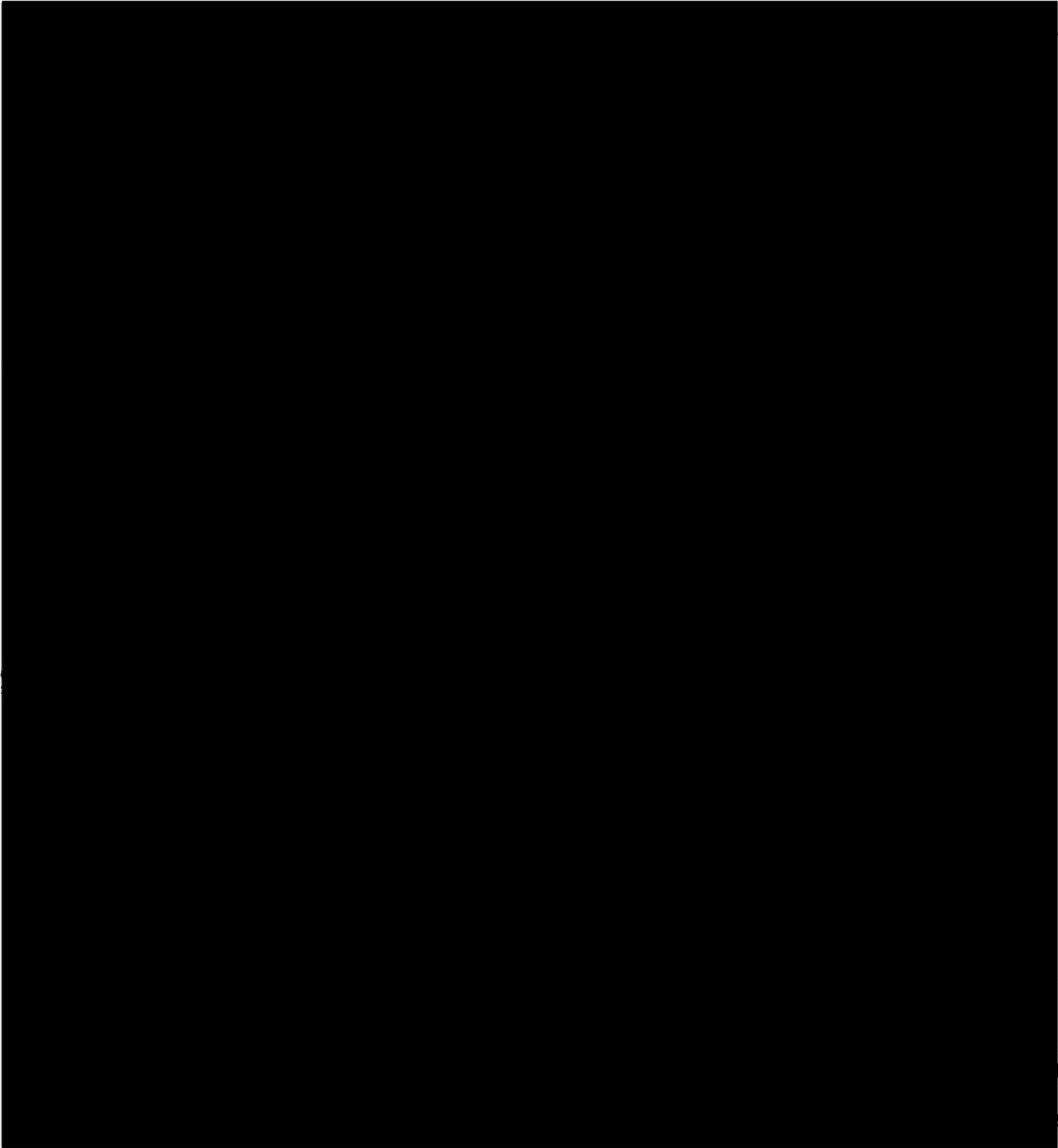




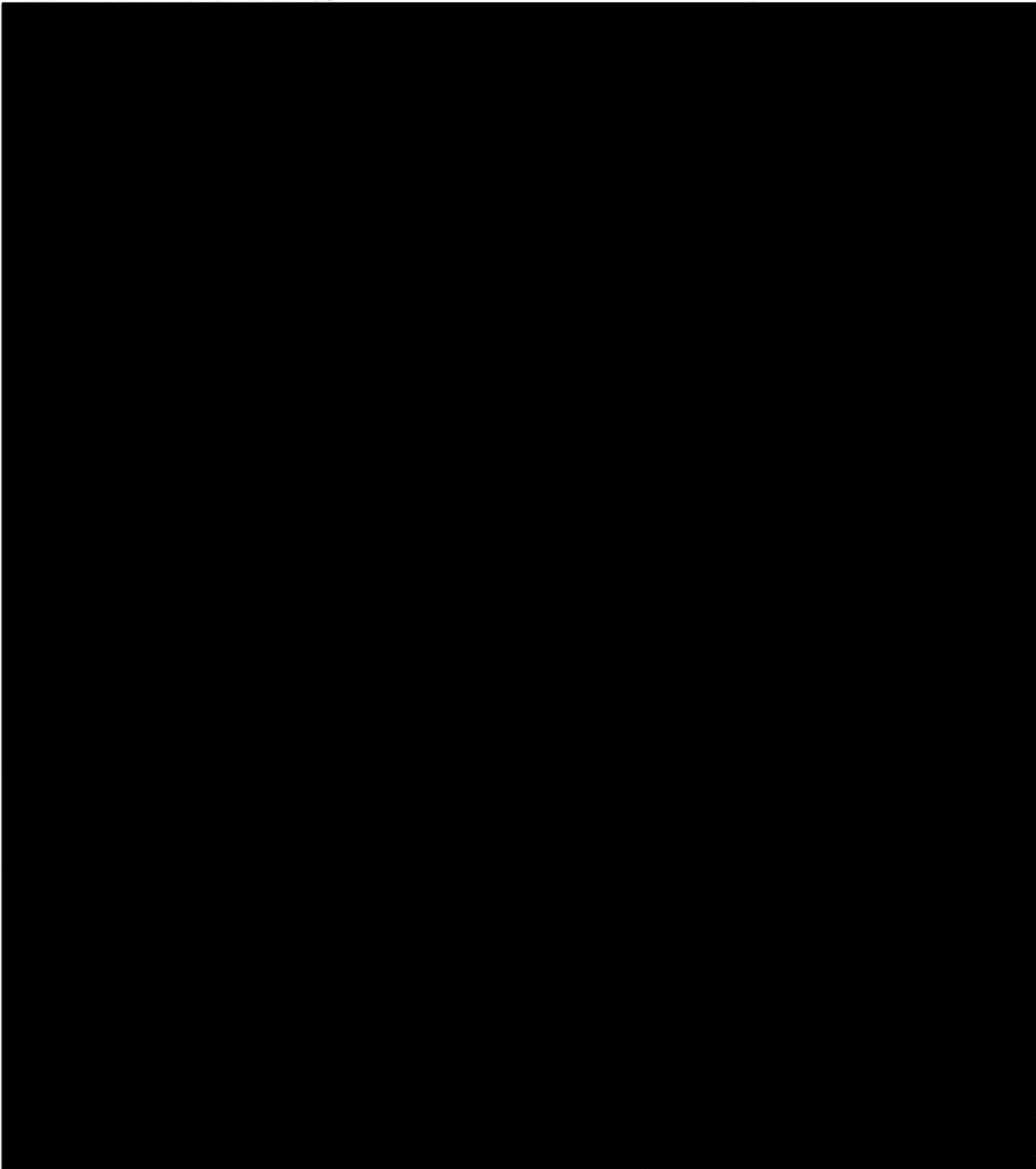
AS-IS
Document Control



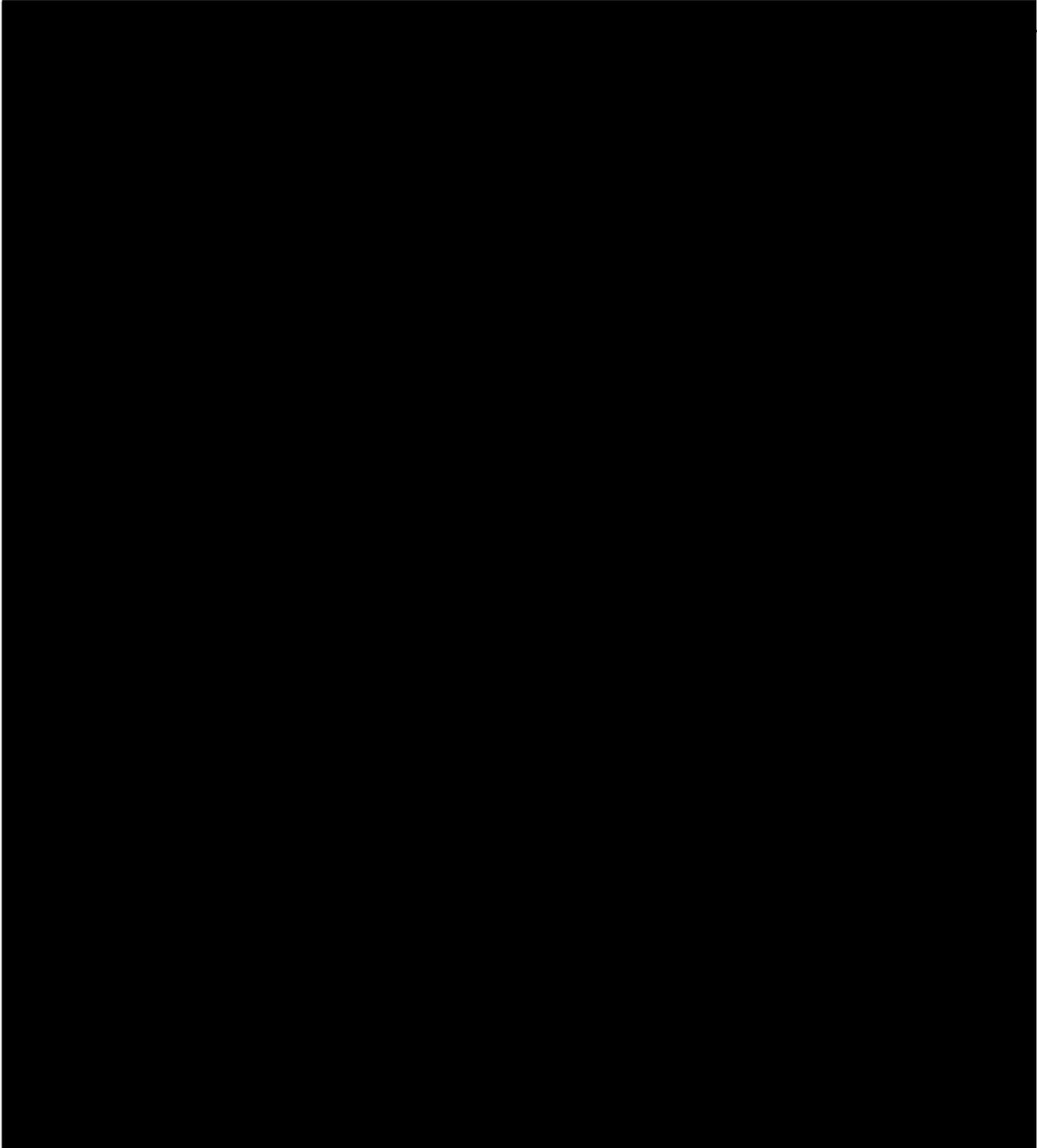
ST-15
Control



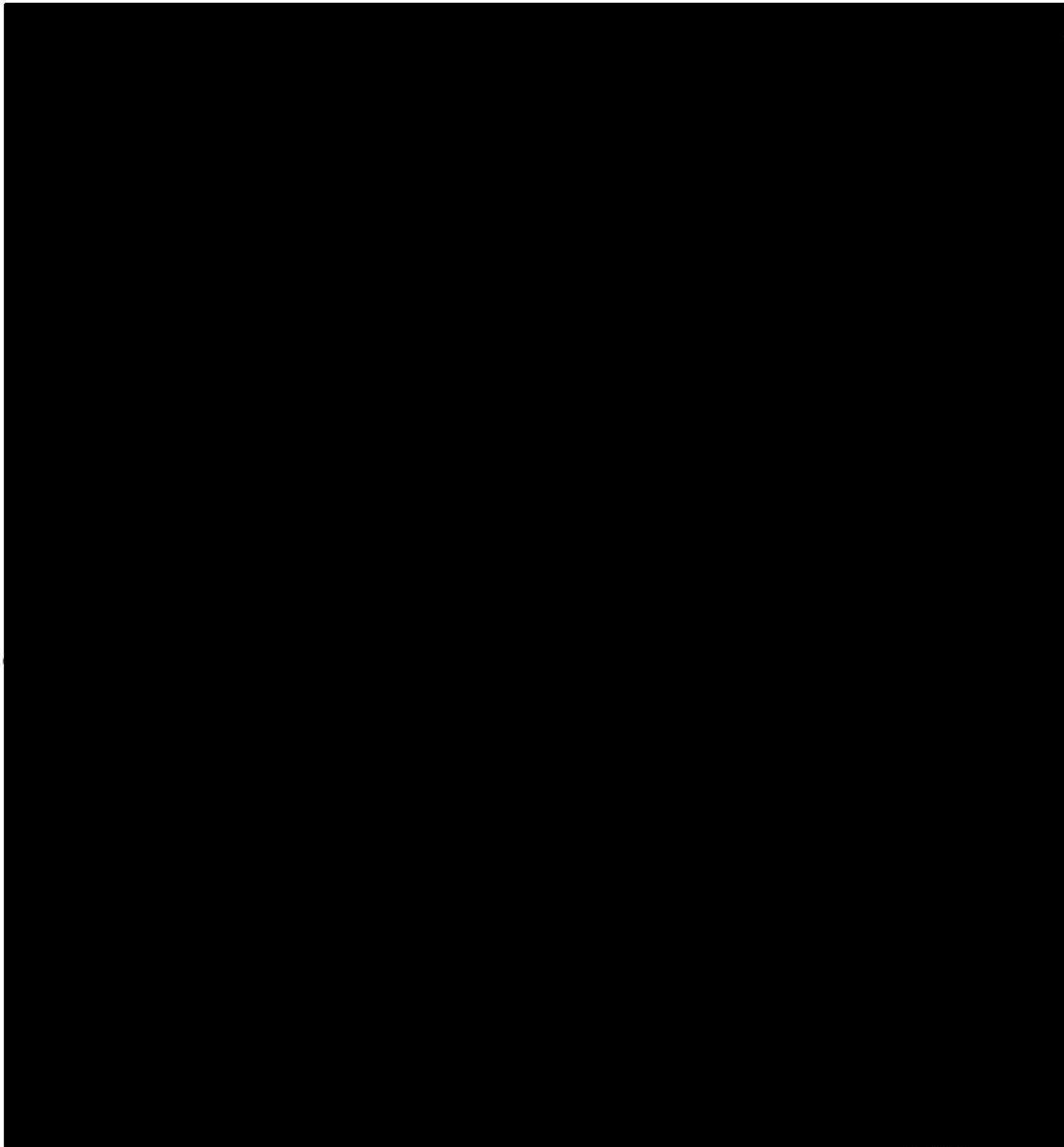
10
10



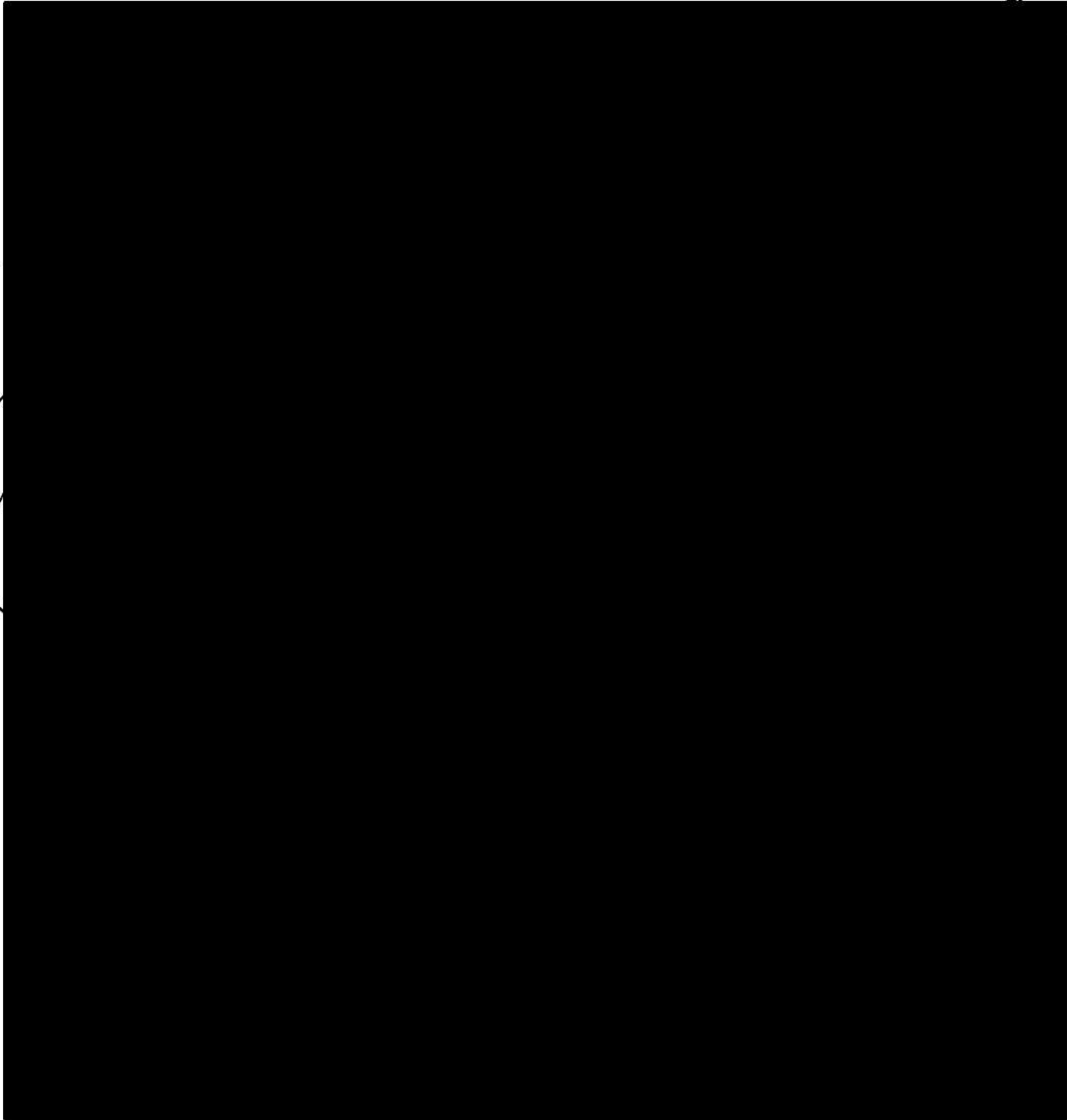
ST
for

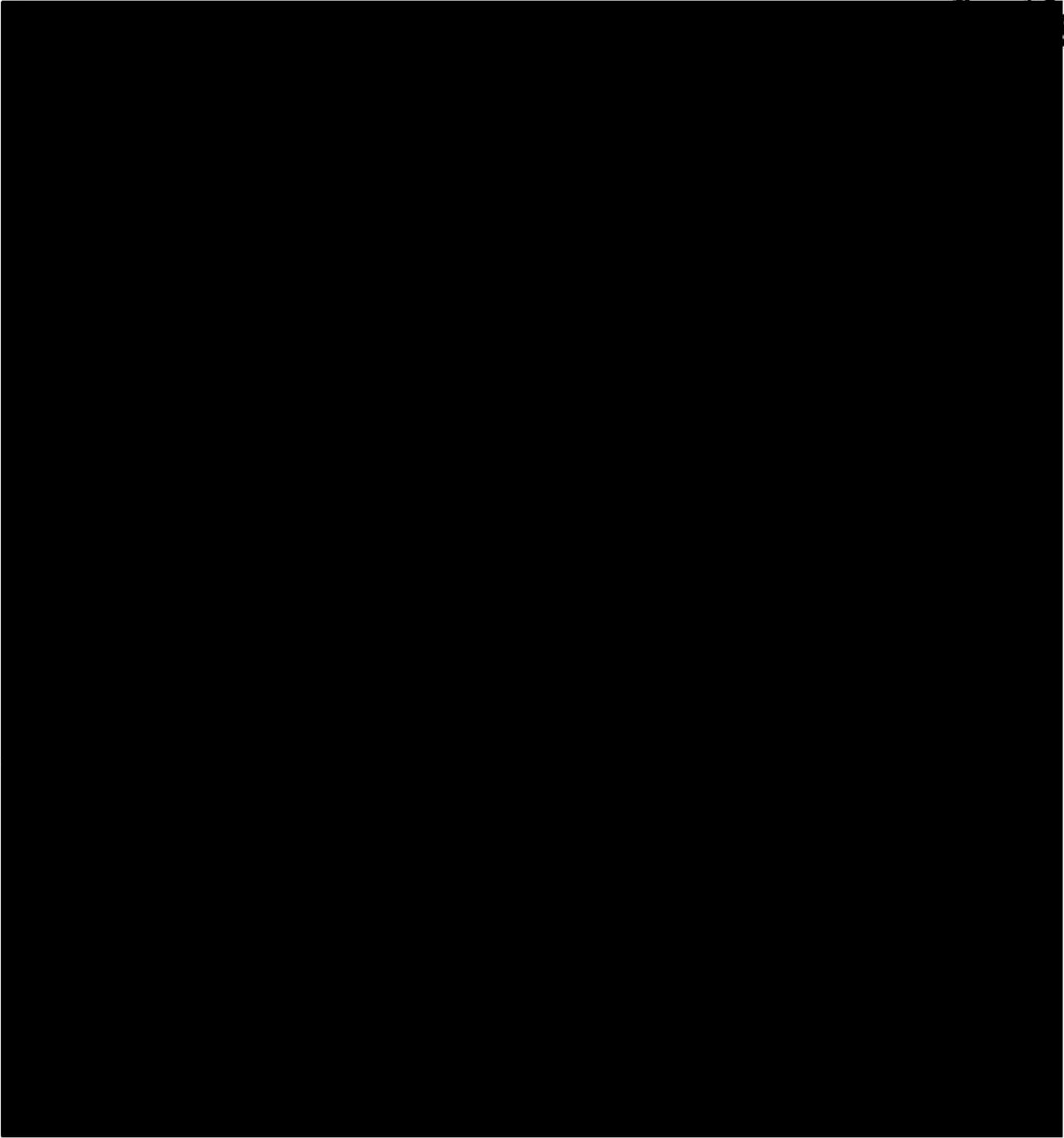


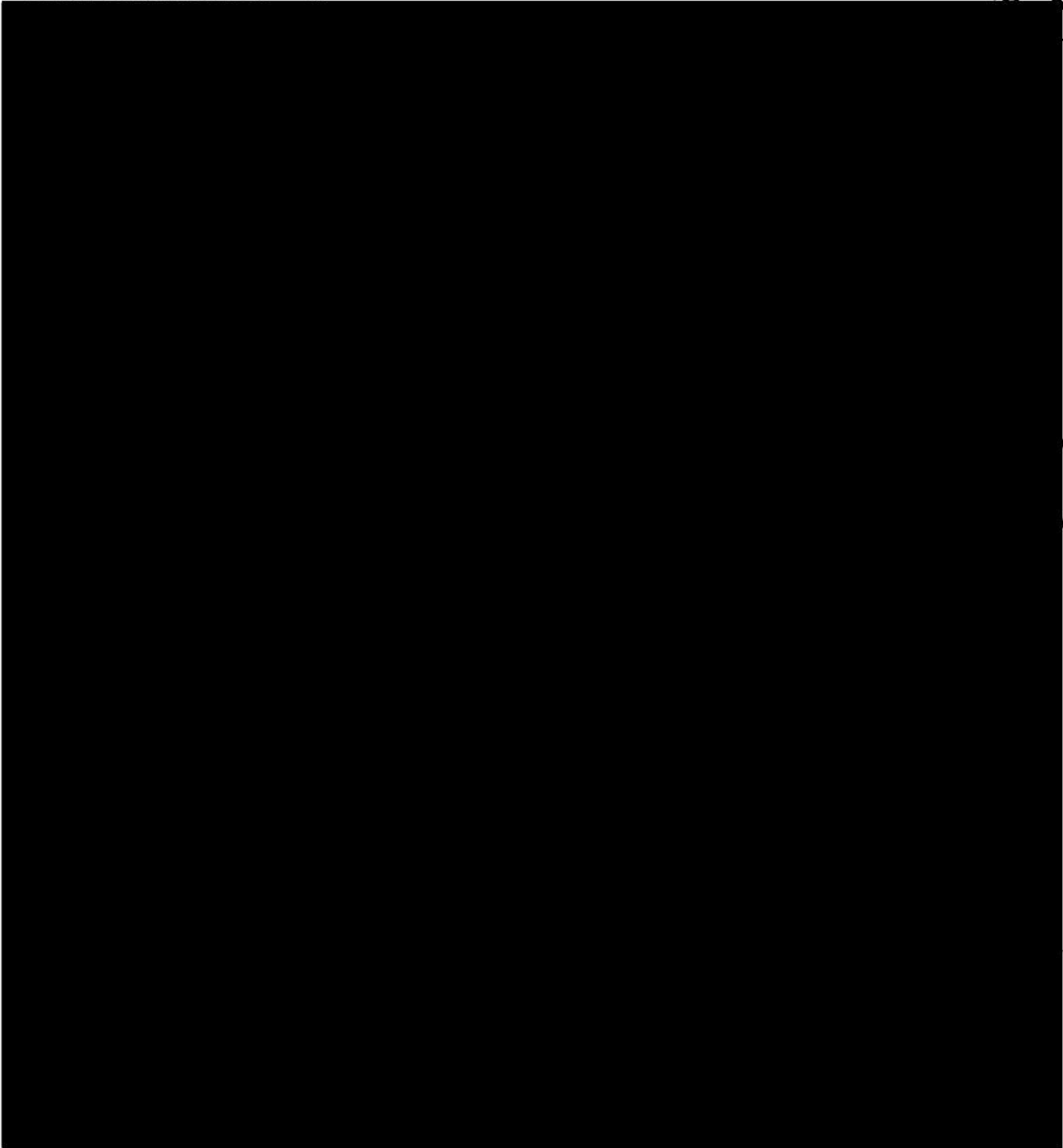
AS-IS
Document Control

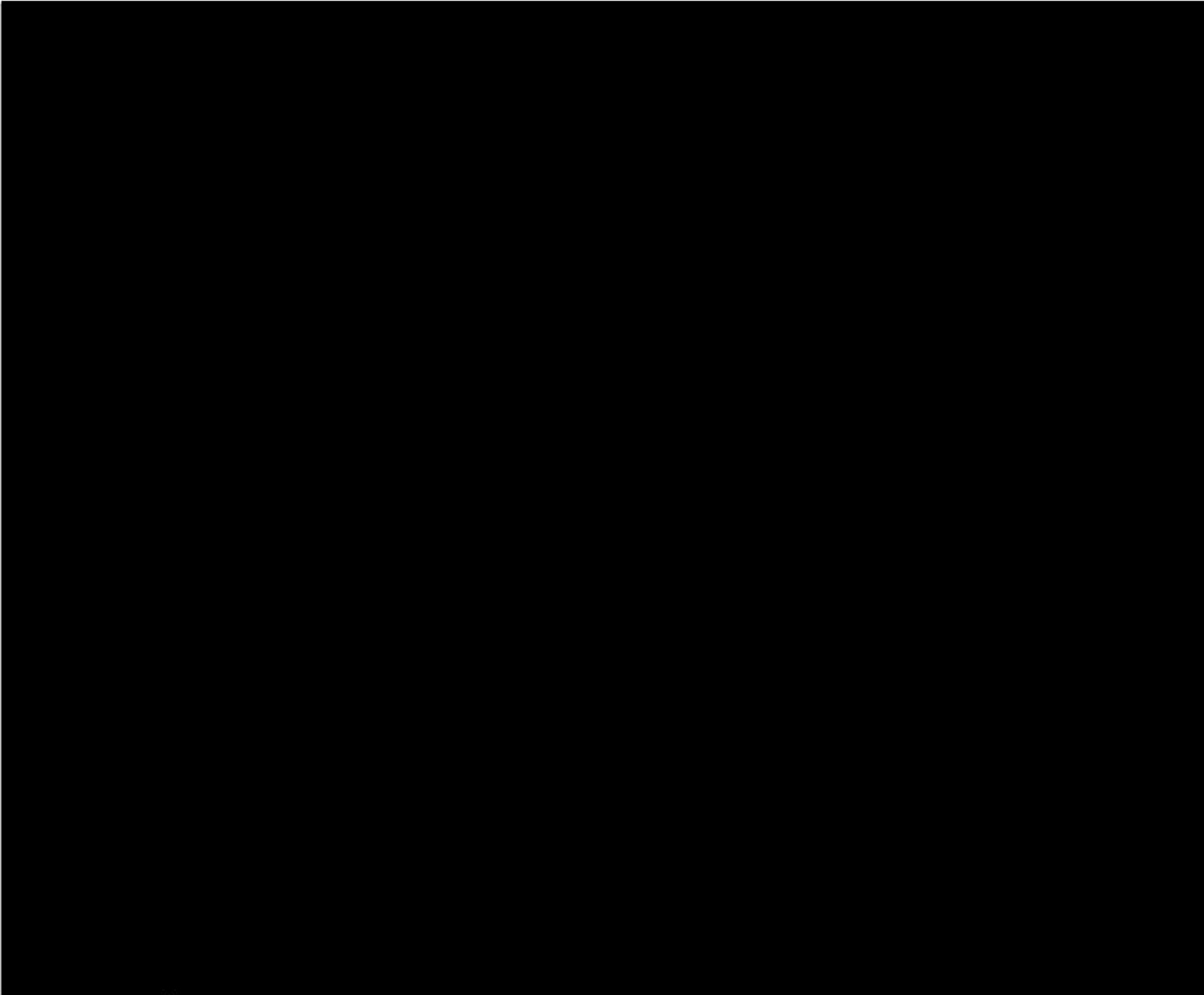


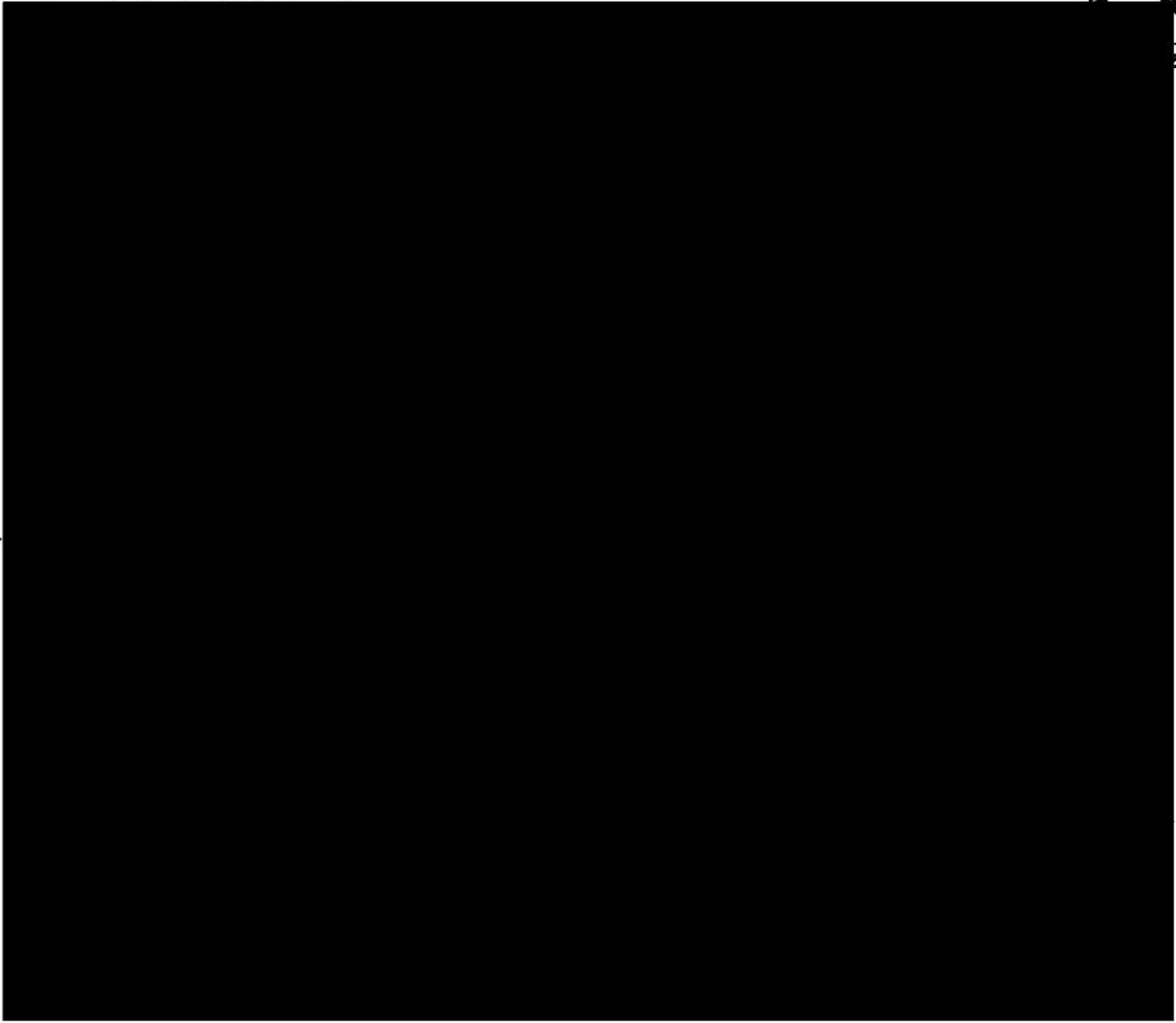
AS-IS
Document Control

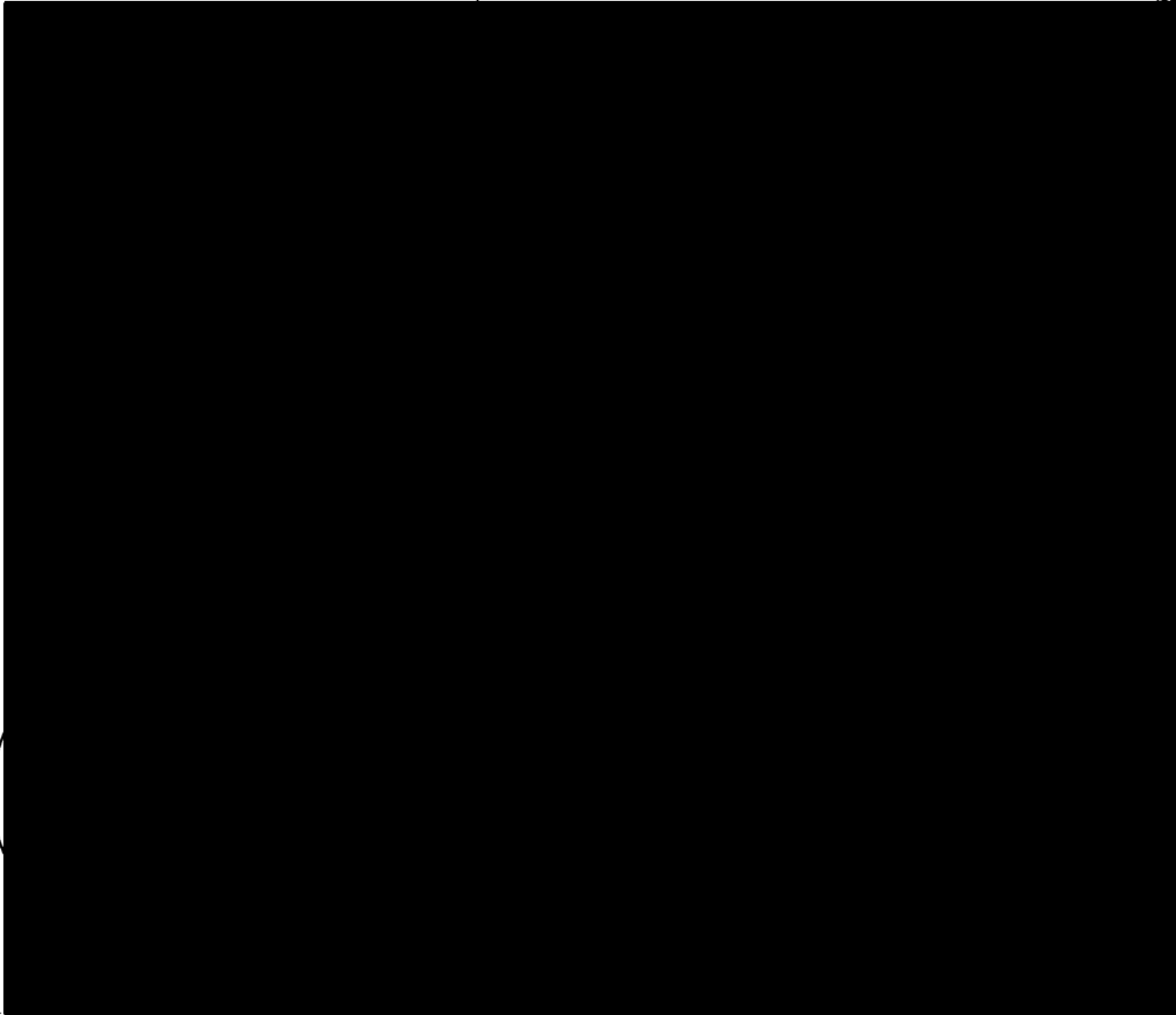


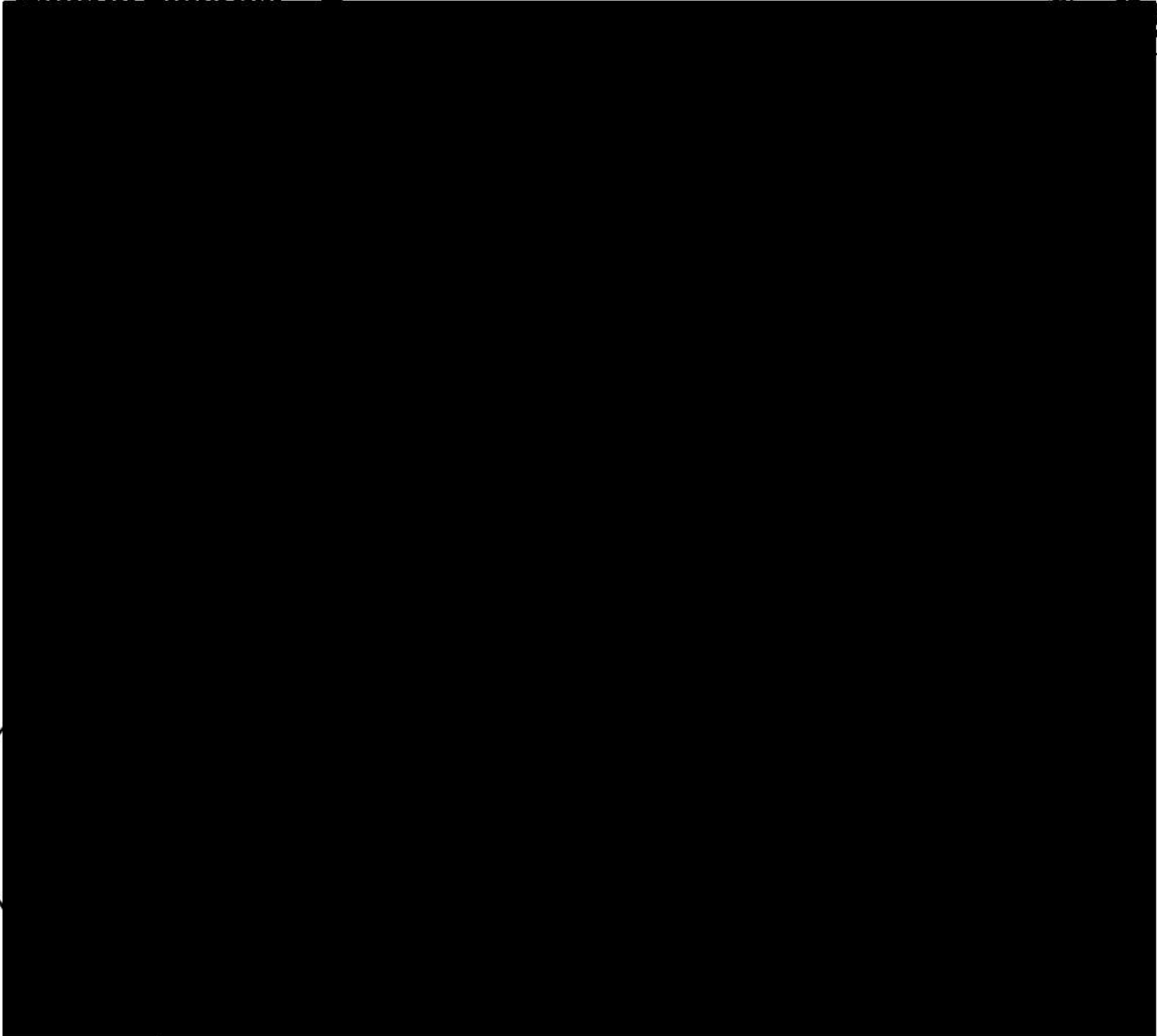


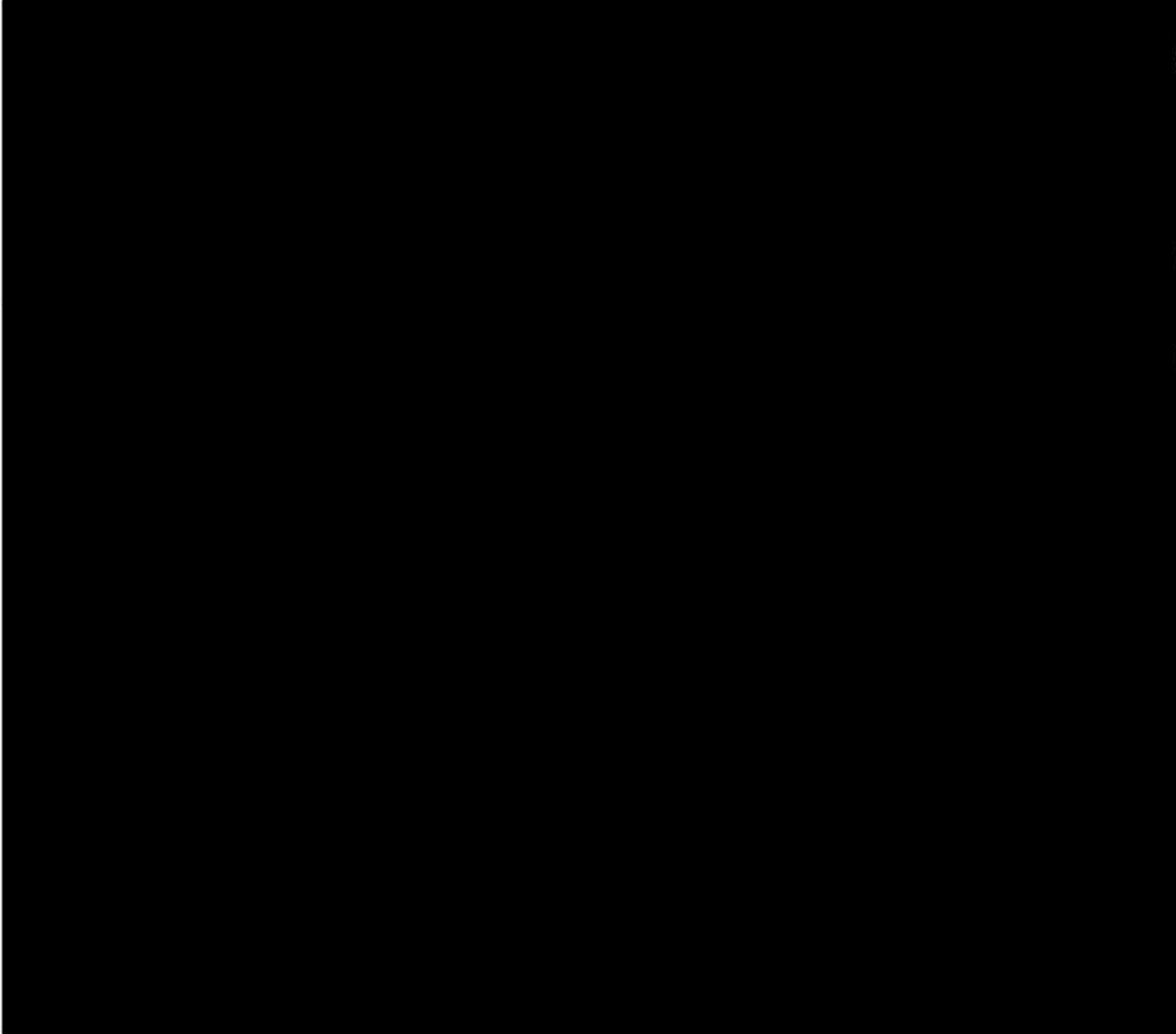


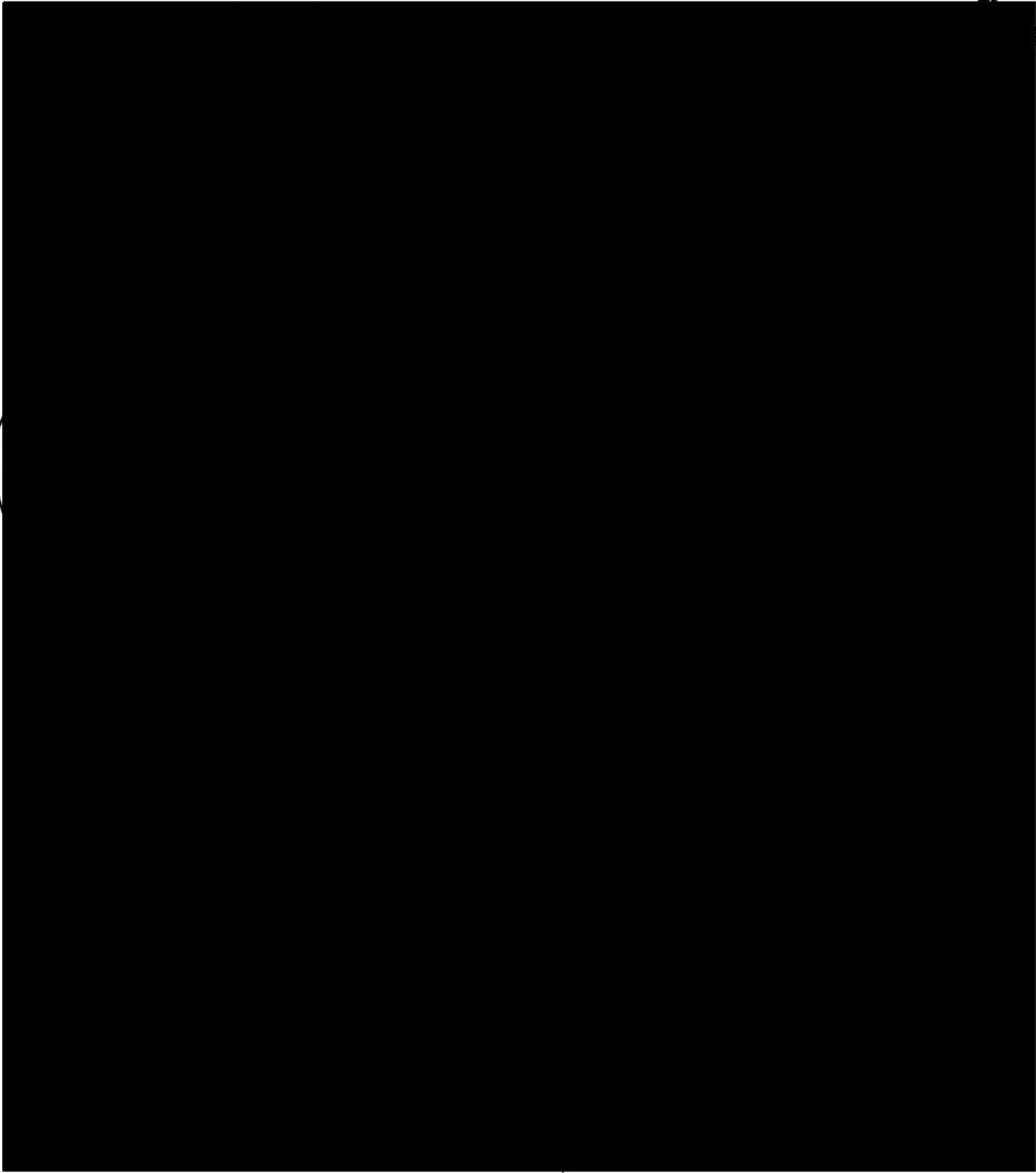




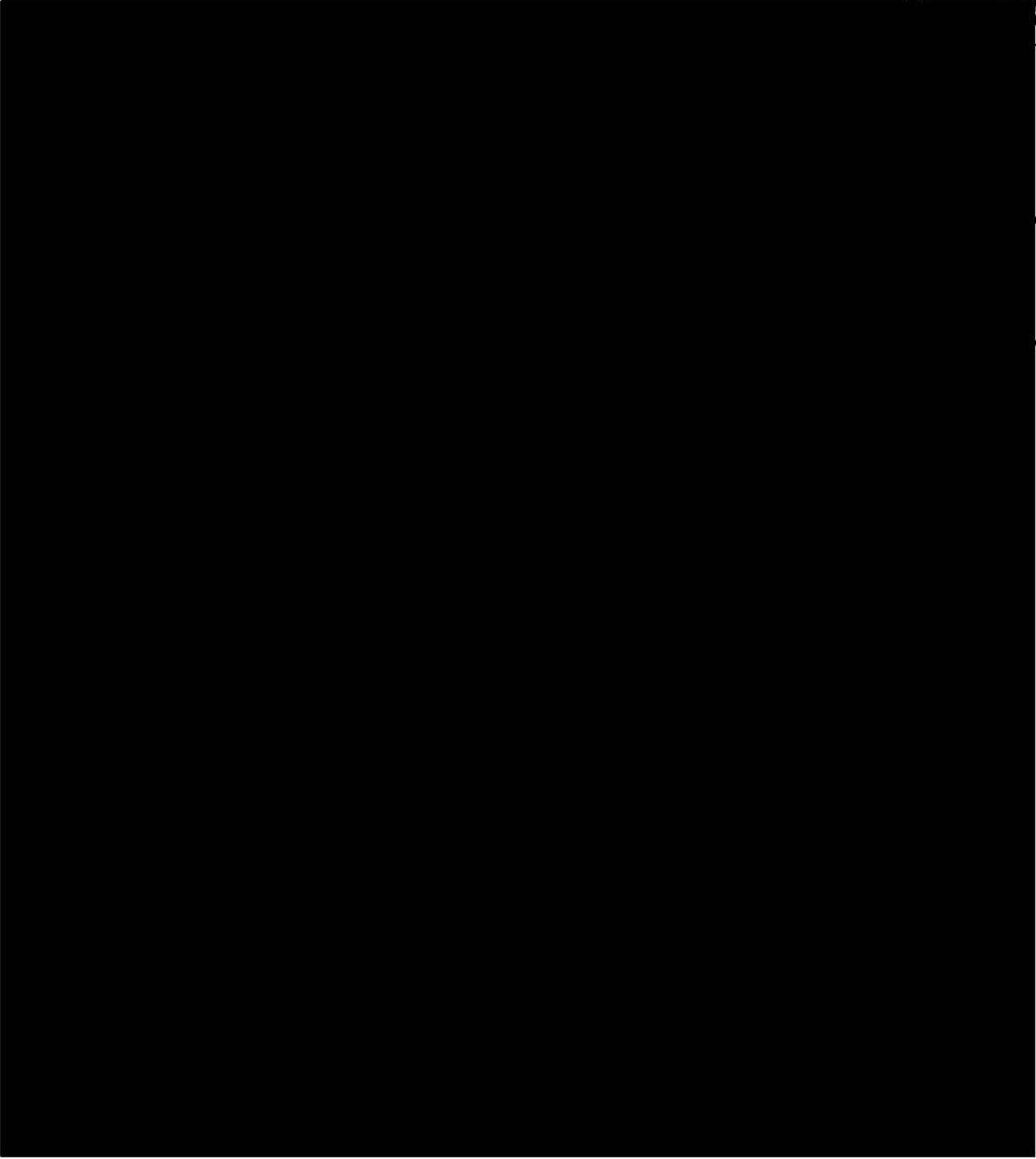


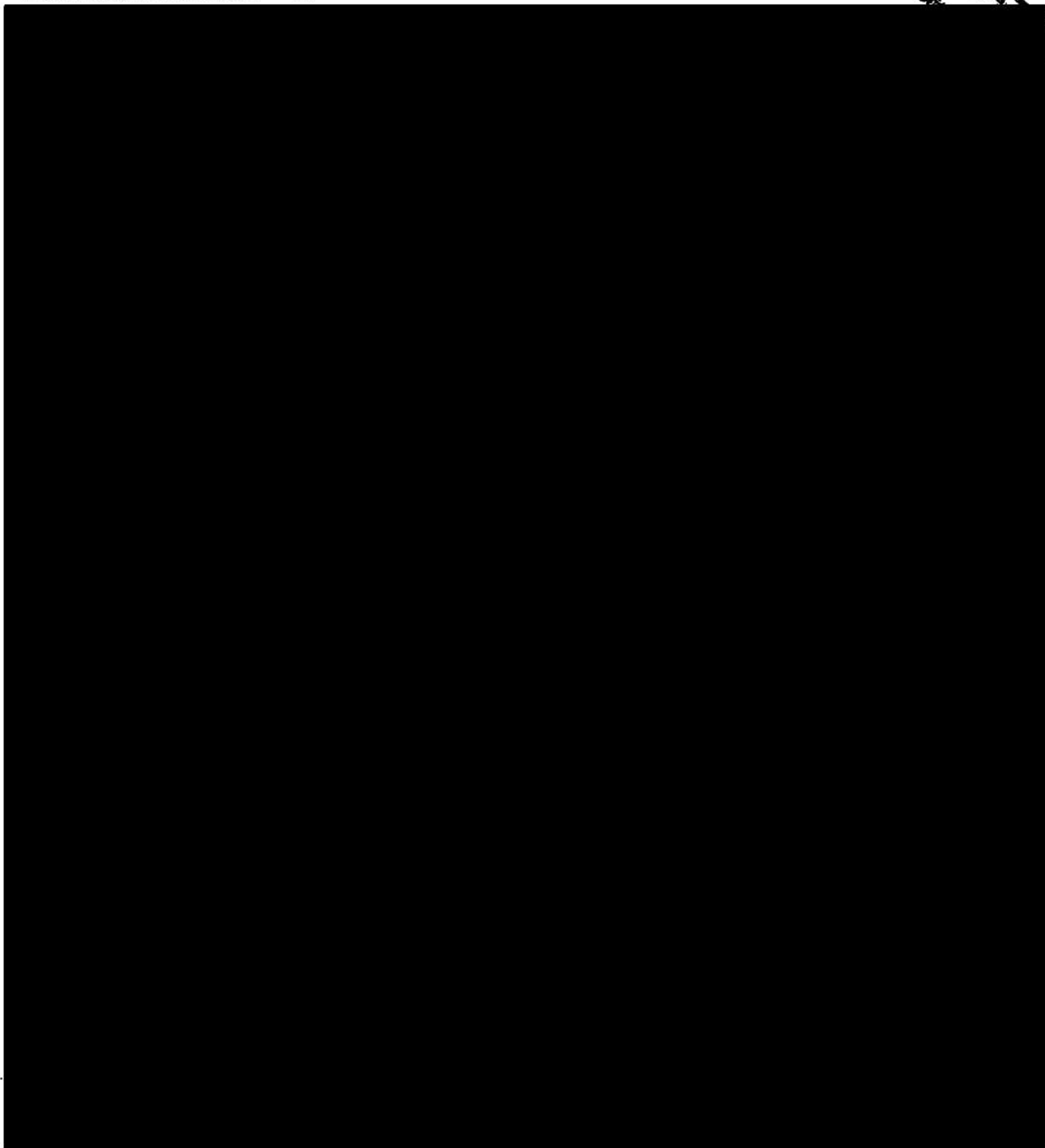


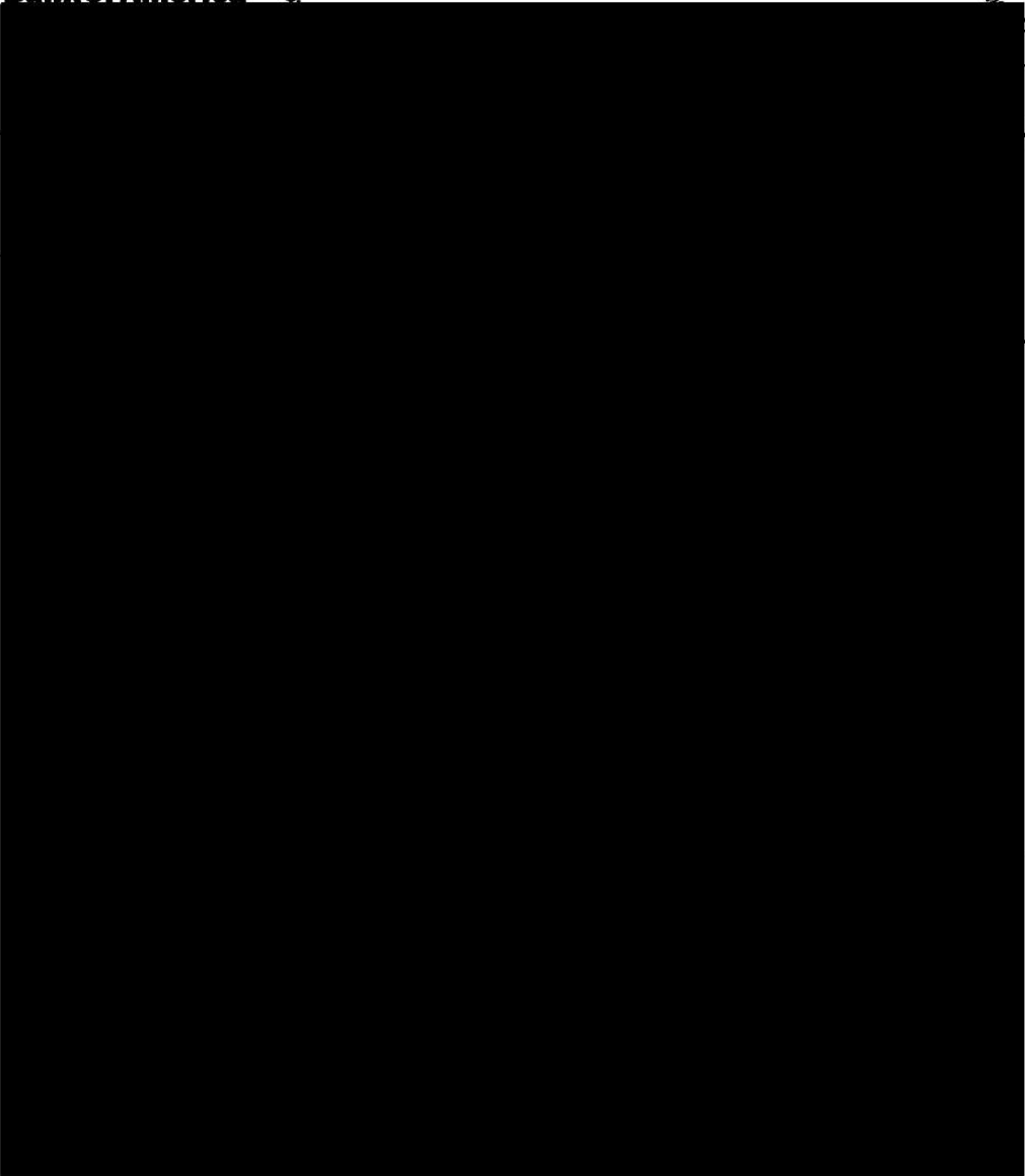




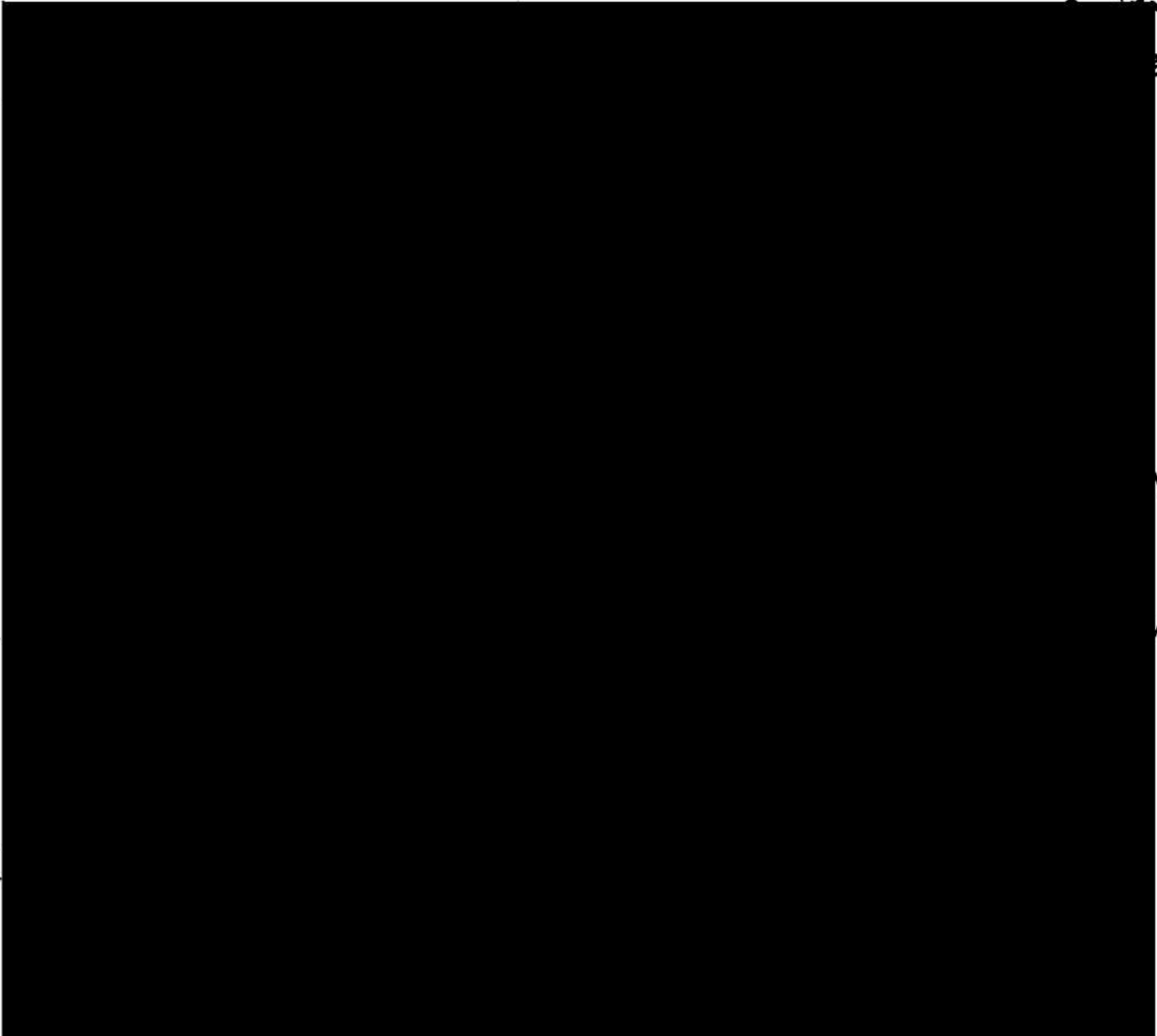
AS-12
D

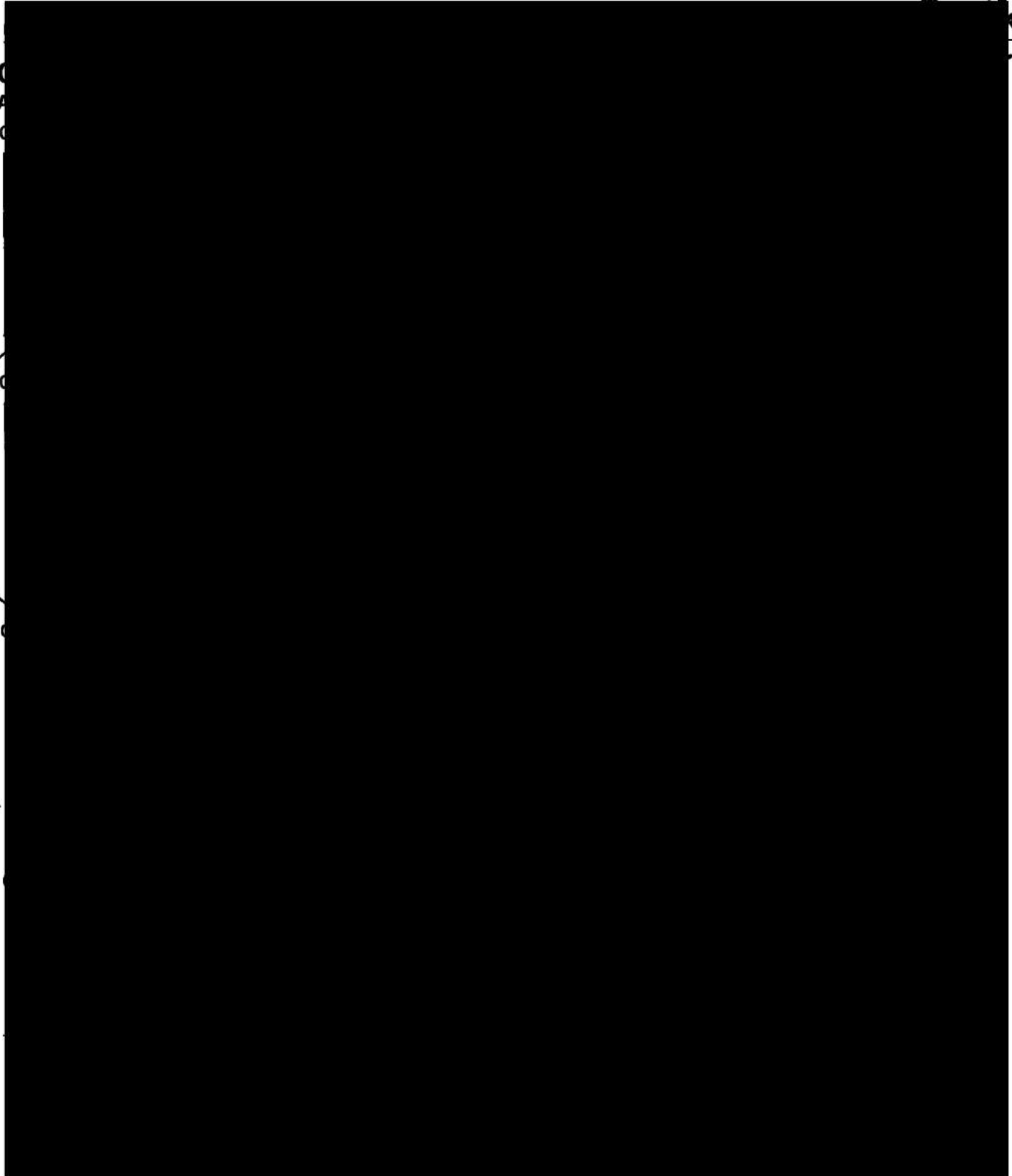






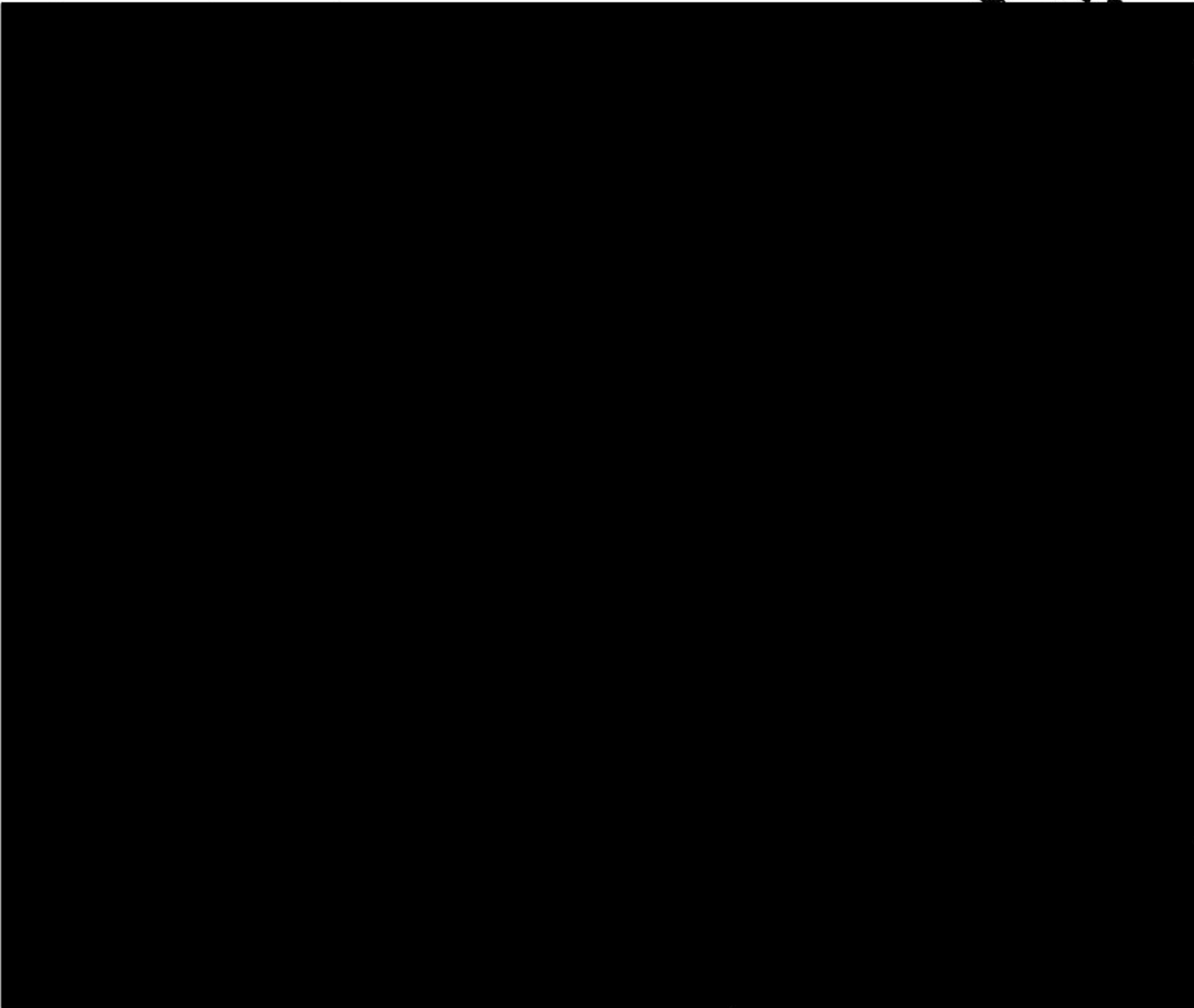
AS-IS
Control





2008





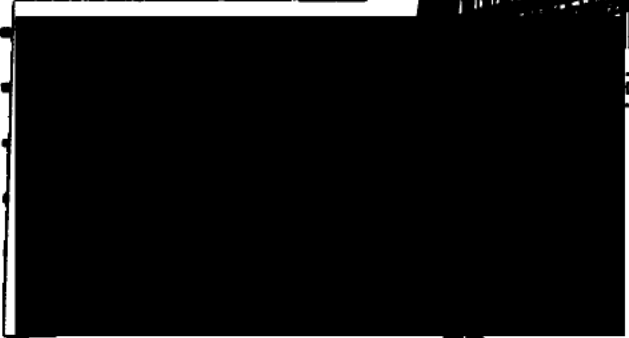
9589 0710 5270 0945 3021 81

PLACE STICKER AT TOP OF ENVELOPE TO THE LEFT
OF THE RETURN ADDRESS, ABOVE A DOTTED LINE

CERTIFIED MAIL

S

FROM:



270 0945 3021 81



H0G 08



97228

U.S. POSTAGE PAID
FC PKG RTL
SIMI VALLEY, CA
93065
MAY 30, 23
AMOUNT

\$9.80

R2304W119326-12

Document Control

COPY

TO:

WEDDING v. CALPERS
P.O. Box 6790
Portland, OR 97228-6790

COPY

Document Control

ReadyPost

May 30, 2023

Settlement Administrator
WEDDING v CalPERS
C/O EPIQ
Portland, OR 97228-6790

To Whom It May Concern:

I am writing to make a written objection to the proposed New Settlement in Wedding v CalPERS.

Below is the information required in the instructions for submitting a written objection.

- 1) Case Name and Number: HOLLY WEDDING, ET AL. V CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM, ET AL., CASE NO. BC517444
- 2) Name of Objecting Settlement Class Member: Stephanie Jane Falgout
- 3) CalPERS Policy Number: [REDACTED]
- 4) Basis of Objection: Contract Violation/Fraud - Services not Provided/Abuse of Power/Elder Abuse
- 5) Appearing at Final Approval Hearing: N/A
- 6) Settlement Class Member's Counsel: N/A

As of Dec. 31, 2022, I have paid \$ [REDACTED] into the CalPERS Long Term Care Plan and received no benefits. Since December of 2022, I have continued to pay a premium for my CalPERS LTC policy in the amount of \$ [REDACTED] per month, for a total of \$ [REDACTED]. As I understand from the settlement information I have received, CalPERS will keep 20% or approximately \$ [REDACTED] of the money I have paid into the program for 20 years, in addition to 20% of the \$ [REDACTED] monthly premium I have paid since December of 2022, or \$ [REDACTED]. This is a total of over \$ [REDACTED] of my money! Additionally, they are keeping all of the interest they have made on my money since I started paying my premiums in 2003.

This settlement offers me a refund of approximately \$ [REDACTED]. This is theft and financial abuse of the elderly. If a family member stole this money and it was reported to Adult Protective Services, the local District Attorney's office, or the Consumer Financial Protection Bureau, they would be prosecuted. Financial abuse is when someone takes or misuses another person's money or property for the benefit of someone other than that person.

In my opinion, that is exactly what is happening with this settlement. No reasonable person would sign up for Long Term Care, never receive any benefit from having it, and then be expected to lose their money because of the extremely incompetent management of the program.

A significant amount of money is being taken from members to cover the expenses of others who have filed claims and to keep a failing program afloat that will likely default and be unable to pay future claims.

All money paid by members should be returned, plus damages caused by the failure of this program to continue coverage at an affordable rate, leaving members in their senior years with no alternative long-term care and no way to opt-out of the program when the exorbitant rate increases became unaffordable, without losing ALL of their previously paid premiums! It's inexcusable.

If this were a privately held company, the consequences would likely be criminal charges and premiums would be required to be repaid in full.

Below is information on new free Health Care that will soon be made available in this country and to the world in the next few months. There will be no cost for this care and no need for Long-Term Care for anyone in this country, so there should be no reason to keep any of the money paid into this CalPERS Long-Term Care Program.

Quantum Healing Technologies of Med Beds

Med Beds in US - Details of Med Bed Plans In the USA

Q & A about Med Beds - American Media Group (amg-news.com)

Medical Beds use a technology to transform your body into optimal health using the original codes in your DNA.

This technology has been proven. With this technology, our society will focus on health rather than disease in the medical field. There will be no reason for any industry to benefit from the current health epidemic. With Med Beds, every human being will be able to freely restore health and live a healthier life at an older age than we have been able to experience recently.

Technology

This technology has been around for 50 years and is completely safe. The Secret Space program has used it successfully for the past 50 years.

Funding

Med beds are being installed in specialized treatment centers. They will initially be available outside of the current healthcare system. As MED BED technology is revealed, large hospitals and pharmaceuticals will be phased out. This is because our health system will no longer be based on disease but on health. This technology will be fully funded by the white hat military.

Cost

There will be no cost to use the MED BED. They will be freely available to the public. The cost of these hospital beds will be covered by the White Hats military.

Each country will have a nationwide hotline for people to book appointments. Your first appointment will be a consultation that includes a medical history and a physical exam. The patient's information will then be entered into a quantum computer, where the computer will determine the urgency of the patient's medical needs. A nearby center will be arranged based on that review.

Launch

Currently, initially, Med Beds will be strictly controlled by the military for a period of time so that the technology cannot be abused. There will be no preference for status in society. Everyone will be treated fairly, and beds will be made available first to those in urgent need.

Country

When the Med beds are released, a nationwide hotline will be set up for people to schedule an appointment. The current public release date for the Med Beds will be sometime in the next few months of 2023.

Production

Med Beds are being copied using advanced technology, it is estimated that one thousand Med Beds can be produced per day for distribution.

