

Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
Tarek H. Zohdy (SBN 247775)
Tarek.Zohdy@capstonelawyers.com
Cody R. Padgett (SBN 275553)
Cody.Padgett@capstonelawyers.com
Trisha K. Monesi (SBN 303512)
Trisha.Monesi@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiffs Michael Livingston
and Sharon McGill

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

MICHAEL LIVINGSTON and SHARON
MCGILL, individually, and on behalf of a class of
similarly situated individuals,

Plaintiffs,

v.

MITAC DIGITAL CORPORATION, a California
corporation,

Defendant.

Case No.: 4:18-cv-05993-JST

Hon. Jon S. Tigar

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT**

Date: November 4, 2020

Time: 2:00 p.m.

Place: Courtroom 6

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on November 4, 2020, at 2:00 p.m., in Courtroom 6 of the above-captioned Court, located at 1301 Clay Street, Oakland, California 94612, the Honorable Jon S. Tigar presiding, Plaintiffs Michael Livingston and Sharon McGill will, and hereby do, move this Court to: (1) enter an order finally approving the settlement described in the Settlement Agreement (Dkt. No. 62-1) preliminarily approved by the Court on April 29, 2020; (2) finally certify the Settlement Class; (3) enter a judgment to dismiss the action.

This Motion is based on: (1) this Notice of Motion and Motion; (2) the Memorandum of Points and Authorities in Support of Motion for Final Approval of Class Action Settlement; (3) the Declaration of Raul Perez; (4) the Declaration of Melinda Yang Regarding the Class Notice and Claims Administration; (5) the [Proposed] Order and [Proposed] Judgment filed concurrently herewith; (6) the records, pleadings, and papers filed in this action; and (7) on such other documentary and oral evidence or argument as may be presented to the Court at the hearing of this Motion.

Dated: September 30, 2020

Respectfully submitted,

By: /s/ Trisha K. Monesi

Raul Perez
Tarek H. Zohdy
Cody R. Padgett
Trisha K. Monesi
CAPSTONE LAW APC

Attorney for Plaintiffs Michael Livingston
and Sharon McGill

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	FACTS AND PROCEDURE	1
A.	Overview of the Litigation	1
B.	The Parties Conducted a Thorough Investigation of the Factual and Legal Issues	2
C.	The Parties Settled at a Mediation Before a Retired Judge.....	3
D.	The Settlement Class and the Principal Terms of the Settlement	3
	1. Composition of the Settlement Class	3
	2. Settlement Consideration	4
	3. Release by Plaintiffs and the Settlement Class.....	4
E.	The Notice and Claims Administration Processes Were Completed Pursuant to the Court’s Order	5
III.	ARGUMENT	6
A.	Class Certification Requirements Are Met.....	6
B.	The Court Should Grant Final Approval of the Class Settlement.....	6
	1. Class Representatives and Plaintiffs’ Counsel Have Adequately Represented the Class and the Settlement Was Negotiated at Arms’-Length	8
	2. The Settlement Provides Valuable Relief to the Class	8
	(a) The Relief Provided for the Class Is Fair, Adequate, and Reasonable Considering the Costs, Risks, and Delay of Trial and Appeal	9
	(b) The Method of Distribution, Attorneys’ Fees, and Other Agreements	11
	3. The Settlement Treats Class Members Equitably.....	12
	4. The Extent of Discovery Completed Supports Final Approval	12

1	5.	The Views of Experienced Counsel Should Be Accorded	
2		Substantial Weight	13
3	6.	The Reaction of Class Members to the Proposed Settlement.....	13
4	C.	The Settlement Satisfies the <i>Bluetooth</i> Factors.....	14
5	IV.	CONCLUSION	15

TABLE OF AUTHORITIES

FEDERAL CASES

<i>Adoma v. Univ. of Phoenix, Inc.</i> , 913 F. Supp. 2d 964 (E.D. Cal. 2012).....	8
<i>Allen v. Bedolla</i> , 787 F.3d 1218 (9th Cir. 2015)	7
<i>Amchem Prod., Inc. v. Windsor</i> , 521 U.S. 591 (1997).....	11
<i>Bayat v. Bank of the W.</i> , No. C-13-2376-EMC, 2015 WL 1744342 (N.D. Cal. Apr. 15, 2015).....	14
<i>Chambers v. Whirlpool Corp.</i> , 214 F. Supp. 3d 877 (C.D. Cal. 2016)	6, 9
<i>Class Plaintiffs v. City of Seattle</i> , 955 F.2d 1268 (9th Cir. 1992)	6
<i>Corson v. Toyota Motor Sales U.S.A., Inc.</i> , No. CV 12-8499-JGB (VBKx), 2016 WL 1375838 (C.D. Cal. Apr. 4, 2016)	9, 14
<i>Eisen v. Porsche Cars North American, Inc.</i> , No. 11-09405-CAS, 2014 WL 439006 (C.D. Cal. Jan. 30, 2014).....	12, 13
<i>Grannan v. Alliant Law Grp., P.C.</i> , No. C10-02803 HRL, 2012 WL 216522 (N.D. Cal. Jan. 24, 2012).....	14
<i>Hanlon v. Chrysler Corp.</i> , 150 F.3d 1011 (9th Cir. 1998)	6, 7
<i>Hensley v. Eckehart</i> , 461 U.S. 424 (1983)	15
<i>In re Bluetooth Headset Prods. Liab. Litig.</i> , 654 F.3d 935 (9th Cir. 2011)	14
<i>In re Extreme Networks, Inc. Sec. Litig.</i> , No. 15-04883, 2019 WL 3290770 (N.D. Cal. July 22, 2019).....	7
<i>In re Hyundai & Kia Fuel Econ. Litig.</i> , 926 F.3d 539 (9th Cir. 2019).....	6, 11
<i>In re LinkedIn User Privacy Litig.</i> , 309 F.R.D. 573 (N.D. Cal. 2015)	14
<i>In re Nexus 6P Prods. Liab. Litig.</i> , 293 F. Supp. 3d 888 (N.D. Cal. 2018)	10
<i>In re Online DVD-Rental Antitrust Litig.</i> , 779 F.3d 934 (9th Cir. 2015).....	8
<i>In re Pac. Enters. Sec. Litig.</i> , 47 F.3d 373 (9th Cir. 1995)	13
<i>In re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prod. Liab. Litig.</i> , 895 F.3d 597 (9th Cir. 2018).....	15

1	<i>Lane v. Facebook, Inc.</i> , 696 F.3d 811 (9th Cir. 2012)	9
2	<i>Linney v. Cellular Alaska Partnership</i> , 151 F.3d 1234 (9th Cir. 1998)	12
3	<i>Mazza v. Am. Honda Motor Co.</i> , 666 F.3d 581 (9th Cir. 2012)	11
4	<i>Milligan v. Toyota Motor Sales, U.S.A.</i> , No. 09-05418-RS, 2012 U.S. Dist. LEXIS 189782	
5	(N.D. Cal. Jan. 6, 2012)	13
6	<i>Moore v. Verizon Commc'ns Inc.</i> , No. 09-1823, 2013 WL 4610764 (N.D. Cal. Aug. 28,	
7	2013)	14
8	<i>Officers for Justice v. Civil Service Comm'n</i> , 688 F.2d 615 (9th Cir. 1982)	8
9	<i>Perez v. Asurion Corp.</i> , 501 F. Supp. 2d 1360 (S.D. Fla. 2007)	14
10	<i>Rodriguez v. West Pub. Corp.</i> , 463 F.3d 948 (9th Cir. 2009)	8, 9
11	<i>Rose v. Bank of Am. Corp.</i> , No. 5:11-CV-02390-EJD, 2014 WL 4273358 (N.D. Cal. Aug.	
12	29, 2014)	14
13	<i>Sadowska v. Volkswagen Group of America</i> , No. 11-00665-BRO, 2013 WL 9500948	
14	(C.D. Cal. Sep. 25, 2013)	9
15	<i>Simon v. Toshiba Am.</i> , No. C 07-06202 MHP, 2010 WL 1757956 (N.D. Cal. Apr. 30,	
16	2010)	14
17	<i>Spillman v. RPM Pizza, LLC</i> , No. CIV-A-10-349-BAJ, 2013 WL 2286076 (M.D. La. May	
18	23, 2013)	14
19	<i>Sullivan v. DB Invs., Inc.</i> , 667 F.3d 273 (3d Cir. 2011)	14
20	<i>Tomek v. Apple Inc.</i> , 636 F. App'x 712 (9th Cir. 2016)	10
21	<i>Warner v. Toyota Motor Sales U.S.A.</i> , No. 15-02171-FMO (C.D. Cal. May 21, 2017)	9
22	<i>Wilson v. Hewlett-Packard Co.</i> , 668 F.3d 1136 (9th Cir. 2012)	10
23	<i>Zakskorn v. Am. Honda Motor Co.</i> , No. 2:11-CV-02610-KJM, 2015 WL 3622990 (E.D.	
24	Cal. June 9, 2015)	9, 14
25		
26	FEDERAL STATUTES	
27	Fed. R. Civ. P. 23(a)	6, 7
28	Fed. R. Civ. P. 23(b)(3)	6, 11

1	Fed. R. Civ. P. 23(e)(2).....	7
2	Fed. R. Civ. P. 23(e)(2)(A).....	8
3	Fed. R. Civ. P. 23(e)(2)(B).....	8
4	Fed. R. Civ. P. 23(e)(2)(C).....	8
5	Fed. R. Civ. P. 23(e)(2)(D).....	12
6	Fed. R. Civ. P. 23(e)(3).....	12
7	Fed. R. Civ. Pro. 23(b)(3).....	11

SECONDARY AUTHORITIES

10	https://www.orrick.com/en/Practices/Class-Action-Defense	13
----	---	----

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On April 29, 2020, this Court granted preliminary approval of the Amended Joint Stipulation of Class Action Settlement and Release,¹ and approved distribution of the Notice of Class Action Settlement to all Class Members. Class Members were given 60 days to object to, or opt out of, the Settlement. Now that the 60-day deadline has passed, Plaintiffs Michael Livingston and Sharon McGill are pleased to report that no Class Members objected to the Settlement, and only four individuals opted out of the Settlement Class. (Declaration of Melinda Yang [“Yang Decl.”] ¶ 27.) Plaintiffs accordingly move the Court to grant this motion for final approval of the class action settlement. This motion is unopposed by Defendant MiTAC Digital Corporation (“Defendant”) (collectively with Plaintiffs, the “Parties”).

If approved, the Settlement will provide Class Members with immediate and valuable relief consisting of: (1) free map updates; (2) reimbursement for previously purchased Map Updates; and (3) notice of Magellan’s terms and conditions (as explained in the FAQ), and that the terms and conditions do not apply to RoadMate Navigators with Free Lifetime Map Updates purchased before June 30, 2019. Plaintiffs and their counsel believe the Settlement is fair and reasonable, and provides Class Members similar, if not superior, remedies to what they could otherwise have expected to receive if the case had been successfully tried, but without the delay and risks associated with continued litigation and trial.

By granting preliminary approval, this Court has already determined that the Settlement is fair and reasonable, subject to objections. With no objections to the Settlement, the Court’s preliminary assessment has been separately endorsed by the Settlement Class. Accordingly, the Court should grant final approval.

II. FACTS AND PROCEDURE

A. Overview of the Litigation

Since at least 2010, Defendant designed, manufactured, marketed, distributed, and sold Magellan RoadMate Navigator GPS devices with “free lifetime map updates” (“Magellan RoadMate FLM” or “devices”).² (*See* First Amended Complaint (Dkt. 21) (“FAC”) ¶ 29.) Under Defendant’s original policy,

¹ Hereinafter, the “Settlement” or “Settlement Agreement.” Unless indicated otherwise, capitalized terms used herein have the same meaning as those defined by the Settlement Agreement.

² Defendant also manufactured, marketed, distributed, and sold Magellan RoadMate Navigator

1 purchase of a device “entitles” owners to “up to four (4) map updates per year, for the life of the GPS
2 receiver or until Magellan no longer receives relevant map data.” (*Id.* ¶ 32.)

3 In June 2018, Defendant changed the Terms and Conditions of its lifetime map subscriptions to
4 state, “lifetime refers to the useful lifetime of the device, considered to be 3 (three) years from the date of
5 manufacture.”³ (FAC ¶ 4, 36.) After the self-designated 3-year “lifetime of the device” period, Plaintiffs
6 and other owners of Magellan RoadMate FLM devices were required to pay for each map update. (FAC ¶
7 5, 11, 17, 35.)

8 Plaintiffs filed this class action in the United States District Court for the Northern District of
9 California on September 28, 2018. (Dkt. 1.) The operative FAC asserts claims for: (1) violations of
10 California’s Consumers Legal Remedies Act (“CLRA”); (2) violations of Unfair Competition Law,
11 California Business & Professions Code sections 17200, *et seq.* (“UCL”); (3) breach of express warranty
12 pursuant to California Commercial Code section 2313; (4) breach of written warranty pursuant to the
13 Magnuson-Moss Warranty Act; (5) trespass to chattels; and (6) unjust enrichment. Although the operative
14 FAC alleges six causes of action, they are all predicated on these operative facts—that Defendant marketed
15 and sold the devices with “free lifetime map updates,” but stopped providing free lifetime map updates
16 after only three years, when it began to charge for updates instead.

17 **B. The Parties Conducted a Thorough Investigation of the Factual and Legal Issues**

18 The Settlement is the product of informed negotiations following extensive investigation by
19 Plaintiffs’ Counsel. Before and after filing the Complaint, Plaintiffs’ Counsel investigated and researched
20 the claims of Plaintiffs and Class Members relating to the “free lifetime map updates” offered in
21 connection with Defendant’s devices. (Declaration of Raul Perez [“Perez Decl.”] ¶ 4.)

22 After filing the complaint, Plaintiffs’ investigation entailed an exchange of information pursuant to
23 formal and informal discovery methods, including document requests and the deposition of Defendant’s
24 corporate representative pursuant to Fed. R. Civ. P. 30(b)(6). Plaintiffs’ discovery and investigation
25 focused on identifying the universe of models of the Magellan RoadMate FLM devices and determining

26 _____
27 GPS devices without the “free lifetime map updates” feature. Consumers of such devices would have to
28 pay to update the maps. Such consumers are not putative class members in this action.

³ In or around August 2018 the FAQ was changed to state that “lifetime refers to the useful lifetime
of the device, considered to be three (3) years from the date of first use.” (FAC ¶ 5.)

1 which of those devices were, and are still able, to download and use new map updates. (Perez Decl. ¶ 5.)

2 Plaintiffs also requested and received evidence concerning the: (1) number of devices sold by
3 Defendant in the United States during the Class Period; (2) the number of devices shipped to third-party
4 distributors during the Class Period; (3) the number of Eligible Devices that were registered to Defendant,
5 and Defendant's ability to identify Class Members through those registration records; and (4) all details and
6 communications to Class Members regarding Defendant's June 2018 FAQ (the "FAQ"), which purported
7 to limit the "useful lifetime" of the devices purchased by lifetime subscribers to 3 years. (Perez Decl. ¶ 6.)

8 The extensive document and information exchanges allowed Plaintiffs' Counsel to appreciate the
9 strengths and weaknesses of the claims alleged against Defendant and the benefits of the proposed
10 Settlement. (Perez Decl. ¶ 7.)

11 **C. The Parties Settled at a Mediation Before a Retired Judge**

12 Prior to their mediation, the Parties engaged in several months of preliminary settlement
13 negotiations, during which they discussed the tentative terms and the structure of proposed class action
14 settlement. Then, on May 8, 2019, the Parties attended a day-long mediation before the Honorable Jay C.
15 Gandhi (Ret.) at JAMS. With Judge Gandhi's assistance, the Parties were able to negotiate a complete
16 settlement of all claims at issue. (Perez Decl. ¶ 8.)

17 Plaintiffs filed a motion for preliminary approval of the settlement on July 12, 2019. (Dkt. 45.) The
18 Court found the matter suitable for disposition without oral argument. (Dkt. 51.) The Court then issued an
19 Order on December 4, 2019, outlining a number of deficiencies in the settlement and the motion for
20 preliminary approval. (Dkt. 55.) In response to the Order, the Parties amended the settlement to address the
21 Court's concerns. The Court preliminarily approved the amended settlement on April 29, 2020.

22 **D. The Settlement Class and the Principal Terms of the Settlement**

23 **1. Composition of the Settlement Class**

24 The Settlement defines the Settlement Class as "all persons who purchased an Eligible Device in
25 the United States of America at any time within the Class Period." (Settlement Agreement ¶ 4.) An
26 "Eligible Device" is defined as "a Magellan RoadMate Navigator device purchased with Free Lifetime
27 Map Updates purchased within the Class Period." (*Id.* ¶ 11.) The Class Period is defined as September 28,
28 2014 to June 30, 2019. (*Id.* ¶ 6.) The Settlement Class only releases claims accruing through June 30,

2019.⁴ (Settlement Agreement ¶ 19.)

The Settlement Class includes those individuals who purchased a device in the U.S., as opposed to all individuals in the U.S. who purchased a device. The location of the purchase rather than the location of the customer is key in identifying the maximum number of potential class members, i.e. those who purchased a device in the United States and were exposed to the alleged advertising as described in Plaintiffs’ operative complaint.

2. Settlement Consideration

Plaintiffs and Defendant have agreed that Class Members will receive three principal kinds of consideration: (1) free map updates; (2) reimbursement for previously purchased Map Updates; and (3) notice of Magellan’s terms and conditions (as explained in the FAQ), and that the terms and conditions do not apply to RoadMate Navigators with Free Lifetime Map Updates purchased before June 30, 2019. Class Members who paid out-of-pocket for map updates are also eligible for cash reimbursements. (Settlement Agreement ¶ 29.)

3. Release by Plaintiffs and the Settlement Class

In exchange for the settlement consideration, Class Members who do not opt out will agree to release all claims arising out of the FAC during the Class Period. The Settlement Agreement defines “Released Claims” as:

[A]ll claims, rights, demands, liabilities, losses, obligations, damages, penalties, interests, actions, liens, suits, judgments, indebtedness, costs, fees, expenses, restitution, debts, controversies, causes of action and all other legal responsibilities of any form or nature whatsoever which Plaintiffs and Class Members have or may have arising out of or relating to any allegations made in the Action or any legal theories that could have been raised based on the allegations in the Action during the Class Period.

⁴ The significance of June 30, 2019 is as follows: At the beginning of the Class Period, Defendant represented that Eligible Devices would be eligible for “free lifetime map updates.” On June 18, 2018, however, Magellan posted an FAQ to its website which narrowly defined “lifetime map subscription” to mean only *three years* from the date of manufacture. Magellan’s plan was to disseminate this narrower definition for “lifetime map subscriptions” to consumers via updates to its website and marketing materials, and packaging, and to instruct third-party resellers and distributors to similarly update their websites, marketing materials, and packaging to notify consumers of how Magellan had defined, or re-defined, the term “lifetime map subscription.” Magellan estimated that the process of completely disseminating this new definition to the public via the above changes and updates would be complete as of June 30, 2019. The Parties accordingly agreed that the revised terms and conditions contained in the FAQ—i.e., limiting free map subscriptions to three years from the date of manufacture—would not apply to RoadMate Navigators with “Free Lifetime Map Updates” purchased *before* June 30, 2019.

(Settlement Agreement ¶ 19.)

E. The Notice and Claims Administration Processes Were Completed Pursuant to the Court's Order

Pursuant to the Court's Order preliminarily approving the Settlement Agreement, the Parties engaged CPT Group, Inc. ("CPT") to provide settlement administration services. (Yang Decl. ¶ 2.) CPT's duties have included, *inter alia*: (1) emailing the Notice of Class Action Settlement ("Notice") to all Class Members for whom Defendant had an email address on record; (2) developing the settlement website and administering the online claims submission portal (*see* <https://www.magellanroadmatesettlement.com>); (3) publishing a summary of the Notice via the PR Newswire; (4) publishing a summary of the Notice via The Mercury News; (4) publishing an audio version of a short form of the Notice via Pandora.com; (5) processing Claim Forms and Requests for Exclusion; and (6) providing weekly reports to counsel for the Parties. (*Id.* at ¶ 3.)

On April 29, 2020, CPT received the Class Notice prepared jointly by Plaintiffs' Counsel and counsel for Defendant and approved by the Court. The Class Notice summarized the Settlement's principal terms, and advised Class Members about how to submit claims, opt out of the Settlement Class, and object to the Settlement, and the applicable deadlines for each option. (*Id.*) Separately, counsel for Defendant provided CPT with the Class List.

