

and (vii) the binding effect of a class judgment on members under Rule 23(c)(3)." Fed. R. Civ. P. 23(c)(2)(B).

The notice provided to N14 Class members met those requirements. It described the proposed settlement, its terms, and the nature of the claim filed on behalf [*23] of the Class. See 92-4 Ex. A. It also described Class members' right to be excluded from the settlement, to object, and to be heard at the final fairness hearing. *Id.* at 1, 6, 7. The notice also advised Class members of the binding effect the settlement would have on individuals who did not opt out of the Class. *Id.* at 6. Though the hearing was rescheduled from its original date, see ECF No. 76, the notice informed Class members that "the date and time of the hearing are likely to change" and directed them to visit the settlement website or call the toll-free number for updated information. *Id.* at 7. Class members were also provided with email notice of the change in hearing date and claim submission deadlines. See ECF No. 107-1 ¶¶ 12.

Notice forms were emailed to 111,893 individuals and delivery failed for 631, for a 94 percent email success rate. ECF No. 107-1 ¶¶ 4-5. Notice forms were also mailed to 185,582 individuals, and 6,581 were returned as undeliverable, for a 96 percent success rate. *Id.* ¶¶ 3-3. The Court finds that the notice met the requirements of Fed. R. Civ. P. 23(c)(2)(B). See, e.g., *Weissman*, 2015 U.S. Dist. LEXIS 67477, 2015 WL 3384592, at *4 (Class notice was proper where Defendants mailed notice forms with 86 percent success rate).

III. The settlement is fair, reasonable, and adequate [*24]

A. Legal standard

District courts must review settlement terms in a class action and, "if the proposal would bind class members, the court may approve it only after a hearing and on finding that it is fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). The court "acts as a fiduciary, guarding the claims and rights of the absent class members." *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 593 (3d Cir. 2010). The Third Circuit Court of Appeals identified nine factors that bear on this analysis in *Girsh v. Jepsen*, 521 F.2d 153 (3d Cir. 1975):

- (1) the complexity and duration of the litigation;
- (2) the reaction of the class to the settlement;
- (3) the stage of the proceedings;
- (4) the risks of establishing liability;
- (5) the risks of establishing damages;
- (6) the risks of maintaining a class action;
- (7) the ability of the defendants to withstand a greater judgment;
- (8) the range of reasonableness of the settlement in light of the best recovery; and
- (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

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