Med beds are advanced medical technology: At first, Medical Beds will only be available to specific healing centers and will not be available for purchase for your own clinic or another home. Like all advanced medical technology, considerable training is required to use this technology safely. You also need to have a considerable amount of knowledge in biological and medical diseases and, for the uninitiated, will take at least 12-18 months of training.

Med Beds will be used only by trained medical professionals, while the clinics will be run by the military medical departments of the armed forces along with other medical personnel.

Those who will use the Med Bed as interns will only be required to work when invited. Then there will be courses and opportunities open to medical professionals.

A person cannot operate this medical technology without medical training. For example, if you have a patient who has heart failure or is seriously injured in a car accident, you need to know first aid and how to treat the patient before you step into the Med Bed. The specialist must know how to read some of the abnormalities detected in the Med Bed. Many people will not understand this HEALTH technology. This is not a technology that someone can simply press a button to operate.

Med Bed Centers

They will initially be in major centers scattered throughout each state and will not be available for purchase. As far as I know, your application will depend on your needs; the services are already available. There will be opportunities for other technologies in the meantime if they are needed. Everyone will be trained on all types of medical beds, as each facility will have a variety of Med Beds.

No training costs

The military will provide training. Initially, training is free. The type of training will be tailored to your personal experience. For example, an auxiliary nurse will need more training than a neurosurgeon.

Equipment

If you wish to open a center to have Med Beds, it must have six operating rooms and seven beds; two in one of the rooms must be extremely large. There will be a preoperative room and a recovery room. Both with about 30 beds each. In addition, the overnight accommodation will have about 27 rooms, each with four or more beds. You will also need about 15-20

mentors plus any other well-rounded staff. You also need support staff such as reception staff, canteen staff, cleaning staff, laundry staff, guards, etc. Doctors and technicians will operate the med beds.

In addition, you will need a staff of nurses to take care of patients before and after treatment in the Med Bed. It's a huge mission, so for quite some time, Med Beds will be controlled by the Military.

Every city will have numerous Med Beds capable of healing and repairing DNA along with curing all ailments. No more Cancer, Autism, Alzheimer, Fibromyalgia a condition that causes joint pain all over the body, sleep problems, fatigue, and often emotional and mental distress, and many other deficiencies.

The world is about to take a giant quantum leap into the revolutionary 'New Age' of healing technology systems that will become an integral part of transforming the way our traditional medical communities heal and remedy the masses with plasmatic use energies and healing frequencies.

I believe this settlement, which allows only a partial refund of premiums paid, with no services rendered and no ability to opt-out without losing all previously paid premiums, is unfair and a violation of the contract and trust of the members of the program. The attorneys are the only party who will be made whole by this settlement.

Stephanie J. Falgout
Stephanie J. Falgout

5/31/23
Date

Sources

<https://amg-news.com/med-beds-full-healing-with-quantum-healing-technologies-video/>
<https://amg-news.com/new-way-of-healing-med-bed-quantum-anti-gravity-concealed-technologies-replicators-perpetual-fountain-of-youth/>
<https://amg-news.com/med-beds-high-tech-medical-bed-technology-suppressed-by-deep-state-and-released-by-nesara-gesara-must-see-video/>
<https://amg-news.com/category/med-beds/>

S. Faland



Wedding v CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790



**PRIORI
MAIL**

Expected delivery date specified for domestic use.

Domestic shipments include \$100 of insurance (restrictions apply).*

USPS Tracking® service included for domestic and many international d

limited international insurance.**

When used internationally, a cus

Insurance does not cover certain items. Fo

Domestic Mail Manual at <http://pe.usps.com>

or International Mail Manual at <http://pe.usps.com>



FLAT RATE ENVELOPE

FLAT RATE ■ ANY WEIGHT

TRACKED ■ INSURED



EP14F July 2022
OD: 12 1/2 x 9 1/2

To schedule free Package Pickup,
scan the QR code.



USPS.COM/PICKUP

P

US POSTAGE AND FEES PAID
PRIORITY MAIL
May 31 2023
Mailed from ZIP 94550
PRIORITY MAIL
ZONE 4 FLAT - RATE ENV.
10101411
Commercial Plus Pricing



06280014949948

STAMPS
OFFICIAL

USPS PRIORITY MAIL

S Fainout

B907



Shipped using PostalMate
Pkg:165191

RETURN RECEIPT REQUESTED

SHIP TO:

**WEDDING V CALPERS
C/O EPIQ
PO BOX 6790
PORTLAND OR 97228 - 6790**

USPS CERTIFIED MAIL



9402 7112 0620 7086 9742 61



SEE NOTICE ON REVERSE regarding USPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes USPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited. 600 872 01

Glendale, California
01 June 2023

Wedding v CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

Subject: Objection to Proposed New Settlement

Reference: 1. NOTICE OF PROPOSED SECOND CLASS ACTION SETTLEMENT, From the Superior Court of California for the County of Los Angeles, pages 1 through 10, mailed APR 07 2023.

To whom it may concern:

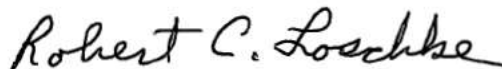
1. Case Name and Number: HOLLY WEDDING, ET AL V. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM, ET AL., Case NO. BC517444

2. Full Name of Objector: Robert Charles Loschke

3. LTC Policy Number: [REDACTED]

My objection to the proposed new settlement is that the estimated amount that CalPRS will be required to pay out to the class members is \$740 million (see Reference 1, Basic Information Item 7, page 6) and an additional \$80 million for attorney fees and expenses, Settlement Administration costs, and Service Awards for the named plaintiffs. This \$820 million will come from the assets of the LTC program and will jeopardize the ability of the program to pay the costs of ongoing and future claims of LTC policy holders.

A person buys a Long Term Care insurance policy so that he or she will not become a burden to their family if or when they are no longer able to care for themselves. Most buyers hope that they will not have to go into Long Term Care themselves, consequently, such a buyer does not expect to recover the cost of premiums for the Long Term Care policy that they have paid in over the years. In addition, there is always the risk of heart attack, stroke, or accident that could cause one's death long before any onset of dementia, ALS, or other debilitating diseases. In short, the rational buyer of a Long Term Care policy does so to mitigate risk and does not anticipate that the cost of the policy premiums will be fully or even partially recovered even if a claim for Long Term Care is made. I am such a person.