On June 19, 2020, CPT commenced the notice plan as outlined in the Settlement and the Court's Order Granting the Motion for Preliminary Approval of the Class Action Settlement. (*Id.* at ¶ 18.) CPT disseminated long and short-form versions of the Notice by email and publication notice. Class Members were given 60 days to opt out or object to the Settlement. Plaintiffs are pleased to report that only four Class Members opted out of the Settlement Class, and no Class Members have objected to the Settlement. (*Id.* at ¶ 27.)

With respect to the claims process, and in addition to their having already received the Court-approved Class Notice, Defendant also directly emailed all individuals who might be Class Members and who paid for updates during the Class Period ("Reimbursement Class Members") to advise them that they may be eligible for reimbursement, and to encourage them to submit a claim form to CPT. For context, Defendant represented to Plaintiffs that while it can identify all individuals who might be Class Members

1 who paid for updates during the Class Period (approximately 528), it is not able to determine whether the
 2 updates were purchased for Eligible Devices (i.e., although the updates were purchased during the Class
 3 Period, it is possible that the updates were for other devices without the “free lifetime map updates” feature,
 4 see footnote 2, *supra*), or whether the devices were purchased within the United States during the Class
 5 Period. The Settlement accordingly required Class Members to verify via the claims process that the update
 6 was for an Eligible Device purchased in the United States during the Class Period.

7 To date, a total of approximately 2% of Reimbursement Class Member have submitted valid
 8 claims for reimbursement. (Yang Decl. ¶ 32.) MiTAC is in the processing of disseminating a third targeted
 9 email to Reimbursement Class Members to remind them that they can still submit claims for
 10 reimbursement.

11 **III. ARGUMENT**

12 **A. Class Certification Requirements Are Met**

13 The Court certified the Class for settlement purposes upon Preliminary Approval, finding that
 14 requirements under Rule 23(a) and Rule 23(b)(3) are satisfied. (*See* Dkt. No. 65.) Nothing has changed that
 15 would affect the Court’s ruling on class certification. *See Chambers v. Whirlpool Corp.*, 214 F. Supp. 3d
 16 877 (C.D. Cal. 2016) (reconfirming the certification set forth in the preliminary approval order “[b]ecause
 17 the circumstances have not changed” since that order); *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d
 18 539, 556 (9th Cir. 2019) (en banc) (courts must apply the criteria for class certification “differently in
 19 litigation classes and settlement classes”). Therefore, the Court should grant final certification of the
 20 settlement class.

21 **B. The Court Should Grant Final Approval of the Class Settlement**

22 Upon final approval, the Court’s duty is to determine whether the proposed Settlement is
 23 “fundamentally fair, adequate, and reasonable.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir.
 24 1998). In evaluating the Settlement, the Court is guided by several important policies. First, federal courts
 25 favor settlements, particularly in class actions, where the costs, delays and risks of continued litigation
 26 might otherwise overwhelm any potential benefit the class could hope to obtain. *See Class Plaintiffs v. City*
 27 *of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992) (noting the “strong policy that favors settlements,
 28 particularly where complex class action litigation is concerned”). Second, for settlements reached through

1 arms'-length negotiations, courts are to give:

2 [P]roper deference to the private consensual decision of the parties. . . . [T]he
3 court's intrusion upon what is otherwise a private consensual agreement
4 negotiated between the parties to a lawsuit must be limited to the extent
5 necessary to reach a reasoned judgment that the agreement is not the product
6 of fraud or overreaching by, or collusion between, the negotiating parties,
7 and that the settlement, taken as a whole, is fair, reasonable and adequate to
8 all concerned.

9 *Hanlon*, 150 F.3d at 1027.

10 Guided by these policies, the district court then may consider some or all of the following factors in
11 evaluating the reasonableness of a settlement: (1) the strength of the plaintiff's case and the risk, expense,
12 complexity, and likely duration of further litigation; (2) the risk of maintaining class action status
13 throughout trial; (3) the amount offered in settlement; (4) the extent of discovery completed and the stage
14 of proceedings; (5) the participation of a governmental participant; (6) the experience and views of counsel;
15 and (7) the reaction of class members. *See Hanlon*, 150 F.3d at 1026 ("*Hanlon* factors").

16 The recent amendments to Rule 23 direct the Court to consider a similar list of factors, including
17 whether: (A) the class representatives and class counsel have adequately represented the class; (B) the
18 proposal was negotiated at arm's length; (C) the relief provided for the class is adequate, taking into
19 account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of
20 distributing relief to the class, including the method of processing class-member claims; (iii) the terms of
21 any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be
22 identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other.
23 FED. R. CIV. P. 23(e)(2). The Advisory Committee's notes clarify that this list of factors does not "displace"
24 the *Hanlon* factors, "but instead aim to focus the court and attorneys on 'the core concerns of procedure
25 and substance that should guide the decision whether to approve the proposal.'" *In re Extreme Networks,*
26 *Inc. Sec. Litig.*, No. 15-04883, 2019 WL 3290770, at *6 (N.D. Cal. July 22, 2019) (quoting FED. R. CIV. P.
27 23(e)(2) advisory committee's note to 2018 amendment).

28 Additionally, for class action settlements prior to contested certification, the Ninth Circuit further
requires that the Court scrutinize the settlement even more closely, applying the so-called *Bluetooth* factors.
See In re Bluetooth Headset Prods. Liab. Litig., 654 F.3d 935, 938 (9th Cir. 2011); *Allen v. Bedolla*, 787
F.3d 1218, 1224 (9th Cir. 2015). As set forth below, the Settlement satisfies all of these factors, meriting

1 final approval.

2 **1. Class Representatives and Plaintiffs' Counsel Have Adequately Represented**
 3 **the Class and the Settlement Was Negotiated at Arms'-Length**

4 Under Rule 23(e)(2)(A)-(B), the Court considers whether Plaintiffs and Plaintiffs' Counsel
 5 adequately represented the class and whether the proposed settlement was negotiated at arm's length. Both
 6 factors are amply satisfied. There is no suggestion of a conflict between the Class Representatives and
 7 Plaintiffs' Counsel on the one hand, and Class Members on the other. *In re Online DVD-Rental Antitrust*
 8 *Litig.*, 779 F.3d 934, 942 (9th Cir. 2015) (conflict cannot be "speculative" or "trivial" but must go to "the
 9 heart of the litigation"). Plaintiffs and Plaintiffs' Counsel have vigorously pursued the claims on behalf of
 10 the Class, adducing important facts regarding Defendant's at-issue representations concerning "free
 11 lifetime updates," litigating the matter and opposing Defendant's motion to dismiss, and negotiating a
 12 valuable Settlement to deliver immediate relief to the Class.

13 Rule 23(e)(2)(B) is also satisfied, as the Settlement is the product of arm's length negotiations after
 14 a mediation before a distinguished mediator and jurist, the Hon. Jay C. Gandhi (Ret.) of JAMS.

15 **2. The Settlement Provides Valuable Relief to the Class**

16 Under Rule 23(e)(2)(C), the Court is to examine the relief to the Class in light of the costs, risks,
 17 and delay of trial and appeal, the effectiveness of any proposed method of distributing relief to the class,
 18 including the method of processing class-member claims, the terms of any proposed award of attorney's
 19 fees, including timing of payment; and any agreement required to be identified. This overlaps with first
 20 three *Hanlon* factors, the strength of the plaintiff's case balanced against the risk, expense, complexity and
 21 likely duration of further litigation, the risk of maintaining class certification through trial, and the amount
 22 of settlement. In evaluating these considerations, a court assesses "objectively the strengths and weaknesses
 23 inherent in the litigation and the impact of those considerations on the parties' decisions to reach [a
 24 settlement]." *Adoma v. Univ. of Phoenix, Inc.*, 913 F. Supp. 2d 964, 975 (E.D. Cal. 2012). However, there
 25 is "no single formula" to be applied. *Rodriguez v. West Pub. Corp.*, 463 F.3d 948, 965 (9th Cir. 2009).

26 In assessing the settlement's value, courts are instructed to take into account that "the very essence
 27 of a settlement is compromise, 'a yielding of absolutes and an abandoning of highest hopes.'" *Officers for*
 28 *Justice v. Civil Service Comm'n*, 688 F.2d 615, 624 (9th Cir. 1982) (citations omitted). But this Court

“put[s] a good deal of stock in the product of an arms-length, non-collusive negotiated resolution, and ha[s] **never prescribed a particular formula** by which that outcome must be tested.” *Rodriguez*, 563 F.3d at 965 (internal citations omitted; emphasis added). The Court “need not include a specific finding of fact as to the potential recovery for each of the plaintiffs’ causes of action.” *Lane v. Facebook, Inc.*, 696 F.3d 811, 823 (9th Cir. 2012). Indeed, *Lane* expressly rejected any requirement that district courts calculate the value of the claims—explaining that “not only would such a requirement be onerous, it would often be impossible... [since] the amount of damages of a given plaintiff (or class of plaintiffs) has suffered in a question of fact that must be proved at trial.” *Id.*⁵

(a) The Relief Provided for the Class Is Fair, Adequate, and Reasonable Considering the Costs, Risks, and Delay of Trial and Appeal

As discussed above, the Settlement is fair and reasonable in light of the risks of continued litigation and the strengths of Defendant’s defenses to the merits of the claims. The Court will recall that Defendant moved to dismiss Plaintiffs’ claims (as alleged in the First Amended Complaint) on January 7, 2019, and at the April 24, 2019 case management conference, the Court indicated that it was inclined to dismiss Plaintiffs’ federal and state warranty claims with prejudice. Defendant further argued that Plaintiffs’ CLRA and UCL claims had to be dismissed because Plaintiffs failed to allege with specificity that it made any fraudulent representation or omission at the time of sale.

The CLRA prohibits “unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or that results in the sale or lease of goods or services to any consumer.” Cal. Civ. Code § 1770(a). “[U]nder the CLRA, plaintiffs must sufficiently

⁵ Accordingly, courts, in evaluating automotive defect settlements, do not require the plaintiff to present speculative measures of the maximum value of the action upon a successful trial. *See, e.g., Warner v. Toyota Motor Sales U.S.A.*, No. 15-02171-FMO (C.D. Cal. May 21, 2017), Dkt. No. 140, at *13 (granting final approval without a maximum valuation, noting that settlements involve “abandoning of highest hopes”); *Corson v. Toyota Motor Sales U.S.A.*, No. 12-8499-JGB, 2016 WL 1375838, *7 (C.D. Cal. Apr. 4, 2016) (granting final approval, based in part, on “substantial recovery” that class members would receive as a result of the settlement); *See also Chambers*, 214 F. Supp. 3d at 888-89 (no valuation required to approve consumer class action settlement); *Zaskorn v. Am. Honda Motor Co.*, No. 11-02610-KJM, 2015 WL 3622990, at *8 (E.D. Cal. June 9, 2015) (same); (finding that settlement provides adequate compensation without requiring extensive valuation); *Sadowska v. Volkswagen Group of America*, No. 11-00665-BRO, 2013 WL 9500948, *4 (C.D. Cal. Sep. 25, 2013) (same).

1 allege that a defendant was aware of a defect at the time of sale to survive a motion to dismiss.” *Wilson v.*
 2 *Hewlett-Packard Co.*, 668 F.3d 1136, 1145 (9th Cir. 2012). The UCL prohibits any “unlawful, unfair or
 3 fraudulent business act or practice.” Cal. Bus. & Prof. Code § 17200. UCL claims deriving from CLRA
 4 violations also depend upon the defendant’s knowledge at the time of sale. *Wilson*, 668 F.3d at 1145-46 &
 5 n.5.

6 Defendant claimed that Plaintiffs’ allegation that it “knew the Magellan RoadMate FLM
 7 navigation devices did not possess the characteristics and benefits as represented and were not of the
 8 particular standard, quality or grade as represented” was not sufficiently specific to plead Defendant’s
 9 knowledge at the time Plaintiffs purchased their RoadMate devices. *See Wilson*, 668 F.3d at 1146-47
 10 (finding that plaintiffs’ “generalized assertion” of defendant’s knowledge of an alleged defect was “merely
 11 conclusory”); *Tomek v. Apple Inc.*, 636 F. App’x 712, 713 (9th Cir. 2016) (finding that plaintiff “has not
 12 alleged specific facts that ‘allow[] the court to draw the reasonable inference’ that Apple knew it was
 13 issuing misleading advertisements at the time Tomek purchased his laptop”). Defendant also argued that
 14 Plaintiffs’ allegations of consumer complaints were not sufficient to show its “awareness of its unlawful
 15 conduct.” Complaint ¶ 35; *see also In re Nexus 6P Prods. Liab. Litig.*, 293 F. Supp. 3d 888, 909 (N.D. Cal.
 16 2018) (“[A] handful of complaints do not, by themselves, plausibly show that Huawei or Google had
 17 knowledge of the defects and concealed the defects from customers.”).

18 Defendant further challenged the sufficiency of Plaintiffs’ CLRA letter, as it claimed that Plaintiffs
 19 had not provided specific notice that the alleged CLRA violations extended to any other particular
 20 RoadMate models. Specifically, Defendant claimed that the CLRA notice identified only one RoadMate
 21 5230-LM product, rather than CLRA Notice makes no reference to the twenty other RoadMate products
 22 that Plaintiffs purport to include in their class claims. *See Complaint* ¶ 1, n.1.

23 Finally, Defendant argued that under Ninth Circuit law, consumer protection claims must be
 24 governed by the law of the jurisdiction in which each purchase occurred. On this basis, Defendant argued
 25 that Plaintiffs could not assert California claims on behalf of putative class members who purchased
 26 RoadMate devices outside California.

27 In addition to its defenses to the merits of Plaintiffs’ claims, Defendant thus also argued that
 28 Plaintiffs’ claims were not appropriate for class certification, particularly under *Mazza v. Am. Honda Motor*

Co., 666 F.3d 581, 590 (9th Cir. 2012).⁶ Specifically, for proposed nationwide litigation classes seeking certification under Rule 23(b)(3) and alleging state law violations, the district court must consider whether variations in state law swamp any common issues and defeat predominance, which is fatal to class certification. *Mazza* considered Honda’s challenge to a district court’s decision to certify a nationwide class of consumers claiming that Honda had misrepresented material information about Acura RLs. Honda contended that the district court erred in certifying the class under Rule 23(b)(3) because California’s consumer protection statutes could not be applied to a nationwide class with members in 44 jurisdictions, and therefore plaintiffs had not demonstrated that the questions of law or fact common to class members predominated over any questions affecting only individual members. The Ninth Circuit agreed, holding that under California’s governmental interest test, class members’ consumer protection claims had to be governed by the laws of the jurisdictions in which the transactions took place. If the Court had applied *Mazza* to the facts of this case, Plaintiffs would have encountered considerable difficulty certifying their claims under the CLRA and UCL.

In light of the above defenses and risks of continued, Plaintiffs determined that the relief provided by the Settlement is fair, adequate, and reasonable.

(b) The Method of Distribution, Attorneys’ Fees, and Other Agreements

Under Rule 23(e)(2)(C)(ii)-(iv), the Court is to review the method of distribution, attorneys’ fees and the existence of other agreements. Here, the Parties negotiated the requested awards of attorneys’ fees, litigation costs, and incentive awards after they negotiated the terms of the class relief and remedies. Pursuant to those discussions, and with the assistance and recommendation of Judge Ghandi, it was agreed that Plaintiffs would seek no more than \$320,000 in attorneys’ fees and costs, and no more than \$2,500,

⁶ *Mazza* involved a litigation class, where the application of the laws of dozens of jurisdictions presented significant trial manageability issues, militating against a predominance finding. But under longstanding authority, *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591 (1997), settlement classes can be certified without regard to manageability problems—none exist because the case has settled. And per the Ninth Circuit’s decision in *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 556 (9th Cir. 2019) (en banc), the onus is on the “foreign law proponent” to show that California law materially differs from, and conflicts with, the foreign law, and that the foreign state’s interests would be more impaired than California’s under the governmental interest test. *Id.* at 561. Here, there is no “foreign law proponent.”

each, for Plaintiffs' incentive awards. (Settlement Agreement ¶¶ 30, 31.)

No other agreements have been made in connection with this Settlement under Rule 23(e)(3).

3. The Settlement Treats Class Members Equitably

The Rule 23(e)(2) factor turns on whether the proposed settlement "treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2)(D). "Matters of concern could include whether the apportionment of relief among class members takes appropriate account of differences among their claims, and whether the scope of the release may affect class members in different ways that bear on the apportionment of relief." Fed. R. Civ. P. 23(e)(2)(D), Advisory Committee's Notes.

Here, the Settlement treats all Class Members equally. All Class Members who register are entitled to free map updates and any Class Members who already paid for updates are eligible to request a refund with interest. No segment of the Class is given preferential treatment. Moreover, as discussed below, the incentive awards sought by Plaintiffs are modest and well within the awards presumed reasonable in this district.

4. The Extent of Discovery Completed Supports Final Approval

Courts may also consider the extent of discovery and the current stage of the litigation to evaluate whether parties have sufficient information to make an informed decision to settle the action. *See Linney v. Cellular Alaska Partnership*, 151 F.3d 1234, 1239 (9th Cir. 1998). A settlement negotiated at an earlier stage in the litigation will not be denied so long as sufficient investigation has been conducted. *Eisen v. Porsche Cars N. Am.*, No. 11-09405-CAS, 2014 WL 439006 (C.D. Cal. Jan. 30, 2014) (finding that counsel had "ample information and opportunity to assess the strengths and weaknesses of their claims" despite "discovery [being] limited because the parties decided to pursue settlement discussions early on.").

As set forth in greater detail above, based on their analysis of documents, class data, and testimony from Defendant's corporate witness, Plaintiffs' Counsel were able to realistically assess the value of the Settlement Class' claims and intelligently engage defense counsel in settlement discussions that culminated in the proposed settlement now before the Court. (Perez Decl.¶¶ 4-6.)

By engaging in a thorough investigation and evaluation of the Settlement Class' claims, Plaintiffs' Counsel can opine that the Settlement, for the consideration and on the terms set forth in the Settlement Agreement, is fair, reasonable, and adequate, and is in the best interests of Class Members in light of all

known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant. (Perez Decl. ¶ 7.)

5. The Views of Experienced Counsel Should Be Accorded Substantial Weight

The fact that sophisticated parties with experienced counsel have agreed to settle their dispute should be given considerable weight by courts, since “parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party’s expected outcome in the litigation.” *In re Pac. Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Here, the Parties achieved a settlement after a thorough review of relevant documents and testimony, as well as a rigorous analysis of the Parties’ claims and defenses. The expectations of all Parties are embodied by the Settlement, which, as set forth above, is non-collusive, being the product of arms’-length negotiations and finalized with the assistance of an experienced mediator. The Parties were also represented by experienced class action counsel throughout the negotiations resulting in this settlement. Plaintiffs’ Counsel employ seasoned class action attorneys who regularly litigate wage and hour claims through certification and on the merits, and have considerable experience settling consumer class actions. (See Perez Decl. ¶¶ 10-14, Ex. 1.) Defendant has been, and at the mediation was, represented by Orrick, Herrington & Sutcliffe LLP, an international law firm with a robust class action defense practice.⁷

6. The Reaction of Class Members to the Proposed Settlement⁸

As discussed above, only four individuals opted out of the Settlement Class, and not a single Class Member objected to the Settlement. (Yang Decl. ¶ 27.) This small percentage of exclusions and the complete absence of objection demonstrates that Class Members have reacted favorably to the Settlement, supporting final approval. *See, e.g., Eisen*, 2014 WL 439006, at *5 (“Although 235,152 class notices were sent, 243 class members have asked to be excluded”); *Milligan v. Toyota Motor Sales, U.S.A.*, No. 09-05418-RS, 2012 U.S. Dist. LEXIS 189782, at *25 (N.D. Cal. Jan. 6, 2012) (finding favorable reaction where 364 individuals opted out [0.06%] following a mailing of 613,960 notices).

The reimbursement claims rate of 2.1% is congruent with claims rates observed in consumer class action settlements approved by federal courts. *See Bayat v. Bank of the W.*, No. C-13-2376-EMC, 2015

⁷ See <https://www.orrick.com/en/Practices/Class-Action-Defense>.