Robert C. Loschke

R.C. Loschke



PASADENA CA 913

JUN 01 11 51 PM '23

7022 2410 0001 4458 4877



RDC 99



97228

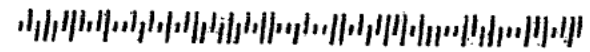
U.S. POST
FCM LETTER
PASADENA
91109
JUN 01 23
AMOUNT

\$4.

R2305K1376

To: Wedding v CALPERS c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

97228-679090



Glendale, California
01 June 2023

Wedding v CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

Subject: Objection to Proposed New Settlement

Reference: 1. NOTICE OF PROPOSED SECOND CLASS ACTION SETTLEMENT, From the Superior Court of California for the County of Los Angeles, pages 1 through 10, mailed APR 07 2023.

To whom it may concern:

1. Case Name and Number: HOLLY WEDDING, ET AL V. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM, ET AL., Case NO. BC517444

2. Full Name of Objector: Karen Rosalie Loschke

3. LTC Policy Number: [REDACTED]

My objection to the proposed new settlement is that the estimated amount that CalPRS will be required to pay out to the class members is \$740 million (see Reference 1, Basic Information Item 7, page 6) and an additional \$80 million for attorney fees and expenses, Settlement Administration costs, and Service Awards for the named plaintiffs. This \$820 million will come from the assets of the LTC program and will jeopardize the ability of the program to pay the costs of ongoing and future claims of LTC policy holders.

My Mother and Grand Mother were both afflicted with dementia in their seventies and both spent years in long term care. I know that there is a genetic component to dementia and that I may also become a patient in a Long Term Care facility. I am now over eighty years old and, so far, I have not yet exhibited any signs of the onset of dementia. Perhaps dementia does skip a generation but that is just a hope, not a certainty. Therefore, I very much want the CalPRS Long Term Care program to be financially strong to be able to provide the care that I may need in an uncertain future. Consequently, I object to the proposed settlement.



Karen R. Loschke

Karen R. Loschke



SAN FRANCISCO, CA 94133

JUN 01 2023 PM 3



7022 2410 0001 4458 4884

RDC 99



97228

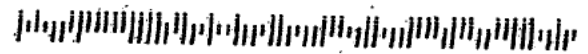
U.S. POSTAGE
FCM LETTER
PASADENA, CA
91109
JUN 01 23
AMOUNT

\$4.78

R2305K137674-7

Wedding V CalPERS c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

97228-679090



Frederick M. Turner
Estate of Kathryn B. Turner

June 2, 2023

Settlement Administrator
Wedding v CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

Case Name: Holly Wedding, Et al. v. California Public Employees Retirement System, Et al.
Case No: BC517444

CalPERS Policy Numbers [REDACTED] and [REDACTED]
Objecting Settlement Class Members full names:

Frederick M. Turner & Estate of Kathryn B. Turner

We do not intend to appear, nor do we have counsel. We are representing ourselves. We have concerns that the notices provided by the Class Counsel have not been sufficient to satisfy due process and thus doubt that Class Counsel is adequately representing the interests of the Class. Therefore, we object to the new settlement. Listed below are seven bases for our objections and one overarching objection that applies to all of them:

1. Class Counsel failed to provide sufficient information for Settlement Class Members to make informed decisions. A life-cycle cost estimate, with assumptions of mean and variations for average long term care needs and their costs, projected future increases in premiums, and the likelihood and actuarial nature of benefits likely to be accrued by Settlement Class Members would help us decide whether or not to keep the policies or request refunds.
2. Class Counsel failed to account for and include the present value of premiums paid to account for the time value of investments earned by the premiums over the life of the policies. As a result, the losses proposed to be incurred by Class Members are far greater than purported by Class Counsel.
3. Class Counsel failed to provide Settlement Class Members detailed financial justifications to demonstrate why only 80% of total premiums is proposed for a refund or why only \$1,000 is proposed to be given to those members who opt to retain their policies. In addition, Class Counsel should provide Settlement Class Members a range of options since the current options are not necessarily in the best interests of Settlement Class Members.
4. Class Counsel failed to disclose to Settlement Class Members how Class Counsel is expecting to be paid and their current and anticipated future legal costs. Thus, Settlement Class Members are currently unable to evaluate if they are receiving insufficient, fair or excessive services from the Class Counsel.

5. Letter(s) from Plaintiffs and Class Counsel Regarding New Settlement (herein referred to "Letter") that was submitted to Settlement Class Members by Class Counsel is undated, excessive in length, totaling 44 pages, repeatedly resent without clarification as to what the differences are, if any, of the several sent versions. Letters are poorly worded using inconsistent, paraphrased terms that can obfuscate intent, and are inadequately summarized in plain English so that Class Members who are not professionally trained as lawyers can comprehend them. Class Counsel has ineffectively advised Settlement Class Members to read and reread multiple versions of seemingly similar, length letters without being provided a clear understanding why there are so many copies and different versions.

Class Counsel has failed to provide consistent terms and adequate references that can be readily understood by Settlement Class Members. Letters refer to "Election Form" yet the Class Counsel's online site CalPERSLTCCClassAction.com appears to use the terms "Benefits on line" and "Claim Form." Letter requires Class Members to hunt for obscure terms like Case Name and Case Number that occur on other pages from where they are referenced.

New Settlement Letters sent to deceased Settlement Class Members should have been addressed to the "Estate of" each deceased member. This insensitive practice by Class Counsel has added undue confusion, pain and suffering for executors and surviving members of Estates.

6. Class Counsel demanded that Settlement Class Members maintain possession of an obscure confirmation code upon voting, but Class Counsel provided no clear method as to how that can be accomplished by Class Members. The webpage upon which such confirmation codes are generated should include the name of the Settlement Class Member on them but did not. Class Counsel failed to specify why this confirmation code must be kept or for how long.
7. Class Counsel elected to not respond to an email sent May 16th, 2023 attached.