⁸ There is no governmental participant in this case, and so this factor is neutral.

1 WL 1744342, at *1 (N.D. Cal. Apr. 15, 2015) (approving settlement with a “claims rate for the monetary
 2 relief portion of the settlement of roughly 1.9%”); *Spillman v. RPM Pizza, LLC*, No. CIV-A-10-349-BAJ,
 3 2013 WL 2286076, at *2 (M.D. La. May 23, 2013) (noting that “less than one percent of the total class”
 4 filed claims); *Perez v. Asurion Corp.*, 501 F. Supp. 2d 1360, 1377–78 (S.D. Fla. 2007) (noting that about
 5 1.1%, i.e. 118,663 of about 10.3 million Class Members, filed claims); *Rose v. Bank of Am. Corp.*, No.
 6 5:11-CV-02390-EJD, 2014 WL 4273358, at *10 (N.D. Cal. Aug. 29, 2014) (noting that about 3%, i.e.
 7 227,701 of about 7 million Class Members, filed claims); *Grannan v. Alliant Law Grp., P.C.*, No. C10-
 8 02803 HRL, 2012 WL 216522, at *7 (N.D. Cal. Jan. 24, 2012) (noting that about 1.4%, i.e. 1,986 of about
 9 137,891 Class Members, filed claims); *In re LinkedIn User Privacy Litig.*, 309 F.R.D. 573, 582 (N.D. Cal.
 10 2015) (noting that about 5.9%, i.e. 47,336 of about 800,000 Class Members, filed claims); *Moore v.*
 11 *Verizon Commc'ns Inc.*, No. 09-1823, 2013 WL 4610764, at *8 (N.D. Cal. Aug. 28, 2013) (noting that
 12 about 3%, i.e. 250,236 of about 8.1 million Class Members, filed claims); *Sullivan v. DB Invs., Inc.*, 667
 13 F.3d 273, 329, fn. 60 (3d Cir. 2011) (claims rates in consumer class settlements “rarely” exceed 7 percent).
 14 The response is also in line with other consumer settlements that provided for reimbursement. *See*
 15 *Zakskorn v. Am. Honda Motor Co.*, No. 2:11-CV-02610-KJM, 2015 WL 3622990, at *2 (E.D. Cal. June 9,
 16 2015) (providing reimbursement for car parts; 14,095 out of 1,688,899 class members submitted claims for
 17 reimbursement); *Corson v. Toyota Motor Sales U.S.A., Inc.*, No. CV 12-8499-JGB (VBKx), 2016 WL
 18 1375838, at *2 (C.D. Cal. Apr. 4, 2016) (providing reimbursement for out-of-pocket expenses for re-tuned
 19 electronic control units; 1,301 out of 1,257,225 class members submitted claims for reimbursement);
 20 *Simon v. Toshiba Am.*, No. C 07-06202 MHP, 2010 WL 1757956, at *1 (N.D. Cal. Apr. 30, 2010)
 21 (reimbursement for costs to upgrade computers; 538 out of 25,350 class members submitted claims).

22 Additionally, as noted above, as a supplement to the class notice plan approved by the Court,
 23 Defendant directly emailed all consumers who might be eligible for reimbursement to encourage them to
 24 submit claims.

25 C. The Settlement Satisfies the *Bluetooth* Factors

26 Finally, pre-certification settlements require further inquiry for “more subtle signs” of potential
 27 collusion between class counsel and defendant. *In re Bluetooth*, 654 F.3d at 946-47. But in applying “all of
 28 these factors, considerations, ‘subtle signs,’ and red flags, the underlying question remains this: Is the

1 settlement fair?" *In re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prod. Liab. Litig.*, 895 F.3d
 2 597, 611 (9th Cir. 2018). These factors "in the end are just guideposts." *Id.*

3 None of the *Bluetooth* factors are present with the Parties' Settlement. The Settlement does not
 4 include any clear-sailing provision. Plaintiffs' Counsel do not seek a disproportionate share of fees. There is
 5 no "reverter" of unclaimed funds to Defendant as the Settlement does not provide for the establishment of a
 6 common fund. Further, the settlement was negotiated at arm's-length before a distinguished mediator and
 7 former jurist. And by agreeing to resolve attorneys' fees amicably, Defendant's counsel averted the
 8 possibility that Plaintiffs' Counsel might apply for, and receive, a much larger award, and thus avoided a
 9 "second major litigation" on attorneys' fees. *See Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983) ("A
 10 request for attorney's fees should not result in a second major litigation.")

11 Quite simply, no badges of collusion exist. The Court, after applying the *Bluetooth* factors, should
 12 find that the Settlement is not the product of collusion and is fair, reasonable and adequate, meriting final
 13 approval.

14 **IV. CONCLUSION**

15 Based on the foregoing, the proposed Settlement is fair, adequate, and reasonable, and satisfies the
 16 standard for final approval. Accordingly, Plaintiffs move the Court to enter the Final Order and Judgment
 17 granting final approval of the Settlement Agreement and grant such other and additional relief as the Court
 18 may deem appropriate.

19
 20 Dated: September 30, 2020

Respectfully submitted,

21 By: /s/ Trisha K. Monesi

22 Raul Perez
 23 Tarek H. Zohdy
 24 Cody R. Padgett
 25 Trisha K. Monesi
 26 **CAPSTONE LAW APC**

27 Attorney for Plaintiffs Michael Livingston
 28 and Sharon McGill

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Tarek H. Zohdy (SBN 247775)
Tarek.Zohdy@capstonelawyers.com
3 Cody R. Padgett (SBN 275553)
Cody.Padgett@capstonelawyers.com
4 Trisha K. Monesi (SBN 303512)
Trisha.Monesi@capstonelawyers.com
5 Capstone Law APC
1875 Century Park East, Suite 1000
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiffs Michael Livingston
and Sharon McGill
9

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12
13

14 MICHAEL LIVINGSTON, et al.,

15 Plaintiffs,

16 v.
17

18 MITAC DIGITAL CORPORATION,

19 Defendant.
20
21
22
23
24
25
26
27
28

Case No. 18-cv-05993-JST

**DECLARATION OF MELINDA
YANG ON BEHALF OF
SETTLEMENT ADMINISTRATOR
WITH RESPECT TO
NOTIFICATION OF CLASS
ACTION LAWSUIT**

DECLARATION OF MELINDA YANG

I, Melinda Yang, declare as follows:

1. I am a Case Manager for CPT Group, Inc. (“CPT”), the Settlement Administrator jointly agreed upon by the Parties in the above-captioned action. I have personal knowledge of the facts set forth in this declaration and, if called upon to testify, I could and would testify competently to such facts.

2. CPT has extensive experience in providing notice of class actions and administering class action settlements. In the past 31 plus years, we have provided notification and/or settlement administration services in thousands of class action cases.

3. For the instant settlement, CPT was charged with:

- a. Preparing and completing the CAFA Notice;
- b. Implementing the Notice Plan approved by the Court on April 29, 2020, by emailing the Summary Class Notice to potential Class Members;
- c. Mailing the Summary Class Notice to potential Class Members for whom an email was undeliverable and a valid postal address was available;
- d. Designing and executing an internet advertisement campaign with a leading digital network (Google Display Network);
- e. Programing banner advertisement buys via paid search (Google/Bing), social media advertisements (Facebook/LinkedIn), and OLR radio advertisement (Pandora);
- f. Transmitting a nationwide press release over PR Newswire, and four print publications in The Mercury News Newspaper;
- g. Establishing the Settlement Website. That website includes case documents; information about the case, Settlement and claims process; and allows online submission of claims. CPT also

1 established a toll-free telephone number with recorded information
2 about the case and the Settlement, and a dedicated email address for
3 questions from potential Class Members;

- 4 h. Reviewing and determining the validity of submitted
5 Reimbursement Forms, and requesting additional information from
6 claimants if warranted;
- 7 i. Following up with claimants who had deficient Reimbursement
8 Forms;
- 9 j. Receiving/processing other communications about the Settlement
10 such as questions about the claims process and requests for
11 exclusion;
- 12 k. Preparing reports and summaries regarding the notice and claims
13 process for the Parties and the Court; and
- 14 l. Performing such other tasks as set forth in the Settlement
15 Agreement, or as the Parties mutually agree to or that the Court
16 orders.

17 **CAFA NOTIFICATION**

18 4. On March 18, 2020, CPT mailed all required notices under the Class
19 Action Fairness Act (“CAFA”), a total of 52 CAFA notifications (to the Attorney
20 Generals in all 50 states, the District of Columbia Attorney General, and the U.S.
21 Attorney General.

22 **DATA ANALYSIS**

23 5. Between May 15, 2020 and May 28, 2020, CPT received data files from
24 Defendant’s Counsel containing potential Class Member names, mailing addresses,
25 email addresses, and/or available purchase details. Upon receipt, CPT reviewed the
26 data files and removed duplicates based on name and email address. In addition, CPT
27 ran the email addresses through a validation program in an effort to remove invalid
28 email addresses.

1 6. After completion of the above-mentioned steps, CPT prepared a master list
2 of the identified potential Class Members. In summary, there were 335,820 potential
3 Class Members, where 315,335 had valid email addresses.

4 7. Separately, Defendant also identified 544 potential Class Members who
5 may be entitled under the settlement to reimbursement for map update purchases.
6 According to Defendant, these records are overinclusive in that the purchases could
7 have been for non-eligible devices.

8 **IMPLEMENTATION OF NOTICE PLAN**

9 8. As directed by the Court, CPT implemented a robust, multi-faceted
10 program to provide notice to the potential Class Members. The program consisted of
11 two parts: (i) a multi-layered media campaign that combines the use of various digital
12 advertisement platforms, a nationwide press release, print publications in *The Mercury*
13 *News* newspaper, a dedicated settlement website and a toll-free hotline; and (ii)
14 transmission of e-mail and mailed notices to potential Class Members of the
15 settlement. This comprehensive notice program is consistent with other best
16 practicable court-approved notice programs and meets the required Due Process
17 notice.

18 **TOLL-FREE TELEPHONE LINE**

19 9. CPT established and has maintained a case-specific 24-hour, toll free, IVR
20 telephone support line (1-888-416-0917) that went live on June 5, 2020, to coincide
21 with the live date of the Settlement Website. Through this number, callers were
22 provided the FAQs and answers as well as the case-specific email address in the event
23 they had additional questions. As of the date of this declaration, there have been 49
24 calls to the case telephone support line.

25 **CASE-SPECIFIC EMAIL ADDRESS**

26 10. CPT established and has maintained a dedicated email address
27 (MagellanRoadMateSettlement@cptgroup.com) which potential Class Members can
28 use to communicate with CPT regarding details of the case.

SETTLEMENT WEBSITE

11. On In furtherance of the Notice Plan, CPT designed the Settlement Website (www.MagellanRoadMateSettlement.com) to be informative, easy-to-navigate, ADA-compliant, and mobile-enabled so potential Class Members could get information about the Settlement efficiently. As of the date of this declaration, there have been a total of 53,307 views of the Settlement Website.

12. The Settlement Website prominently displayed copies of Settlement documents (including the Settlement Agreement, Class Notice, Reimbursement Form, and Exclusion Form) and other documents filed in the case (e.g., Plaintiffs' Motions for Preliminary Approval, Order Granting Preliminary Approval, Settlement Agreement, and Plaintiffs' Motion for Attorneys' Fees, Costs, and Class representative Incentive Award). The Settlement Website also contained, among other things, a Frequently Asked Questions page and a case timeline specifying important dates and deadlines for the Settlement, including the deadlines for potential Class Members to submit claims, file objections, request exclusion, and the date, time and location of the Final Approval Hearing.

13. Visitors to the Settlement Website had the opportunity to submit a claim electronically or download and print a physical Reimbursement Form for filing via US Postal Service.

14. True and correct copies of the Class Notice, Reimbursement Form, and Exclusion Form are attached hereto as **Exhibit A**.

PRESS RELEASE

15. To further supplement reach, on June 8, 2020, CPT disseminated a nationwide press release over PR Newswire to the US1 National Newswire and targeted individual journalists specific to General Food and Nutrition industries. Attached hereto as **Exhibit B** is a true and correct copy of the press release.

16. As of the date of this declaration, the press release was picked up by 122 relevant media outlets including broadcast media (29.5%), newspapers (29.5%),

1 online news sites and other influencers (23.0%), financial news services (6.6%), news
 2 and information services (3.3%), and others (8.2%), across the United States. The
 3 press release was picked up by industries relating to media and information (71.3%),
 4 financial (17.2%), transportation/Logistics (5.7%), business services (1.6%),
 5 multicultural and demographic (1.6%), and other (2.5%) with a total potential
 6 audience of 101,928,056 visitors. Attached hereto as **Exhibit C** is a true and correct
 7 copy of the Visibility Report issued by PR Newswire detailing the results of the
 8 distribution.

9 **THE MERCURY NEWS NEWSPAPERS PUBLICATION**

10 17. To satisfy CLRA requirements, on the following four consecutive
 11 Sundays: June 14, 2020, June 21, 2020, June 28, 2020, and July 5, 2020, CPT caused
 12 the Summary Class Notice to be published in the *The Mercury News* newspaper.
 13 Attached hereto as **Exhibit D** are the tear sheets from the aforementioned
 14 publications.

15 **DIGITAL BANNER ADVERTISEMENT & PAID SOCIAL** 16 **ADVERTISEMENT**

17 18. On June 19, 2020, CPT commenced the Notice Plan's digital marketing
 18 advertisement campaign that CPT designed as a multi-channel approach to effectively
 19 and efficiently reach the target audience (potential Class Members). Over the course
 20 of the ensuing 10-week period (through August 28, 2020), CPT conducted the digital
 21 marketing outreach through programmatic displays, which are scaled sources of
 22 digital inventory, resulting in a wide breadth of banner ads targeting individual
 23 consumers. Platforms being used include Google Display Network and DV360.
 24 Additionally, a paid keyword/search campaign on Google and Bing with the
 25 placement of over 700 keywords and phrases designed to reach the target audience
 26 was implemented. Paid social advertisements were delivered to consumers in-feed and
 27 on-platform through the following paid social advertising channels: Facebook Ad
 28

1 Manager Audiences and LinkedIn. Lastly, audio advertisement production through
2 OLR platform, Pandora.

3 19. CPT initiated the supplemental digital marketing advertisement campaign
4 described in the Notice Plan and served 9,204,981 impressions on mobile and desktop
5 display. The supplemental notice campaign has thus far spurred 6,187 clicks to view
6 the Settlement website. This rate was consistent with and met the expectations for a
7 Settlement of this kind. Facebook and Google Ad placements were the most effective
8 at producing traffic to the Settlement website. Attached hereto as **Exhibits E and F**
9 are true and correct copies of the banner advertisements and current performance
10 reporting, respectively.

11 **EMAIL & MAIL NOTIFICATION**

12 20. Between June 8, 2020 and June 19, 2020, CPT emailed the Summary
13 Class Notice to the last known email address of each potential Class Member, if the
14 email address was determined to be valid, as mentioned in paragraph 6 above.
15 Attached hereto as **Exhibit G** is a true and correct copy of the Summary Class Notice
16 that was emailed.

17 21. Per best practice and to improve deliverability, CPT resent the Summary
18 Class Notice to email addresses returned as a soft bounce¹ up to a total of two times.

19 22. As of the date of this declaration, counts of hard and soft bounces from
20 the 315,335 emails are as follows:

- 21 a) Hard Bounce = 2,766 (0.87%)
- 22 b) Soft Bounce = 41,596 (13.19%)

23
24
25 ¹ A **soft bounce** is an email that could not be delivered because of temporary reasons. An inbox may be full or
26 the email file might be too large, among other reasons. Most email providers will continue to try to deliver the email over
27 the period of a few days.
28

23. Pursuant to paragraph 35 of the Settlement Agreement, for potential Class Members to whom an email is undeliverable and a valid postal address can be determined after a reasonable effort, CPT will mail a Summary Class Notice. As of the date of this declaration, a Summary Class Notice was mailed to 25,335 potential Class Members.

24. Attached hereto as **Exhibit H** is a true and correct copy of the Summary Notice that was mailed. As of the date of this declaration, 400 Summary Notices have been returned as undeliverable. For these returned Notices, CPT attempted to locate a current mailing address using Accurint, one of the one of the most comprehensive address databases available. It utilizes hundreds of different databases supplied by credit reporting agencies, public records and a variety of other national databases.

25. As of the date of this declaration, all 400 Summary Notices remain undeliverable as no better addresses were provided from the Post Office nor obtained through Skip Trace.

CLASS MEMBER REQUESTS FOR EXCLUSION AND CLAIMS

26. Pursuant to the Court's Order preliminarily approving the Settlement, and as stated on the Settlement Website and in the Class Notice, the deadline for potential Class Members to request exclusion from or file and serve objections to the Settlement was August 18, 2020. The deadline to submit a Reimbursement Form was September 17, 2020.

27. As of the date of this declaration, CPT has received 4 Requests for Exclusion.

28. Upon request, anyone who was unable to complete the Reimbursement Form online, or unable to print and mail a form, was mailed a paper Reimbursement Form.

29. As of the date of this declaration, CPT has received a total 950 Reimbursement Forms. Of these, 928 forms were submitted online through the

1 Settlement Website and 22 were received by CPT through the dedicated email inbox
2 or received in the mail.

3 30. Upon receipt of each Reimbursement Form, CPT determined whether it
4 was valid or deficient. A valid Reimbursement Form requires the claimant's name,
5 address, signature, purchase date and amount for at least 1 map update purchase
6 during the relevant time period as well as proof of purchase to support their claim for
7 reimbursement if CPT was unable to match at least 1 data point in the Claimant's
8 form to Defendant's records.

9 31. If CPT deemed a Reimbursement Form deficient, CPT emailed, or mailed,
10 if an email address was not available, a cure letter with instructions regarding how the
11 deficiency could be cured and the deadline by which a response had to be received.
12 Claimants are provided until the later of (i) the response deadline or (ii) fifteen (15)
13 calendar days from the date of the cure letter, to postmark, fax, email, or otherwise
14 deliver a revised Reimbursement Form or Request for Exclusion.

15 32. As of the date of this declaration, CPT has received 11 valid claims.

16 33. As of the date of this declaration, there are 337 deficient Reimbursement
17 Forms, of which 13 were untimely submitted. CPT has sent cure letters to the 337
18 potential Class Members requesting for additional proof of purchase or any other
19 documentation to support their claim for reimbursement. The latest date for a potential
20 Class Member to cure their deficient claim is October 10, 2020.

21 34. As of date, there are 602 invalid Reimbursement Forms due to a potential
22 Class Member not curing their claim within the specified cure time frame.
23
24
25
26
27
28

1 I declare under penalty of perjury under the laws of the United States and the
2 State of California that the foregoing is true and correct. Executed on this 30th day of
3 September, 2020 at Irvine, California.

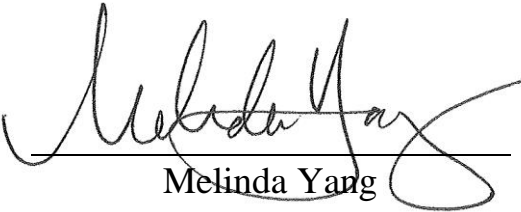
4
5 
6 Melinda Yang

EXHIBIT A

Michael Livingston v. MiTAC Digital Corporation, No. 4:18-cv-05993-JST
UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who purchased a Magellan RoadMate Navigator with Free Lifetime Map updates in the United States of America on or after September 28, 2014 and before June 30, 2019 (“Class Members”).

On April 29, 2020, the Honorable Jon S. Tigar of the United States District Court, Northern District of California granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because you may be a Class Member, and, if so, are therefore entitled to the remedies provided by the settlement.**

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 2:00 p.m. on November 4, 2020 in Courtroom 6, 2nd Floor of the United States District Court, Northern District of California located at 1301 Clay Street, Oakland, California 94612. You are not required to attend the Hearing.

Note: The date for the Final Approval Hearing may change without further notice to Class Members. Please check www.MagellanRoadMateSettlement.com for updates.

Summary of the Litigation

Plaintiffs Michael Livingston and Sharon McGill, on behalf of themselves and on behalf of all Class Members, allege that Defendant MiTAC Digital Corporation (“Defendant” or “Magellan”) misled Class Members to believe that their Magellan RoadMate Navigators would receive free lifetime updates, when in fact Defendant allegedly required Class Members to purchase updates. Defendant denies these allegations, and denies that it has acted improperly or wrongfully in any way. Defendant believes that the lawsuit has no merit.

The Court has not decided who is right.

After the exchange of relevant information and evidence, Plaintiffs and Defendant (together, the “Parties”) agreed to enter into settlement negotiations in an attempt to resolve the claims in the case. On May 8, 2019, the Parties participated in a mediation with Hon. Jay C. Gandhi (Ret.), a former federal judge who is an experienced and well-respected class action mediator. With Judge Gandhi’s guidance, the Parties negotiated a complete settlement of Plaintiffs’ claims.

The proposed Settlement does not mean that any law was broken or that Defendant did anything wrong. Defendant denies all legal claims in this case. Plaintiffs think the proposed Settlement is best for everyone affected.

Summary of The Proposed Settlement Terms

Free Registration for Lifetime Map Subscriptions. If you purchased a Magellan RoadMate Navigator with Free Lifetime Map Updates on or after September 28, 2014 and before June 30, 2019, and you would like to receive free map data updates, you must register your lifetime map subscription on or before September 17, 2020. Registration is quick and free. You can either register on Magellan’s website at <https://www.magellangps.com/support/livingston-registration> or, at your request, Magellan will mail a registration form to you. Registering your subscription will ensure that you receive free map data updates made available for your particular Navigator device for the next three years. At the end of this three-year period, you can renew your three-year registration at no charge. You can either renew your registration on Magellan’s website at <https://www.magellangps.com/support/livingston-registration> or, at your request, Magellan will mail a renewal form to you. You can continue to renew your three-year registration at no charge for as long as you use your Navigator

Questions? Contact the Settlement Administrator toll free at 1-888-416-0917

device. To have a registration form or a renewal form mailed to you, please contact Magellan's customer support team at <https://service.magellangps.com>.

Reimbursement for Map Updates. Magellan will reimburse customers with free lifetime map subscriptions for verified purchases of map updates and for other incurred expenses relating to the lifetime map subscription, plus interest. This offer is available to customers who have purchased a Magellan RoadMate Navigator with Free Lifetime Map Updates on or after September 28, 2014 and before June 30, 2019. To submit a claim for reimbursement, complete the Reimbursement Form at www.MagellanRoadMateSettlement.com.

New Terms and Conditions for Lifetime Map Subscriptions. On June 18, 2018, Magellan posted a FAQ on its website describing the terms and conditions of lifetime map subscriptions (the "FAQ"). Magellan has since learned that some of its customers are not sure whether the terms and conditions in this FAQ apply to the Navigator devices that they purchased. Magellan regrets any confusion that this FAQ may have caused to its customers. Magellan will clarify to its customers that the terms and conditions in this FAQ apply only to RoadMate Navigators with Free Lifetime Map Updates purchased on or after June 30, 2019. The terms and conditions in this FAQ do not apply to RoadMate Navigators with Free Lifetime Map Updates purchased before June 30, 2019. Magellan will update its website, marketing, and packaging of RoadMate Navigators with Free Lifetime Map Updates to state clearly the terms and conditions as provided in the FAQ or advise potential purchasers where they can read the terms and conditions. Magellan will also instruct its third-party resellers and distributors to update their websites and any marketing material and packaging in their possession accordingly. Magellan has already begun implementing these changes and expects to complete these changes by June 30, 2020.

Customer Support for Free Map Updates. Magellan is devoted to ensuring that its customers who purchased Navigator devices with free lifetime map subscriptions are able to receive free map data updates. If you are experiencing any difficulties in obtaining a free map update for your RoadMate Navigator with Free Lifetime Map Updates, please contact Magellan's customer support team for assistance. Customer support is available through Magellan's website at <https://service.magellangps.com>.

Your Options Under the Settlement

Do Nothing And Remain a Member of the Class. If you do not exclude yourself from the Class, you will remain a member of the Class, you will be eligible for the benefits provided by the settlement, you will be bound by the settlement, and you will give up the claims that are released by the settlement.

Exclude Yourself From the Class. You may exclude yourself from the Class by completing the Exclusion Form online at www.MagellanRoadMateSettlement.com. All Exclusion Forms must be submitted on or before August 18, 2020.

Object to the Settlement. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Michael Livingston v. MiTAC Digital Corporation*, Case No. 4:18-cv-05993-JST), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before August 18, 2020.

Questions? Contact the Settlement Administrator toll free at 1-888-416-0917

Attorneys' Fees And Costs

The attorneys representing the Class will ask the Court to award attorneys' fees and litigation costs up to \$320,000. This amount is subject to Court approval. All attorneys' fees and costs awarded by the Court will be paid by Defendant and do not come out of the recovery for the Class.

Incentive Awards

Plaintiffs will request the Court to approve incentive awards payable to Plaintiffs in amounts not to exceed \$2,500, each. The incentive awards are in consideration for Plaintiffs' assistance with the prosecution of the Action. All incentive awards awarded by the Court will be paid by Defendant and do not come out of the recovery for the Class.

Additional Information

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.MagellanRoadMateSettlement.com, by contacting Class Counsel at info@MiTacLawsuit.com, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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

Questions? Contact the Settlement Administrator toll free at 1-888-416-0917

REIMBURSEMENT FORM**COMPLETE THIS FORM ONLY IF YOU PAID OUT-OF-POCKET TO UPDATE YOUR MAGELLAN ROADMATE NAVIGATOR WITH FREE LIFETIME MAP UPDATES**

Name

Model of your RoadMate LM Navigator
(If unknown, write "I don't know")

Current Street Address

Serial number of your RoadMate LM Navigator
(If unknown, write "I don't know")

City, State, Zip Code

Date you purchased your RoadMate LM Navigator
(If unknown, write "I don't know")

Telephone Number

Email Address used for RoadMate LM Navigator
Registration
(If unknown, write "I don't know")

Email Address

Date of Map Update Purchase	Amount Paid for Map Update Purchase

(Continue on a separate sheet if necessary)

TOTAL AMOUNT OF OUT-OF-POCKET COSTS FOR MAP UPDATE**PURCHASE(S): \$_____**

To the extent you have records, please attach or enclose proof of purchase of your RoadMate LM Navigator and Map Updates and any other documentation to support your claim for reimbursement.

I understand that I must provide all of the above information before my claim for reimbursement can be processed.

I certify that the above information is true, that I purchased my Magellan RoadMate Navigator with Free Lifetime Map Updates between September 28, 2014, and June 30, 2019, and that I incurred the above out-of-pocket costs to update my Magellan RoadMate Navigator with Free Lifetime Map Updates.

Sign your name here

Date

EXCLUSION FORM

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT BE ENTITLED TO THE BENEFITS PROVIDED BY THE SETTLEMENT.**

I _____ request to be excluded from the Settlement in the matter of *Michael Livingston v. MiTAC Digital Corporation*, No. 4:18-cv-05993-JST (United States District Court, Northern District of California). I understand that by submitting this Exclusion Form, I will no longer be eligible for the benefits provided by the settlement.

Sign your name here

Print your full name here

EXHIBIT B

Please note: This online preview of your news release is for approval purposes only. Multimedia URLs are temporary and will change once the news release is distributed.

Thank you for choosing PR Newswire.

This preview will expire 2020-07-06 15:15:41 ET

Proposed Settlement of Class Action Lawsuit: Livingston v. MiTAC Digital Corporation Announced by CPT Group, Inc.



IRVINE, Calif., June 8, 2020 /PRNewswire/ -- CPT Group, Inc. announced today that the United States District Court for the Northern District of California preliminarily approved a proposed settlement in *Livingston v. MiTAC Digital Corporation*, No. 4:18-cv-05993-JST, a class action alleging that Defendant MiTAC Digital Corporation ("Defendant" or "Magellan") misled Class Members to believe that their Magellan RoadMate Navigators would receive free lifetime updates, when in fact Defendant allegedly required Class Members to purchase updates. Defendant denies these allegations, denies that it has acted improperly or wrongfully in any way, and believes that the lawsuit has no merit. The Court has not decided who is right.

If you purchased a Magellan RoadMate Navigator with Free Lifetime Map Updates on or after September 28, 2014 and before June 30, 2019, and you would like to receive free map data updates, you must register your lifetime map subscription by September 17, 2020. You can register and renew on Magellan's website at <https://www.magellangps.com/support/livingston-registration> or have a registration or a renewal form mailed to you by contacting Magellan's customer support team at <https://service.magellangps.com>.

Magellan will reimburse customers with free lifetime map subscriptions for verified purchases of map updates and for other incurred expenses relating to the lifetime map subscription, plus interest. This offer is available to customers who have purchased a Magellan RoadMate Navigator with Free Lifetime Map Updates on or after September 28, 2014 and before June 30, 2019. To submit a claim for reimbursement, complete the Reimbursement Form at www.MagellanRoadMateSettlement.com.

Magellan will update its website, marketing, and packaging of RoadMate Navigators with Free Lifetime Map Updates to state clearly the terms and conditions as provided in the FAQ, posted to Magellan's website on June 18, 2018, or advise potential purchasers where they can read the terms and conditions.

If you are experiencing any difficulties in obtaining a free map update for your RoadMate Navigator with Free Lifetime Map Updates, please contact Magellan's customer support team at <https://service.magellangps.com>.

If you do not exclude yourself from the Class, you will remain a member of the Class, you will be eligible for the benefits provided by the settlement, you will be bound by the settlement, and you will give up the claims that are released by the settlement.

You may exclude yourself from the Class by completing the Exclusion Form online at www.MagellanRoadMateSettlement.com on or before August 18, 2020.

You can ask the Court to deny approval by filing an objection by August 18, 2020. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

This is only a summary. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.MagellanRoadMateSettlement.com.

Contact:

CPT Group, Inc.

Livingston v. MiTAC Digital Corporation Settlement Administrator

50 Corporate Park
Irvine, Calif. 92606
1-888-416-0917

SOURCE CPT Group, Inc.

Related Links

- <http://www.cptgroup.com>

Close Window

Print

EXHIBIT C

Proposed Settlement of Class Action Lawsuit: Livingston v. MiTAC Digital Corporation Announced by CPT Group, Inc.

English

PR Newswire ID: 2819834-1 Clear Time Jun 08, 2020 9:08 AM ET

Assets

What did I send with my releases?



Pickup

Where did my release get picked up?

122	101,928,056
total pickup	total potential audience

Traffic

What traffic did my release generate?

3,669	842	1,421	830
release views	release web crawler hits	image views	image web crawler hits

Audience

Who are the audiences viewing my release?

111	46	171	1,071
media views	organization views	targeted influencers	Associated Press outlets

Engagement

How are people engaging with my release?

284
total engagement actions

284
click-throughs

Industry Benchmarks

On a scale of 1 - 100, how this release performed compared to other similar releases.

59

total visibility

59

pickup

66

traffic

52

audience

96

engagement

Pickup

Overview

TOTAL PICKUP

122

TOTAL POTENTIAL AUDIENCE

101M

Exact Match

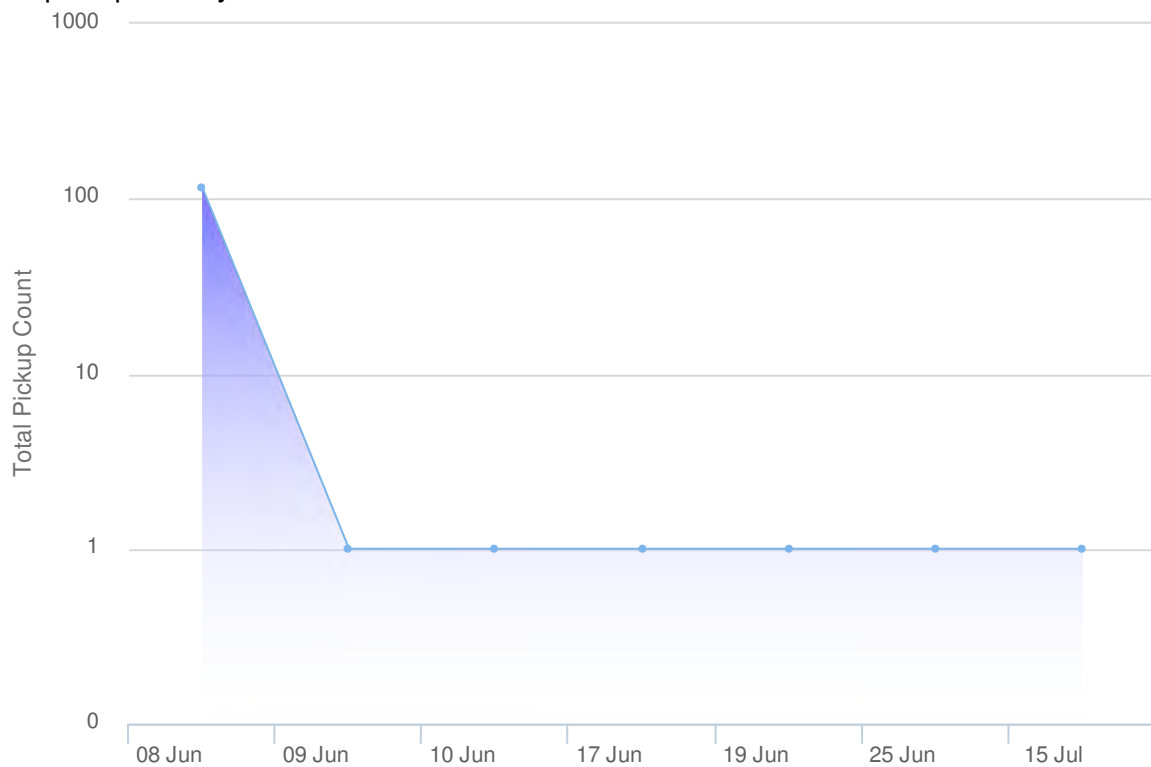
122 postings

Exact Match

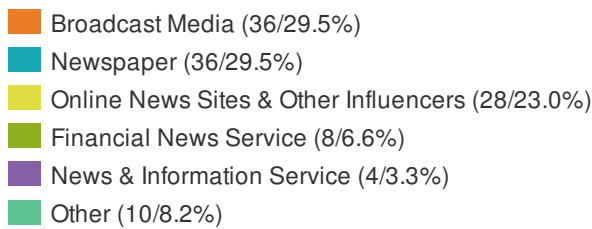
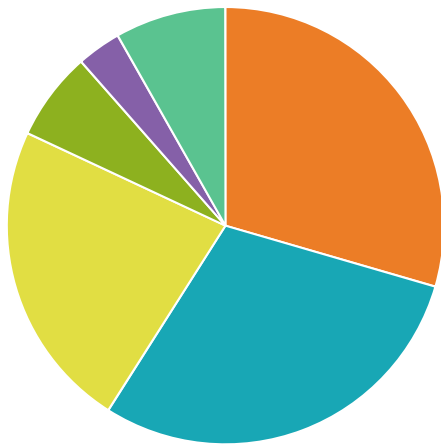
101M visitors

Total Pickup Over Time

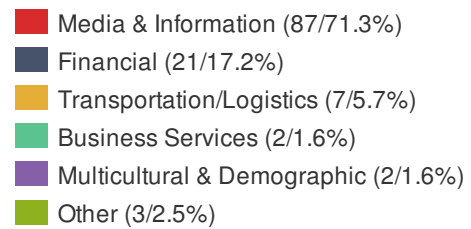
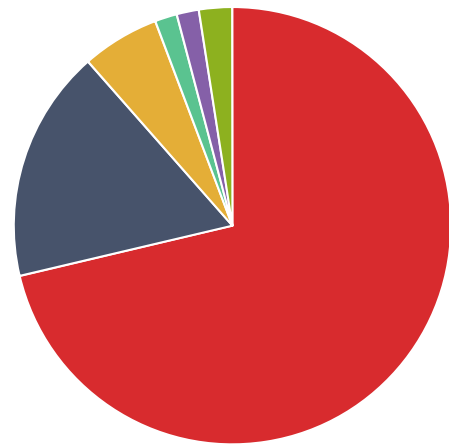
Total pickup since your content was distributed



Total Pickup by Source Type



Total Pickup by Industry






































Exact Match Pickup































Exact matches are full text postings of your content which we have found in the online and social media that we monitor. Understand how it is calculated.

Total Exact Matches: **122**































Total Potential Audience: **101,928,056.**































Logo	Outlet Name	Location	Source Type	Industry	Potential Audience
	Yahoo! Finance Online  View Release	Global	Online News Sites & Other Influencers	Media & Information	41,088,892 ^[1] visitors/month
	MarketWatch Online  View Release	United States	Financial News Service	Financial	33,910,226 ^[1] visitors/month
	Seeking Alpha Online  View Release	United States	Financial News Service	Financial	7,288,866 ^[1] visitors/month
	PR Newswire Online  View Release	Global	PR Newswire	Media & Information	5,968,835 ^[1] visitors/month































	Benzinga Online  View Release	United States	Online News Sites & Other Influencers	Financial	3,441,304 ^[1] visitors/month
	Morningstar Online  View Release	Global	Financial Data, Research & Analytics	Financial	2,643,852 ^[1] visitors/month
	StreetInsider Online  View Release	United States	Online News Sites & Other Influencers	Financial	787,198 ^[1] visitors/month
	KITV-TV ABC [Honolulu, HI] Online  View Release	United States	Broadcast Media	Media & Information	758,340 ^[1] visitors/month
	KAKE-TV ABC [Wichita, KS] Online  View Release	United States	Broadcast Media	Media & Information	657,060 ^[1] visitors/month
	WRCB-TV NBC-3 [Chattanooga, TN] Online  View Release	United States	Broadcast Media	Media & Information	621,393 ^[1] visitors/month
	WFMJ-TV NBC-21 [Youngstown, OH] Online  View Release	United States	Broadcast Media	Media & Information	494,054 ^[1] visitors/month
	WBOC-TV CBS-16 [Salisbury, MD] Online  View Release	United States	Broadcast Media	Media & Information	401,946 ^[1] visitors/month
	WICU-TV NBC-12 / WSEE-TV CBS-35 [Erie, PA] Online  View Release	United States	Broadcast Media	Media & Information	339,495 ^[1] visitors/month
	KTVN-TV CBS-2 [Reno, NV] Online  View Release	United States	Broadcast Media	Media & Information	308,738 ^[1] visitors/month
	StockHouse.com Online  View Release	Canada	Trade Publications	Financial	281,697 ^[1] visitors/month
	WENY-TV [Horseheads, NY] Online  View Release	United States	Broadcast Media	Media & Information	172,906 ^[1] visitors/month
	RFD-TV [Nashville, TN] Online  View Release	United States	Broadcast Media	Media & Information	131,759 ^[1] visitors/month
	WRAL-TV CBS-5 [Raleigh, NC] Online  View Release	United States	Broadcast Media	Media & Information	128,972 ^[1] visitors/month
	Townhall Finance Online  View Release	United States	Financial News Service	Media & Information	128,972 ^[1] visitors/month































	Tamar Securities Online  View Release	United States	Online News Sites & Other Influencers	Financial	128,972 ^[1] visitors/month
	FinancialContent - PR Newswire Online  View Release	United States	Financial News Service	Media & Information	128,972 ^[1] visitors/month
	IBTimes Online  View Release	United States	Newspaper	Media & Information	128,972 ^[1] visitors/month
	Rockford Register Star [Rockford, IL] Online  View Release	United States	Newspaper	Media & Information	128,972 ^[1] visitors/month
	Great American Financial Resources Online  View Release	United States	News & Information Service	Financial	128,972 ^[1] visitors/month
	Franklin Credit Management Online  View Release	United States	Online News Sites & Other Influencers	Financial	128,972 ^[1] visitors/month
	Value Investing News Online  View Release	United States	Financial News Service	Financial	128,972 ^[1] visitors/month
	Dow Theory Letters Online  View Release	United States	Banking & Financial Institutions	Financial	128,972 ^[1] visitors/month
	Daily Penny Alerts Online  View Release	United States	Online News Sites & Other Influencers	Financial	128,972 ^[1] visitors/month
	Benefit Plans Administrative Services Online  View Release	United States	Online News Sites & Other Influencers	Financial	128,972 ^[1] visitors/month
	Ascensus Online  View Release	United States	Online News Sites & Other Influencers	Financial	128,972 ^[1] visitors/month
	1st Discount Brokerage Online  View Release	United States	Financial News Service	Financial	128,972 ^[1] visitors/month
	One News Page Global Edition Online  View Release	Global	Online News Sites & Other Influencers	Media & Information	109,187 ^[1] visitors/month
	WICZ-TV FOX-40 [Binghamton, NY] Online  View Release	United States	Broadcast Media	Media & Information	99,563 ^[1] visitors/month
	KPVI-TV NBC-6 Online  View Release	United States	Broadcast Media	Media & Information	65,715 ^[1] visitors/month

