In closing, Class Counsel appears to have failed to satisfy due process to adequately represent the Class. Class Counsel has not acted responsibly to communicate with Class members, to compose effective, concise, and comprehensible letters or provide other decision resources with thoughtfulness and respect. These actions and inaction have caused inappropriate misdirections that have confused and frustrated Settlement Class Members. The combined effects of these poor practices are unprofessional, inconsiderate, and disconcertingly tantamount to forms of elder abuse.

Sincerely,



Frederick M. Turner &
The Estate of Kathryn B. Turner

Email From: Fred Turner [REDACTED]
Sent by Google on May 16, 2023 at 1:27 pm
Title: Questions re Wedding V CalPERS
To: [REDACTED]

1. Can Class Counsel demonstrate that they have adequately represented the needs of Settlement Class Members?
2. How much will the Class Counsel likely receive in the proposed settlement? Please explain why the Settlement Class Members have not been informed about the methods or amounts that Class Counsel will be reimbursed.
3. Why were the letters from Plaintiff and Class Counsel Regarding New Settlement not dated and sent repeatedly without explanations regarding the differences of each version, if any?
4. How can Settlement Class Members make informed decisions in the absence of estimates of the mean and variability of potential future premium increases and life-cycle cost comparisons of proposed options?
5. Can Class Counsel please provide its justification for the \$1000 amount and the 80% of premiums paid amount as well as a summary of other options considered and reasons why those other options were not proposed or presented to the Settlement Class Members?
6. Can Class Counsel account for the present value of premiums paid to account for the time value of money over the lives of the policies of settlement class members? How much investment income has been earned by the plaintiffs?
7. Can Class Counsel justify why it chose to use inconsistent terms such as "Election Form", Claim Form" and "Benefits on Line"? How have these inconsistencies effectively served the needs of Settlement Class Members?
8. Why has Class Counsel not addressed the survivors of deceased Settlement Class Members, since in some cases, the estates of such deceased no longer legally exist?
9. Has Class Counsel inadvertently added to pain and suffering of the survivors of deceased Settlement Class Members by the methods it chose to communicate?
10. Is Class Counsel confident that Settlement Class Members, who generally lack professional education or legal backgrounds, have been effectively informed with communication that relies on plain, non-technical English that does not result in failures to provide due process, insufficient information to make informed decisions, or impose undue burdens and confusion upon Settlement Class Members?

Frederick M. Turner

Estate of Kathryn D. Turner [REDACTED]

FROM

Mr. Fred Turner

SACRAMENTO CA 957

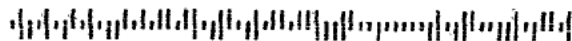
2 JUN 2023 PM 4 L



To

Settlement Administrator
Wedding v CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

97228-679090



Date: June 1, 2023

To: The Honorable Judge William Highberger - LA Superior Court

From: Marlene Anne Mendes - Cal Pers LTC Policy #  

Re: Holly Wedding et al. vs. California Public Employees' Retirement System et al., Case # BC517444 - Proposed Settlement

Dear Judge Highberger,

I am objecting to a portion of the CalPers LTC proposed settlement. I signed up with CalPers LTC Comprehensive Plan with Inflation Protection on June 29, 2001. For 22 years I have faithfully paid my monthly payment keeping my end of the contract even when they did not keep theirs and raised premiums beyond what the contract stated and frankly, what I could afford. I find it disingenuous that this new settlement does not even have a cap on how much and how often CalPers LTC can raise my premium if I stay with them.

I am requesting the New Settlement have no more than a 3% cap per YEAR on what the premiums can be raised for the Class Members in this settlement since we have already paid way beyond \$1000.00 in premium increases over the past several months and years. If CalPers LTC has new members join, they can have a different plan and premium agreement for them, but we (Class Members) do not deserve to have our premiums increased with no guard rails.

I appreciate your consideration to this small request and look forward to it being added to the New Settlement.

I intend to appear remotely at the Final Fairness Hearing on July 26, 2023. I am not represented by independent counsel.

Marlene A. Mendes

usa forever

Wedding v. Calpers
P.O. Box 6790
Portland, OR

97228-6790

972286790 8913



SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
DEPARTMENT 10

WEDDING ET AL., Plaintiffs)	
)	Case Number BC517444
v.)	
)	Objection to Proposed
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT)	Settlement
SYSTEM, et al., Defendants)	
)	Schedule for Hearing July 26, 2023
<hr/>		

Names of the Objecting Parties and their Settlement Class Member LTC Policy Numbers:

William M. Chamberlain
Retired Chief Counsel, California Energy Commission
CalPERS LTC Policy Number [REDACTED]
Roseanne Chamberlain
CalPERS LTC Policy Number [REDACTED]

Basis for the Objection:

Introduction and Summary

We have been LTC Insurance policyholders since 1997. We object to the Proposed Settlement (and indeed to this entire litigation), which threatens to destroy a program in which CalPERS offers vital insurance to its members and their defined relatives, against severe economic risks of diminished capacity due to age or injury. Plaintiffs contend that CalPERS cannot raise LTC premiums, and the Proposed Settlement implicitly agrees with that contention and thus would reward Plaintiffs and their attorneys for making it. But the language of the LTC program expressly allows CalPERS to raise premiums. Thus Plaintiffs are wrong, and the Settlement should be rejected.

In addition to objecting to the substance of the Proposed Settlement – whereby CalPERS would refund premiums or otherwise compensate current and past LTC members -- we also object to the proposed award of up to \$80 million to Plaintiffs' attorneys. This litigation has none of the features of class actions that can make attorney fee awards appropriate.

CalPERS Has the Right To Raise Premiums

This litigation "alleges that the 85% premium increase that CalPERS announced in February 2013, and implemented in 2015-2016, was not permitted under the terms of the Long-Term Care ("LTC") Insurance contracts between CalPERS and Class Members." [Letter From Plaintiffs

and Class Counsel Regarding New Settlement (hereafter Class Counsel Letter), page 1.] Thus this litigation argues that CalPERS breached its contract with Policyholders when it offered a feature it called “automatic inflation protection benefits” and then later raised premiums. Yet the Long-Term Care Program Evidence of Coverage, which we received in 1997 when we entered the Program, expressly preserves, on the very first page, CalPERS’s right to raise premiums:

We cannot cancel or refuse to renew Your coverage until benefits have been exhausted as long as You pay premiums on time. Your premiums will never increase *due solely to a change in Your age or health*. CalPERS can, however, change Your premiums, but only if We change the premium schedule on an issue-age basis for all similar coverage issued in Your state on the same form as this coverage. We must give You at least 60 days written notice before We change Your premiums. The premium for any increases in coverage which You voluntarily elect will be based on Your age at the time You elect the increase.

[California PERS Long-Term Care Program Evidence of Coverage, Comprehensive Plan, PR-LTC-0197, pp. 1-2] (bold in original removed; italics added). To the best of our knowledge, every time that CalPERS has increased premiums, it has done so in accordance with its obligations under the contract – that is, “on an issue-age basis for all similar coverage issued in [policyholders’ states] on the same form as [the LTC] coverage.” Thus the entire premise of this litigation – that CalPERS had no authority to raise premiums – is in error.

Plaintiffs seem to believe that CalPERS breached its contractual obligations to Policyholders when it offered “automatic inflation protection benefits” and then later raised premiums. But the automatic inflation protection benefits option protects against inflation in long-term-care facility and labor costs, not against increases in premiums. Implementing this obvious and only function, the automatic inflation protection feature has indeed automatically increased maximum potential *benefits* by about 5 percent each year. (CalPERS was able to provide this benefit for a number of years without increasing premiums, but premium increases became necessary in 2003 and in 2013. This litigation commenced after the 2013 premium increase.)

Plaintiffs err not only legally, but also as a matter of fiduciary financial prudence. As Plaintiffs’ counsel notes:

[T]he CalPERS LTC Program was set up as a “closed fund.” This means that there are only two sources of revenue for the Program: The premiums paid by policyholders and the earnings generated from investments made by the Program.

[Class Counsel Letter, top of page 3.] Since CalPERS cannot control the performance of its investments, its ability to meet its obligations to policyholders as they qualify for promised benefits is necessarily dependent upon its ability to adjust premiums as conditions change – if, for example, Program asset values decline, there are increases the number of claimants who

qualify for benefits, or the average time during which benefits are due changes. In order for CalPERS to meet its fiduciary obligation to policyholders – that is, to provide them with the benefits that they contracted for – CalPERS *must* retain the ability to raise all premiums on a fair basis when it determines an increase is necessary to ensure that all Policyholders who continue to pay premiums can be paid benefits when and if they qualify for them under the terms of the contract during the remaining course of their lives. Yet the entire premise of this litigation, and thus of the Proposed Settlement, is that CalPERS cannot do so.

Moreover, the Proposed Settlement itself would severely threaten CalPERS's ability to meet its obligations to LTC Policyholders. The Settlement could result in CalPERS providing hundreds of millions of dollars, *from Program funds*, to Policyholders who choose to cancel their coverage. Thus CalPERS may need to increase premiums again in order to remain capable of meeting its obligations to the remaining Policyholders – to be followed by more litigation, perhaps, more refunds, and on and on. CalPERS should not embark on such a death spiral, and the court should not approve a settlement that pushes CalPERS in that direction.

Every dollar that is taken out of the Program, in order to refund 80 percent of premiums to Policyholders who give up their policies, and even to Policyholders who have died or let their policies lapse, makes it more likely that the Policyholders who remain will need to pay more in the future or may simply become unable to pay future premiums, thus losing their coverage after paying for it for much of their life. This is completely unfair to those who simply want to keep their coverage, and the \$1000 payment the Proposed Settlement offers these class members does not, and cannot, fairly compensate those Policyholders for the potential unsustainability of the Program that remains.

The Proposed Settlement appears to be based on the wholly wrong idea that everyone who bought LTC policies is entitled to some form of monetary benefit *at this time*. But every LTC Policyholder has already been provided the peace of mind that their policies have provided throughout the time they paid premiums; in addition, many of those who continue to pay premiums will in fact receive the benefits of long-term care paid for by the Program – if the Program is not rendered so financially untenable by the Proposed Settlement that benefits will have to be reduced or premiums priced so high that many Policyholders will be unable to continue. Simply put, there is no guarantee that an insurance policy entitles the purchaser to benefits no matter what happens; in fact, everyone who buys these policies hopes that they'll never have to use their insurance. Moreover, as we recall, statistically only about 1 in 7 policyholders ever get to the point of qualifying for benefits, and those who do seldom need them for long. This is entirely in keeping with the fundamental principle that insurance provides concrete financial benefits only if they are needed, and that insurance policy holders hope that they never actually do need the benefits—other than the peace of mind that they constantly have as a result of simply having an insurance policy. The settlement proposal would distribute vital program funds mainly to people who might never qualify for the benefits the policies are supposed to provide. Indeed, it seems likely that the original Program was able to offer coverage at relatively low premiums based on the actuarial assumption that some Policyholders would die without ever qualifying for benefits, would let their policies lapse, or

would reduce or eliminate their coverage when they retired and were able to self-insure. Plaintiffs here want to have their cake and eat it too, but this Court should not require CalPERS to feed them at the expense of other Policyholders.

The Proposed Settlement also seems based on the idea that CalPERS deserves to be punished for any misunderstanding Plaintiffs may have had about “automatic inflation protection benefits” applying to premiums, even when that phrase obviously means something quite different, and could not, as Plaintiffs’ counsel has acknowledged, mean that CalPERS has no ability to raise premiums when necessary to keep the Program sustainable. The Proposed Settlement, if approved, would not punish CalPERS, but it would punish those who just want the Program to continue – because the Settlement proposes to pay out most of the Program assets to the Plaintiffs’ attorneys and anyone who asks for an 80 percent refund, leaving Policyholders who want to keep their coverage last in line.

Attorneys’ Fees Are Not Justified

We also object to the provision of the Proposed Settlement that would award up to \$80 million of the Program’s assets to Plaintiffs’ attorneys. Class actions are appropriate when large numbers of people are similarly injured and where there is a culpable defendant who is capable of making plaintiffs whole, yet it is difficult for individual injured plaintiffs to bear the costs of seeking redress. Courts sometimes award attorneys’ fees to attorneys who successfully represent such clients when a court finds that the litigation has advanced the cause of justice. In this case, however, there is no villain who should be made to pay for its misdeeds. CalPERS has not acted wrongfully, and the LTC Program produces no profit to CalPERS or to any of the state employees who administer the Program. Unfortunately, if the Program does ultimately fail to provide the benefits that CalPERS is contractually obligated to provide (in contrast to the fantasy benefits sought by Plaintiffs here), that failure will likely have been caused by this litigation.

Plaintiffs’ attorneys have not advanced the cause of justice. Indeed, they have not even achieved fairness for their clients because, as the Settlement correspondence explains, this case divides Policyholders into multiple groups, which the Proposed Settlement would pit against one another as they all compete in an effort to salvage something from the wreckage of a unique and valuable Program. Plaintiffs’ counsel convinced their clients that CalPERS promised something that was impossible — and, indeed, that the words “CalPERS *can* . . . change Your premium” (italics added, bold omitted) actually mean that CalPERS *cannot* do so, even when its ability to pay benefits is threatened. Litigation is expensive, and this litigation has been a burden to the Program for nearly a decade. It should end now, and the attorneys who caused it to happen should not be rewarded by being put at the front of the line for distribution of Program assets.

The Court is faced with a grim task—to try to achieve fairness at the end of litigation that has already done so much damage to the CalPERS LTC Program that many Policyholders, who would like to keep their coverage notwithstanding the fact that premiums have gone up, will likely

choose option 1 and surrender their policies. Every dollar that is refunded, or paid to Plaintiffs' attorneys, would both fail to adequately compensate Policyholders for the destruction of the Program, as well as subject those who seek to keep their coverage to an increased risk of having to pay still higher premiums in the future. The best thing the Court could do would be to reject the Proposed Settlement and grant summary judgment to CalPERS, making it clear that this breach of contract claim is without merit. If the Court, nevertheless, is inclined to allow the Proposed Settlement to provide refunds to those who want to exit the program, so that CalPERS can proceed to administer a smaller Program, the Court should at least rule that Plaintiffs' counsel shall not be awarded attorneys' fees from Program assets.

Conclusion

We file this objection without compensation of any kind from CalPERS or other CalPERS LTC Policyholders. Our only interest is in maximizing the chance that the Program we have been paying into for a generation will continue, while minimizing the need to increase premiums in the future. We will elect Option 2, by failing to elect Option 1 or to exclude ourselves from the Class, in an effort to keep our LTC coverage.

Option to Appear at the "Final Approval Hearing" on July 26, 2023:

These objecting parties do not plan to appear for this hearing or seek time to address the court orally, but if the court has questions about this objection, we could be available by electronic means, such as Zoom or Blue Jeans, to respond to those questions.

Respectfully submitted,


William M. Chamberlain


Roseanne Chamberlain

C

William M. Chamberlain

SACRAMENTO CA 957

1 JUN 2023 PM 2 L



WEDDING v. CALPERS

9/0 EPIC

P.O. BOX 6790

PORTLAND, OR 97228-6790

97228-679090



060523

Calpers# [REDACTED]

Wedding v. Calpers

% EPIG

P.O. Box 6790

Portland, Oregon 97228-6790

✓ Gretchen M. Nelson, Esq.
601 So. Figueroa, Ste 2050
Los Angeles, CA 90017

Nelson & Fraenkel, LLP

Dear Sirs:

I, as well as my husband
(Jack E. Lauderdale) have received
your notes on the status of
the class action matter re:
Wedding and Calpers.

Page 1111

We appreciate the update. This is not the first time I've written and although I have some understanding of this matter we (and probably others) cannot fully understand or believe that the plan for LTC that we bought 17 to 18 years ago is not nor has not be changed with these huge \$ increases in rapid succession. The literature stated that our plan would not increase, had a 5% inflation protection and was offered for life! We believed

Page three

them. I think it was excited that the courts ruled in Calpers favor by saying they had the right to "increase" or "particular gap" along with the other participants!

Did Calpers increase all other LTC members those high %'s?

I understood year 2021 or 2022 they "recalculated" their projection which lowered the projected return on their investment to far then

Page Four

Support one of the huge % LTC increase. They paid a reputable actuarial firm for the 1st projection. What prompted a "second," which just happen to favor Calpers? And the question would be, "What was the actual figure... was it a match for the first actuarial figure or the "adjusted one"? I do remember looking at one of Calpers end of year statements, showing them operating in the black.... we did not get any adjustment on

Page Five

the increased amount levied that
year. If Calpers advertised and promised
not to raise and guaranteed it, why
are they raising every year such high
amounts? They should feel guilty.
We believed them. We believed what
they said. We have participated
in LTC since they offered it. It
was \$, we dedicated to our LTC
and our future care as we got
older, less income and our medical
conditions changed.

Page Six

We have never used car plan.

We are older now and much closer

to having to use it... but we are

suffering under this huge cost!!

The bulk of us. For a plan that

started out just under \$⁰⁰ a

month is now costing us nearly

\$2,000 a month. We have less and

less to live on because of this

huge bill that has no "end" of

continuing to rise.

Page Seven

I am glad you are near settlement. I do not want Calpers to go defunct. But, the settlement does no good things for me, my husband and any others who purchased "Lifetime". You could say we were the ones who made Calpers stable and sufficient for years... those people who tried to plan well for old age. We feel liked we are/have been kicked to the curb. Not many other investors would talk us at this age...

Page Eight

or if cost would match or
exceed what we pay now.

According to your take sheet,
we are in group A "1,000.00 and
Keep your plan with a promise
not to raise it until after
Nov 2004!

This is not helpful for me or
my group; but a clear advantage
for Calpers! One does not have
to be a rocket scientist to know
a fixed Nov 2004, Calpers will
continue these huge % increases

Deje Niño

to further discourage our participation... which goes back to an original concept "that our group was targeted" in the first place.

The \$1,000 offering will cover one

month's premium for me... nothing else. My husband's premium is way higher than mine!

Alexa Nav 2024, what do you think Calpers is going to do?... high and higher increases for this lifetime group... which gets back to our group being penalized for

Page 10

honoring our bargain, being good-paying participants (never used the program yet). We are suffering. The anticipation for us is real and stressful. Why is Calpers treating us this way.

All those monies they "saved" to fight this law suit could have been used to offset these huge increases.

It was Calpers who studied the LTC market, developed/designed and marketed this plan. They

Page Eleven

told the public it was good and made "written, verbal" promises to us.

I feel that Calpers misrepresented the facts of this program, now intends to continue to penalize/blame its participants

as we are getting older and may have need to use what we have paid for ... for YEARS!


I am sick. I was hoping for a "realistic" roll-back of premiums for our gap (never used) which would be a fairer result for us. Calpers

Page twelve

period the actual firms, paying
their lawyers, paid off all those bad
executives (some who lied, cheated
and committed crimes of fraud). . .
but for us . . . they hurt and are
harming this elderly population!

Just a Calpers Member

M. Landers

P.S. That \$  needs to
be checked. I've been a member
for over 20 yrs . . . it does not
match up. I could not get that
calling in to work!!

May 28th, 2023

my # [REDACTED]
wedding v Cal PERS
Case tracking # 25349

To Everyone This My Concern,

We know the constitution of our country is the backbone of our Nation. One reoccurring theme is /has always been, /will always be, " Equal Under The Law", for EVERYONE !

After research on CalPERS Long Term Care Program, it has been noted that the entire program began without Controllers. This was illegal from the start. The policies were never regulated as designated by state law, making the beginning itself illegal, under the law and guidelines of the state of California. Eventually cracks began to form, and as they became more obvious, these flaws could no longer be hidden. At this point, and much finger pointing, a bandaid approach began, and the policies/contracts were altered. This was , and is, illegal, under the Constitution under the laws of our country and the State of California, and -under the guidelines of the original policies. The policies signed and paid for stated they would never be changed. That's what we signed and paid for! How can it be that when I purchased this legal policy/document, signed my legal name, paid premiums in good faith, expecting CalPERS Long Term care and the state of California to honor the given policy/ document, and, am legally bound by my legal signature? However when CalPERS Long Term Care representatives sign CalPERS legal name on this same policy/ document they were not bound by their signature? This company/ corporation is able to illegally change/alter the contractual policy/ document, repeatedly, in every way? Against the declaratives written in our policies. Now we have a major legal problem.....we are told that if 70% of the policy holders choose the buy- out , therefore the 30% left will be able to safely continue with their policies. Also, the 70% should be pleased they receive anything. Other insurance companies have gone under and their policy holders received nothing.....So while 70% of the policy holders walk away, (happy...?) , the remaining 30% policy holders will remain safe with their policies, and CalPERS Long Term Care Program has a chance of becoming solvent.....maybe. This is not equal under the law! Who could these 30% be? Well, for one, they must be financially able to pay the illegal increases in their policies. Increases our policies stated would NEVER happen. Or, two, they have already begun drawing against their policies, called "On Claim". Consider this, I am a retired, single, school teacher. I taught for over 40 years. This policy was to be security for my future. Many years ago I was pleased to sign my name on this state generated, authorized, supposedly legal document, to secure my retirement years. I cannot afford the continual \$\$ increases, of which my policy stated would NEVER increase. At 76 years of age,

and in sufficient health to not be "On Claim", I will loose everything I was promised and paid for. I, and many others will never be able to duplicate this policy. We loose everything, so 30% can maintain their policies and remain "On Claim". I think NOT!!!! This action devised by Lawyers and CalPERS is not legal, and our Constitution states it is not legal, nor equal, under the law. How could it be legal? Under the law of our Constitution, no group of lawyers or Judges can change Constitutional Law, based on their background, personal interpretation, politics or influences? Our Constitution was never meant to be fluid, or to be used for any personal gain or reputation. In fact the Constitution states that any interpretation that tries to alter or change the meaning of the Constitution is illegal.

My Solution.....

A) CalPERS Long Term Care Program is broken, Completely.....and we all know it....

B) Everything...funds, tangible items, intangible items, office space, furniture,, salaries, EVERYTHING must be liquidated.

C) All these and any other funds are to be overseen and regulated and monitored by the state of Calif. State Controllers.

D) Any expenses that should be paid, based on guidelines and statements given by lawyers at the beginning of this fiasco, are paid....Monitored by Calif. State Controllers.

E) Then remaining funds are Equally divided among All policy holders.....based on a formula, including number of years holding their policy and amount of money invested....per individual....equally!

F) Only one exception. Those "on Claim" If they have drawn more on their policies than they have paid, they will never pay the difference, EVER. For them, there would be no refund....They will be thankful to have had this safety net when it was needed, and with the rest of us, sorry they are involved in this scam.

G) Always remember, 70% can never be expected to cancel their policies, lose everything for a few dollars, to ensure

coverage for 30%...for life, It began illegally and it remains illegal.

This CPERS Long Term Care system has been....Is "BROKEN"This Game is OVER!!!!!!

Sincerely Carol Smith-Dupree, *Carol Smith - Dupree*

P.S. 70% paying for 30% feels like me giving to a tax exempt charity....but it's not, I get to choose which charity I

decide to support...and then when I give funds, they are tax deductible. Not so with this mess.

P.S, I paid taxes on the money I earned to pay my Long Term Care Program Policy premiums. Now I'll pay taxes of any

funds returned to me. Go figure?

May 28th, 2023

my # [REDACTED]
Wedding v CalPERS
Case/Tracking # 25349

To Everyone This My Concern,

We know the constitution of our country is the backbone of our Nation. One reoccurring theme is /has always been, /will always be, " Equal Under The Law", for EVERYONE !

After research on CalPERS Long Term Care Program, it has been noted that the entire program began without

Controllers. This was illegal from the start. The policies were never regulated as designated by state law, making the

beginning itself illegal, under the law and guidelines of the state of California. Eventually cracks began to form,

and as they became more obvious, these flaws could no longer be hidden. At this point, and much finger pointing, a bandaid approach began, and the policies/contracts were altered. This was , and is, illegal, under the

Constitution under the laws of our country and the State of California, and - under the guidelines of the original policies.

The policies signed and paid for stated they would never be changed. That's what we signed and paid for!

How can it be that when I purchased this legal policy/document, signed my legal name, paid premiums in good

faith, expecting CalPERS Long Term care and the state of California to honor the given policy/ document, and, am legally

bound by my legal signature?

However when CalPERS Long Term Care representatives sign CalPERS legal name on this same policy/ document

they were not bound by their signature? This company/ corporation is able to illegally change/alter the contractual

policy/ document, repeatedly, in every way? Against the declaratives written in our policies.

Now we have a major legal problem.....we are told that if 70% of the policy holders choose the buy- out , therefore

the 30% left will be ale to safely continue with their policies. Also, the 70% should be pleased they receive anything.

Other insurance companies have gone under and their policy holders received nothing.....So while 70% of the policy

holders walk away, (happy...?) , the remaining 30% policy holders will remain safe with their policies, and CalPERS

Long Term Care Program has a chance of becoming solvent.....maybe. This is not equal under the law!

Who could these 30% be? Well, for one, they must be financially able to pay the illegal

increases in their policies. Increases our policies stated would NEVER happen. Or, two, they have already begun

drawing against their policies, called "On Claim".

Consider this, I am a retired, single, school teacher. I taught for over 40 years. This policy was to be security for

my future. Many yers ago I was pleased to sign my name on this state generated, authorized, supposedly legal document,

to secure my retirement years. I cannot afford the continual \$\$ increases, of which my policy stated would NEVER increase.

At 76 years of age, and in sufficient health to not be "On Claim", I will loose everything I was promised and paid for. I, and

many others will never be able to duplicate this policy. We loose everything, so 30% can maintain their policies and remain

"On Claim". I think NOT!!!!!! This action devised by Lawyers and CalPERS is not legal, and our Constitution states it is not legal, nor equal, under the law.

How could it be legal? Under the law of our Constitution, no group of lawyers or Judges can change

Constitutional Law, based on their background, personal interpretation, politics or influences? Our Constitution

was never meant to be fluid, or to be used for any personal gain or reputation. In fact the Constitution states that any

interpretation that tries to alter or change the meaning of the Constitution is illegal.

My Solution.....

A) CalPERS Long Term Care Program is broken, Completely.....and we all know it....

B) Everything...funds, tangible items, intangible items, office space, furniture,, salaries, EVERYTHING must be liquidated.

C) All these and any other funds are to be overseen and regulated

and monitored by the state of Calif. State Controllers.

D) Any expenses that should be paid, based on guidelines and statements given by lawyers at the beginning

of this fiasco, are paid....Monitored by Calif. State Controllers.

E) Then remaining funds are Equally divided among All policy holders.....based on a formula, including number of years

holding their policy and amount of money invested....per individual....equally!

F) Only one exception..Those "on Claim" If they have drawn more on their policies than they have paid, they will never

pay the difference, EVER. For them, there would be no refund....They will be thankful to have had this safety net when

it was needed, and with the rest of us, sorry they are involved in this scam.

G) Always remember, 70% can never be expected to cancel their policies, lose everything for a few dollars, to ensure

coverage for 30%...for life, It began illegally and it remains illegal.

This CPERS Long Term Care system has been....Is "BROKEN"This Game is OVER!!!!!!!

Sincerely Carol Smith-Dupree

P.S. 70% paying for 30% feels like me giving to a tax exempt charity....but it's not, I get to choose which charity I

decide to support...and then when I give funds, they are tax deductible. Not so with this mess.

P.S, I paid taxes on the money I earned to pay my Long Term Care Program Policy premiums. Now I'll pay taxes of any

funds returned to me. Go figure?

May 28th, 2023 My # [REDACTED]

To Everyone This My Concern,

*wedding v CalPERS
Case/tracking # 25349*

We know the constitution of our country is the backbone of our Nation. One reoccurring theme is /has always been, /will always be, " Equal Under The Law", for EVERYONE !

After research on CalPERS Long Term Care Program, it has been noted that the entire program began without Controllers. This was illegal from the start. The policies were never regulated as designated by state law, making the beginning itself illegal, under the law and guidelines of the state of California. Eventually cracks began to form, and as they became more obvious, these flaws could no longer be hidden. At this point, and much finger pointing, a bandaid approach began, and the policies/contracts were altered. This was , and is, illegal, under the Constitution under the laws of our country and the State of California, and under the guidelines of the original policies. The policies signed and paid for stated they would never be changed. That's what we signed and paid for! How can it be that when I purchased this legal policy/document, signed my legal name, paid premiums in good faith, expecting CalPERS Long Term care and the state of California to honor the given policy/ document, and, am legally bound by my legal signature? However when CalPERS Long Term Care representatives sign CalPERS legal name on this same policy/ document they were not bound by their signature? This company/ corporation is able to illegally change/alter the contractual policy/ document, repeatedly, in every way? Against the declaratives written in our policies. Now we have a major legal problem.....we are told that if 70% of the policy holders choose the buy- out , therefore the 30% left will be able to safely continue with their policies. Also, the 70% should be pleased they receive anything. Other insurance companies have gone under and their policy holders received nothing.....So while 70% of the policy holders walk away, (happy...?) , the remaining 30% policy holders will remain safe with their policies, and CalPERS Long Term Care Program has a chance of becoming solvent.....maybe. This is not equal under the law! Who could these 30% be? Well, for one, they must be financially able to pay the illegal increases in their policies. Increases our policies stated would NEVER happen. Or, two, they have already begun drawing against their policies, called "On Claim". Consider this, I am a retired, single, school teacher. I taught for over 40 years. This policy was to be security for my future. Many years ago I was pleased to sign my name on this state generated, authorized, supposedly legal document, to secure my retirement years. I cannot afford the continual \$\$ increases, of which my policy stated would NEVER increase. At 76 years of age,

and in sufficient health to not be "On Claim", I will loose everything I was promised and paid for. I, and many others will never be able to duplicate this policy. We loose everything, so 30% can maintain their policies and remain "On Claim". I think NOT!!!!!! This action devised by Lawyers and CalPERS is not legal, and our Constitution states it is not legal, nor equal, under the law. How could it be legal? Under the law of our Constitution, no group of lawyers or Judges can change Constitutional Law, based on their background, personal interpretation, politics or influences? Our Constitution was never meant to be fluid, or to be used for any personal gain or reputation. In fact the Constitution states that any interpretation that tries to alter or change the meaning of the Constitution is illegal.

My Solution.....

A) CalPERS Long Term Care Program is broken, Completely.....and we all know it....

B) Everything...funds, tangible items, intangible items, office space, furniture,, salaries, EVERYTHING must be liquidated.

C) All these and any other funds are to be overseen and regulated and monitored by the state of Calif. State Controllers.

D) Any expenses that should be paid, based on guidelines and statements given by lawyers at the beginning of this fiasco, are paid....Monitored by Calif. State Controllers.

E) Then remaining funds are Equally divided among All policy holders.....based on a formula, including number of years holding their policy and amount of money invested....per individual....equally!

F) Only one exception. Those "on Claim" If they have drawn more on their policies than they have paid, they will never pay the difference, EVER. For them, there would be no refund....They will be thankful to have had this safety net when it was needed, and with the rest of us, sorry they are involved in this scam.

G) Always remember, 70% can never be expected to cancel their policies, lose everything for a few dollars, to ensure

coverage for 30%...for life, It began illegally and it remains illegal.

This CPERS Long Term Care system has been....Is "BROKEN"This Game is OVER!!!!!!!

Sincerely Carol Smith-Dupree, *Carol Smith-Dupree*

P.S. 70% paying for 30% feels like me giving to a tax exempt charity....but it's not, I get to choose which charity I

decide to support...and then when I give funds, they are tax deductible. Not so with this mess.

P.S, I paid taxes on the money I earned to pay my Long Term Care Program Policy premiums. Now I'll pay taxes of any

funds returned to me. Go figure?

7022 3330 0002 0932 7250



RDC 99



97228

U.S. POSTAGE PAID
FCM LG ENV
LODI, CA
95240
MAY 30, 23
AMOUNT

\$9.48

R2305E125309-10

Wedding v Cal PERS
c/o Epic

P.O. Box 6790

Portland, Or.

97228-6790

June 9, 2023

Dear Sirs

I object to the proposed
settlement

Case

Wedding v CalPers

c/o Epig

P.O. Box 6790

Portland, Or 97228-679

① ~~Holly Wedding et al v California Public Employees Retirement System et al case # BC 517444~~

2. Pamela M. Young (C79ACDEC04)

3 Cal Pers Policy number [REDACTED]

4 The basis of my objection - I am 75 years old - have diabetes and other ailments. Who would let me have another policy? I ~~can~~ want to keep what I have!!

5. I will not appear at hearing.
Sincerely Pamela Young

Pamela Young



64



Wedding v CalPERS

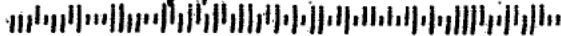
c/o Epiq

P.O. Box 6790

Portland, OR

97228-6790

97228-679090



Presiding Judge. Dept 10
Superior Court, Los Angeles
Hearing: July 25, 2023,

May 20, 2023

LTC Enrollees Charles & Carol Salinas

Charles A Salinas # [REDACTED]

Carol G Salinas # [REDACTED]

[REDACTED]

RE: Wedding v CALPERS Case# BC517444: SETTLEMENT OBJECTION

For 10 years, CALPERS defied your authority over its excessive premiums by issuing subsequent increases (52% in 2021 and 25% in 2023) and bogus settlement offers CALPERS abandons at will.

Further, in 2020, CALPERS shut off new enrollee revenues, which undermined LTC financial stability contributing to the 2021 and 2023 premium Increases.

While finalizing this case, use your discretionary authority to examine our New individual direct 2003 contract evidence not previously admitted as We are classmembers, not Class representatives.

Our enrollment contract terms and confirmation (attached) specified on p23^{1A} That the 5% annual benefit adjustments would NOT incur premium Increases yet premiums have increased 85% (2012); 52% (2021) & Another 25% (2023) in violation of this specific clause.

We now 76, RETIRING EARLY 20 years ago at REDUCED rates In reliance On CALPERS staff representations that CALPERS Long Term Care policies Would cover 1/2 cost of 3years long Term Care with minor benefit adjustments.

Our annual 2% retirement adjustments won't cover CALPERS Excessive Premium increases, forcing us to REDUCE, not increase benefits to afford ANY LTC premium.

So we now have 2, not 3 years of 1/2 LTC coverage..and premiums have Essentially doubled for only 2/3 total promised coverage. Bad Faith.

CALPERS LTC argues how increased re-insurance costs require higher Premiums when CALPERS, under legislative authority, authorized, Promoted and underwrote LTC. CALPERS actually REDUCED its own costs by encouraging early retirements with lower pension Payments.

The State/CALPERS , having benefitted from its own "ill gotten gain" scheme to reduce its Pension outlays, should by extension, guarantee/re-insure LTC as it does Pension costs that were materially reduced by early retirements.

\$80M settlement payout to litigants is excessive which CALPERS will use to Extract even HIGHER premium increases after the promised freeze period.

Your package did not specify how 80% refunds; \$1000 payouts To remaining enrollees and \$80 M settlement fees to litigants will:

1. Protect the insurance fund and
2. Protect the enrollees from future rounds of excessive premium increases.

Remedies: Recommended additional settlement requirements:

1. Court require a negotiated agreement to a fixed annual maximum Premium increases in exchange for automatic dismissal of any Factually similar class action for a fixed period, say 10 years. CALPERS' offer of no premium increase for one year without Subsequent premium controls just repeats the instant lawsuit scenario.
2. The 80% refund upon redemption provision, if adopted, Should require LTC to reopen enrollments to restore fund balances.
3. Retention incentive of \$1,000 per enrollee should be modified for Pro rata damages to properly compensate enrollees based on years of Additional premiums paid in violation of contract provision shown above.

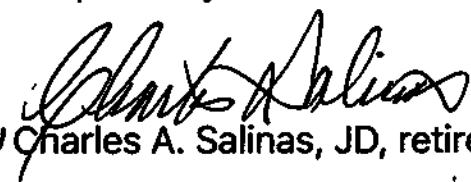
4. As State CALPERS underwrote LTC as a means to encourage Early retirements and reduce retirement pensions, it should accept The same guarantee/re-insurance underwriting applied to retirees thereby eliminating the Reinsurance cost burden on LTC.

5. Reduce the excessive \$80 Million litigant reimbursement cost On this case to ensure LTC fund stability without gouging Representative classmembers with higher premiums to offset the \$80M. Classmembers, not litigants, are the aggrieved and deserve maximum Relief undiluted by excessive fee reimbursements.

6. If the Court finds CALPERS flagrantly defied your authority as stated In paragraph one, it should either fine or issue punitive damages directly Against the State/ CALPERS, not LTC balances.

Taken together. These remedies should ensure LTC long term viability While protecting classmembers from excessive premiums.

Respectfully submitted to the Court,



Charles A. Salinas, JD, retired CALPERS member

Carol G. Salinas, retired STRS member

SCHEDULE OF BENEFITS

This page summarizes the plan features and benefits that YOU have selected.

Covered Person: Charles A Salinas
Address: [REDACTED]

Age at issue: 55

Original Coverage Effective Date: 10/01/2003
Coverage Effective Date: 10/01/2003
Coverage ID Number: [REDACTED]
Premium Mode: Monthly Payroll/Pension Deduction
Premium: \$ [REDACTED]
Plan Selection: 2003 Comprehensive

ABOUT YOUR BENEFITS, COVERAGE FEATURES AND LIMITS

COVERAGE MAXIMUMS:

Total Coverage Amount:	\$ [REDACTED]
Nursing Home Daily Maximum:	100% of Covered Expenses, up to \$110/day
Residential Care Facility Daily Maximum:	100% of Covered Expenses, up to \$77/day
Home and Community Care Monthly Maximum:	100% of Covered Expenses, up to \$1650 per month
Care Advisory Services Benefit:	100% of Covered Expenses

OTHER COVERAGE FEATURES:

<input checked="" type="checkbox"/> Inflation Protection Option:	Automatically Included
Deductible Period:	90 days. Met once per lifetime.
Waiver of Premium:	Automatically Included
Benefit Increase Option:	Not Included
Return of Premium Death Benefit:	Automatically Included

*If you have elected the Inflation Protection Option, the initial amount of your Daily and Monthly Maximums and the amount remaining in your Total Coverage Amount will be automatically increased by 5% compounded annually.

The CalPERS Comprehensive Plan

Evidence of Coverages *See pgs 23-4*



The CalPERS Long-Term Care Program

TABLE OF CONTENTS

These are the major provisions of this Evidence of Coverage. To help **You** recognize these provisions, each will be *italicized* and the first letter of each word capitalized wherever the provision appears.

<u>Section</u>	<u>Page</u>
Additional Benefits.....	27
Alternative Care Payment Provision	28
Basic Contract Provisions.....	34
Benefit Increase Option.....	24
Care Advisory Services Benefit.....	22
Claims Information and How Benefits Are Paid.....	30
Conditions for Receiving Benefits.....	12
Coordination of Benefits.....	29
Coverage Provisions.....	10
Definitions	4
Exclusions	29
Grace Period, Coverage Lapse, and Reinstatement Provisions.....	33
Home and Community Care Benefit.....	17
Hospice Care Benefit.....	21
Inflation Protection.....	23 ²⁴
Nonforfeiture Benefit	26
Nursing Home Benefit.....	15
Premium Payment Provisions.....	32
Reconsideration and Appeal.....	36
Residential Care Facility Benefit.....	16
Respite Care Benefit	19
Return of Premium Death Benefit.....	25

The **CalPERS Long-Term Care Program** is administered by:

Long Term Care Group, Inc.
 CalPERS Long-Term Care Program
 P.O. Box 5708
 Hopkins, Minnesota 55343-5708
 1-800-982-1775
 e-mail: calpersltc@ltcg.com

However, all benefits paid under this **Agreement** must be provided pursuant to a **Plan of Care** prescribed by a **Licensed Health Care Practitioner**.

Deductible Period Does Not Apply

You are not required to complete a **Deductible Period** before **We** will pay for **Your Care Advisory Services Benefit**.

Covered Expenses

Covered expenses for **Care Advisory Services** means fees charged for **Care Advisory Services** provided by a **Care Advisory Services Agency** designated by **Us**.

How Much Will We Pay?

We will pay 100% of covered expenses. Expenses **You** incur for **Care Advisory Services** will be billed directly to **Us**.

Expenses Will Not Reduce Your Total Coverage Amount

Expenses paid under the *Care Advisory Services Benefit* will not reduce **Your Total Coverage Amount** or **Your** Daily or Monthly Benefit Maximums.

When Will Benefits End?

This benefit will no longer be provided when:

- **You** no longer meet the *Conditions for Receiving Benefits*; or
- the **Total Coverage Amount** has been reached.
(The **Total Coverage Amount** is shown in the **Schedule of Benefits**.)

However, if **You** desire, **We** will provide a transition plan, which specifies how **Your** care needs can best be addressed once the **Total Coverage Amount** has been reached. The **Total Coverage Amount** is shown in the **Schedule of Benefits**.

BENEFIT: INFLATION PROTECTION

The **Schedule of Benefits** shows whether **You** have elected to be covered by this benefit. If it does not appear on **Your Schedule of Benefits** page, then **You** do not have this provision. If **You** have elected the *Inflation Protection* option, then this section describes how **Your** benefits will increase each year **Your** coverage is in force to help keep pace with inflation.

How Does This Benefit Work?

We will increase each of the following by five percent (5%) compounded annually each year as long as coverage remains in force:

- **Your** Nursing Home Daily Maximum;

Continued on Reverse ↗

- **Your Residential Care Facility Daily Maximum;** and
- **Your Home and Community Care Monthly Maximum.**

We will also increase any unused balance remaining in **Your Total Coverage Amount** by five percent (5%) compounded annually each year as long as coverage remains in force. The unused balance of **Your Total Coverage Amount** is the initial **Total Coverage Amount** reduced by the amount of any claims paid and increased by the coverage increases made since the **Coverage Effective Date**. The increased amounts will be rounded to the nearest whole dollar.

When Will the Increases Become Effective?

The increase will be effective on each anniversary of **Your Coverage Effective Date** even if **You** are receiving benefits.

Your Premium Will Not Increase

Your premium rate will not increase as a result of these annual benefit increases.

BENEFIT: BENEFIT INCREASE OPTION

The **Schedule of Benefits** shows whether **You** have elected to be covered by this benefit. If it does not appear on **Your Schedule of Benefits** page, then **You** do not have this provision. If **You** have not elected the *Inflation Protection* option, then this benefit lets **You** periodically increase **Your** coverage amounts to help offset the effects of inflation.

How Does This Option Work?

You will periodically be offered an option to increase:

- **Your Home and Community Care Monthly Maximum;**
- **Your Nursing Home Daily Maximum;**
- **Your Residential Care Facility Daily Maximum; and**
- **Any unused balance remaining in Your Total Coverage Amount**

by an amount determined by **Us** which reflects the additional cost of inflation. This offer was initially made in 1998 and will be made every three (3) years from that year forward. The offer will be made as long as **Your** coverage remains in force and **You** are not currently receiving benefits.

The increased amounts will be rounded to the nearest whole dollar.

No Proof of Insurability Required

No proof of insurability is required. As long as **You** are not currently receiving benefits, **You** may elect to increase **Your** coverage amounts by the amount offered.

SAN FRANCISCO CA 940

5 JUN 2023 PM 2 L



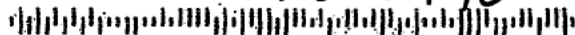
Wedding v CALPERS
c/o Epig

P.O. Box 6790

Portland, OR.

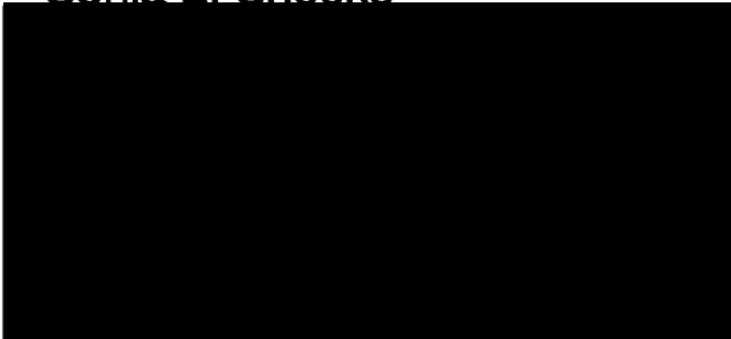
97228-6790

97228-679090



May 28, 2023

Sonia E. Sheeks



Wedding v CalPERS c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

SUBJECT: Wedding v CalPERS Class Action: Notice of Proposed Second Class Action Settlement

Gentlemen:

I signed up for CalPERS Comprehensive Lifetime with Inflation Protection Longterm Care Plan on 11/01/2002. I am a Class Member. I hereby notify that I OBJECT to the above-mentioned CalPERS Second Class Action Settlement.

Above is my current mailing address, email address, and mobile phone number. I do not intend to appear at the

**Subj.: Notice of Proposed Second Class Action
Settlement - Wedding v CalPERS**

5/28/23

page 2

**Final Approval Hearing with or without a separate
counsel.**

**I am now 76 years old and retired. The 85% increase in
my premium that was imposed by CalPERS in 2014 was
just too much for me to handle financially. I found it so
unfair and such a burden.**

**Because I couldn't afford to hire a lawyer, I was forced to
change my plan from Comprehensive Lifetime Coverage
with Inflation Protection Option down to a total coverage
of \$ [REDACTED] at the present time with monthly premium
of \$ [REDACTED]. A BIG loss!**

**I am very much unhappy and felt anxious about the future
should I need longterm care. I lost my Lifetime Coverage
and Inflation Protection Option included in my original
coverage dated 11/01/2002.**

Attached are the Schedule of Benefits:

**Subj.: Notice of Proposed Second Class Action
Settlement - Wedding v CalPERS**

5/28/23

page 3

1. Original Coverage effective 11/01/2002 with the Plan Option 130, Comprehensive Plan Lifetime with Inflation Protection (Monthly Premium - \$ [REDACTED])
2. Most current Coverage (Option 2 Election Form) dated 10/26/21 (Monthly Premium - \$ [REDACTED])

I am hoping that the court(s) will be on my side so that the benefits that I originally signed up for on 11/01/2002 with CalPERS Longterm Care would be awarded back to me.

Yours truly,



SONIA E. SHEEKS

cc: file

Enclosures: 3

SCHEDULE OF BENEFITS

my copy

This page summarizes the plan features and benefits that **YOU** have selected.

Covered Person: **Sonia E. Sheeks**

Age at issue: **55**

Address:



Original Coverage Effective Date: **11/01/2002**

Coverage Effective Date: **11/01/2002**

Coverage ID Number:



Premium Mode:

Monthly

Electronic Funds Transfer

Premium:



Plan Selection:

2000-2002 Comprehensive

Original coverage

ABOUT YOUR BENEFITS, COVERAGE FEATURES AND LIMITS

COVERAGE MAXIMUMS:

Total Coverage Amount:

Lifetime

Nursing Home
Daily Maximum:

100% of Covered Expenses, up to
\$130/day

Residential Care Facility
Daily Maximum:

100% of Covered Expenses, up to
\$65/day

Home and Community Care
Monthly Maximum:

100% of Covered Expenses, up to
\$1950 per month

Care Advisory Services Benefit:

100% of Covered Expenses

OTHER COVERAGE FEATURES:

Inflation Protection Option:

Included

Deductible Period:

90 days. Met once per lifetime.

Waiver of Premium:

Automatically Included

Benefit Increase Option:

Not Included

Return of Premium Death Benefit:

Automatically Included

*If you have elected the Inflation Protection Option, the initial amount of your Daily and Monthly Maximums and the amount remaining in your Total Coverage Amount will be automatically increased by 5% compounded annually.

G. Plan Options

For benefits, plan options and rates refer to Plans at a Glance and Rate Sheet.
Please call 1-800-908-9119 if you need assistance with your plan choice.

CHOOSE ONLY ONE OPTION. Put 'X' in box indicating coverage choice.

OPTION 100

Comprehensive Plan				Nursing Home/Assisted Living Facility Only Plan			
Lifetime		\$109,500		Lifetime		\$109,500	
Without Inflation Protection* <input type="checkbox"/>	With Inflation Protection** <input type="checkbox"/>	Without Inflation Protection* <input type="checkbox"/>	With Inflation Protection** <input type="checkbox"/>	Without Inflation Protection* <input type="checkbox"/>	With Inflation Protection** <input type="checkbox"/>	Without Inflation Protection* <input type="checkbox"/>	With Inflation Protection** <input type="checkbox"/>

OR

OPTION 130

Comprehensive Plan				Nursing Home/Assisted Living Facility Only Plan			
Lifetime		\$142,350		Lifetime		\$142,350	
Without Inflation Protection* <input type="checkbox"/>	With Inflation Protection** <input checked="" type="checkbox"/>	Without Inflation Protection* <input type="checkbox"/>	With Inflation Protection** <input type="checkbox"/>	Without Inflation Protection* <input type="checkbox"/>	With Inflation Protection** <input type="checkbox"/>	Without Inflation Protection* <input type="checkbox"/>	With Inflation Protection** <input type="checkbox"/>

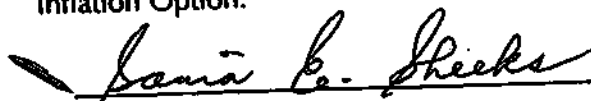
Please Read and Sign Here

I certify that I have reviewed all the information and notices contained in this application and that all information supplied on this form is true to the best of my knowledge. I also understand and agree that the coverage for which I am applying, if issued, shall be subject to these statements and will take effect on the effective date stated on the Schedule of Benefits. If statements in this application are fraudulent or materially untrue, sanctions which could include rescision of my coverage or benefit denial may be applied.

I understand that the plan I am applying for has been approved by the Board of Administration of the California Public Employees' Retirement System, but does not qualify for Medi-Cal Asset Protection under the California Partnership for Long-Term Care.

*I have reviewed the application materials that compare the benefits and premiums of the above plans with and without inflation protection. I understand that by checking this box, I have rejected a plan with built-in five percent (5%) Annual Compound Inflation Option.

**With inflation protection indicates this coverage includes the built-in five percent (5%) Annual Compound Inflation Option.


Signature of Applicant

04/23/10
Date

CalPERS Long-Term Care Program

Current coverage (2023)

Option 2 Election Form

To select Option 2, you must sign and date this form in the box below and return it in the enclosed postage-paid envelope by November 12, 2021. If you select Option 2, your coverage will be modified to offset the 52% rate increase.

Benefit Amounts/Premium	Current	New
Nursing Home Daily Maximum	\$343.00	\$343.00
Assisted Living Facility Daily Maximum	\$240.00	\$240.00
Home & Community Care Monthly Maximum	\$5,145.00	\$5,145.00
Total Coverage Amount*	\$ [REDACTED]	\$ [REDACTED]
Monthly Premium	\$ [REDACTED]	\$ [REDACTED]

Enrollee: Sonia E Sheeks
Coverage ID Number 41-223709

My signature below affirms my selection of Option 2, which changes my coverage as shown above. I understand my plan change will be effective November 01, 2021.

Sonia E. Sheeks
Your Signature

10/26/2021
Date

PLEASE RETURN THIS FORM BY NOVEMBER 12, 2021.



Sonia F. Sheets



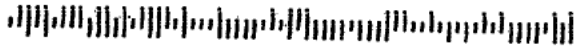
SAN DIEGO CA 9

5 JUN 2023 PM 1



Wedding v. Calpers
% Epig
P.O. Box 6790
Portland, OR 97228

97228-679090



Peter B Berez CalPERS LTC Policy # [REDACTED]
Kathryn K Berez CalPERS LTC Policy # [REDACTED]

5 June 2023

Re: Objections to Proposed Second
Settlement of Case # BC517444 (Holly
Wedding et al., v California Public
Employees 'Retirement System et al.)

Settlement Administrator
Wedding v. CalPERS
P.O. Box 6790
Portland OR 97228-6790

Attn Honorable Settlement Administrator:

We are both retired (married) members of this Class Action arising from Kathryn Berez's employment with a local governmental agency in the Sacramento area contracting with CalPERS for their employee benefits and are currently in "Category A" of this Settlement. We purchased our Policies at the inception of the CalPERS LTC program in 1995 at ages 46 and 47 respectively at a combined monthly premium of \$ [REDACTED] which has now risen to \$ [REDACTED] monthly through all the major premium increases over the past 28 years including the major 2015-2016, and 2021-2022 two-year compounded increases. Like others purchasing this CalPERS LTC Guaranteed Lifetime Inflation Protection Plan, we believed CalPERS' assurances that our premiums would remain level throughout the years, especially since we were purchasing our LTC plans at relatively young ages (ie planning ahead), and of course we were dealing with CalPERS, the same California State entity that was providing Kathryn's State Retirement Pension!

WE ARE OBJECTING TO THIS PROPOSED SETTLEMENT in order to bring the following two issues to the Court's attention, even though we will both be selecting "Option 2" as our official or default response choices (for reasons to be discussed below):

- 1. Concern Regarding the Future LTC Fund's Viability.**
- 2. The CONTINUING REFUSAL of the CalPERS LTC Program to honor the US Pension Protection Act of 2006.**

1. CONCERN RE THE FUTURE LTC FUND'S VIABILITY: Even though the estimated payout of this proposed settlement is significantly less than the previous one, it does approach \$800 Million. In addition, those members choosing to keep their policies will become part of an "Adverse Selection" group—members that will most likely need to make use of their policies without the benefit of the other (presumably more healthy) members that will be "opting out" of the program and taking the majority of their paid-in premium funds with them. Using our own situation as the example, when we joined 28 years ago in 1995, our health was not an issue as it is now at our current ages 75 and 76. Furthermore at our current ages, obtaining new policies are not a viable option. The settlement offer "guarantee of no rate increases prior to Nov. 1st, 2024" really means nothing, as that is only 15 months away from the July 26, 2023 approval hearing and past (compounded and severe) increases have usually occurred at 5-year intervals.

Continuing to use our situation as the example, the \$1,000 per policy payment to select Option 2 (and forever bar ourselves from future litigation), only represents a little over two-months in current premium payments so is of little practical consequence to those wanting to keep their policies at this point, so why even include that in this settlement? Save the money and keep it in the Benefit Fund! Also, unless another class-action case were to develop (highly unlikely after this current one dragging out now over 10 years), the cost of future litigation for individual policy members is so high, that no one could afford it anyway.

Finally, for other members like ourselves (in our mid-70's and now more likely to need LTC benefits), Option 1 provides an 80% lump-sum payout of premiums paid-in over the years which would barely cover 6 months of paid benefits at the Residential/ Home/Community Care benefit level. Even if the lump-sum were 100%, that would only cover another 2 months, so again those choosing that option will only be the more healthy individuals, thus making those keeping their policies subject to even more severe future premium increases, or worse, possible Fund Bankruptcy resulting in no benefits at all!

As I understand it, since the CalPERS LTC Program is run by CalPERS, a State Agency, it is not subject to California Dept of Insurance regulation or oversight. So, WHO is going to oversee and audit this program going forward AFTER THIS SETTLEMENT to assure that those of us who have no choice but to continue our

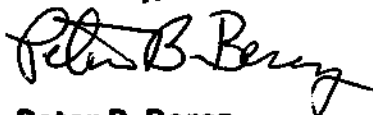
coverage will have the benefits available to us that we've paid into over the past many years when we need them in the future?

2. PENSION PROTECTION ACT OF 2006: This law passed by Congress and signed into law by President George Bush provides that all distributions from deferred annuities to pay for traditional long term care premiums are tax free (called a Sec. 1035 Exchange). Since 2006, I have tried several times to get CalPERS' contract customer service agency to agree to accept semi-annual exchanges from our Fidelity Deferred Annuity accounts only to be repeatedly told that "CalPERS is not set up to accept such exchanges." Fidelity Investments has told us they have no problem setting up the periodic 1035 exchanges allowed under the PPA of 2006). For your quick reference, I am attaching part of a Kiplinger Magazine article from 2010 describing how this works.

Since the CalPERS LTC premiums are now significantly higher than they have ever been (ours has increased nearly 700%!), it will greatly benefit many continuing policy holders to take advantage of the Tax-Free Section 1035 Exchange provision of this 2006 Pension Law. I would think it is the least the CalPERS LTC Program could do to help us Seniors who are now being squeezed with the much higher premium cost of their LTC policies and their now fixed-income status as Retirees. Anything you can do to persuade CalPERS to cooperate with this administratively as part of this Settlement will be very much appreciated.

Thank you for your kind consideration of our objections to the current Proposed Settlement. Other than the Class Counsel for the Settlement Class, we have no other counsel at this time and have no plans to appear at the final Fairness Hearing in Los Angeles due to its distance from our residence in the Sacramento area.

Sincerely,



Peter B Berez



Kathryn K Berez

(Please see attached Kiplinger article)

Use Annuities to Pay for Long-Term Care

Individuals can now use proceeds from some annuities tax-free to pay premiums for long-term-care insurance.

BY KIMBERLY LANKFORD

LAST UPDATED SEPTEMBER 29, 2010

EDITOR'S NOTE: This article was originally published in the April 2010 issue of Kiplinger's Retirement Report.

Would you like extra cash to pay for long-term-care insurance premiums? If you own deferred annuities, you may be in luck. Starting this year, individuals can use proceeds from some annuities tax-free to pay premiums for long-term-care insurance.

The new tax break was included in the Pension Protection Act of 2006.

Besides benefiting current annuity owners, the law is sure to stimulate sales of policies that combine annuities with long-term-care coverage. These hybrid products allow policyholders to use proceeds for long-term-care coverage, for income or for both.

Previously, unless the annuity was converted to an income stream, the first withdrawals were considered to come from gains, which were taxed at ordinary-income tax rates. After the gains were withdrawn, the principal could be withdrawn tax-free.

Now you can transfer money from an annuity to pay long-term-care premiums without owing taxes. If you eventually cash out, you will pay taxes on any remaining gains.

Say you have an annuity worth \$100,000, which includes \$80,000 from your original investment and \$20,000 in gains. If you use \$2,000 to pay your long-term-care premium, then 80% of that amount (\$1,600) will be subtracted from your principal and 20% (\$400) will come from the annuity's taxable gains.

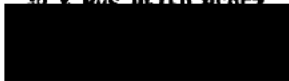
As a result, you can use the \$2,000 from the annuity without owing taxes now, and the move will reduce your taxable income by \$400 when you cash out the annuity. If you transfer enough money from the annuity for long-term-care premiums over time, you could end up erasing the tax bill. This tax break doesn't apply to annuities within IRAs.

Terence Holahan, assistant director of long-term-care sales for Northwestern Mutual, is taking advantage of the new tax break himself. Several years ago, he bought a deferred annuity after maxing out his 401(k) and IRA. He recently bought long-term-care insurance and transferred money from the annuity to pay this year's premium. That freed up cash to save for his children's college costs.

The new law also lets you transfer money from cash-value life-insurance policies tax-free to pay long-term-care premiums. But this isn't a big deal because with life insurance, your first withdrawals are the tax-free return of principal.