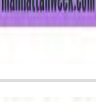











	Automoblog.net Online  View Release	United States	Online News Sites & Other Influencers	Transportation/Logistics	59,655 ^[1] visitors/month
	KJTV-TV FOX-34 [Lubbock, TX] Online  View Release	United States	Broadcast Media	Media & Information	58,789 ^[1] visitors/month
	NCN: Northeast - News Channel Nebraska [Norfolk, NE] Online  View Release	United States	Broadcast Media	Media & Information	54,707 ^[1] visitors/month
	Spoke Online  View Release	United States	News & Information Service	Business Services	49,412 ^[1] visitors/month
	NCN: River Country - NewsChannelNebraska [Nebraska City, NE] Online  View Release	United States	Broadcast Media	Media & Information	47,074 ^[1] visitors/month
	Suncoast News Network [Sarasota, FL] Online  View Release	United States	Broadcast Media	Media & Information	39,843 ^[1] visitors/month
	WRDE-TV CBS [Milton, DE] Online  View Release	United States	Broadcast Media	Media & Information	39,213 ^[1] visitors/month
	NCN: Panhandle - News Channel Nebraska [Grand Island, NE] Online  View Release	United States	Broadcast Media	Media & Information	19,417 ^[1] visitors/month
	Daily Herald [Chicago, IL] Online  View Release	United States	Newspaper	Media & Information	18,199 ^[1] visitors/month
	NCN: Southeast - News Channel Nebraska [Beatrice, NE] Online  View Release	United States	Broadcast Media	Media & Information	18,168 ^[1] visitors/month
	NCN: Platte Valley - News Channel Nebraska [Columbus, NE] Online  View Release	United States	Broadcast Media	Media & Information	16,801 ^[1] visitors/month
	Marketplace Online  View Release	United States	Broadcast Media	Media & Information	11,999 ^[1] visitors/month
	NCN: Metro - News Channel Nebraska [Omaha, NE] Online  View Release	United States	Broadcast Media	Media & Information	11,934 ^[1] visitors/month
	NewsBlaze US Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	8,219 ^[1] visitors/month

	NCN: Central - News Channel Nebraska [Grand Island, NE] Online  View Release	United States	Broadcast Media	Media & Information	5,838 ^[1] visitors/month
	One News Page Unites States Edition Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	4,126 ^[1] visitors/month
	The Daily Press [St. Marys, PA] Online  View Release	United States	Newspaper	Media & Information	4,002 ^[1] visitors/month
	Ask.com Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	3,650 ^[1] visitors/month
	KXTQ-FM 106.5 Magic [Lubbock, TX] Online  View Release	United States	Broadcast Media	Media & Information	3,615 ^[1] visitors/month
	KLZK-FM 107.7 YES FM [Lubbock, TX] Online  View Release	United States	Broadcast Media	Media & Information	3,301 ^[1] visitors/month
	Automotive Service Association Online  View Release	United States	Industry Association Sites	Transportation/Logistics	3,070 ^[1] visitors/month
	Telemundo Lubbock [Lubbock, TX] Online  View Release	United States	Broadcast Media	Media & Information	2,912 ^[1] visitors/month
	ProfitQuotes Online  View Release	United States	Financial News Service	Financial	2,757 ^[1] visitors/month
	Ticker Technologies Online  View Release	United States	Financial News Service	Financial	2,665 ^[1] visitors/month
	Buffalo News [Buffalo, NY] Online  View Release	United States	Newspaper	Media & Information	2,624 ^[1] visitors/month
	WBOC-TV FOX-21 [Salisbury, MD] Online  View Release	United States	Broadcast Media	Media & Information	2,424 ^[1] visitors/month
	Oklahoman [Oklahoma City, OK] Online  View Release	United States	Newspaper	Media & Information	2,343 ^[1] visitors/month
	Pittsburgh Post-Gazette [Pittsburgh, PA] Online  View Release	United States	Newspaper	Media & Information	2,326 ^[1] visitors/month
	Minyanville Online  View Release	United States	Online News Sites & Other Influencers	Financial	2,161 ^[1] visitors/month

	NCN: Mid-Plains - News Channel Nebraska [Grand Island, NE] Online  View Release	United States	Broadcast Media	Media & Information	2,040 ^[1] visitors/month
	The Chronicle Journal [Thunder Bay, ON] Online  View Release	Canada	Newspaper	Media & Information	1,992 ^[1] visitors/month
	100.7-FM The Score [Lubbock, TX] Online  View Release	United States	Broadcast Media	Media & Information	1,930 ^[1] visitors/month
	California Business Journal Online  View Release	United States	Magazine	Media & Information	1,778 ^[1] visitors/month
	Latin Business Today Online  View Release	United States	Online News Sites & Other Influencers	Multicultural & Demographic	1,698 ^[1] visitors/month
	KTTU-FM 97.3 Double T [Lubbock, TX] Online  View Release	United States	Broadcast Media	Media & Information	1,590 ^[1] visitors/month
	The Morning News [Blackfoot, ID] Online  View Release	United States	Newspaper	Media & Information	1,564 ^[1] visitors/month
	myMotherLode.com [Sonora, CA] Online  View Release	United States	Newspaper	Media & Information	1,556 ^[1] visitors/month
	Jotup Online  View Release	Global	Online News Sites & Other Influencers	Business Services	1,450 ^[1] visitors/month
	Eastern Progress (Eastern Kentucky University) Online  View Release	United States	Newspaper	Media & Information	1,401 ^[1] visitors/month
	ArlingtonWatches Online  View Release	Global	Online News Sites & Other Influencers	Retail & Consumer	1,384 ^[1] visitors/month
	KLBB-FM 93.7 The Eagle [Lubbock, TX] Online  View Release	United States	Broadcast Media	Media & Information	1,379 ^[1] visitors/month
	Borger News Herald [Borger, TX] Online  View Release	United States	Newspaper	Media & Information	1,288 ^[1] visitors/month
	KLCW-TV Lubbock CW [Lubbock, TX] Online  View Release	United States	Broadcast Media	Media & Information	1,234 ^[1] visitors/month
	Mammoth Times [Mammoth Lakes, CA] Online  View Release	United States	Newspaper	Media & Information	1,113 ^[1] visitors/month

	Malvern Daily Record [Malvern, AR] Online  View Release	United States	Newspaper	Media & Information	1,073 ^[1] visitors/month
	The Saline Courier [Benton, AR] Online  View Release	United States	Newspaper	Media & Information	1,073 ^[1] visitors/month
	Oldies 97.7 FM [Lubbock, TX] Online  View Release	United States	Broadcast Media	Media & Information	1,052 ^[1] visitors/month
	Daily Times Leader [West Point, MS] Online  View Release	United States	Newspaper	Media & Information	1,045 ^[1] visitors/month
	Fat Pitch Financials Online  View Release	United States	Online News Sites & Other Influencers	Financial	1,029 ^[1] visitors/month
	The Pilot News [Plymouth, IN] Online  View Release	United States	Newspaper	Media & Information	1,010 ^[1] visitors/month
	KMYL-TV MyLubbock-TV [Lubbock, TX] Online  View Release	United States	Broadcast Media	Media & Information	1,003 ^[1] visitors/month
	KJUN-TV / KFOL-TV HTV10 [Houma, LA] Online  View Release	United States	Broadcast Media	Media & Information	982 ^[1] visitors/month
	Sweetwater Reporter [Sweetwater, TX] Online  View Release	United States	Newspaper	Media & Information	936 ^[1] visitors/month
	Valley City Times-Record [Valley City, ND] Online  View Release	United States	Newspaper	Media & Information	881 ^[1] visitors/month
	Automotive Rhythms Online  View Release	United States	Online News Sites & Other Influencers	Transportation/Logistics	877 ^[1] visitors/month
	Wapakoneta Daily News [Wapakoneta, OH] Online  View Release	United States	Newspaper	Media & Information	847 ^[1] visitors/month
	Decatur Daily Democrat [Decatur, IN] Online  View Release	United States	Newspaper	Media & Information	843 ^[1] visitors/month
	96.9-FM The Bull [Lubbock, TX] Online  View Release	United States	Broadcast Media	Media & Information	820 ^[1] visitors/month
	The Antlers American [Antlers, OK] Online  View Release	United States	Newspaper	Media & Information	806 ^[1] visitors/month

	Winslow, Evans & Crocker Online  View Release	United States	Online News Sites & Other Influencers	Financial	803 ^[1] visitors/month
	The Newport Daily Express [Newport, VT] Online  View Release	United States	Newspaper	Media & Information	756 ^[1] visitors/month
	Starkville Daily News [Starkville, MS] Online  View Release	United States	Newspaper	Media & Information	700 ^[1] visitors/month
	Big Spring Herald [Big Spring, TX] Online  View Release	United States	Newspaper	Media & Information	695 ^[1] visitors/month
	The Punxsutawney Spirit [Punxsutawney, PA] Online  View Release	United States	Newspaper	Media & Information	690 ^[1] visitors/month
	Minster Community Post [Minster, OH] Online  View Release	United States	Newspaper	Media & Information	671 ^[1] visitors/month
	The Kane Republican [Kane, PA] Online  View Release	United States	Newspaper	Media & Information	665 ^[1] visitors/month
	The Observer News Enterprise [Newton, NC] Online  View Release	United States	Newspaper	Media & Information	656 ^[1] visitors/month
	The Evening Leader [St. Marys, OH] Online  View Release	United States	Newspaper	Media & Information	622 ^[1] visitors/month
	The Post and Mail [Columbia City, IN] Online  View Release	United States	Newspaper	Media & Information	612 ^[1] visitors/month
	Ridgway Record [Ridgway, PA] Online  View Release	United States	Newspaper	Media & Information	584 ^[1] visitors/month
	Axxess News Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	580 ^[1] visitors/month
	Inyo Register [Bishop, CA] Online  View Release	United States	Newspaper	Media & Information	554 ^[1] visitors/month
	The Deer Park Tribune [Deer Park, WA] Online  View Release	United States	Newspaper	Media & Information	523 ^[1] visitors/month
	Poteau Daily News [Poteau, OK] Online  View Release	United States	Newspaper	Media & Information	522 ^[1] visitors/month

	DatelineCarolina Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	506 ^[1] visitors/month
	Lang1234.com Online  View Release	Global	Online News Sites & Other Influencers	Media & Information	402 ^[1] visitors/month
	SOGOTRADE Online  View Release	United States	News & Information Service	Financial	394 ^[1] visitors/month
	My Silly Little Gang Online  View Release	United States	Blog-Parental Influencers	Retail & Consumer	394 ^[1] visitors/month
	AutoInformed Online  View Release	United States	Blog	Transportation/Logistics	304 ^[1] visitors/month
	California Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	282 ^[1] visitors/month
	Greater Cleveland Automobile Dealers' Association [GCADA] Online  View Release	United States	Industry Association Sites	Transportation/Logistics	275 ^[1] visitors/month
	Invertir USA Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	115 ^[1] visitors/month
	Manhattanweek Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	64 ^[1] visitors/month
	Folsom Local News [Folsom, CA] Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	55 ^[1] visitors/month
	The Weekend Drive Online  View Release	United States	Trade Publications	Transportation/Logistics	52 ^[1] visitors/month
	Milpitas Info [Milpitas, CA] Online  View Release	United States	Newspaper	Media & Information	28 ^[1] visitors/month
	1stCounsel Online  View Release	United States	Online News Sites & Other Influencers	Policy & Public Interest	Not Available
	AutoNews-Wire.com Online  View Release	United States	Online News Sites & Other Influencers	Transportation/Logistics	Not Available

*Data sources: [1]  [2] Alexa, [3] siteworthtraffic.com [4] Cision Digital Reach

*The data cited here by SimilarWeb represents site traffic data of worldwide unique visitors on desktop and mobile devices. Data is updated monthly.

Traffic

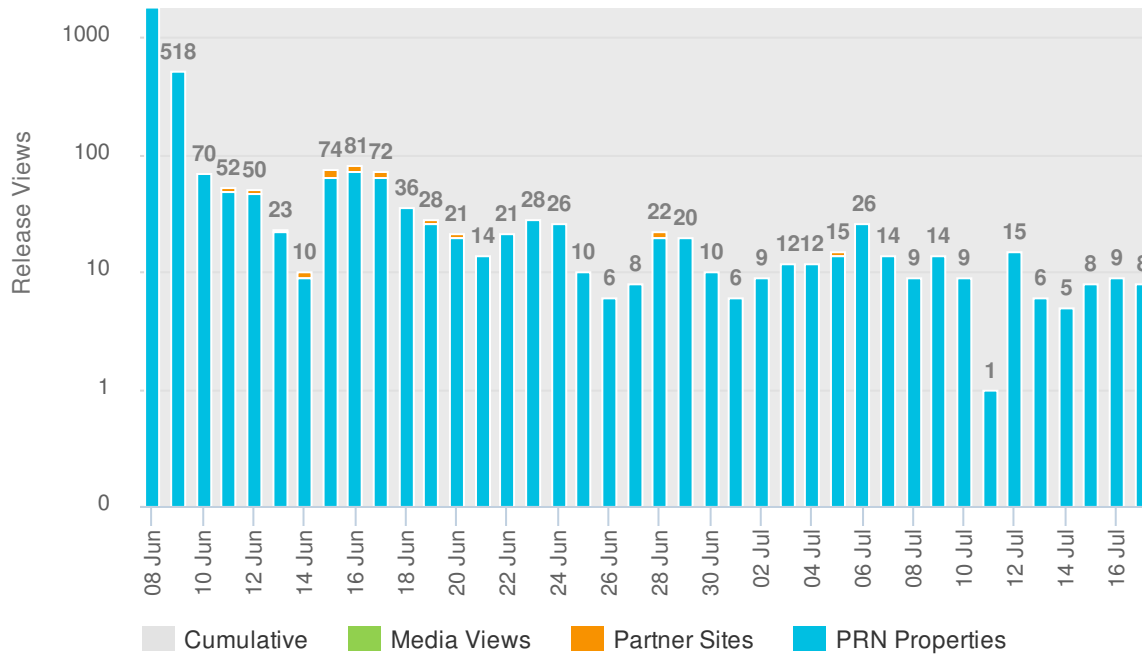
Overview

RELEASE VIEWS & HITS	4.5K	MULTIMEDIA	2.3K
Release Views	3.7K	Image Views	1.4K
Media Views	111	Image Web Crawlers	830
Public Views	3.6K		
Partner Sites	158		
PR Newswire Channels	3.4K		
Release Web Crawler Hits	842		

Release Views

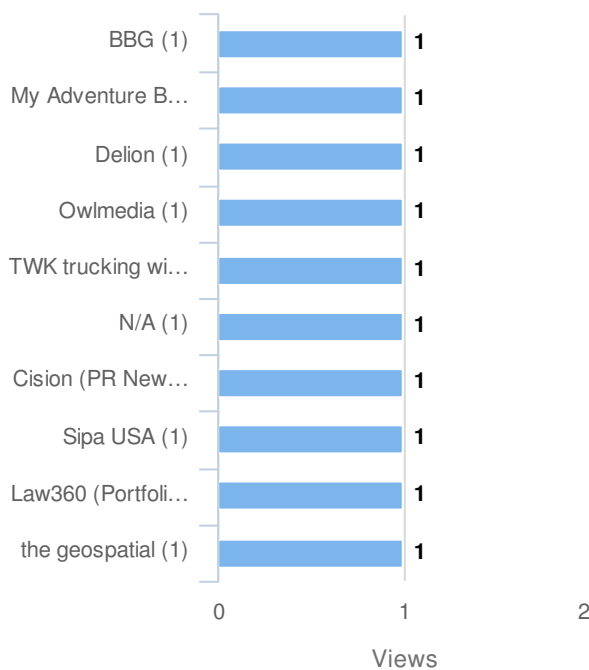
Release Views Over Time





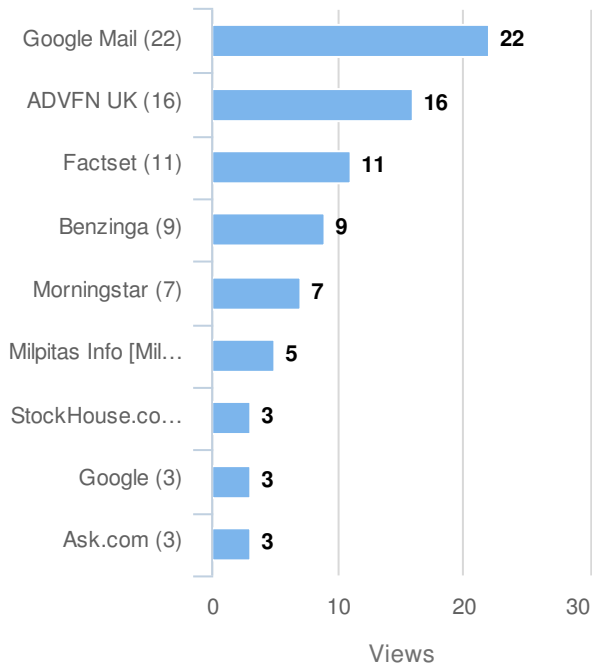
Media Views on PR Newswire for Journalists

Top 10 Outlets



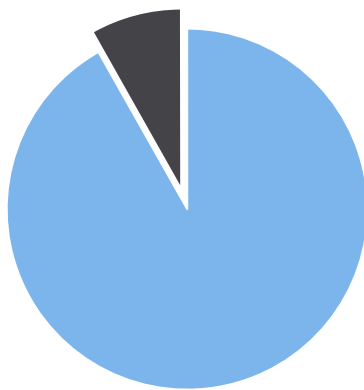
Views on Partner Sites

Top 10 Sites



Traffic to PR Newswire Properties

Type of Views



■ Desktop Views
■ Mobile/Tablet Views

Views

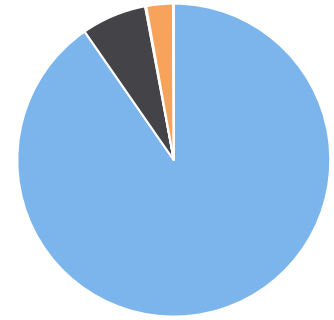
Type	Views
Desktop Views	3,122
Mobile/Tablet Views	278
Total Views on PR Newswire Properties	3,400

External Traffic Sources

Understand how viewers found your release.

Source Type	Source	Instances
Direct		3,072
Direct	Direct	3,072
✓ Search Engine (4)		228
Total		3,400

Source Type	Source	Instances
Search Engine	Google	213
Search Engine	Bing	10
Search Engine	DuckDuckGo	4
Search Engine	Yahoo!	1
✓ Social Media (1)		4
Social Media	Twitter	4
✓ PR Newswire Properties (1)		94
PR Newswire Properties	prnewswire.com	94
✓ Other Sites (1)		2
Other Sites	mma.prnewswire.com	2
Total		3,400



■ Direct
 ■ Search Engine
 ■ Social Media
 ■ PR Newswire Properties
 ■ Other Sites

Multimedia Views

Image Views & Hits

Image	Image Archive	Views	Web Crawler Hits	Total
	View Image	1,421	830	2,251
Total		1,421	830	2,251

* Image views are the total number of human views of the image as it appeared on this release. Web Crawler Hits are the number of spider and bot hits to the image and are cumulative from the original date of distribution.

Audience

Overview

VIEWS FROM IDENTIFIED AUDIENCES
157

AP & INFLUENCER LIST RECIPIENTS
1.2K

Media Views **111**

Wire Distribution / AP Outlets **1.1K**

Organization Views **46**

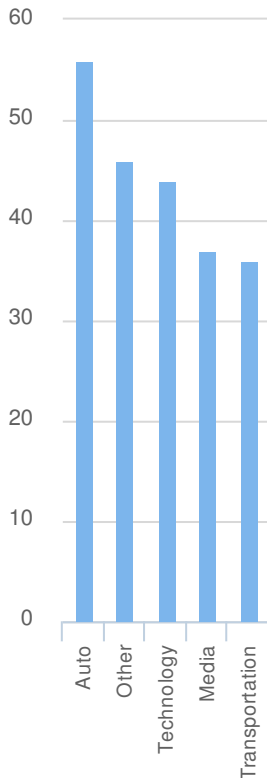
Targeted Influencers **171**

Audience Summary

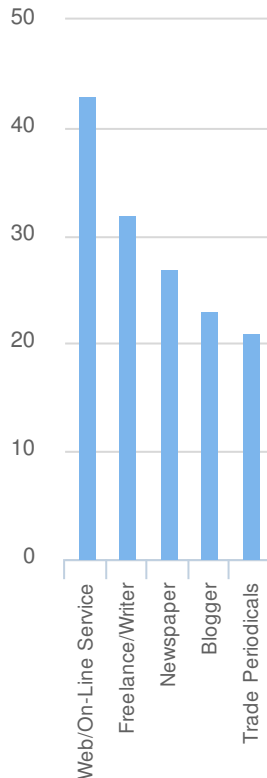
Media Demographics

A break down of the industries covered, the media types and the locations of the journalists & bloggers accessing your release on PR Newswire for Journalists.

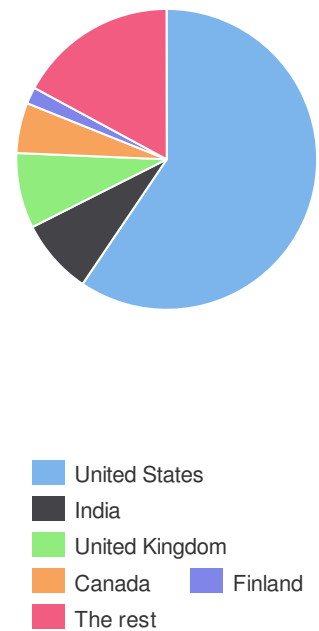
Top Industries



Top Media Types



Top Locations

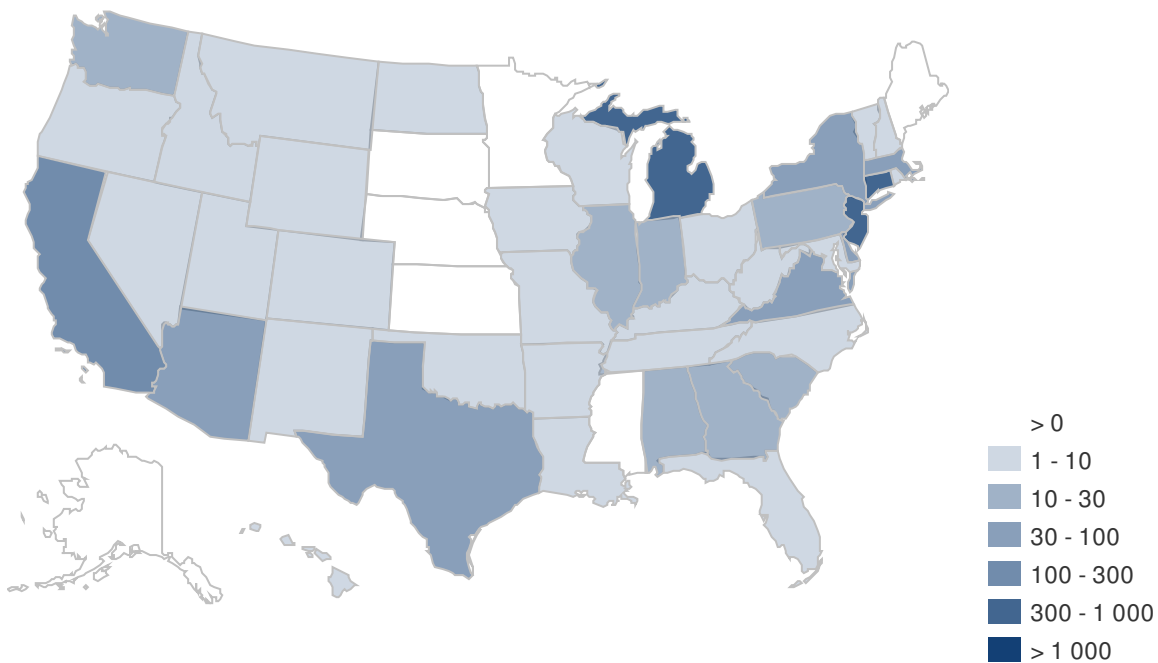
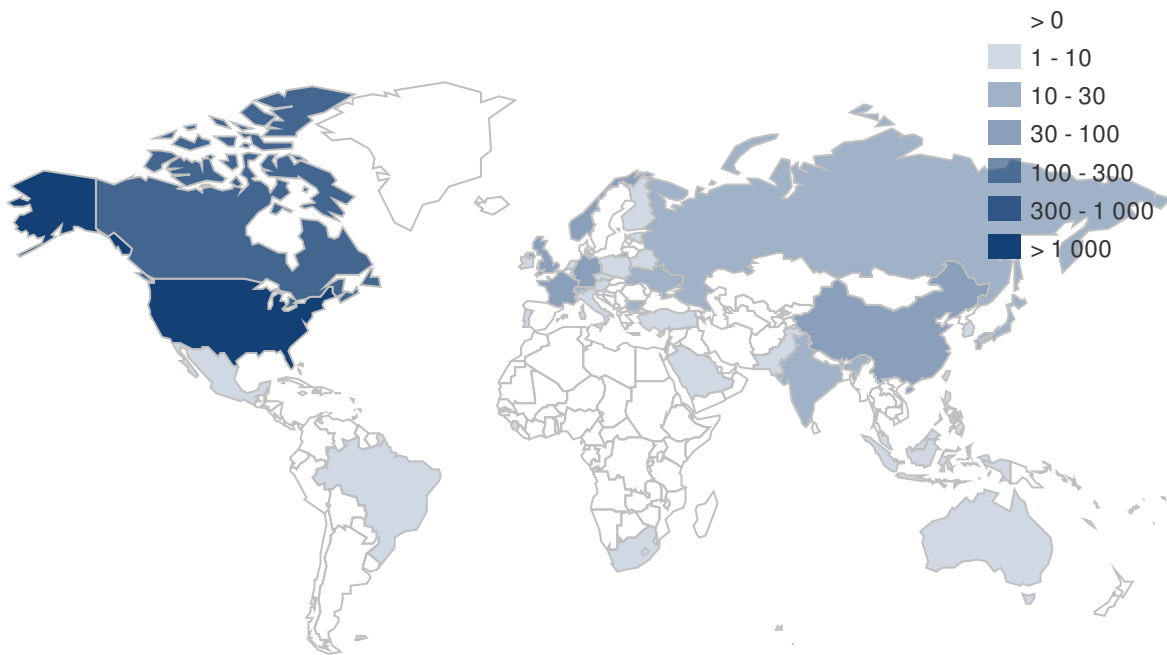


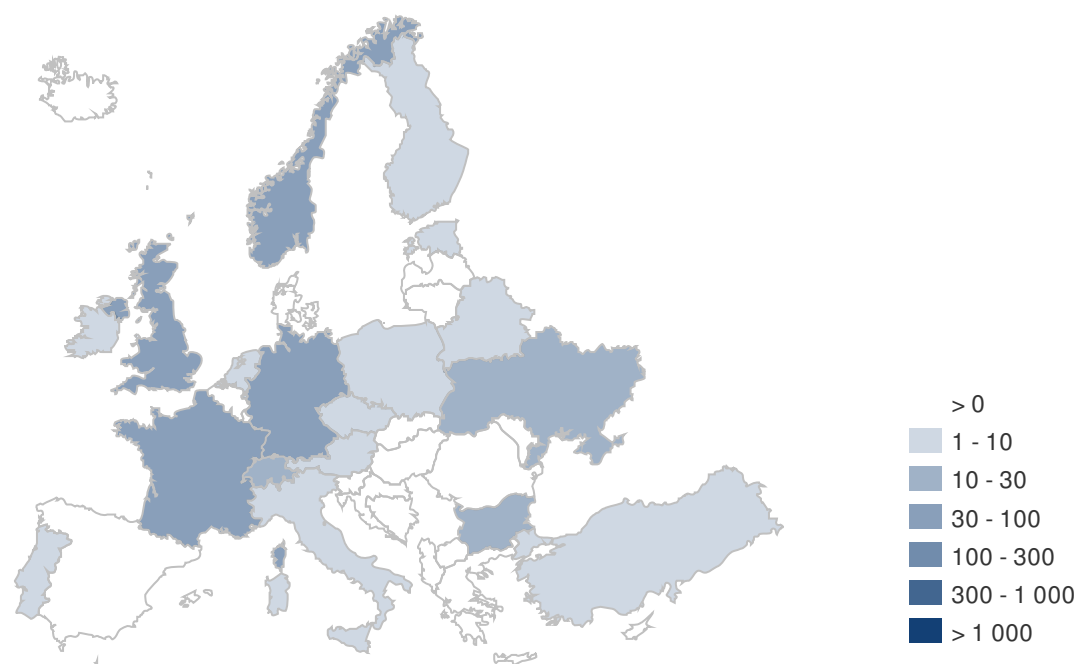
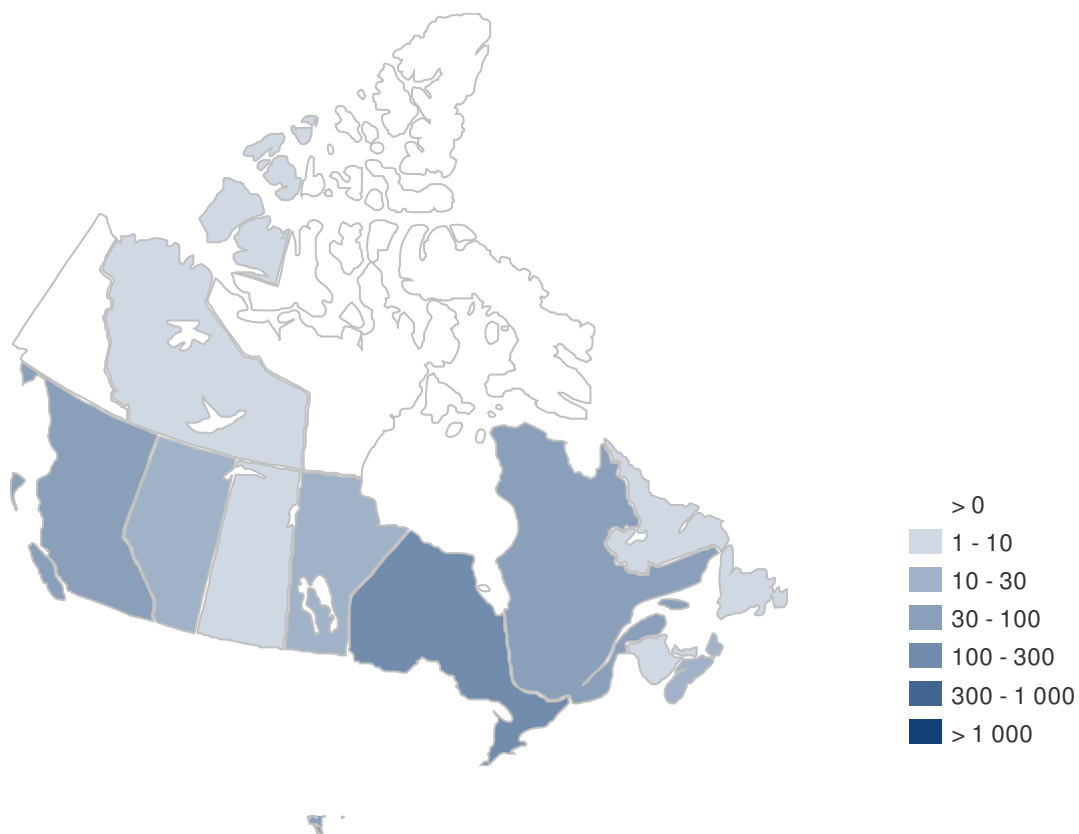
Geo-segmentation

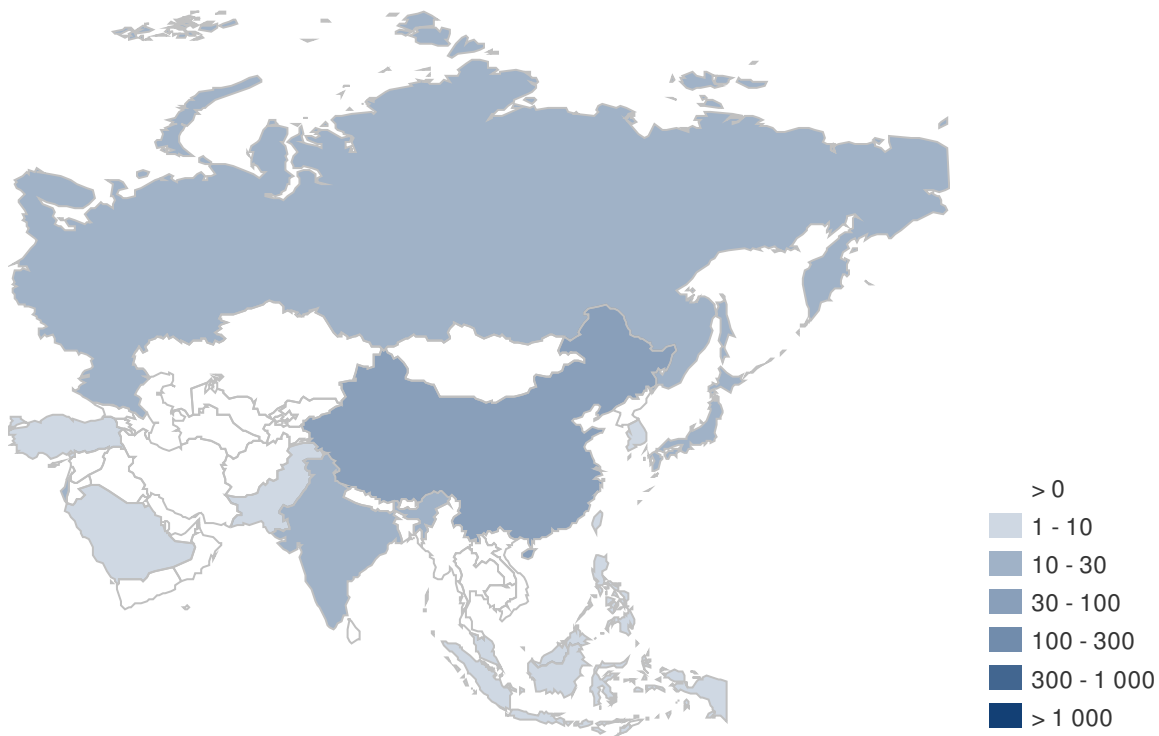
See where views of your release originated. Hover over map to see totals by location.

Select a region:

World View







Audience Details

Media Views

See the details of each media outlet from PR Newswire for Journalists that viewed your release.

Outlet	Industry	Source Type	Location	Views ▼
BBG	Auto	Wire Service	United States UNITED STATES	1
Total				111

My Adventure Bucket	Travel	Blogger, Freelance/Writer	United States UNITED STATES	1
Delion	Environment, Financial Services, General Business, Other, Technology	Blogger, Newspaper	Canada CANADA	1
Owlmedia	Environment, Healthcare, Heavy Industry, Technology	Freelance/Writer, Trade Periodicals	United Kingdom UNITED KINGDOM	1
TWK trucking with kingfish	Public Issues, Transportation, Travel	Other	United States UNITED STATES	1
N/A	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Newspaper, Web/On-Line Service	Israel ISRAEL	1
Cision (PR Newswire)	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Blogger, Consumer Periodicals, Freelance/Writer, Newspaper, Other, Radio, Television, Trade Periodicals, Web/On-Line Service, Wire Service	United States UNITED STATES	1
Sipa USA	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Wire Service	United States UNITED STATES	1
Law360 (Portfolio Media)	Energy	Web/On-Line Service	United States UNITED STATES	1
the geospatial	Media, Other, Technology	Web/On-Line Service	India INDIA	1
Mole News	Entertainment, Financial Services, General Business, Heavy Industry, Media, Technology	Freelance/Writer	United States UNITED STATES	1
Piper Group	Auto	Blogger	United States UNITED STATES	1
Observer	Financial Services, General Business	Freelance/Writer, Newspaper, Other	United States UNITED STATES	1
FreightWaves	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Trade Periodicals	United States UNITED STATES	1
Total				111

She Prevailed Media	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Blogger	United States UNITED STATES	1
D Magazine Partners	General Business	Consumer Periodicals	United States UNITED STATES	1
TrueCar	Auto	Web/On-Line Service	United States UNITED STATES	1
Argus Media Group	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Web/On-Line Service	United States UNITED STATES	1
Word Geek Media	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Freelance/Writer	United States UNITED STATES	1
Golden West Radio - Saskatchewan	Media	Radio	Canada CANADA	1
Wines & Travel	Transportation, Travel	Trade Periodicals	United States UNITED STATES	1
Endeavor Business Media	Auto, Energy, Heavy Industry, Transportation	Blogger, Freelance/Writer, Trade Periodicals, Web/On-Line Service	United States UNITED STATES	1
SpeedShooters	Auto, Sports, Transportation	Blogger, Freelance/Writer, Other	United States UNITED STATES	1
PR Newswire	Sports	Web/On-Line Service, Wire Service	United States UNITED STATES	1
Wright Media Corp.	Transportation	Web/On-Line Service	United States UNITED STATES	1
Community News Publishing	Auto, Transportation	Freelance/Writer, Newspaper, Web/On-Line Service	United States UNITED STATES	1
The Hip Hop Geek	Entertainment, Media, Travel	Blogger	United States UNITED STATES	1
Fortunly	Financial Services, General Business, Technology	Web/On-Line Service	Serbia SERBIA	1
Total				111

https://www.linkedin.com/in/ehilan-39795043/detail/recent-activity/posts/	Broadcast, Consumer Products, Environment, Features, General Business, Healthcare, Media, Public Issues, Travel	Blogger, Freelance/Writer, Newspaper, Web/On-Line Service	Sierra Leone SIERRA LEONE	1
Companies On The Move TV	Auto, Broadcast, Consumer Products, Energy, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Technology, Transportation, Travel	Television	United States UNITED STATES	1
KTXL/FOX40	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Television, Web/On-Line Service	United States UNITED STATES	1
National Observer	Other	Newspaper	United States UNITED STATES	1
N/A	Energy, Entertainment, Features, Media, Public Issues, Sports	Freelance/Writer	United States UNITED STATES	1
ULTIMATE REPORT	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Blogger, Freelance/Writer, Web/On-Line Service	United States UNITED STATES	1
Indian Branding Company	Entertainment, General Business, Public Issues, Technology	Freelance/Writer	India INDIA	1
The Weekly Issue/EI Semanario	Auto, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Media, Public Issues, Sports, Technology, Transportation, Travel	Newspaper	United States UNITED STATES	1
CISION	Auto	Blogger	India INDIA	1
Ben's Natural Health	Healthcare	Blogger	United Kingdom UNITED KINGDOM	1
gabby cabby	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other	Blogger, Consumer Periodicals, Freelance/Writer, Newspaper, Radio, Television, Trade Periodicals, Web/On-Line Service, Wire Service	United States UNITED STATES	1
Article Zone	Auto, Consumer Products, Entertainment, Features	Web/On-Line Service	India INDIA	1
S&P Global Intelligence	Energy, Heavy Industry, Other	Web/On-Line Service, Wire Service	United Kingdom UNITED KINGDOM	1
PAPAAAN	Auto, Broadcast, Consumer Products, Entertainment, Media, Sports, Technology, Travel	Blogger	Turkey TURKEY	1
Total				111