DELIVERED MAIL

NO. 9 MDC DATED 06/05/23



MENTO

2023

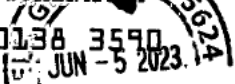


1DC 99



97228

7022 3330 0001 0138 3590



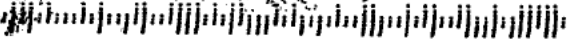
U.S. POSTAGE PAID
FCM LETTER
ELK GROVE, CA
95624
JUN 05, 23
AMOUNT

\$4.78

R2305K139039-55

Wedding v CALPERS
c/o EPIQ
PO Box 6790
Portland, OR. 97228-6790

97228-679090



Handwritten scribbles

June 6, 2023

Wedding v. CalPERS
PO Box 6790
Portland, OR 97228-6790

RE Holly Wedding et al. v. California Public Employees' Retirement System
Case No. BC517444

Objection to Settlement - We Will Not Appear At The Hearing – No Counsel

My husband Harold and I have held CalPERS Long Term Care Insurance since January 2001 – approx. 22 years. At the onset, we were 58 and 57 years old, respectively. We began our coverage with Option 100 Comprehensive Plan which included inflation protection, lifetime coverage, \$ month Home and Community Care, and other benefits. In 2010, the 1st increase came to “stabilize” the program and with that a whopping 22% increase, etc.

We have not calculated the monetary amount we paid in premiums over these years but after so many increases it is in the \$ range. Now with diminishing benefits and higher premiums our situation is more than distressing because what are we to do as serious medical conditions and age alone make it unlikely we would be accepted by another insurance provider. The term coming to mind? Trapped!

We are among the current members of CalPERS Long Term Care that have withstood the changes and remained in the program. Since 2001, our benefits and premiums have changed dramatically because CalPERS miscalculated their need to fund for all enrollees when the need for care occurred for their members and invested unwisely. For those of us remaining in our late 70s and who are still healthy we are left with no lifetime benefits, no inflation protection, and no guarantee that we will be able to afford any future increases, and no ability to find alternate insurance.

While we are thankful that with litigation CalPERS is no longer hiding behind their mistake, we object to the settlement because it has treated members who wish to stay with the program significantly different and at a disadvantage than those who will take their past premiums and cancel their policy. Was this intentional? Unknown, but possible. Giving the member who stays a payment of \$1000 is insulting. And exposing us to possible future ridiculously high premiums after only 1 year is also insulting. We will still be paying Cal PERS Long Term Care high premiums (for us \$/year) and will have possible (likely?), unknown, future premium increases and benefit decreases. This is incredibly unfair and we object.

Harold and I would receive \$ combined to leave the program; \$1000 to remain! We believe that a more equitable division between those leaving and those staying is possible, for example, consideration of the age of the remaining member, the years as members, amount of premiums paid, as well as claims paid thus far. If we were of insurable age, we would look for alternate LTC, but we are not at 79 and 80. Another example, for those younger members staying & under retirement age, they would get less of a payment incentive to stay with the program because they have not already paid a large amount in premiums. And those older members over retirement would get a higher payment because they have paid more over a longer period. Also, all members electing to stay with the program should receive a bonus of additional years and total dollar amount of benefits plus more of a guaranteed cap on increases in the way of percentage of their current premiums and with no diminishing benefits. In other words, a different logarithm is needed for equity to happen.

The \$1000 “cash” payment and 1 free year of increase is insulting that we cannot be rewarded with more for our loyalty and we therefore object to the settlement.

Regards,



Harold Breen - Policy No. [REDACTED]
Unique ID 9EE9AADE6A



Jo Ann Breen - Policy No. [REDACTED]
Unique ID 4DD736EA94



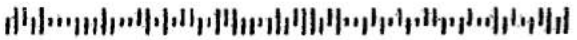
SANTA ANA CA 926

6 JUN 2023 PM 1 L



Wesley V. Calhoun
P.O. Box 6790
Portland, OR 97228-6790

97228-679090



Wedding v. CalPERS
P.O. Box 6790
Portland, OR 97228-6790

Page 1 of 2

June 6, 2023

- (1) Case Name: Holly Wedding et al. v
California Public Employees' Retirement
System, et al.,
Case Number BC 517 444
- (2) Full Name of the objecting Settlement Class Member
JAMES YOGURTIAN
- (3) CalPERS LTC Policy Number [REDACTED]
- (4) Basis for my objection:
The purpose of this objection is to request
an extension beyond the June 6, 2023 selection
deadline whether to accept or not an option to
obtain an 80% lifetime paid premium refund or
an option to continue my CalPERS LTC coverage.
My situation and basis for my request is that I
did not timely receive notice of these options until
quite recently (May 26, 2023). In a much
hastened manner, and under great duress, I
am working with two insurance brokers about
replacement Long Term Care policy options with
several carriers and will rely on their underwriting
processors to validate qualifying.
I request a minimal 30 day extension to digest
and handle these delicate issues to making a sound life
decision.

Wedding v. CalPers
James Yagurjian



June 6, 2023


Page 2 of 2

(5) The Settlement Class Member requests (and prefers) to appear Remotely at the Final Fairness Hearing



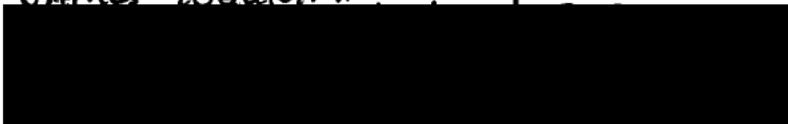
(6) The Settlement Class member is not represented by counsel.
I will appear and speak on my behalf.

With my appreciation,


James Yagurjian



JAMES YOSURTIAN



SANTA ANA CA 926

6 JUN 2023 PM 1 L

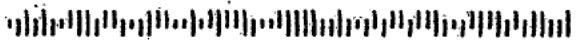


WEDDING V. Cat PERS

P.O. Box 6790

Portland, OR 97228-6790

97228-679090



~~WEDDING~~

Written Objection

Superior Court of California

For the county of Los Angeles

HOLLY WEDDING ET AL. V. CALIFORNIA PUBLIC EMPLOYEES

RETIREMENT SYSTEM, ET AL., CASE NO. BC517444

To: Settlement Administrator

Wedding v CALPERS

c/o Epiq

P. O. Box 6790

Portland, OR 97228-6790

From: Earleen Pearl Clark, Settlement Class Member



LTC Policy Number: 

I will not be appearing at the Final Approval Hearing

The only counsel representing me are the Class Counsel for the Settlement Class

This letter is my written objection to the proposed New Settlement. I'm objecting as the New Settlement is not fair and equitable. Mismanagement by California Public Employees Retirement System does not mean that premiums should be increased.

Respectfully,

A handwritten signature in cursive script that reads "Earleen P. Clark".

Earleen P. Clark

U

SACRAMENTO CA 957

6 JUN 2023 PM 5 L



Settlement Administrator
Wedding v. CALPERS
c/o Epig

P.O. Box 6790

Portland, OR 97228-6790

97228-679090



June 6, 2023

To whom it may concern:

This is an objection to the current settlement proposal for the Holly Wedding et al. v. California Public Retirement System et al.

Case No BC517444. My name is Tracy Lynn Lynch. My policy number is [REDACTED]. I would like reasonable accommodations ~~to~~ via Zoom or something similar to attend & orally present my objection in addition to my written objection being considered by the court.

The first & now the second settlement does not resolve the issues that started the case, increasing premiums despite inflation protection.

I started my long term care policy in May 1996 at \$ [REDACTED] a month, reassured by a CalPERS representative that the inflation protection would prevent any increase in premiums. The representative also gave a presentation to a significant amount of staff at the BDD headquarters downtown in Sacramento.

My \$ [REDACTED] a month premium is now [REDACTED] a month. A shocking & very disturbing increase with interest in sight! So far a \$1007.3% increase.

The current proposed settlement does not under or adequately address the problems of unexpected & shockingly steep rate hikes.

Please proceed with the lawsuit since no reasonable settlement will likely be agreed upon that is fair & just to the represented class.

P.S. The biggest problem is having to pay exorbitant premiums & shockingly rate hikes while we are alive.

Tracy Lynn Lynch

Tracy Lynch



7022 2410 0002 5906 9450

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



7022 2410 0002 5906 9450

SACRAMENTO, CA 957



RDC 99



97228

U.S. POSTAGE PAID
FCM LETTER
SACRAMENTO, CA
95823
JUN 06 23
AMOUNT

\$4.78

R2304P119273-49

Wedding v CALPERS
c/o Epig
P.O. Box 6790
Portland, OR 97228-6790

97228-679090



OBJECTION; 5-28-2023

Wedding v. CALPERS

Case No. BC 517 4444

ESTHER B Poole

Policy No. [REDACTED]

Basis For objection:

I am not a member of CALPERS. As a California Public Ed. Teacher, I am a member of CALSTRS, California State Teachers' Retirement System. CalPERS solicited teachers through our local union. Long Beach Teachers Association published information in the newsletter about CALPERS Long Term Care Insurance. I spoke with the librarian about CALPERS. She was a member of CALPERS. I was healthy and only heard good things about CALPERS. When I spoke with other agents representing other long term care policies, several told me my best bet was CALPERS because of the inflation protection. I had options because I was healthy. The inflation protection sealed the deal. I entered a contract with CALPERS. This organization breached the contract years ago when it began increasing the cost of the policy which resulted in me reducing benefits so I could afford the policy. Because of increases in the cost, I now have bear minimum of benefits. This is not fair. I am on a fixed income. To be part of the class action, I was told not to stop making payments.

Today, I am 75 years old with underlying health conditions. I have yet to use the policy and who knows, I may never use the policy. The policy was purchased as insurance, just in case. There is no way the offered

settlement would pay for any reasonable time in rehab. facility or convalescent facility. I never wanted to be a burden to anyone.

I feel diked by CALPERS. The organization knew what they were doing. They took our money knowing they couldn't keep their end of the deal.

What was in for them? All I know is, CALPERS took our money and made money off it. CALPERS invested the money. At the least made bankers interest off our money. What CALPERS is paying out in a settlement is probably just a portion of the money they earned. I am asking for full disclosure.

I feel cheated. CALPERS took advantage of a vulnerable population of senior citizens. How am I going to contract with another Long-Term Policy at reasonable rates I can afford?

Why did CALPERS solicit educators who were members of CALSTRS? Not only is there a breach of contract, but there is also a breach of trust. What if I had breached the contract? I did what was expected of me. I want to be whole. I want restitution. Returning the money to participants and plaintiffs is the same as saying CALPERS is innocent. CALPERS is going to be off the hook for responsibility for its actions. How can the court's decision prevent this from ever happening again to seniors. Consider increasing the settlement. Send a message to Corporate America.

Thank you for your consideration.



Esther B Poole

Policy No. [REDACTED]

Option 1
Under protest



SA
30



RDC 99

97228

U.S. POSTAGE PAID
FCM LETTER
ANAHEIM, CA
92803
MAY 30, 23
AMOUNT

\$0.63

R2305K136845-5

Wedding Vs. Cal Pers
P.O. Box 6790

Portland, OR 97228-6790

97228-679090



Jill Ratner

Beneficiary and Executor – Estate of Marlene N. Ratner

LTC Policy Number: [REDACTED]

Unique Claim ID: 4AA7E49C9F

Tracking Number: 71671

Claim Submission Confirmation Code: OIZXMICK

June 3, 2023

Wedding v. CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

Re: Holly Wedding et al. v. California Public Employees' Retirement System et al.,
Case No. BC517444; OBJECTION TO CLASS SETTLEMENT

Dear Settlement Administrator,

I am the daughter and executor of the estate of Marlene N. Ratner ("Mom"), holder of CalPERS Long Term Care Policy Number [REDACTED] ("LTC Policy"). I hereby make this objection to the proposed new class settlement in the above-listed case on behalf of my Mom's estate.

- I. At Great Expense and Sacrifice, Mom Procured an LTC Policy and Maintained it for 28 Years Despite the Escalating Premiums in Contravention of "Automatic Inflation Protection Benefits" Promised in the LTC Policy Terms

On June 2, 1995 at the age of 53, our Mom made the weighty decision to obtain a LTC policy to protect herself and her family. She had become a widow in 1990 with two teenage children at home and even though money was very tight, she decided to make the sacrifice to obtain the policy for peace of mind. When she obtained the policy, she relied upon the representations made by CalPERS including the "automatic inflation protection benefits" that were included. As you well aware, this class action was filed because notwithstanding the "automatic inflation protection benefits" that were materially included as part of the policy, our Mom and others experienced an agonizing 85% rate increase during the course of holding the policy. Despite financial constraints that grew increasingly challenging as she got older, Mom felt hostage to the LTC Policy that she had already sacrificed so much to maintain and made the decision to pay the drastically increasing premiums.

Since this class action lawsuit was originally filed in August 2013, Mom followed it very closely and was intent on seeing justice served not only for herself but for many of her work friends who experienced the same struggle. With her health declining, she became increasingly concerned that she would not live to see any settlement reached. Indeed, during several life-threatening health crises in the past decade, she fretted about the outcome of the lawsuit and whether she'd live to see it.

Sadly, our Mom's health took a severe downturn starting in September 2022. During this period, she continuously inquired about the status of the class settlement and even though she was entitled to make use of her policy given the physical impairments she faced, she refused to do so because she worried it could impact her ability to participate in any settlement that was reached.

II. Ten Years After Being Initially Filed, A Proposed Class Action Settlement is Finally Announced and Mom is Relieved to Live Long Enough (81 years) To File Her Claim

At long last after a decade of waiting, our Mom was finally notified that a proposed class action settlement was reached on February 27, 2023. She was made aware of the proposed settlement via a letter she received shortly thereafter in the mail from the Plaintiffs and Class Counsel notifying her about the new settlement terms and setting forth strict deadlines for filing a claim (the "Settlement Letter"). Included with the Settlement Letter was Mom's specific Award Letter which indicated she qualified for the settlement as a "Category A" class member since she was currently paying premiums and not currently receiving benefits under the LTC Policy ("Award Letter"). She was given the option to elect one of two settlement options as follows:

Option 1: Receive an 80% Refund of Premiums Paid (Less LTC Benefits Previously Received) and Surrender Your CalPERS LTC Policy; or

Option 2: Keep you CalPERS LTC Policy and Receive a \$1,000 Cash Payment

The Award Letter further advised that based on then-current premiums paid, her settlement amount would be \$ [REDACTED] as of December 31, 2022 (which is 80% of the \$ [REDACTED] in total premiums she had paid as of December 31, 2022). Mom eagerly filed her Election Form electronically on April 7, 2023 and received electronic confirmation of the submission. She understood that she was giving up her LTC Policy permanently in exchange for selecting Option 1. The Settlement Letter emphasized the irrevocable nature of her selection: "By giving up your CalPERS LTC Policy, you will not be entitled to any of the benefits of your CalPERS LTC insurance going forward." She understood that the settlement would still require final approval from the Court but she was so relieved to have lived long enough to make her election. Even though Mom was in declining health at age 81 at the time of her election, she refused to utilize any benefits of the LTC Policy as to not jeopardize her participation in the impending settlement as

a "Class A - Option 1" class member including any money that could become part of her future estate.

Sadly, only ten days after submitting her Election Form, Mom died on April 17, 2023 from heart failure. Losing our beloved Mom was obviously heartbreaking but adding to the pain was the discovery that according to the proposed terms of this class settlement, her death on April 17, 2023 would mean she (via her estate) cannot participate fully in the proposed settlement as a "Class A – Option 1" class member. Indeed, the proposed settlement terms would deny her receipt of the full value of the settlement despite the fact that she properly submitted her Election Form on April 7, 2023, well within the deadline. Instead of receiving 80% of all premiums paid for 28 years to CalPERS, she would be unfairly relegated to a Category G participant and only receive "80% of all *Additional Premiums* paid" (emphasis added), an unspecified amount materially less than she would receive as a "Category A – Option 1" class member.

III. Fairness Dictates that the Key Date for Determining Settlement Eligibility Should be the Date of the Election Form Submission, NOT the Subsequent, Uncertain Date of Your Death

On behalf of Mom and as her beneficiary and executor of her estate, I hereby object to the provision of the proposed settlement that requires a class member to still be alive on the undetermined date of the future final settlement in order to be a "Category A – Option 1" participant and receive 80% of all premiums paid to CalPERS on her LTC Policy from inception. (This would apply also to "Category B and C – Option 1" class members). The only fair and reasonable way of determining eligibility to participate in the proposed settlement is to allow any class member who was alive to make an official Option 1 claim via the Election Form within the deadline. This would mean that regardless of the date of the future final settlement, a class member such as my Mom who was alive and made their official Option 1 Election Form selection between April 6, 2023 (the earliest date one could submit an Election Form) and the June 6, 2023 deadline would be eligible for that settlement. Mom had to make her choice about whether to give up her policy permanently by this deadline. It's only right that CalPERS is similarly obligated on that *same* date (the date she officially made her binding Election) to comply with the terms of the settlement.

Fundamental fairness dictates that CalPERS can and should be held responsible to cover the amount resulting from the updated settlement term that I am proposing given the very finite nature of those who would be newly eligible for Option 1. Specifically, it would only expand Option 1 settlement payment amounts only to (1) those Category A, B and C class members who were alive and actually submitted a valid Election Form selecting Option 1 between April 6, 2023 and June 6, 2023; **AND** (2) die before the final settlement date estimated by Class Counsel to be no later than the end of September 2023 if there are no appeals.

In their correspondence to Class Members, Class Counsel expressed that they are "frustrated that the premium refund is 80% instead of the 100% agreed to by CalPERS in the Prior

Settlement." Imagine the frustration of those who will receive materially less than 80% despite living to see the settlement reached and filing your Election Form within the deadline. CalPERS can certainly afford to cover these limited costs particularly given its newly-negotiated 20% savings advantage from the Prior Settlement. CalPERS cannot credibly argue that it cannot afford to do so.

As Class Counsel expressed in their communication to the class members as to why they recommend the settlement: "[T]ime is of the essence in getting relief to Class Members. If this litigation continues, Class Counsel has serious concerns that thousands of additional Class Members will pass away and will not personally realize any of the benefits from any potential future verdict and judgment." Our Mom lived long enough to see the settlement reached, to receive official communications about the settlement from Class Counsel and to duly file her Election Form before the deadline. Fairness and reason dictate that this should absolutely be adequate to be an Option 1 class member.

IV. Intention To Appear at the Final Approval Hearing

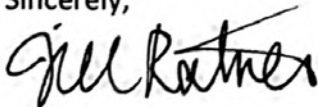
I hereby notify you that I intend to appear at the Final Approval Hearing and orally present my objection.

V. Please See Attached Relevant Documents

For your convenience, I'm attaching the following relevant documents: (1) Mom's Settlement Letter and Award Letter; (2) Mom's Proof of Submission of her Election Form; (3) Mom's Death Certificate and (4) Class Counsel Communication.

If you have any questions or I can provide any further information, please do not hesitate to contact me.

Sincerely,



Jill H. Ratner

cc: Michael J. Bidart (via email - mbidart@shernoff.com)
Stuart Talley (via email - stuart@ktblegal.com)
Gretchen Nelson (via email - gnelson@nflawfirm.com)
Gregory L. Bentley (via email - gbentley@bentleymore.com)



Unique ID: 4AA7E49C9F
PIN: 58225
Tracking Number: 71671

A

CALPERS LONG-TERM CARE INSURANCE CLASS ACTION

NEW SETTLEMENT—CATEGORY A

Legal Name: Marlene N Ratner CalPERS Policy Number: [REDACTED] Current Address: [REDACTED]
--

CalPERS' records indicate that you are a current Long-Term Care ("LTC") Insurance policyholder. This means that you are currently paying premiums to CalPERS for LTC Insurance and are not currently receiving benefits under your Policy. Under the New Settlement, this would put you into "Category A." As a Category A Class Member, you have two award options to consider under the New Settlement.

IT IS IMPORTANT TO UNDERSTAND THAT BECAUSE THIS IS A NEW SETTLEMENT, YOU MUST MAKE A NEW ELECTION AND ANY PREVIOUS ELECTIONS YOU SUBMITTED IN RESPONSE TO THE PRIOR SETTLEMENT WILL NOT BE APPLICABLE TO THE NEW SETTLEMENT. IF YOU DO NOT MAKE AN ELECTION, IT WILL BE PRESUMED THAT YOU ARE SELECTING OPTION 2 AND WILL RETAIN YOUR POLICY.

Option 1: Receive an 80% Refund of Premiums Paid (Less LTC Benefits Previously Received) and Surrender Your CalPERS LTC Policy.

If you select Option 1, you will receive a refund equal to 80% of all premiums paid from your Policy's inception through the date the New Settlement becomes final (less any amounts paid in benefits under your Policy) but in no event will you receive less than \$8,000. In exchange for this payment, you will Surrender your CalPERS LTC Policy and you will no longer be entitled to any benefits from the policy.

CalPERS's records show that from the inception of your Policy through December 31, 2022, you paid \$ [REDACTED] in premiums for your insurance and received no benefits. Thus, should you remain in Category A as of the Final Settlement Date and use no additional benefits under your Policy, the total amount you will receive from the New Settlement if it is approved by the Court will be no less than:

\$ [REDACTED]

Importantly, if you remain a current policyholder and you do not go On Claim, this amount will increase to include 80% of any additional premiums you pay between December 31, 2022, and the date the New Settlement becomes final. Also, please be assured that if you select a premium refund but go On Claim before the New Settlement becomes final, you will have the right to rescind this selection. That is, you will have the option to change your selection to opt for retaining your Policy and receiving a \$1,000 cash payment.

Also, it is important to recognize that there is a possibility that the New Settlement may not become final for several months or may not be approved. Therefore, if you want to remain in Category A and remain eligible to receive a premium refund, it is important that you continue paying premiums until the New Settlement is final. You will be notified when you can stop paying premiums on your CalPERS LTC Policy.

Option 2: Keep Your CalPERS LTC Policy and Receive a \$1,000 Cash Payment

If you select Option 2, you will receive a cash payment of \$1,000. Additionally, you will receive the benefit of CalPERS' agreement not to implement any premium increases on your policy prior to November 1, 2024.





400631790001760250

Unique ID: 4AA7E49C9F

PIN: 58225

Tracking Number: 71671

A

To make your election, you may go online and complete the Form with the Unique ID and PIN printed above, or return the enclosed claim form. **If you do not submit the Form and do not opt out of the New Settlement by June 6, 2023, you will be deemed to have selected Option 2.** If you have any questions about your options, please call 1-866-217-8056 or visit the Class Website at www.CalPERSLTCCClassAction.com.

If you believe your categorization changed after December 31, 2022, please note that the Parties anticipate updating your categorization, as appropriate, before awards are finalized and distributed.

If you have trouble completing your election online, you may contact the Settlement Administrator at 1-866-217-8056.

When the Settlement becomes final, a check made payable to your legal name will be sent to the above-listed address. If you want to change your address, please email Updates@CalPERSLTCCClassAction.com.

<p>CATEGORY D. Participating Settlement Class Members who let their CalPERS LTC Policy Lapse between February 1, 2013 and December 31, 2014.</p>	<p>Participating Settlement Class Members who let their CalPERS LTC Policy Lapse between February 1, 2013, and December 31, 2014, and who submit a Lapse Claim Form stating under penalty of perjury that they let their policy Lapse as a result of the Challenged Increase, shall receive a refund equivalent to 40% of all premiums paid to CalPERS for their CalPERS LTC Policy from the inception of their CalPERS LTC Policy through the date their CalPERS LTC Policy Lapsed, less any amounts paid in benefits under their CalPERS LTC Policy.</p>
<p>CATEGORY E. Participating Settlement Class Members who let their CalPERS LTC Policy Lapse between January 1, 2015 and the Final Settlement Date.</p>	<p>Participating Settlement Class Members who let their CalPERS LTC Policy Lapse between January 1, 2015, and the Final Settlement Date, and who submit a Lapse Claim Form stating under penalty of perjury that they let their CalPERS LTC Policy Lapse as a result of the Challenged Increase, will receive 80% of all Additional Premiums paid, or \$2,000, whichever is greater.</p>
<p>CATEGORY F. Participating Settlement Class Members who passed away after February 1, 2013 and before the Final Settlement Date, and who reduced benefits as a result of the Challenged Increase.</p>	<p>The estates of Participating Settlement Class Members who (1) died after February 1, 2013, and before the Final Settlement Date, (2) were Current Policyholders or were On Claim at the time of their death, and (3) reduced their benefits as a result of the Challenged Increase, shall receive 80% of all Additional Premiums paid or, \$2,000, whichever is greater.</p>
<p>CATEGORY G. Participating Settlement Class Members who passed away after February 1, 2013 and before the Final Settlement Date, and who paid the Challenged Increase and never reduced benefits in response to the Challenged Increase.</p>	<p>The estates of Participating Settlement Class Members who (1) died after February 1, 2013, and before the Final Settlement Date, (2) were Current Policyholders or were On Claim at the time of their death, (3) paid the Challenged Increase, and (4) never reduced their benefits as a result of the Challenged Increase, shall receive 80% of all Additional Premiums paid.</p>
<p>CATEGORY H. Participating Settlement Class Members who paid the Challenged Increase, went On Claim, and exhausted their benefits before the Final Settlement Date.</p>	<p>Participating Settlement Class Members who paid the Challenged Increase, who went On Claim at any time before the Final Settlement Date, and exhausted their benefits before the Final Settlement Date, shall receive a refund of 80% of all Additional Premiums paid.</p>
<p>CATEGORY I. Participating Settlement Class Members who are Current Policyholders who were not On Claim as of the Notice Date but are On Claim as of the Final Settlement Date.</p>	<p>Participating Settlement Class Members who are Current Policyholders, who were not On Claim as of the Notice Date, but are On Claim as of the Final Settlement Date, shall receive a Late Election Form giving them the following options:</p> <ul style="list-style-type: none"> • Option 1: Receive a refund equivalent to 80% of all premiums paid to CalPERS for their CalPERS LTC Policy from the inception of the policy through the Final Settlement Date, less any benefits paid under the CalPERS LTC Policy. Any Participating Settlement Class Member who elects Option 1 shall receive a minimum payment of no less than \$8,000. All Participating Settlement Class Members who select Option 1 shall Surrender their CalPERS LTC Policy upon payment of this refund. • Option 2: Participating Settlement Class Members who elect Option 2 shall receive a cash payment of \$1,000 and shall retain their Policies and all benefits due thereunder. <p>Any Participating Settlement Class Members who do not submit a Late Election Form shall be deemed to have selected Option 2.</p>

The enclosed Individual Award Letter identifies the Initial Settlement Category that you fall into and the amount of the benefits that you will be entitled to receive from the New Settlement if you are still in that Settlement Category when the New Settlement becomes Final and you use no additional benefits under your Policy.



OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE NEW SETTLEMENT

<p>IF YOU ARE IN "CATEGORY A, B or C," PLEASE GO ONLINE AND COMPLETE THE ELECTION FORM BY JUNE 6, 2023, STATING WHETHER YOU WANT EITHER OPTION 1 - A REFUND OF 80% OF ALL PREMIUMS PAID TO CALPERS IN EXCHANGE FOR GIVING UP YOUR POLICY OR OPTION 2 - RETAIN YOUR POLICY AND RECEIVE \$1,000 CASH PAYMENT</p>	<p>Subject to the Court's final approval of the terms of the New Settlement, you will be entitled to receive a refund of 80% of all premiums paid to CalPERS for your LTC Policy from its inception through the Final Settlement Date (less any benefits paid).</p> <p>In exchange for this refund, you will give up your Claims in this case within the scope of the release set forth below, and you will give up your CalPERS LTC Policy. By giving up your CalPERS LTC Policy, you will not be entitled to any of the benefits of your CalPERS LTC insurance going forward.</p> <p>OR, you can retain your CalPERS LTC Insurance Policy and receive \$1,000. Additionally, if you elect this option, your current premium rate cannot be increased prior to November 1, 2024. If you are a "Category A, B or C" Class Member and do not respond to this Notice then you will be deemed to have selected Option 2 to retain your CalPERS LTC Insurance Policy and receive the \$1,000 cash payment and the benefit of the temporary premium freeze.</p> <p>Importantly, to receive either of the two options under Category A you MUST be a Current Policyholder—and continue paying premiums—until the New Settlement becomes final and effective. Your right to receive the benefits is dependent on the status of your LTC Policy on the Final Settlement Date, which is the date that the Settlement becomes final and effective. This is described further in response to Question 7 below.</p>
<p>IF YOU ARE IN "CATEGORY D" OR "CATEGORY E," YOU MUST SUBMIT A LAPSE CLAIM FORM ONLINE</p>	<p>In order to receive your Settlement award, you must go online and electronically sign and submit a Lapse Claim Form by June 6, 2023. If you do not complete a Lapse Claim Form electronically, you will NOT receive any benefits from the New Settlement.</p>
<p>FOR SETTLEMENT CLASS MEMBERS IN ALL CATEGORIES, YOU CAN EXCLUDE YOURSELF FROM THE NEW SETTLEMENT</p>	<p>If you submit a Request for Exclusion, which must be postmarked by June 6, 2023, you will NOT receive any Settlement payment and will <u>not</u> release any Claims you may have against CalPERS. You will then need to retain your own attorney if you wish to pursue those Claims.</p>
<p>FOR SETTLEMENT CLASS MEMBERS IN ALL CATEGORIES, YOU CAN OBJECT</p>	<p>If you wish to object to the New Settlement, you must submit a written objection, and supporting papers, to the Settlement Administrator that is postmarked no later than June 6, 2023. You may not request exclusion and also object to the New Settlement.</p>

- Your rights and options as a Settlement Class Member—and how to exercise them—are explained in more detail in this Notice.
- The Court still has to decide whether to grant final approval of the New Settlement. Settlement payments will only be issued if the Court grants final approval of the New Settlement and the New Settlement becomes final and effective.
- Settlement Class Members who fall into "Settlement Category A" **must** be Current Policyholders—and continue to pay their premiums—until the date on which the New Settlement is final and effective to be eligible to receive a refund or to receive the \$1,000 cash payment and the benefit of the temporary freeze on premium increases.
- Additional information regarding the New Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this Notice.