National News Syndicate	Technology	Freelance/Writer, Trade Periodicals	United States UNITED STATES	1
Institut Européen de journalisme	Entertainment, Environment, Other, Public Issues	Freelance/Writer, Newspaper	France FRANCE	1
Freelance: FE News, The Orchard at Tesco	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Public Issues, Sports, Technology, Transportation, Travel	Consumer Periodicals, Freelance/Writer, Newspaper, Radio, Television, Trade Periodicals, Web/On-Line Service, Wire Service	United Kingdom UNITED KINGDOM	1
NBC News	Auto, Consumer Products, Financial Services, General Business, Media, Other, Public Issues, Technology	Television, Web/On-Line Service	United States UNITED STATES	1
Grupo Reforma	Auto	Newspaper	Mexico MEXICO	1
KrazzyMag	Auto, Entertainment, Environment, Financial Services, General Business, Healthcare, Media, Public Issues, Sports, Technology, Travel	Blogger, Other, Web/On-Line Service	India INDIA	1
BlissFireMedia	Consumer Products, Entertainment, Environment, Features, Healthcare, Media, Other, Public Issues, Technology	Blogger, Consumer Periodicals, Freelance/Writer, Other, Web/On-Line Service	United States UNITED STATES	1
The Epoch Times	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Newspaper	United States UNITED STATES	1
Auto Report	Auto	Freelance/Writer	South Africa SOUTH AFRICA	1
Auburn Wire	Sports	Freelance/Writer, Web/On-Line Service	United States UNITED STATES	1
KHON2	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Technology, Transportation, Travel	Television, Web/On-Line Service	United States UNITED STATES	1
Content Canada	Other	Freelance/Writer	Canada CANADA	1
Hawthorne News	Auto, Consumer Products, Energy, Environment, Financial Services, General Business, Healthcare, Heavy Industry, Other	Freelance/Writer	United States UNITED STATES	1
BNP Media	Auto, Energy, Environment, Technology, Transportation	Trade Periodicals, Web/On-Line Service	United States UNITED STATES	1
SNL Energy	Energy	Trade Periodicals	United States UNITED STATES	1
Total				111

Economic Review	Auto, Energy, Features, Financial Services, Media, Public Issues, Sports	Freelance/Writer, Newspaper, Trade Periodicals	Pakistan PAKISTAN	1
heart & soul	Entertainment, Healthcare, Travel	Consumer Periodicals, Radio, Web/On-Line Service	United States UNITED STATES	1
PR	Technology	Other	Malaysia MALAYSIA	1
Freelancer	Other	Trade Periodicals	United States UNITED STATES	1
KLMPerformance.com	Auto	Web/On-Line Service	United States UNITED STATES	1
LotPro.com	Auto	Blogger	United States UNITED STATES	1
Freelancer	Entertainment, Features, Healthcare	Freelance/Writer, Newspaper	United States UNITED STATES	1
Houston Chronicle	Features	Newspaper	United States UNITED STATES	1
Record Gazette	Entertainment, General Business, Media, Public Issues	Newspaper	United States UNITED STATES	1
Randall-Reilly Publishing Co.	Transportation	Trade Periodicals	United States UNITED STATES	1
Kingsport Times-New	Other	Newspaper	United States UNITED STATES	1
http://gay_blog.blogspot.com/	Other, Travel	Web/On-Line Service	United States UNITED STATES	1
Dow Jones Newswires	Auto	Wire Service	United States UNITED STATES	1
AUTOLEHT	Auto	Newspaper	Estonia ESTONIA	1
WSAZ	Financial Services	Television	United States UNITED STATES	1
The Washington Bureau	Other	Other	United States UNITED STATES	1
Popular Science	Other	Consumer Periodicals, Trade Periodicals	United States UNITED STATES	1
Total				111

Wheels Magazine	Other	Other	Canada CANADA	1
InvestmentWires	Financial Services	Consumer Periodicals	United States UNITED STATES	1
IN*TEAM Redaktionsbuero	Auto, Technology	Freelance/Writer	Germany GERMANY	1
Feather River Bulletin	Other	Newspaper	United States UNITED STATES	1
World of Wheels	Auto	Freelance/Writer	Canada CANADA	1
Walla Walla Union Bulletin	Features, Healthcare, Technology	Newspaper	United States UNITED STATES	1
New York 1 News	Other	Television	United States UNITED STATES	1
Woman's Day	Features, Healthcare, Other	Consumer Periodicals, Freelance/Writer, Newspaper, Trade Periodicals, Web/On-Line Service	United States UNITED STATES	1
News Aktuell	Other	Wire Service	Switzerland SWITZERLAND	1
Coelum	Other	Consumer Periodicals, Web/On-Line Service	Italy ITALY	1
Repairer Driven News	Auto, Other, Public Issues, Technology, Transportation	Trade Periodicals, Web/On-Line Service	United States UNITED STATES	1
Lesnumeriques.com	Auto, Technology	Consumer Periodicals, Web/On-Line Service	France FRANCE	1
ISoVegas	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Blogger	United States UNITED STATES	1
Fleet world	Transportation	Trade Periodicals	United Kingdom UNITED KINGDOM	1
Recombu	Auto, Broadcast, Consumer Products, Entertainment, Features, Media, Technology, Transportation	Freelance/Writer, Radio, Television, Web/On-Line Service	United Kingdom UNITED KINGDOM	1
Daily News	Other	Other	South Africa SOUTH AFRICA	1
Total				111

Automotive India News	Auto, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Newspaper	India INDIA	1
NewsRx	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Web/On-Line Service	United States UNITED STATES	1
Cognizant	Auto, General Business	Blogger, Freelance/Writer	India INDIA	1
Handy Shipping Guide	Auto, Heavy Industry, Other, Transportation	Web/On-Line Service	United Kingdom UNITED KINGDOM	1
Linkator Ltd	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Web/On-Line Service	United Kingdom UNITED KINGDOM	1
luxuryvolt	Auto	Blogger	India INDIA	1
Basex, Accura Media Group, Frequent Business Traveler	Auto, Technology, Travel	Trade Periodicals	United States UNITED STATES	1
Tekniikan Maaailma	Auto, Consumer Products, Energy, Technology, Transportation	Consumer Periodicals, Web/On-Line Service	Finland FINLAND	1
Fitness And The Foodie	Consumer Products, Entertainment, Other, Travel	Blogger	United States UNITED STATES	1
Gaceta UNAM	Environment, Features, Healthcare, Media, Public Issues, Sports, Travel	Newspaper, Web/On-Line Service	Mexico MEXICO	1
Motoring & Beyond	Auto, Transportation	Blogger, Freelance/Writer, Web/On-Line Service	India INDIA	1
Aftersales Magazine	Auto	Trade Periodicals	Netherlands NETHERLANDS	1
Okinawa Marine	Broadcast, Environment, Features, Financial Services, Media, Public Issues, Technology, Transportation, Travel	Freelance/Writer, Newspaper, Web/On-Line Service, Wire Service	Japan JAPAN	1
The Kyle & Jackie O Show	Broadcast, Consumer Products, Entertainment, Features, Media, Other, Public Issues, Technology	Radio	Australia AUSTRALIA	1
Summit Media	Environment, General Business, Healthcare, Technology	Trade Periodicals	United States UNITED STATES	1
VC-List	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Blogger, Consumer Periodicals, Freelance/Writer, Newspaper, Other, Trade Periodicals, Web/On-Line Service	United States UNITED STATES	1
Total				111

--	--	--	--	--

www.motouutiset.fi	Auto, Other, Technology	Web/On-Line Service	Finland FINLAND	1
Sing Tao Daily Toronto Edition	Other	Newspaper	Canada CANADA	1
Scoop to Go	Auto	Web/On-Line Service	United States UNITED STATES	1
http://venicedispatch.info	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Web/On-Line Service	United States UNITED STATES	1
just-auto.com	Auto, Transportation	Other	United Kingdom UNITED KINGDOM	1
Total				111

Organization Views

See which organizations have viewed your release

Organization	Headquarters	Visitor Location	Parent Organization	Industry	Views
IVYTech Community College of Indiana	9301 East 59th Street , United States	UNITED STATES	Ivy Tech Community College	Education	3
RightClick	1221 E. Dyer Road, Suite 225 , United States	UNITED STATES	Right Click Inc	Business Services	2
Financial Recovery Technologies LLC	1 Summer St , United States	UNITED STATES	Financial Recovery Technologies LLC	Financial Services	2
Blazing SEO, LLC	1316 N St Suite 100 , United States	UNITED STATES			2
Quad/Graphics Inc.	N61 W23044 Harry's Way , United States	UNITED STATES	Quad/Graphics Inc.	Business Services	2
UAB	23 Al Azbakeyah , Egypt	UNITED STATES			1
Opoint AS	Akersgata 28 A Sentrum , Norway	SWEDEN	Opoint AS	Software & Internet	1
Korbank S. A.	Nabycinska 19 53-677 , Polish	POLAND			1
Vilite Multimedia Private Limited	India	INDIA			1
VOLOCOM SRL	Via Luigi Rizzo, 8/1 , Italy	ITALY			1
OU - ISS Inc.	655 Research Parkway , United States	UNITED STATES			1
Total					46

Robbins Geller Rudman & Dowd LLP	655 West Broadway ,	UNITED STATES			1
TransCanada Pipelines Limited	700 Louisiana Street , United States	CANADA			1
Scancom Limited	Scancom Ltd. Plot OER 6 , Ghana	GHANA			1
Information Handling Services	15 Inverness Way East. , United States	UNITED STATES	IHS Inc	Software & Internet	1
ACT Hyderabad	India	INDIA			1
STATE OF DELAWARE	Department of Technology and Information , United States	UNITED STATES	DNREC	Government	1
BRAD HENDRICKS LAW FIRM	500 PLEASANT VALLEY DR , United States	UNITED STATES	The Brad Hendricks Law Firm	Law Firms & Legal Services	1
ADT LLC	1501 Yamato Road , United States	UNITED STATES	ADT	Business Services	1
WHITE & CASE PTE LTD	Singapore	SINGAPORE			1
ChicagoVPS	Suite 302, 325 Delaware Ave , United States	UNITED STATES	ChicagoVPS	Software & Internet	1
Computer Data Products	80 Richmond St. , Canada	CANADA	Computer Data Products	Retail	1
Gardner-Webb University	110 South Main Street , United States	UNITED STATES	Gardner-Webb University	Education	1
Gateway Motors (Edmonton) Ltd	3777 Kingsway , Canada	CANADA			1
MERIT MILE	131 NE 1ST AVE , United States	UNITED STATES	Merit Mile LLC	Business Services	1
Chubb & Son	I/T Governance , United States	UNITED STATES	chubb ltd	Insurance	1
FRIEND TIRE COMPANY	3535 W DIRECTORS ROW , United States	UNITED STATES	Friend Tire Company	Transportation & Storage	1
Department of Customer Service	attn: Colin Leslie Service Management Office , Australia	AUSTRALIA			1
Cancon Logistics Inc.	6071 Burnside Court Unit # 2 , Canada	CANADA	Cancon Logistics Inc.	Transportation & Storage	1
Pickering College-TOROONNL	16945 Bayview Ave , Canada	CANADA	Pickering College	Education	1
Emeigh Investments LLC	440 N 8th St Suite 110 , United States	UNITED STATES			1
Stetson University	Campus Box 8347 , United States	UNITED STATES	Stetson University	Education	1
Halliburton Company	3000 N Sam Houston Pkwy E , United States	UNITED STATES	Halliburton Company	Energy & Utilities	1
Huron County Board of Education	Huron County Board of Education 103 Albert Street , Canada	CANADA			1
Government of Newfoundland and Labrador, Office of the Chief Information Officer	40 Higgins Line PO Box 8700 , Canada	CANADA	Information		1
Cooke AQUACULTURE INC CHAMCOOK	1 FUNDY BAY , Canada	CANADA			1
Symantec Corporation	350 Ellis Street , United States	UNITED STATES	Symantec Corporation	Software & Internet	1
Southern Company Services, Inc.	64 Perimeter Center East , United States	UNITED STATES	Southern Company	Energy & Utilities	1
Total					46

Black Creek TV	PO Box 215 , Canada	CANADA			1
Federal Express Corp.	Federal Express Corp. Integrated Network Planning and Engineering P.O. Box 727 , United States	UNITED STATES	FedEx Corporation	Transportation & Storage	1
Total					46

Targeted Audience

The lists below represent categories of targeted audiences you selected for your release.

Cision Influencer Lists

Car & Motorcycle Accessories (139 organizations, 171 recipients)

Organization	Number of recipients
Hemmings Classic Car Magazine	5
American Car Collector Magazine	4
cars.com Internet Magazine - Online Only	3
Digital Trends España Internet Magazine - Online Only	3
IHS Automotive Consulting Industry Research Firm	3
Mopar Connection Internet Magazine - Online Only	3
MotorWeek - Maryland Public Television Regional Television Network Show	3
Strategy Analytics Industry Research Firm	3
Automotive Engineering Magazine	2
Automotive News Magazine	2

Associated Press Outlets

Every PR Newswire U.S. wire newswire includes targeted distribution to the Associated Press, an essential global news network that delivers content to an extensive set of media platforms and formats. The list below represents the outlets you reach via this partnership.

Outlet Name	City	State	Newswire	Type	Audience
C-SPAN	Washington	DC	US1	Television	86,200,000 Subscribers
Scribd, Inc.	San Francisco	CA	US1	Aggregator	43,531,670 Visitors per Month
FoxNews.com	New York	NY	US1	Online	32,516,438 Visitors per Month
CBS News Radio	New York	NY	US1	Radio	30,000,000 Broadcast Audience
New York Times Digital	New York	NY	US1	Newspaper	29,886,442 Visitors per Month
Apple Inc.	Cupertino	CA	US1	Organization/Company	29,709,459 Visitors per month
CNBC.com	Englewood Cliffs	NJ	US1	Online	26,089,260 Visitors per Month
CBSnews.com	New York	NY	US1	Online	26,080,671 Visitors per Month

Outlet Name	City	State	Newsline	Type	Audience
abcnews.com	New York	NY	US1	Online	24,167,779 Visitors per Month
U.S. News & World Report	Washington	DC	US1	Magazine	23,945,529 Visitors per Month

Engagement

Overview

TOTAL ENGAGEMENT ACTIONS

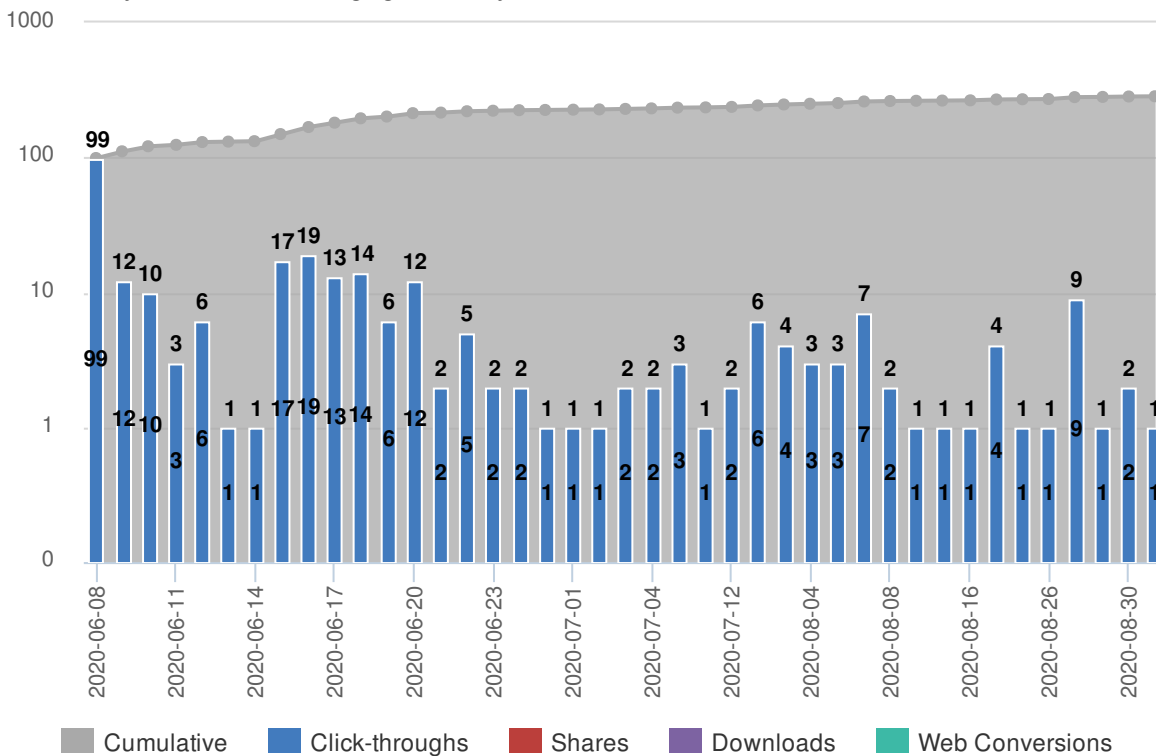
284

Click-throughs

284

Engagement Timeline

See when your audience engaged with your release.



Engagement Details

A break down of click-throughs, shares and other engagement actions.

Click-throughs

The number of times your release sent visitors to the pages you linked to

URL	Click-throughs
https://www.magellangps.com/support/livingston-registration	129
http://www.magellanroadmatesettlement.com/	96
Total	284

URL	Click-throughs
https://service.magellangps.com/	56
http://www.cptgroup.com	2
https://www.cision.com/careers/	1
Total	284

[About Cision PR Newswire](#) [Contact](#) [Terms of Use](#) [Privacy](#) [Blog](#)

Copyright © 2020 Cision US Inc., 130 E Randolph St., 7th Floor, Chicago, IL 60601. View our Privacy Policy.

EXHIBIT D

AT HOME

Couple finds joy in their tiny ‘skoolie’ home on the road

Shortly after Hannah and Ian Hernandez began dating five years ago, they took their relationship on the road. Together, they drove from Florida to California and back.

Marni Jameson
At home

“My friends said, ‘Two weeks in a car with a girl? Good luck with that,’” Ian recalled. “If that doesn’t kill the relationship, nothing will,” Hannah added.

The couple, now married with a 20-month-old daughter and a baby boy due in two weeks, not only passed the road test, they doubled down on their love of travel by buying a school bus and converting it into a tiny house. Creating what is known as a “skoolie,” the Hernandezes have joined a growing trend of bus converters, who can take their homes on the road.

But the desire to travel wasn’t their only motivator.

“We wanted to own something,” said Hannah, a professional seamstress. “We were both working so hard to pay rent for a place that wasn’t ours.”

As the lease on their townhouse was ending in 2016, Hannah, 25, and Ian, 27, looked for options. They attended a few tiny house shows, where they discovered skoolies.

They found a 1990 school bus on Craigslist with 250,000 miles on it and bought it for \$2,000.

“Then we looked at each other and said, ‘I guess we’ll do this thing,’” Hannah said.

They moved in with Hannah’s parents so they could put the money they’d been spending on rent into their skoolie.

“We didn’t want to go into debt doing this,”



COURTESY OF HANNAH HERNANDEZ

This school bus-turned-tiny house has all the comforts of home in 187 square feet.

Hannah said. “The whole point was to own something debt free.”

To make the bus a home, they gutted the inside, removing all the seats and flooring. They insulated the walls with spray foam, paneled the ceiling with white wainscot, installed two sinks, a shower, a composting toilet, a stove and a refrigerator. They tiled the bathroom and built cabinets. They ran electrical wiring and added solar panels, so they can be off the grid when they travel. They also invested in a few items most homes don’t need — like new tires.

Two years later, they moved into their tricked-out bus home, which is 35 feet long and 8 feet

wide, with 6-foot-2-inch ceilings and a whopping 187 square feet of living space.

And it’s as cute as a ladybug, thanks to Hannah’s knack for decorating and Ian’s knack for building.

Just behind the driver’s seat is a kitchen with a stove, sink and cabinets, and a dining area across the aisle. The adjacent sitting area has a sofa that pulls out into a bed. Farther down the center aisle are a crib area for 20-month-old Nora, a hanging bassinet for the baby on the way, a bathroom with shower, and the main sleeping area.

All in, they spent \$14,000, including the cost of the bus.

Though they were already grateful to own a home free and clear, when the coronavirus hit they felt doubly blessed. Ian, who had been working for a company that installed solar panels, got laid off.

“We didn’t have to stress about a rent payment,” Hannah said. “It’s very liberating to know everything is paid for, and nobody can take it from us.”

They also are free to move about the country. In the past 18 months, they have logged 10,000 miles on the skoolie, traveling all over the East Coast. They tow their car along, so they have another set of wheels.

Next they plan to save up to buy some land and

build a house out of shipping containers, Hannah said. “We’re a little different. We like a project.”

As for their bus, “we’ll hang onto it,” Ian said. “It will always be nice to be able to hit the road.”

Meanwhile, for those interested in seriously downsizing, the Hernandezes shared these tips for tiny living:

THE DIY FACTOR » “The hardest part of the process was figuring out how to do everything ourselves,” Ian said. “Because we had a big learning curve, what should have taken a year, took twice that.”

DOUBLE-DUTY EVERYTHING » “Anything that goes in

has to have more than one purpose,” Ian said.