DEADLINES

Settlement Class Members who are current CalPERS LTC policyholders (Category A-C):

Go Online at www.CalPERSLTCClassAction.com and electronically sign and submit the Election Form

June 6, 2023

NOTICE OF CLASS ACTION SETTLEMENT

Class Members who let their CalPERS LTC Policies Lapse (Categories D and E):

Go Online at www.CalPERSLTCClassAction.com and electronically sign and submit the Lapse Form

June 6, 2023

All Class Members:

Exclude yourself from the Settlement (postmarked)

June 6, 2023

File an Objection to the Settlement (postmarked)

June 6, 2023

BASIC INFORMATION

1. Why did I get this notice?

Defendant's records show that you were a California citizen in February 2013, that you hold or held an LTC Policy issued by CalPERS that included automatic inflation protection benefits, and that you were subject to an 85% premium increase announced by CalPERS in 2013. This Notice explains the Action, the New Settlement, and your legal rights.

The lawsuit is known as *Holly Wedding, et al. v. California Public Employees' Retirement Fund*, and is pending in the Superior Court of California for the County of Los Angeles, Case No. BC517444 (the "Action"). Holly Wedding, Richard Lodyga and Eileen Lodyga are the Plaintiffs and Class Representatives, and they sued CalPERS and others, who are called the Defendants.

2. What is the Action about?

In 1995, CalPERS began selling LTC policies to Class Members. In February 2013, CalPERS announced it was increasing the premiums for certain policies sold between 1995 and 2004 by 85% and that these rate increases would be implemented in 2015 and 2016. The lawsuit generally alleges that it was improper for CalPERS to impose this 85% rate increase. CalPERS denies that it did anything improper and denies that anything it may have done caused injuries to the Class.

3. Why is this lawsuit a class action?

In a class action, one or more people called the "Plaintiff(s)" sue on behalf of people who have similar alleged claims. All of these people are a "class" or "class members." The Court resolves the issues for all class members, except for those who exclude themselves from the class. On January 28, 2016, the Honorable Jane Johnson issued an order certifying a class in this case. Thereafter, on March 10, 2023, the Honorable William F. Highberger issued an Order conditionally certifying this Settlement Class for purposes of this New Settlement only.

4. Who is in the Settlement Class?

"Settlement Class Members" or the "Settlement Class" means all persons who meet all of the following three criteria: (1) were citizens of California in February 2013; (2) purchased an LTC Policy from CalPERS during the period 1995 to 2004 that included automatic inflation protection benefits; and (3) were subjected to the 85% premium increase announced by CalPERS in 2013 and implemented in 2015 and 2016. Policyholders who converted their policies to LTC3 policies prior to the implementation of the Challenged Increase are not included in the Settlement Class, even if the conversion occurred after the 85% rate increase was approved by the CalPERS Board in October 2012. The Settlement Class does not include those individuals who opted out of the Class certified by the Court on January 28, 2016. To be clear, if you opted out of the Prior Settlement in 2021, that opt out is no longer operative, and you are still a Settlement Class Member in the New Settlement, unless you choose to opt out again by submitting a valid Request for Exclusion.

5. Why didn't the Prior Settlement go forward?

The Prior Settlement included a provision that if more than 10% of the prior Settlement Class excluded themselves from the Prior Settlement, the Prior Settlement could be terminated. More than 30% of the prior Settlement Class requested exclusion and the Prior Settlement was terminated.



6. Why is there a New Settlement?

After the Prior Settlement was terminated, Class Counsel and CalPERS immediately began negotiations to see if a new settlement could be reached, while at the same time preparing to bring this case to trial. Class Counsel requested a trial date on the earliest possible date that could be scheduled. The Court set the trial for May 15, 2023.

In February 2023, after all expert discovery was done, Plaintiffs and CalPERS reached agreement on the New Settlement.

The New Settlement allows Settlement Class Members who want to exit the program and give up their policies to receive an 80% premium refund, or, for those who wish to retain their policies, the option of receiving \$1,000 cash payments as well as a moratorium on premium increases prior to November 1, 2024. The New Settlement will also provide benefits to those who lapsed or died. The New Settlement balances the interests of all Settlement Class Members by providing significant benefits to those who wish to leave (or have left) the program while at the same time ensuring that the CalPERS LTC program is able to meet its ongoing and future financial obligations.

Plaintiffs and their lawyers think the New Settlement achieves the above goals and is in the best interests of all Settlement Class Members.

THE NEW SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the New Settlement provide?

Under the terms of the New Settlement, Defendant will pay into a Qualified Settlement Fund (“QSF”), maintained by the Settlement Administrator, an amount that is equal to benefits payable to all Settlement Class Members who are eligible to receive 80% refunds or other cash payments based on the categories described above. If there are no requests for exclusion from the Settlement Class and the Settlement Class Members make the same decisions that they made as to the Prior Settlement, the total amount to be paid by CalPERS to Class Members is estimated by Plaintiffs’ experts to be \$740 million. CalPERS will also pay up to \$80 million in total for attorneys’ fees and expenses, Settlement Administration costs, and Service Awards for the named Plaintiffs.

Enclosed with this Notice is an Individual Award Letter which identifies your Initial Settlement Category and the amount that you are entitled to receive under the New Settlement, calculated as of December 31, 2022. That amount may decrease if your Initial Settlement Category changes or if you use any benefits under your CalPERS policy prior to the Final Settlement Date. If your policyholder status does change, your final award will be based on your Final Settlement Category on the Final Settlement Date.

For those Settlement Class Members who are in Categories A, B or C, the amount of the potential premium refund listed in your Award Letter reflects 80% of all premiums you have paid for your CalPERS LTC Policy up to December 31, 2022, less any benefits paid.

If you remain in Category A as of the Final Settlement Date, you do not use any benefits under your policy, and you choose to receive a premium refund in exchange for giving up your CalPERS LTC policy, you will also receive 80% of all additional premiums you pay after December 31, 2022, so the amount in your Award Letter may increase upon final approval of the New Settlement.

Once the New Settlement becomes Final as defined below, it is **estimated** that Settlement payments to Settlement Class Members, as well as the service award to Plaintiffs, and payment to Class Counsel for Court-awarded attorneys’ fees and expenses will be made within 105 calendar days following the date that the Settlement becomes Final. “Final” will mean the latest of the following dates, as applicable: (i) expiration of all potential appeal periods without a filing of a notice of appeal of the final approval order or judgment; or (ii) final affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s), or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the final approval order and judgment is no longer subject to further judicial review.

Following distribution of the individual Settlement payments, any uncashed checks issued to Settlement Class Members will be sent to the California State Controller’s Unclaimed Money Fund and will include information required by the State Controller to identify the beneficiary of the funds. Any other funds remaining in the QSF will be distributed to a cy pres recipient (a charitable organization) approved by the Court.

8. What am I giving up in exchange for the Settlement benefits?

Under the terms of the New Settlement, all Settlement Class Members will release CalPERS, and all of its respective current, former, and future parents, subsidiaries, predecessors and successors, and affiliated entities, and each of their respective officers, directors, employees, partners, shareholders, and agents, and any other successors, assigns, or legal representatives from any and all breach of contract Claims, rights, demands, liabilities, and/or causes of action of every nature and description, whether known or unknown, arising from or related to the 85% premium increase announced in 2013, including, without limitation, statutory, constitutional, contractual, and/or common law Claims.

For Settlement Class Members in Categories A, B or C, if you elect a premium refund, you will also be required to Surrender your CalPERS LTC Policy and will not be entitled to any benefits from that policy in the future.

9. Is there a chance the New Settlement may not go forward?

Yes. Like the Prior Settlement, under the terms of the New Settlement, CalPERS has the option to terminate the Settlement. CalPERS may exercise this option if more than 1% of Class Members exclude themselves from the New Settlement. Also, there is a possibility that the Court may not grant Final Approval of the New Settlement. If either of these events occurs, the litigation against CalPERS will continue.

Because there is the possibility that the New Settlement may not go forward, it is critical that you make any decisions concerning your LTC Insurance as if there was no New Settlement.

HOW TO GET A SETTLEMENT PAYMENT

10. How do I get a Settlement payment?

Subject to the Court's final approval of the terms of the New Settlement, your submission of the required information, and the New Settlement becoming final and effective, any Settlement payment you are entitled to under the Settlement Agreement will automatically be mailed to you at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator). In exchange for this Settlement payment, you will give up your Claims in this case.

11. When will I get my check?

Checks will be mailed to eligible Settlement Class Members only after the Court grants "final approval" of the New Settlement and the New Settlement becomes final and effective. If the Court approves the New Settlement after a hearing on July 26, 2023 (see "The Court's Final Approval Hearing" below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient. If there is an appeal, the Settlement website will be updated. If there is no appeal, then the New Settlement will become final and effective 60 days after final approval. Plaintiffs' counsel estimates that checks will be mailed to eligible class members within 105 days after the New Settlement becomes final and effective.

Please also be advised that you will only have 90 days from the date that the checks are issued to cash the check. If you do not cash your check within 90 days of the date of its issuance, your individual Settlement check will be voided. You will be permitted to request the reissuance of the check from the Settlement Administrator for a period of up to 90 days thereafter. And if your Settlement funds are ultimately sent to the State Controller's Unclaimed Property Fund, you will be entitled to seek to obtain the funds from the State Controller.

EXCLUDING YOURSELF FROM THE NEW SETTLEMENT

12. How do I exclude myself or "opt out" of the New Settlement?

If you do not wish to participate in the New Settlement ("opt out"), you must complete and send a timely written Request for Exclusion that is dated and sets forth your name and address and expressly states that you wish to be excluded from the Settlement Class. A Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **June 6, 2023** to the following:



Wedding v CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the above-specified deadline will be bound by all terms of the New Settlement and any final judgment entered in the Action if the New Settlement is approved by the Court.

13. If I exclude myself, can I get anything from the New Settlement?

No. If you exclude yourself then you will not get anything from the New Settlement and you will not be bound by the New Settlement. You will not get a Settlement payment and will not be entitled to the temporary freeze on premium increases. If you are a Current Policyholder, you will retain all of the benefits of your CalPERS LTC Policy provided you continue to pay premiums to CalPERS. If you exclude yourself and wish to proceed with litigation against CalPERS, then you will need to retain your own attorney to pursue litigation against CalPERS.

14. If I don't exclude myself from the New Settlement, can I sue later?

No. Unless you exclude yourself from the New Settlement, you give up the right to sue the Defendant for the Claims in this lawsuit. You must exclude yourself from the Settlement Class to start or continue your own lawsuit with your own lawyer.

15. If I Excluded myself from the Prior Settlement, does that mean that I am excluded from the New Settlement?

No. Any decision you made with respect to the Prior Settlement does not affect the New Settlement. You must now decide what you wish to do with respect to the New Settlement.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Settlement Class:

Michael J. Bidart
mbidart@shernoff.com
SHERNOFF BIDART ECHEVERRIA LLP
600 South Indian Hill Boulevard
Claremont, California 91711

Gretchen M. Nelson, Esq.
gnelson@nflawfirm.com
NELSON & FRAENKEL LLP
601 So. Figueroa, Ste. 2050
Los Angeles, California 90017

Gregory L. Bentley
gbentley@bentleymore.com
BENTLEY & MORE, LLP
4931 Birch Street
Newport Beach, California 92660

Stuart C. Talley
stuart@ktblegal.com
KERSHAW TALLEY BARLOW PC
401 Watt Avenue
Sacramento, CA 95864

17. How will the costs of the lawsuit and the Settlement be paid?

In addition to the refunds and other relief provided to Class Members, as part of the New Settlement, CalPERS has also agreed to separately pay no more than \$80 million which will be used to pay Class Counsel's Attorneys' Fees, unreimbursed litigation expenses incurred by Class Counsel that are no more than \$2.5 million, and Settlement Administration costs for both the Prior Settlement and this Settlement which are estimated to be \$5 million and Service Awards for the Plaintiffs.

A request will be made to the Court for approval of a total amount not to exceed \$85,000 for Service Awards, which will also be paid from the award of fees and costs. This payment is for the service Plaintiffs have provided to the Class in bringing this lawsuit and for taking on the risk of litigation, and for the extensive assistance they provided throughout the course of the Action.

NOTICE OF CLASS ACTION SETTLEMENT

The Court may award less than the amount requested for Service Awards and it may award less in attorneys' fees and expenses.

Importantly, under no circumstances will the amounts awarded for attorneys' fees and costs or the Service Awards or Settlement Administration costs reduce the payments to be made to Settlement Class Members under the New Settlement.

OBJECTING TO THE NEW SETTLEMENT

18. How do I object to the New Settlement?

Any Settlement Class Member may object to the proposed New Settlement, or any portion thereof, by mailing a written objection, and supporting papers, to the Settlement Administrator at the following address by regular U.S. Mail postmarked no later than **June 6, 2023**.

Wedding v CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

A written objection must contain: (1) the case name and number for this Action, (2) the full name of the objecting Settlement Class Member, (3) the Settlement Class Member's LTC policy number, (4) the basis for the objection, (5) if the Settlement Class Member intends to appear at the Final Approval Hearing (see response to Questions 20 and 21 below), and (6) the identity of the Settlement Class Member's counsel, if any. If a Settlement Class Member wishes to appear at the Court's Final Approval Hearing and orally present his or her objection to the Court, the objector's written statement should include the objector's statement of intent to appear at the Court's Final Approval Hearing. **Notwithstanding, in the discretion of the Court, the objection of any Settlement Class Member, or person purporting to object on behalf of any Settlement Class Member, may be received or considered by the Court at the Final Approval Hearing, regardless of whether a written notice of objection is filed or delivered to the Parties.** Any Settlement Class Member who submits an objection remains eligible to receive monetary compensation from the New Settlement. If you timely submit a request for exclusion from the New Settlement you may not submit an objection to the New Settlement. ~~If the Court overrules any objections and grants final approval of the New Settlement, any Settlement Class Member who submitted an objection but did not submit a timely and valid Request for Exclusion will be bound by the Release set forth in Question 8 above.~~

19. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the New Settlement. If you object, you are still a part of the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the New Settlement. You may attend and you may ask to speak at the Final Approval Hearing, but you don't have to. **If you intend to appear at the Final Approval Hearing it is important to visit the Los Angeles County Superior Court website at www.lacourt.org to determine whether there are any social distancing or Covid-19 related guidelines for in-person court appearances.**

20. When and where will the Court decide whether to approve the New Settlement?

The Court will hold a "Final Approval Hearing" on July 26, 2023 at 11:00 a.m., in **Department 10** at the Superior Court of California for the County of Los Angeles, located at **312 N. Spring St., Los Angeles, 90012**. The hearing may be moved to a different date and/or time without additional notice but any change of date or time will be posted on the Settlement website at www.CalPERSLTCClassAction.com. At this hearing, the Court will consider whether the New Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel for their fees and costs, and the amount in Service Awards for Plaintiffs. After the hearing, the Court will decide whether to approve the New Settlement. It is unknown how long these decisions will take.



21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you have mailed your written objection on time, the Court will consider it. You may also pay (at your own expense) another lawyer to attend for you, but it is not required.

22. May I speak at the hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you should include in your written objection that you intend to appear at the Final Approval Hearing. Notwithstanding, in the discretion of the Court, the objection of any Settlement Class Member who has not requested exclusion, or person purporting to object on behalf of any Settlement Class Member, may be received or considered by the Court at the Final Approval Hearing, regardless of whether a written notice of objection is mailed to the Settlement Administrator.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing and you are in Categories A, B, C, F, G, H, or I, you will receive the benefits provided for in the New Settlement in accordance with your Final Settlement Category as described above, and you will be bound by the release of Claims, subject to the Court's final approval of the terms of the New Settlement. If you are in Categories A, B, C, or I and do nothing, it will be presumed that you have selected Option 2 (keeping your LTC policy and receiving the \$1,000 payment) for each of those Categories. If you are in Category D or E, you must return your Lapse Claim Form to receive any benefits of the New Settlement.

GETTING MORE INFORMATION

24. How do I get more information?

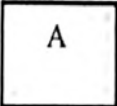
This notice summarizes the New Settlement. More details are in the Second Settlement Agreement and filings made before the Court. Such documents are accessible via a website at: www.CalPERSLTCClassAction.com. You may also contact Class Counsel or the Settlement Administrator for more information.

Do not contact the Court, CalPERS or LTC regarding this Notice or the New Settlement.



400631790001760250

Unique ID: 4AA7E49C9F
PIN: 58225
Tracking Number: 71671



CALPERS LONG-TERM CARE INSURANCE CLASS ACTION

CATEGORY A CLAIM FORM

To make your election, you may go online and complete the Form with the Unique ID and PIN printed above, or return this Form to the Settlement Administrator at the below address. **If you do not submit the Form and do not opt out of the New Settlement by June 6, 2023, you will be deemed to have selected Option 2.**

Wedding v. CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

YOUR ELECTION

I hereby acknowledge that I received the Settlement Package that includes the Class Notice, Award Letter, and this Election Form. After considering this information I hereby elect to:

Please choose one option and sign this form below. If you choose more than one option, you will be deemed to have selected Option 2.

Option 1:

- Surrender my CalPERS LTC Policy and receive a refund of 80% of all premiums paid by me from my Policy's inception through the date the New Settlement becomes final (less any benefits paid). I understand that by selecting this option I will no longer be entitled to receive any benefits under my LTC Policy once the New Settlement becomes final. I also understand that to obtain a premium refund I must continue paying premiums until the New Settlement becomes final in order to remain in Category A.

Option 2:

- Keep my CalPERS LTC Policy and receive a \$1,000 cash payment.

Signature

Signature

Date: - -
MM DD YYYY

Print Name

Print Name





Marlene Ratner <[REDACTED]>

Wedding v. CalPERS – Claim Form Submission Confirmation

2 messages

noreply@calpersltcclassaction.com <noreply@calpersltcclassaction.com>
To: [REDACTED]

Mon, Apr 10, 2023 at 12:40 AM

Thank you. Your form has been successfully submitted. Your Confirmation Code is: OIZXMICK. Please keep this code for your records.

Sincerely,
Settlement Administrator

Questions? Contact the Settlement Administrator at 1-866-217-8056 (Toll-Free) or info@CalpersLTCClassAction.com

This is an auto generated email. Do not respond to this email.

Marlene Ratner [REDACTED]

To: Jill Ratner [REDACTED]

Tue, Apr 11, 2023 at 7:14 AM

[Quoted text hidden]

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF SACRAMENTO

DEPARTMENT OF HEALTH SERVICES

3052023085106

CERTIFICATE OF DEATH

3202334003872

STATE FILE NUMBER

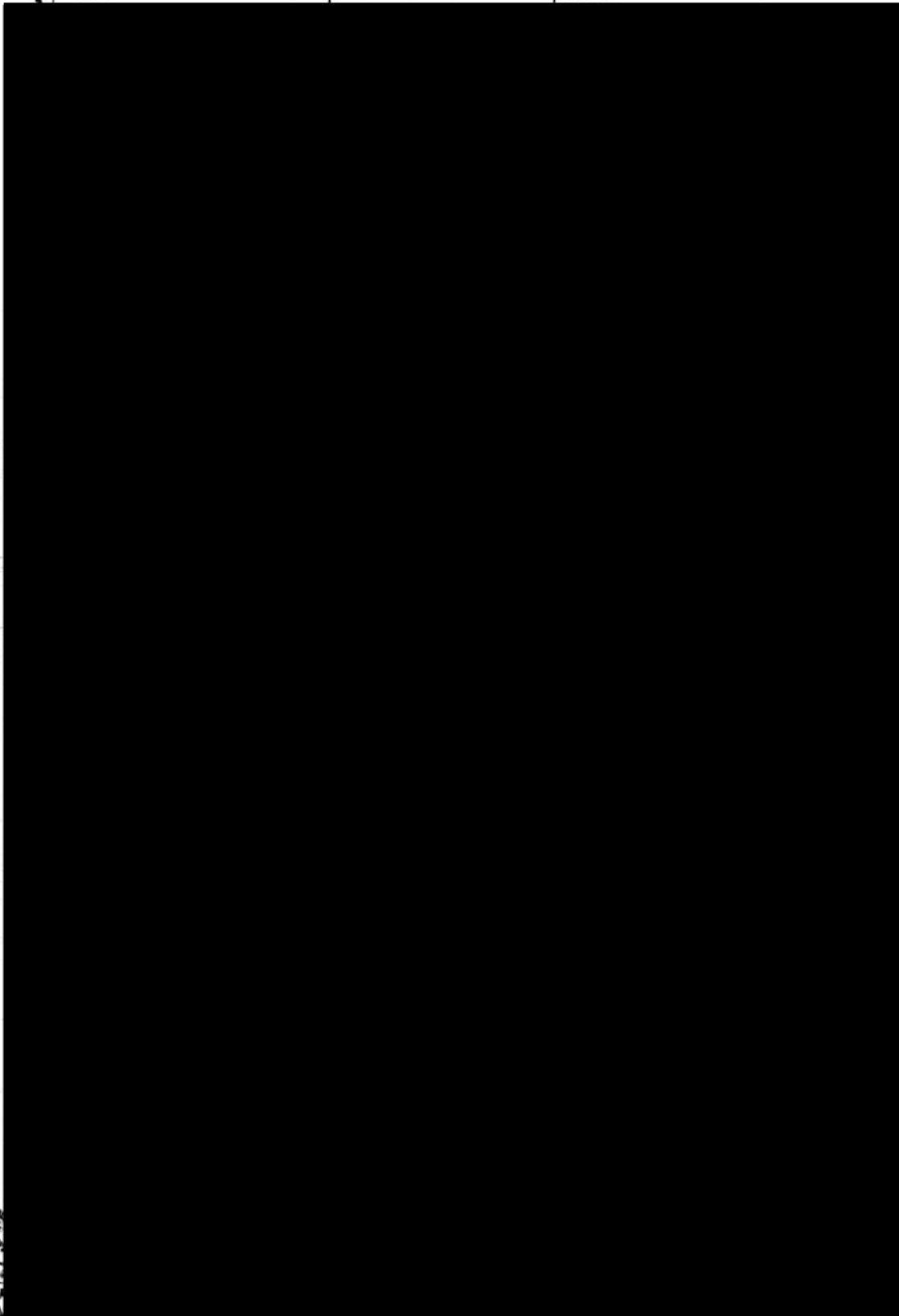
STATE OF CALIFORNIA
FOR BLACK OR ONLY: NO ENTRIES, AMPLIATIONS OR ALTERATIONS
US 11 (REV. 5/82)

LOCAL REGISTRATION NUMBER

1 NAME OF DECEASED: FIRST, MIDDLE
MARLENE

2 MIDDLE
NATALIE

3 LAST NAME
RATNER



This copy is not valid unless prepared on an engraved border, displaying the date, seal and signature of the Registrar.
PENDING

OLIVIA RAMIREZ, MD
REG. NURSE

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Unique ID:
PIN:
Tracking Number:



**Kershaw
Talley
Barlow**



**NELSON &
FRAENKEL**



BENTLEY & MORE

**CalPERS Long-Term Care Class Action
Letter From Plaintiffs and Class Counsel
Regarding New Settlement**

Legal Name:

CalPERS Policy Number:

Current Address:

Dear,

This letter is to inform you of a Proposed New Settlement in the matter of *Wedding, et al. v. California Public Employees' Retirement System, et al.*

A. Overview

This class-action lawsuit was filed in August 2013. It alleges that the 85% premium increase that CalPERS announced in February 2013, and implemented in 2015-2016, was not permitted under the terms of the Long-Term Care ("LTC") Insurance contracts between CalPERS and Class Members. You are a member of the Class in this case because you purchased an LTC Insurance contract from CalPERS with "automatic inflation protection benefits" and were subjected to this 85% rate increase.

As you may recall, in July 2021 you received notice of a settlement that had previously been reached by the Parties in this case (the "Prior Settlement"). Unfortunately, the Prior Settlement never became effective and was terminated by agreement in April 2022.

Nevertheless, the Parties continued to explore settlement options and on February 27, 2023, the Parties reached agreement on a new settlement (the "New Settlement"). The following documents containing details about the New Settlement are enclosed with this letter:

- Notice of Class Action Settlement
- Individual Award Letter

Importantly, this is a new settlement with new terms and relief for the Settlement Class. The New Settlement will affect your rights unless you ask to be excluded from the Settlement. Also, there are strict time limits described in the Notice and the accompanying materials.

Therefore, please read the enclosed documents carefully and immediately. These documents will set forth how much you will receive under the New Settlement and will explain why the Plaintiffs and Class Counsel are recommending the New Settlement.

B. What Happened to the Prior Settlement?

The Parties in this case previously agreed to a settlement in July 2021. Under this Prior Settlement, Class Members who elected to participate in the Settlement could receive a full premium refund in exchange for surrendering their policy, or have their refund applied to a potential replacement policy. Two highly experienced insurance brokerages were tasked with securing this replacement policy.

However, if Class Members wanted to retain their CalPERS LTC policies, they had to opt out of the Prior Settlement and were not entitled to receive any benefits from the Prior Settlement. The Prior Settlement contained a provision that allowed the Settlement to be terminated if more than 10% of the Class elected to exclude themselves and retain their CalPERS LTC policies.

After approaching 90 insurance companies, the insurance brokerages working with Class Counsel were not able to secure a viable replacement policy. And, after notifying the Settlement Class Members who had chosen this option that a replacement policy could not be secured, approximately 30% of the Settlement Class elected to exclude themselves from the Settlement in order to retain their CalPERS LTC policies. Because so many class members elected to keep their CalPERS policies, the Prior Settlement was terminated by mutual agreement on April 20, 2022.

C. What are the Terms of the New Settlement?

After the Prior Settlement was terminated, the Parties worked diligently to reach a settlement that would (1) provide substantial refunds to Class Members who want to exit the CalPERS LTC Program; (2) provide benefits to Class Members who want to keep their CalPERS LTC policies, instead of requiring them to opt out of the Settlement; and (3) achieve these objectives while preserving the CalPERS LTC Program's ability to meet its financial obligations to pay benefits to its policyholders.

Consistent with these goals, the terms of the New Settlement incorporate many of the terms of the Prior Settlement, but are different in three important ways.

First, Class Members do **not** need to opt out of the New Settlement if they want to retain their CalPERS LTC policies. If you are a Current Policyholder and want to keep your CalPERS LTC policy, you will be included in the New Settlement and will automatically receive \$1,000. In addition, CalPERS has agreed under the New Settlement not to impose any new premium increases on Settlement Class Members prior to November 1, 2024.

Second, if you are a Current Policyholder and want to receive a premium refund in exchange for surrendering your policy, the refund will be 80% of all the premiums you have paid into the CalPERS LTC Program (less benefits received) from the inception of your policy until the New Settlement becomes final.

Third, Class Members who are "On Claim" (meaning they are currently receiving benefits or have applied for and may receive benefits under their policy prior to the New Settlement becoming final), will also have the option of cancelling their policy and receiving an 80% premium refund (less benefits received) or keeping their policy in exchange for a cash payment of \$1,000. Class Members who let their policies Lapse, exhausted their benefits, or who passed away before going On Claim will receive certain cash benefits which are outlined in the Notice on pages 2 and 3.

As with the Prior Settlement, Current Policyholders paying premiums **must** continue to pay their premiums until the New Settlement becomes final to remain eligible for the 80 percent refund of premiums or \$1,000 cash payment. If a policyholder stops paying their premiums before the New Settlement becomes final, then they will not obtain the same benefits of the New Settlement.

D. What Will I Receive Under the New Settlement?

Your Class Member category and details about your estimated award under the New Settlement are set forth in the enclosed Award Letter. Class Members fall into two main categories: (1) Current Policyholders who are paying premiums; and (2) those who are On Claim. Other categories include policyholders who let their policies Lapse, policyholders who have exhausted their benefits, and those who have died.

The information in the Award Letter was based on your policyholder status as of December 31, 2022. But your final Class Member category and the award you receive will be determined at the time the New Settlement becomes final. If your Class Member category does not change between December 31, 2022, and the date the New Settlement becomes final, then you will receive the relief identified in the Award Letter (the amount for those requesting a premium refund may be higher because you will have paid Additional Premiums after December 31, 2022). Please read this form and the enclosed Notice carefully.

E. Why is Class Counsel Recommending the New Settlement?

There are several reasons why Class Counsel is recommending this New Settlement, even though many Class Members will receive less as compared to the Prior Settlement.

First, the CalPERS LTC Program was set up as a “closed fund.” This means that there are only two sources of revenue for the Program: the premiums paid by policyholders and the earnings generated from investments made by the Program. One of the main concerns in moving forward with a trial is that if Class Counsel succeeds and obtains a large verdict and judgment against CalPERS, this could significantly impact the ability of the Program to pay the benefits of Class Members who retain their policies and other Current Policyholders. The New Settlement is therefore designed both to provide benefits to Class Members while at the same time ensuring the long-term viability of the Program to pay ongoing and future Claims costs.

Second, the termination of the Prior Settlement demonstrated that many Class Members want to keep their CalPERS LTC policies. The New Settlement therefore allows Class Members to receive some relief without forcing them to Surrender their policies. Individuals desiring to stay with the Program will receive two significant benefits—a cash payment to offset higher premium costs *and* a rate freeze that ensures CalPERS will not implement any new premium increases until at least November 1, 2024.

Third, the ability to cancel your CalPERS policy and receive an 80% refund of all premiums paid (less benefits received) for insurance coverage that many Class Members have had for more than 20 years is a substantial benefit that would not otherwise be available. Many Class Members have informed us they are tired of rate increases or benefit reductions and have lost faith in CalPERS’ ability to properly manage this Program. However, because these Class Members have invested many thousands of dollars in premiums, they feel compelled to continue with the Program. This New Settlement provides those Class Members with a feasible path out of the Program. Without the New Settlement, Class Members who want to leave the Program would not receive a refund of any premiums.

Indeed, the 80% premium refund (less benefits received) provided by the New Settlement is better than options provided to policyholders by other commercial carriers who provide LTC Insurance and have instituted premium increases. As you may know, the problems that have plagued the CalPERS LTC Program over the years are not unique. Since LTC Insurance became popular 25 years ago, almost every commercial LTC Insurance provider in the country has either withdrawn from the market entirely and/or had to impose premium increases. Class Counsel is aware of another LTC insurer that—as recently as last year—was implementing an 80% rate increase but was offering policyholders a “Cash Buyout” option that would only refund roughly 20% of premiums paid.

We are frustrated that the premium refund is 80%, instead of the 100% agreed to by CalPERS in the Prior Settlement. However, that reduction is a result of changes in the LTC Fund’s financial condition coupled with CalPERS’ need to ensure that it can meet its ongoing obligations to those who retain their LTC policies. We are equally frustrated with the amount to be paid to those who retain their policies. But this amount is all that CalPERS believes it can afford. If CalPERS were paying more in premium refunds and payments to those retaining their policies, then that could jeopardize its ability to continue paying benefits to its policyholders.

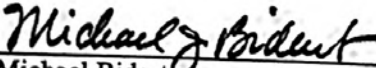
Fourth, time is of the essence in getting relief to Class Members. If this litigation continues, Class Counsel has serious concerns that *thousands* of additional Class Members will pass away and will not personally realize any of the benefits from any potential future verdict and judgment. The average age of the Class is now 76, and since this litigation was initiated nearly a decade ago more than 14,846 Class Members have died. Moreover, even if the Class prevails at trial, CalPERS will undoubtedly appeal. This process could take another 2-4 years and Plaintiffs’ actuaries estimate that an additional 9,000 Class Members will die during this time.

Finally, as with any litigation, there is always a chance that the Class could lose at trial (or on appeal). In this lawsuit, Plaintiffs and the Class assert that CalPERS could not implement a premium increase if the increase was caused by or as a result of Class Member’s “automatic inflation protection benefits.” However, CalPERS and its experts intend to present evidence at trial that the 85% rate increase was *not* related to automatic inflation protection benefits, and that the *primary* reason for the 85% premium increase was a change in CalPERS’ expected investment earnings. CalPERS will also argue that a rate increase of 80.1% would have been necessary if it had not implemented the challenged 85% rate increase; that Class Members who reduced their benefits in response to the 85% increase did not suffer any damage because, among other things, they paid lower premiums; and that Class Members who reduced benefits are not entitled to any recovery until they go On Claim and are denied benefits that they would have otherwise received prior to reducing benefits. If a jury (or appellate court) accepted any of these arguments, then Class Members would receive nothing or virtually nothing.

F. Where can I obtain additional information about the New Settlement?

If you have questions about the New Settlement that are not answered in the enclosed documents, you will find additional information on the Settlement website at www.CalPERSLTCClassAction.com. If your questions are still not answered, you can call 1-866-217-8056.

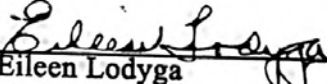
Please do not contact CalPERS or LTCG about the Settlement, as they will be unable to provide you with additional information.


Michael Bidart



Stuart Talley


Gretchen Nelson


Gregory L. Bentley


Eileen Lodyga


Richard Lodyga


Holly Wedding

June 5, 2023

Jacquelyne F. Jackson, policyholder

████████████████████
CalPERS-LTC policy number:
████████████████████

Settlement Administrator
Wedding v. CalPERS
c/o Epiq
P.O. Box 6790
Portland, OR 97228-6790

RE: *Wedding, et al. v. California Public Employees System, et al.*
CASE NO. BC 517444

SUBJECT: Objection to 2nd. Settlement Proposal of March 10, 2023

BASES FOR OBJECTION: (a) I and other policyholders are coerced unfairly into choosing between two severely disadvantageous "options" for involuntary forfeiture of the substance of the insurance we originally bought, (b) the State of California should be the primary defendant in this lawsuit because it created the CalPERS Long-Term Care Program and (c) the State of California should take responsibility for its legislative actions and make all CalPERS Long-Term Care policyholders whole regarding the benefit promises of their original policies.

Honorable William Highberger,
Los Angeles Superior Court Judge
Department 10:

I am a longtime holder of a CalPERS Long-Term Care insurance policy that I like most other policyholders would not have taken out if it had not been marketed as a program created and promoted by the State of California. I was aware before I became a policyholder that state legislation in 1995 directed the California Public Employees' Retirement System to create and manage the program as a financially separate "non-profit" entity that is an adjunct to CalPERS' regular, longtime responsibility of running a pension program. I did not know that CalPERS was a completely inexperienced organization in operating an insurance program. The history of the program revealed that as an insurance entity it operated in a renegade fashion from its early days, yet the State of California took no action to monitor or regulate its operations. I feel that the state's inaction in this regard constitutes primary responsibility on the state's part for the grossly unfair situation that has been imposed on me and other CalPERS-LTC policyholders.

I was a single adult female with young adult children when I took out a comprehensive CalPERS-LTC policy in 1998 when intensive marketing promised a premium cost advantage of getting an "inflation protection" policy long before retirement age. One of my primary goals in getting that policy was to make sure that my children would NOT have any financial burden for my old age care. Now

that I am well past retirement and live on a modest fixed income I find that there is no way to avoid having to depend on my adult children—who have families and college age children and associated expenses—for the highly costly and likely expenses of my care. I would have come closer to meeting my goal of financial independence if I had invested in a simple FDIC insured savings account at my bank instead of taking out a policy with CalPERS-LTC. Now I feel that I have been swindled by the State of California through its incompetent or unscrupulous proxy, the California Public Employees Retirement System.

Information provided by plaintiffs' attorneys, who are my attorneys, revealed that in 1996 CalPERS commissioned an actuarial report that was a second opinion about its long-term care program. That report warned that by insurance industry standards CalPERS was investing an exceptionally high percentage of its income from premium payments in the stock market, and simultaneously failed to maintain adequate reserves to buffer it from volatility in the stock market that would put pressure on its rate pricing structure. Consequently, a pattern of rate increases emerged early on that led to the current lawsuit.

While the State of California has not intervened to regulate the CalPERS-LTC program, the state legislature has intervened in other ways that impacted the program. For example, in 2012 when most of the CalPERS-LTC policyholders were not aware of it the state legislature promulgated laws to regulate private long-term care insurance companies and their premium rate setting through the Department of Insurance, while excluding CalPERS-LTC from regulation of any sort. CalPERS-LTC policyholders learned about this when hefty rate increases were announced in 2013 when it was too late to do anything about it such as mobilizing to lobby their legislators to stop it.

I am aware that plaintiffs' attorneys sought to make the State of California a defendant in the lawsuit, but I observe that the state is not listed as a party in the lawsuit in the documents before the Los Angeles Superior Court. Although there may be some legalistic reason for this, it doesn't change my profound disgust for the fact that the State of California instituted the fiasco that is the CalPERS-LTC program, but cannot be held to account and made to rectify the situation for vulnerable elderly people like myself who were lured into insurance policies because of misplaced trust in the State of California,

Truly,



Jacquelyne F. Jackson,
Category A Class Member

Wedding v. CalPERS Class Action Lawsuit

J. Jackson



RDC 99



97228

U.S. POSTAGE PAID
FCM LETTER
ENCINO, CA
91316
JUN 06, 23
AMOUNT

\$4.78

R2303S100136-01



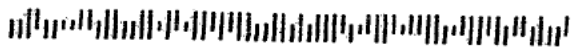
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL



9589 0710 5270 0302 6754 39

Wedding v. CalPERS
c/o Epiq
P.O. 1304 6790
Portland, OR 97228-6790

97228-679090



[REDACTED]
May 30, 2023

RE: CalPERS Long-Term Care Insurance Class Action
Wedding v CalPERS
Case No. BC517444
New Settlement
CalPERS Policy Number [REDACTED]
Tracking Number 61664

As a member of the Settlement Class in Category A, I am requesting that the court does not approve this settlement. Insufficient information has been provided for me to decide if the settlement is fair and adequate.

In my settlement proposal, I was presented with two options:

1. Option 1, where I would receive an 80% refund of premiums paid and surrender my CalPERS LTC Policy. The document states that I would receive no less than [REDACTED]
2. Option 2, where I keep my CalPERS LTC Policy, receive a cash payment of \$1,000, and avoid premium increases prior to November 1, 2024.

In trying to analyze option 2, I do not have enough information. Specifically, I was subjected to an 85% rate increase when I should have been protected from such an increase because I had paid for automatic inflation protection. Two questions I have pertaining to option 2: How much more in premiums did I pay because of the disputed 85% premium increase? In the proposed settlement, how much in premiums savings I am expected to have over my lifetime with option 2?

The attorneys did not allow us to object to the settlement unless we remained in the class. Like me, there are probably many class members who would also request more information or object to the settlement. With the additional information, these class members may choose to be excluded from the settlement.

I believe an additional factor in this proposed settlement is that our attorneys want to collect their fees, which I understand is \$80 million. They, and the service Plaintiffs who will receive up to \$85,000, are the only individuals who benefit significantly from this case. Of the 80,000 class members, 79,999 will receive very little. I feel that we were used simply so the attorneys could compute a high amount of damages that would lead to higher attorney fees; each individual class member would receive very little. From the settlement with the actuaries, I believe I received \$64; the attorneys got millions. In this sick situation with class action lawsuits, the class members essentially work for the attorneys.

In summary I would like the court to instruct the attorneys and CalPERS to provide the following information to all class members.:

1. How much more did each class member pay in premiums because of the 85% increase?
2. What is the computed monetary benefit over a member's lifetime of option 2 (specifically my lifetime)?

3. How many class members object to the settlement? A new questionnaire would have to be sent out to answer this question. The class members were required to remain in the class if we wanted to file an objection. If the court knew how many class members objected to the settlement, it may not approve the settlement. Class members should be allowed to be excluded from this settlement yet still remain in the class. This was the situation with the previous proposed settlement: A class member could object to the proposed settlement and still remain in the class. As it was, 30% of the class members did not accept the settlement terms and the settlement was withdrawn. That should occur with this proposed settlement as well. If there were a sufficient number of class members who object to the settlement and allowed to be excluded from the settlement, perhaps we can band together and obtain new attorneys to handle our case. A new set of attorneys should have taken over this case long ago.

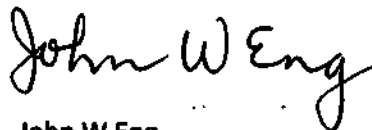
In summary, I ask that the proposed settlement, particularly for class members in Category A, not be approved. More information needs to be provided to the class members in order for them to make a decision. I am not asking for damages or that even CalPERS repay all of the additional premiums that I have paid. I want to remain in the CalPERS LTC program, but at the same time, the premiums have increased constantly. I am too old to get into another plan.

I am a member of the California State Retirees and the Retired Public Employees Association. I will seek their help in gathering more information from their membership, many of whom are class members. However, I do not believe that they will have more information by the June 6, 2023 deadline.

At this time I do not intend to appear before the Court and I have not obtained an attorney. However, we need to know how many class members object to the settlement. That is a question that must be asked of each class member without the pressure of being excluded from the class.

Thank you for your consideration.

Sincerely,



John W Eng



SACRAMENTO CA 957

30 MAY 2023 PM 4 L



Wedding v Callers

c/o Epig

PO Box 6790

Portland OR 97228-6790

97228-679090



Wedding v. CalPERS
P.O. Box 6790
Portland OR 97228-6790

Case Wedding v. California Public Retirement System; Case # BC517444

Victoria Lochowski Craig

LTC policy # [REDACTED]

Objection: CalPERS has financial capability to fund the Long Term Care program and fully refund policy holders

Will not appear at Final Fairness Hearing

No counsel

Dear Honorable:

I object to the Wedding v. CalPERS settlement.

CalPERS claims that the Long-Term Care Fund is a "closed fund". All it takes is a Board of Directors vote and/or a one-time policy exception for CalPERS to adequately resource the Long-Term Care fund.

CalPERS has the ability and financial resources to correct their past errors. Examples of CalPERS financial surplus are as follows:

CalPERS has and continues to pay monetary bonuses to the Long-Term Care and the Benefits Division management, including the executives responsible for this twice failed program.

CalPERS has and continues to provide both tangible or monetary awards to its employees, including those working within the Long-Term Care Office, Benefits Division, and its executives.

CalPERS subsidize the headquarters onsite cafeteria, gym, and day care program affording lower cost for its employees, including Long-Term Care Office, Benefits Division, and CalPERS executives.

In addition, CalPERS has neglected to correct a past identified loophole that takes advantage of the Long-Term Care program, resulting in reduced program funds and excessive rate increases. Even though the Long-Term Care program is now paused, CalPERS continues to advertise on their website the availability of Long-Term Care benefits for extended family members. This loophole allowed an active or retired member to enroll any family member for Long-Term Care services, without requiring a minimum dollar amount contributed to the program in the form of payments. As it existed, after a month or two of payments, the newly enrolled person could draw expensive benefits from the fund for that policy holders have contributed to for *decades* – not months.

CalPERS Long-Term Care is an optional, employee-paid benefit available to all active members, retirees, and their eligible family members, including children and siblings between the ages of 18 and 79, parents, parents-in-law, and spouses.

CalPERS claims they need to retain 20% of Long-Term Care policy payments to support the continuance of the program. A 20% retention is \$ [REDACTED] of the total payments I've made since 1997 of \$ [REDACTED] That is a lot of money, especially since I'm retired.

Adding insult, CalPERS settlement Option 2 provides a \$1000.00 cash payment and guarantees Option 1 will not receive less than \$8,000.00? Who agreed to this settlement? I lose \$ [REDACTED] but other policy holders will receive \$1000.00 for keeping their policy or a minimum of \$8000.00 no matter how much they paid?

CalPERS has failed twice. Why would anyone trust CalPERS executives again? This settlement is unfair as CalPERS has financial resources to make policy holders whole. Shame on CalPERS and the attorneys that agreed to this settlement.

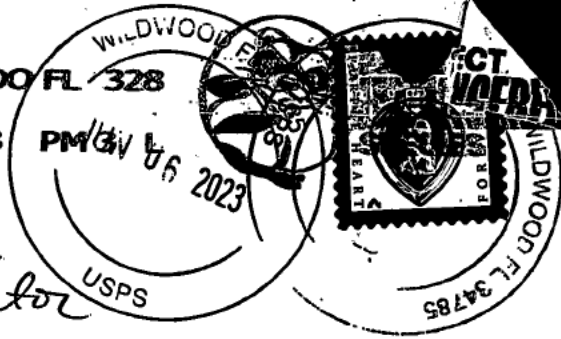
Victoria Lochowski Craig

Craig



ORLANDO FL 328

6 JUN 2023



Settlement Administrator
Wedding V. CalPers
P O Box 6790
Portland, OR

97228-6790

97228-679090



June 1, 2023



FILED
Superior Court of California
County of Los Angeles

JUN 06 2023

David W. Blayton, Executive Officer/Clerk of Court
By: R. Asplree, Deputy

Wedding v. CalPERS
P.O. Box 6790
Portland, OR 97228-6790

Dear Gentlefolk

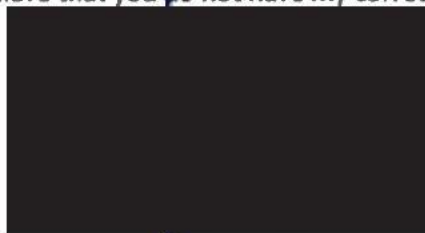
My name is John Dutcher and my LTC Coverage ID Number is .
I have not received my CalPERS Long-Term Care Class Action Settlement claim form in *Holly Wedding et al. v. California Public Employees Retirement System et al.*, Case No. BC517444.

I choose Category A, Option 1.

"Participating Settlement Class Members who, on the Final Settlement Date, are Current Policyholders and who are not On Claim shall have the following options:

Option 1: Receive a refund equivalent to 80% of all premiums paid to CalPERS for their CalPERS LTC Policy from the inception of the policy through the Final Settlement Date, less any benefits paid under the CalPERS LTC Policy. Any Participating Settlement Class Member who elects Option 1 shall receive a minimum payment of no less than \$8,000. All Participating Settlement Class Members who select Option 1 shall Surrender their CalPERS LTC Policy upon payment of this refund."

I believe that you do not have my correct address, email address nor telephone number.



I am enclosing a copy of the previous settlement documentation in case this is helpful;

Sincerely Yours

John Dutcher

P.S. Your website and telephone response number are very very user antagonistic.

CC: HON. WILLIAM F. HIGHBERGER
Judge of the Superior Court
111 N. Hill St.
Los Angeles CA 90012

RECEIVED

JUN 06 2023

SPRING STREET
DEPT. 10

April 14, 2023

To The Court:

I purchased the PERS LTC policy when it was first offered and have faithfully paid the premium since, including the premium increases. In 2003 we moved from California to Sheridan, WY.

The case name and number for this action: Holly Wedding et al. v. California Public Employees' Retirement System et al., Case No. BC517444

My full name: Roger Dean Haight

My wife's full Name: Janet Jones Haight

My policy number: 


Basis for objection: Exclusion from the settlement because we are not California residents. The money we have paid is no different from the money California residents paid. Why were we excluded? It is unfair and unequal treatment.

We cannot attend the Final Fairness Hearing

We do not have a Class Members's Counsel.

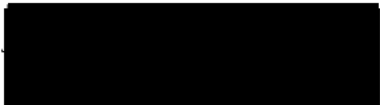
Your response with a full explanation and inclusion in the class action suit will be greatly appreciated.

Sincerely,


Roger D. Haight, Ph.D.



R&J HAIGHT



CASPER WY 825

15 APR 2023 PM 2 T



Wedding v. CALPERIS
P.O. Box 6790
Portland, OR 97228-6790

972286790 8913



Attachment 21

Category	Estimated Payment Based on Claim Selection	Option 1	Option 2	No Selection (Claim Submitted)	No Selection (No Claim)	Estimated Payment No Selection (No Claim)
A	\$ 544,483,818.58	\$ 534,151,818.58	\$ 10,330,000.00	\$ 2,000.00	29,775	\$ 29,775,000.00
B	\$ 642,561.36	\$ 314,561.36	\$ 325,000.00	\$ 3,000.00	1,016	\$ 1,016,000.00
C	\$ 1,282,169.10	\$ 768,169.10	\$ 514,000.00		1,480	\$ 1,480,000.00
D	\$ 12,978,755.05			\$ 12,978,755.05		
E	\$ 6,402,710.92			\$ 6,402,710.92		
F					7,759	\$ 16,331,936.17
G					6,392	\$ 18,669,554.66
H					159	\$ 27,887.11
Total	\$ 565,790,015.01	\$ 535,234,549.04	\$ 11,169,000.00	\$ 19,386,465.97	46,581	\$ 67,300,377.94
Count of Claims	30,042	15,415	11,169	3,458	46,581	76,623

Total Estimated Payments \$ 633,090,392.95

Claim Type	Option 1	Option 2	No Selection	Total
Cat A Claim Form	362	161	2	525
Cat A Web Claim	15,005	10,169		25,174
Total	15,367	10,330	2	25,699
Cat B Claim Form	3	121	3	127
Cat B Web Claim	13	204		217
Total	16	325	3	344
Cat C Claim Form	12	179		191
Cat C Web Claim	20	335		355
Total	32	514	-	546
Cat D Claim Form			12	12
Cat D Web Claim			1,608	1,608
Total	-	-	1,620	1,620
Cat E Claim Form			13	13
Cat E Web Claim			1,820	1,820
Total	-	-	1,833	1,833
Grand Total	15,415	11,169	3,458	30,042

Attachment 22

Wedding v. CalPERS
P.O. Box 6790
Portland, OR 97228-6790

**BARCODE
NO-PRINT
ZONE**

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. 2882

**This is an Important
Reminder About the CalPERS
Long-Term Care Class Action
Settlement.**

UPCOMING DEADLINES:
Please respond by June 6, 2023.

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

Barcode No-Print Zone

**URGENT REMINDER – DEADLINE SOON
APPROACHING IN CALPERS LONG-TERM CARE
CLASS ACTION SETTLEMENT
[CATEGORY A]**

You were previously sent Notice regarding a New Settlement in the matter of *Wedding v. CalPERS*. Under the Settlement, you were given two options: to surrender your CalPERS LTC Policy in exchange for a refund equal to 80% of all the premiums you have paid to CalPERS (less benefits received) (Option 1); or to keep your CalPERS LTC Policy, receive a \$1,000 cash payment, and be subject to a rate freeze until November 1, 2024 (Option 2). **If you intend to elect Option 2, you are not required to take any further action.** However, if you intend to elect Option 1 and receive the premium refund, you **must** visit the Settlement website and make this election. To date, it does not appear that you have made an election. The deadline to make an election is **June 6, 2023.**

If you have any questions or need further information about your options under the Settlement, please visit www.CalPERSLTCClassAction.com or call 1-866-217-8056.

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<TN>>

Attachment 23

Wedding v. CalPERS
P.O. Box 6790
Portland, OR 97228-6790

**BARCODE
NO-PRINT
ZONE**

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. 2882

**This is an Important
Reminder About the
CalPERS Long-Term Care
Class Action Settlement.**

UPCOMING DEADLINES:
Please respond by
June 6, 2023.

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

Barcode No-Print Zone

URGENT REMINDER – DEADLINE SOON APPROACHING IN CALPERS LONG-TERM CARE CLASS ACTION SETTLEMENT [CATEGORY D and E]

You were previously sent Notice regarding a New Settlement in the matter of *Wedding v CalPERS*. Under the Settlement, you must submit a Lapse Form through the Settlement website to receive an award. To date, it does not appear that you have submitted the Lapse Form. The deadline for submitting the form is **June 6, 2023**. If you do not visit the website and submit the Lapse Form by the deadline, you will not be entitled to receive a payment under the Settlement. If you are the heir or authorized individual of a policyholder who has died, you may fill out the Lapse Form on their behalf and submit the Lapse Form online.

If you have any questions or need further information about your options under the Settlement, please visit www.CalPERSLTCClassAction.com or call 1-866-217-8056.

Unique ID: <<Unique ID>>

PIN: <<PIN>> Tracking Number: <<TN>>

Attachment 24

Dear \$\$FirstName1\$\$,

You were previously sent Notice regarding a New Settlement in the matter of *Wedding v. CalPERS*. Under the Settlement, you were given two options: to surrender your CalPERS LTC Policy in exchange for a refund equal to 80% of all the premiums you have paid to CalPERS (less any benefits received) (Option 1); or to keep your CalPERS LTC Policy, receive a \$1,000 cash payment, and be subject to a rate freeze until November 1, 2024 (Option 2). **If you intend to elect Option 2, you are not required to take any further action.** However, if you intend to elect Option 1 and receive the premium refund, you **must** visit the Settlement website and make this election. To date, it does not appear that you have made an election. The deadline to make an election is **June 6, 2023**. Your login credentials are below.

Unique ID: \$\$UniqueID\$\$

PIN: \$\$PIN\$\$

Tracking Number: \$\$TrackingNumber\$\$

The following document containing details about the New Settlement is enclosed with this email:

- Notice of Class Action Settlement

If you have any questions or need further information about your options under the Settlement, please visit www.CalPERSLTCClassAction.com or call 1-866-217-8056.

Thank you,
CalPERS LTC Class Action
Settlement Administrator

Attachment 25

Wedding v. CalPERS
P.O. Box 6790
Portland, OR 97228-6790

**BARCODE
NO-PRINT
ZONE**

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. 2882

**This is an Important
Reminder About the CalPERS
Long-Term Care Class Action
Settlement.**

UPCOMING DEADLINES:
Please respond by June 6, 2023.

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

Barcode No-Print Zone

**URGENT REMINDER – DEADLINE SOON
APPROACHING IN CALPERS LONG-TERM CARE
CLASS ACTION SETTLEMENT
[CATEGORY A]**

You were previously sent Notice regarding a New Settlement in the matter of *Wedding v. CalPERS*. Under the Settlement, you were given two options: to surrender your CalPERS LTC Policy in exchange for a refund equal to 80% of all the premiums you have paid to CalPERS (less benefits received) (Option 1); or to keep your CalPERS LTC Policy, receive a \$1,000 cash payment, and be subject to a rate freeze until November 1, 2024 (Option 2). **If you intend to elect Option 2, you are not required to take any further action.** However, if you intend to elect Option 1 and receive the premium refund, you **must** visit the Settlement website and make this election. To date, it does not appear that you have made an election. The deadline to make an election is **June 6, 2023.**

If you have any questions or need further information about your options under the Settlement, please visit www.CalPERSLTCClassAction.com or call 1-866-217-8056.

Unique ID: <<Unique ID>>

PIN: <<PIN>>

Tracking Number: <<TN>>

Attachment 26

Subject Line: Important Reminder About the CalPERS Long-Term Care Class Action Settlement

Content:

Dear \$\$FirstName1\$\$,

You were previously sent notice regarding a New Settlement in the matter of *Wedding v. CalPERS*. Under the Settlement, you must submit a Lapse Form through the Settlement website to receive an award. To date, it does not appear that you have submitted the Lapse Form. The deadline for submitting the form is **June 6, 2023**. If you do not visit the website and submit the Lapse Form by the deadline, you will not be entitled to receive a payment under the settlement. If you are the heir or authorized individual of a policyholder who has died, you may fill out the Lapse Form on their behalf and submit the lapse from online. Your log in credentials are as follows:

Unique ID: \$\$UniqueID\$\$

PIN: \$\$PIN\$\$

Tracking Number: \$\$TrackingNumber\$\$

The following document containing details about the New Settlement is enclosed with this email:

- Notice of Class Action Settlement

If you have any questions or need further information about your options under the Settlement, please visit www.CalPERSLTCClassAction.com or call 1-866-217-8056

Thank you,
CalPERS LTC Class Action
Settlement Administrator

Attachment 27

Dear \$\$FirstName1\$\$,

This is a reminder regarding the CalPERS Long-Term Care Class Action Settlement. Records from the Settlement Administrator indicate that you visited the settlement website but **DID NOT** make an on-line election indicating the relief you want under the Settlement.

If you do not submit an election, you will be deemed to have elected to keep your Long Term Care policy with CalPERS, you will receive a \$1,000 cash payment and a premium moratorium (Option 2). However, if you want to surrender your policy in exchange for an 80% premium refund (Option 1) **YOU MUST** submit an on-line claim (or mail in a form) by June 6, 2023.

When you successfully submit the claim on-line at www.calpersltcclassaction.com, you will be presented with a confirmation screen and a confirmation code and you will also receive an e-mail confirming your election. If you do not receive a confirmation code or an email, it means that your election was not successfully submitted. If this occurs, please contact us at 1-866-217-8056. Your login credentials are below.

Unique ID: \$\$UniqueID\$\$

PIN: \$\$PIN\$\$

Tracking Number: \$\$TrackingNumber\$\$

The following document containing details about the Settlement is enclosed with this email:

- Notice of Class Action Settlement

If you attempt to log on you may receive a message stating “A Claim has already been filed using your information.” This means you have successfully submitted a claim and you have no further action needed.

The deadline for submitting a claim is June 6, 2023.

If you have any questions or concerns, please call us at 1-866-217-8056.

Attachment 28

Dear \$\$FirstName1\$\$,

This is a reminder regarding the CalPERS Long-Term Care Class Action Settlement. Records from the Settlement Administrator indicate that you visited the settlement website but **DID NOT** submit an on-line Lapse Claim Form.

The failure to submit a Lapse Claim Form means that you will not receive any relief under the Settlement. If you are receiving this as the heir of a class member who passed away, you can fill out the Lapse Claim Form on behalf of the deceased policyholder. However, in order to receive any benefit from the settlement **YOU MUST** submit an on-line claim.

When you successfully submit the claim on-line at www.calpersltcclassaction.com, you will be presented with a confirmation screen and a confirmation code and you will also receive an e-mail confirming your election. If you do not receive a confirmation code or an email, it means that your election was not successfully submitted. If this occurs, please contact us at 1-866-217-8056. Your login credentials are below.

Unique ID: \$\$UniqueID\$\$

PIN: \$\$PIN\$\$

Tracking Number: \$\$TrackingNumber\$\$

The following document containing details about this Settlement is enclosed with this email:

- Notice of Class Action Settlement

If you attempt to log on you may receive a message stating “A Claim has already been filed using your information.” This means you have successfully submitted a claim and you have no further action needed.

The deadline for submitting a claim is June 6, 2023.

If you have any questions or concerns, please call us at 1-866-217-8056.

Attachment 29

Dear \$\$FirstName1\$\$,

This concerns your election in the Settlement of the CalPERS Long-Term Care Class Action.

Under the Settlement, you were given two options: to surrender your CalPERS LTC Policy in exchange for a refund equal to 80% of all the premiums you have paid to CalPERS (less benefits received) (Option 1); or to keep your CalPERS LTC Policy, receive a \$1,000 cash payment, and be subject to a rate freeze until November 1, 2024 (Option 2).

The records from the Settlement Administrator indicate that you logged on to the Settlement website but did not submit an election. This means that, by default, you are deemed to have elected Option 2. You will keep your Long-Term Care Policy, continue paying your premiums as usual, and receive a \$1,000 payment once the Settlement is approved by the Court and becomes Final.

If you have any questions or concerns, please call us at 1-866-217-8056.

Unique ID: \$\$UniqueID\$\$

Tracking Number: \$\$TrackingNumber\$\$

Attachment 30

Dear \$\$FirstName1\$\$,

You were previously sent Notice regarding a New Settlement in the matter of *Wedding v. CalPERS*. Under the Settlement, you must submit a Lapse Form through the Settlement website to receive an award.

Records from the Settlement Administrator indicate that you visited the Settlement website but did not submit a Lapse Form prior to the June 6, 2023, deadline. This means you will not be entitled to payment from the Settlement.

If this was a mistake, please contact us right away by visiting the Settlement website at www.CalPERSLTCClassAction.com, or by calling 1-866-217-8056.

Unique ID: \$\$UniqueID\$\$

Tracking Number: \$\$TrackingNumber\$\$