“For instance, we have an Instant Pot because it does a lot, but no toaster, which does one thing. We can toast bread in the oven.”

SMALL OVER LARGE » The couple let go of their bulky Vitamix and use a Baby Bullet blender instead, which takes up less space.

BUILT-IN STORAGE » “More storage means less clutter,” Hannah said. “When you don’t have a lot of space, it’s easy to look cluttered.” Their skoolie has drawers under beds, for example, and under the kitchen table.

MINIMALISM » “Don’t hold on to things you haven’t touched in 10 years. Make sure every item you have adds value to your life now,” she said.

That said, Hannah still likes to change up her home’s décor and brakes for thrift stores. But if she brings something home, something has to go. “That’s the rule.”

PEANUT GALLERY » “Skoolie life isn’t for everyone,” Hannah said. “Some people look at us like we’ve lost our minds. They say they could never live in a space that small. Others associate our way of life with homelessness or hippie-ish living. We’ve heard it all. We’re used to filtering out the comments. We just think about how much we’ve traveled, and how much we’ve saved.”

Syndicated columnist Marni Jameson is the author of three home and lifestyle books, including “Downsizing the Family Home What to Save, What to Let Go” (Sterling Publishing). You may reach her at marnijameson.com.

Michael Livingston v. MiTAC Digital Corporation, No. 4:18-cv-05993-JST
UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

All persons who purchased a Magellan RoadMate Navigator with Free Lifetime Map updates in the United States of America on or after September 28, 2014 and before June 30, 2019 (“Class Members”).

On April 29, 2020, the Honorable Jon S. Tigar of the United States District Court, Northern District of California granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement.

Plaintiffs Michael Livingston and Sharon McGill, on behalf of themselves and on behalf of all Class Members, allege that Defendant MiTAC Digital Corporation (“Defendant” or “Magellan”) misled Class Members to believe that their Magellan RoadMate Navigators would receive free lifetime updates, when in fact Defendant allegedly required Class Members to purchase updates. Defendant denies these allegations, and denies that it has acted improperly or wrongfully in any way. Defendant believes that the lawsuit has no merit. The Court has not decided who is right.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 2:00 p.m. on November 4, 2020 in Courtroom 6, 2nd Floor of the United States District Court, Northern District of California located at 1301 Clay Street, Oakland, California 94612. You are not required to attend the Hearing. Note: The date for the Final Approval Hearing may change without further notice to Class Members.

Summary of The Proposed Settlement Terms

Free Registration for Lifetime Map Subscriptions. If you purchased a Magellan RoadMate Navigator with Free Lifetime Map Updates on or after September 28, 2014 and before June 30, 2019, and you would like to receive free map data updates, you must register your lifetime map subscription on or before September 17, 2020. Registration is quick and free. You can either register on Magellan’s website at <https://www.magellangps.com/support/livingston-registration> or, have a registration form or a renewal form mailed to you by contacting Magellan’s customer support team at <https://service.magellangps.com>.

Reimbursement for Map Updates. Magellan will reimburse customers with free lifetime map subscriptions for verified purchases of map updates and for other incurred expenses relating to the lifetime map subscription, plus interest. This offer is available to customers who have purchased a Magellan RoadMate Navigator with Free Lifetime Map Updates on or after September 28, 2014 and before June 30, 2019. To submit a claim for reimbursement, complete the Reimbursement Form at www.MagellanRoadMateSettlement.com.

New Terms and Conditions for Lifetime Map Subscriptions. On June 18, 2018, Magellan posted a FAQ on its website describing the terms and conditions of lifetime map subscriptions. Magellan regrets any confusion that this FAQ may have caused to its customers and will clarify to its customers that the terms and conditions in this FAQ apply only to RoadMate Navigators with Free Lifetime Map Updates purchased on or after June 30, 2019.

Customer Support for Free Map Updates. Magellan is devoted to ensuring that its customers who purchased Navigator devices with free lifetime map subscriptions are able to receive free map data updates. If you are experiencing any difficulties in obtaining a free map update for your RoadMate Navigator with Free Lifetime Map Updates, please contact Magellan’s customer support team for assistance at <https://service.magellangps.com>.

Your Options Under the Settlement

Do Nothing And Remain a Member of the Class. If you do not exclude yourself from the Class, you will remain a member of the Class, you will be eligible for the benefits provided by the settlement, you will be bound by the settlement, and you will give up the claims that are released by the settlement.

Exclude Yourself From the Class. You may exclude yourself from the Class by completing the Exclusion Form online at www.MagellanRoadMateSettlement.com. All Exclusion Forms must be submitted on or before August 18, 2020.

Object to the Settlement. You can ask the Court to deny approval by filing an objection on or before August 18, 2020. You can’t ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

This is only a summary. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.MagellanRoadMateSettlement.com.

KITCHEN & BATH REMODELS

Kitchen & Bath

Vanities

Cabinet Refinishing

Windows & Doors

Sunrooms & Patio Covers

Baseboards & Crown Moulding

Flooring

(New & Refinished)

Call Today for Your FREE In-Home Consultation

408.559.0999

www.ADVHI.com

Lic. #953042

FREE Custom Kitchen Design with the purchase of your kitchen cabinets

Let us assist you with planning/designing your Kitchen, Bathroom, or Flooring Project! Let us assist you in selecting the right fixture for you at contractor prices!

If we don't have it, we will locate it for you!

20% off ON ALL FLOORING AND VANITIES

Offer expires July 15, 2020

879 E. Hamilton Avenue Campbell

Corner of Bascom & Hamilton. Driveway after carwash

Exhibit D to Declaration of Melinda Yang

Page 57

MORRIS

Damaged tomatoes, stunted irises? Gardener tells why

My tomatoes are starting to ripen, but the ends are turning black and getting soggy. Is there some insect or disease that is causing this? What can I do about it?

— R.G., Castro Valley



Joan Morris
Columnist

No insects or diseases. It's called blossom-end rot, and although it can be common in tomatoes, it also happens in peppers, squashes, cucumbers and melons.

It's caused by a lack of calcium, but that doesn't mean that your soil is lacking in calcium. It probably isn't. It's usually more of an irrigation problem. The water is what carries the calcium up into the plant, but if the watering has been inconsistent, the end of the tomato can rot.

For example, if you started your garden by

giving seedlings lots of water, then forgot to water as often as you should, end rot can occur.

You don't want to eat the nasty looking part of the tomato, but you can cut off the bad part and eat the rest. To prevent the condition with future tomatoes, make sure you have a consistent watering schedule.

I am hoping you can help me identify what is wrong with one of my irises. The flowers are stunted and do not look like they are supposed to. Any ideas? Insects or a virus? I have asked around and no one seems to know.

— Larry Switzer, Bay Area

The root of your problem is, most likely, in the iris bulb. If the bulb was mushy or rotten, or small or undersized, it can

produce stunted blooms, and in some cases, no blooms at all.

When you plant bulbs, they can look normal but then rot in the soil if it's too wet. Sometimes older bulbs get accidentally mixed in with new ones that you purchase. Or if you dug up your irises, divided and replanted them, you might have planted a bulb that was just spent. It happens.

As you have other irises that bloomed normally, it doesn't seem that you have a soil issue or an insect one. Mark the plant, and the next time you divide your bulbs, toss that one out.

Do you have a gardening question about outdoor plants or house plants? Send your questions to Joan Morris at jmorris@bayareanews-group.com.

Contact Joan Morris at 925-977-8479.

SJPD

FROM PAGE 3

and the one that plotted violence against King had until last week worked as a part-time officer in the Tracy Police Department.

In a statement Thursday, Tracy police said that the officer is "no longer conducting work" for the department and that he "was immediately relieved of duty pending an investigation." Tracy police did not name the officer, but he has been identified as retired San Jose police Sgt. Billy Dishman.

Raj Jayadev of Silicon Valley De-Bug said the 1070DSJ group exposed the need for a deeper set of reforms, including the diversion of funds from the Police Department to commu-

nity programs.

"Off the top, every case these officers have been involved in must be reopened and reinvestigated. Second, active officers need to be immediately removed," Jayadev said.

"And the reality is, this hate-filled racism is just what happened to be found in that Facebook group," he continued. "The city can't solve this by creating a new office to study the racism, or removing the 'bad apples.' Through this post, we now have confirmation that the SJPD has been a haven for current and former racists — generational institutional racism. This is why the community has called for defunding the police."

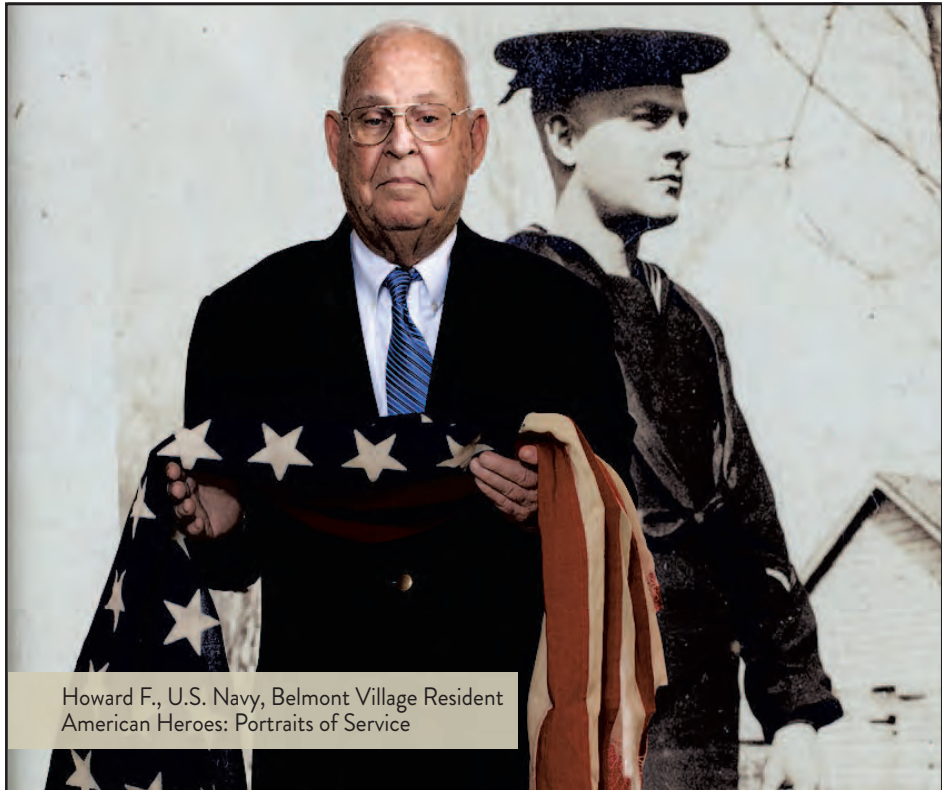
The author of the Medium article, meanwhile, was not satisfied by the re-

bukes and calls for firings. The department needs to do more to address "systemic racism" within its ranks, the author said, citing as one example the lawsuit Officer Nabil Haidar filed in 2018. Haidar, a Lebanese-American, alleged he was subjected to Islamophobic harassment, discrimination and retaliation because of his race, national origin and religion.

The author said the department also needs to promote more officers of color.

"Them taking action is not the end of the process," the author said. "It's only the beginning."

Staff writer Nico Savidge contributed to this report. Contact Jason Green at 408-920-5006 and Robert Salonga at 408-920-5002.



Howard F., U.S. Navy, Belmont Village Resident
American Heroes: Portraits of Service

BELMONT VILLAGE SALUTES AMERICAN HEROES

Every Independence Day, we honor our resident veterans. As we navigate this pandemic together, your courage, sacrifice and resilience are an inspiration to us all. Our commitment to the health and happiness of all of our residents is as strong as ever. As our community, our city and our country move forward, we are mindful of the trust you place in us to provide the highest standards in senior living for Bay Area seniors and families.

Schedule a virtual tour today at
BELMONTVILLAGE.COM/ALBANY

BELMONT Village

SENIOR LIVING
ALBANY

July 4, 2020

Photography by Thomas Sanders



©2020 Belmont Village, L.P. | RCFE 019200721



CLEAN UP, MOVING, RESTORATION & TRASH REMOVAL!

COVID19 CERTIFIED!



★★★★★

24hr



24hrNoJob2Small@gmail.com

"No matter the time you got a problem, we got an answer"

Hauling • Trash Removal
24 Hour Moving Services

Restoration of Water Damaged Piping/Plumbing Services

Demo House Restoration
30% Senior Discount
20% Economic Discount

CALL NOW! 669-377-3222

Michael Livingston v. MiTAC Digital Corporation, No. 4:18-cv-05993-JST
UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

All persons who purchased a Magellan RoadMate Navigator with Free Lifetime Map updates in the United States of America on or after September 28, 2014 and before June 30, 2019 ("Class Members").

On April 29, 2020, the Honorable Jon S. Tigar of the United States District Court, Northern District of California granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement.

Plaintiffs Michael Livingston and Sharon McGill, on behalf of themselves and on behalf of all Class Members, allege that Defendant MiTAC Digital Corporation ("Defendant" or "Magellan") misled Class Members to believe that their Magellan RoadMate Navigators would receive free lifetime updates, when in fact Defendant allegedly required Class Members to purchase updates. Defendant denies these allegations, and denies that it has acted improperly or wrongfully in any way. Defendant believes that the lawsuit has no merit. The Court has not decided who is right.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 2:00 p.m. on November 4, 2020 in Courtroom 6, 2nd Floor of the United States District Court, Northern District of California located at 1301 Clay Street, Oakland, California 94612. You are not required to attend the Hearing. Note: The date for the Final Approval Hearing may change without further notice to Class Members.

Summary of The Proposed Settlement Terms

Free Registration for Lifetime Map Subscriptions. If you purchased a Magellan RoadMate Navigator with Free Lifetime Map Updates on or after September 28, 2014 and before June 30, 2019, and you would like to receive free map data updates, you must register your lifetime map subscription on or before September 17, 2020. Registration is quick and free. You can either register on Magellan's website at <https://www.magellangps.com/support/livingston-registration> or, have a registration form or a renewal form mailed to you by contacting Magellan's customer support team at <https://service.magellangps.com>.

Reimbursement for Map Updates. Magellan will reimburse customers with free lifetime map subscriptions for verified purchases of map updates and for other incurred expenses relating to the lifetime map subscription, plus interest. This offer is available to customers who have purchased a Magellan RoadMate Navigator with Free Lifetime Map Updates on or after September 28, 2014 and before June 30, 2019. To submit a claim for reimbursement, complete the Reimbursement Form at www.MagellanRoadMateSettlement.com.

New Terms and Conditions for Lifetime Map Subscriptions. On June 18, 2018, Magellan posted a FAQ on its website describing the terms and conditions of lifetime map subscriptions. Magellan regrets any confusion that this FAQ may have caused to its customers and will clarify to its customers that the terms and conditions in this FAQ apply only to RoadMate Navigators with Free Lifetime Map Updates purchased on or after June 30, 2019.

Customer Support for Free Map Updates. Magellan is devoted to ensuring that its customers who purchased Navigator devices with free lifetime map subscriptions are able to receive free map data updates. If you are experiencing any difficulties in obtaining a free map update for your RoadMate Navigator with Free Lifetime Map Updates, please contact Magellan's customer support team for assistance at <https://service.magellangps.com>.

Your Options Under the Settlement

Do Nothing And Remain a Member of the Class. If you do not exclude yourself from the Class, you will remain a member of the Class, you will be eligible for the benefits provided by the settlement, you will be bound by the settlement, and you will give up the claims that are released by the settlement.

Exclude Yourself From the Class. You may exclude yourself from the Class by completing the Exclusion Form online at www.MagellanRoadMateSettlement.com. All Exclusion Forms must be submitted on or before August 18, 2020.

Object to the Settlement. You can ask the Court to deny approval by filing an objection on or before August 18, 2020. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

This is only a summary. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.MagellanRoadMateSettlement.com.

OBITUARY

Marc Fumaroli, defender of French culture, is dead at 88

By **Théophile Larcher**
The New York Times

Marc Fumaroli, a leading French historian, public intellectual and defender of the French language and culture against American influence and what he called “globish English,” died June 24 in Paris. He was 88.

His death was announced by the Académie Française, the official council of guardians of the French language, and the Académie des Inscriptions et Belles-Lettres, a learned society devoted to the humanities. Fumaroli was a member of both.

As a historian, Fumaroli specialized in 17th-century France during the reigns of Louis XIII and Louis XIV, with an emphasis on rhetoric and literature from that period. He was the author of about 30 books.

“He was one of our greatest narrators of the past, as well as a fervent apostle of our cultural heritage,” the Élysée Palace said in statement after his death.

He was promoted to commander of the French Legion of Honor, the third of five degrees of distinction, in 2008 after being named chevalier in 1993 and officer in 2002.

In his writings, in conferences and in his teaching — he held posts at prestigious French universities like the Collège de France — Fumaroli shed light on the evolution of rhetoric, literature and the French language. His breakthrough, “The Age of Eloquence” (1980), is regarded as a fundamental work on the history of French literature, putting the emphasis on rhetoric as a key to understanding its progression.

“This book placed him at the forefront of the tradition of rhetoric in modern culture,” said Antoine Compagnon, a French literature professor at the Collège de France and Columbia University, adding that Fumaroli took inspiration from American philosopher Allan Bloom.

Fumaroli often warned that French culture was being impoverished by ideology, mercantilism, mass consumption and capitalism from within and threatening tides of “American soft power” from without, cultural influences that include a globalized form of English.

He plunged vigorously into cultural debates, especially with the publication in 1991 of his book “The Cultural State: Essay on a Modern Religion,” which examined how successive govern-

ments since the 1930s had handled the distinction between culture and mass entertainment.

An excerpt from that book reproduced in “French Cultural Policy Debates: A Reader” (2002), edited by Jeremy Ahearne, pondered why the French Ministry of Culture, despite boasting of “making masterpieces available to the great majority of people,” was not making use of that most populist of mediums, television, which was then in 94% of French homes. And, Fumaroli contended, the ministry was also more interested in promoting cultural treasures as tourism than it was in teaching people about those treasures in any kind of depth.

“It sprinkles its public with information, attractions, cultural variety shows,” he wrote; “it does not

educate it, for its practices of animation, like those of leisure clubs, are too ephemeral and superficial to stand in the place of that long and patient work of method and love constituted by true education.”

Fumaroli was born in Marseille on June 10, 1932, and spent most of his childhood in Fez, Morocco, where he became enamored of literature in his family’s library. His father worked for the Ministry of Foreign Affairs, and his mother was a teacher.

Returning to France, he obtained an agrégation, or teaching diploma, at the Sorbonne in 1958 before serving in the French Army during Algeria’s war for independence from 1958 to 1961. After years of teaching, he obtained his doctor of arts degree at the Sorbonne in 1976.

Within the academic world, Fumaroli gained notoriety at a time when so-called French theory, a movement of contemporary philosophers with which Fumaroli was never associated, was getting attention in American universities, said Michel Zink, perpetual secretary of the Académie des Inscriptions et Belles-Lettres.

He had been a visiting professor at All Souls College, Oxford, since 1983 and a visiting fellow at Princeton University since 1984. He led conferences at American universities including Harvard, Johns Hopkins and Columbia and was honored with membership in the American Philosophical Society of Philadelphia and the British Academy.

Fumaroli leaves no immediate survivors.

Michael Livingston v. MiTAC Digital Corporation, No. 4:18-cv-05993-JST UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

All persons who purchased a Magellan RoadMate Navigator with Free Lifetime Map updates in the United States of America on or after September 28, 2014 and before June 30, 2019 (“Class Members”).

On April 29, 2020, the Honorable Jon S. Tigar of the United States District Court, Northern District of California granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement.

Plaintiffs Michael Livingston and Sharon McGill, on behalf of themselves and on behalf of all Class Members, allege that Defendant MiTAC Digital Corporation (“Defendant” or “Magellan”) misled Class Members to believe that their Magellan RoadMate Navigators would receive free lifetime updates, when in fact Defendant allegedly required Class Members to purchase updates. Defendant denies these allegations, and denies that it has acted improperly or wrongfully in any way. Defendant believes that the lawsuit has no merit. The Court has not decided who is right.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 2:00 p.m. on November 4, 2020 in Courtroom 6, 2nd Floor of the United States District Court, Northern District of California located at 1301 Clay Street, Oakland, California 94612. You are not required to attend the Hearing. Note: The date for the Final Approval Hearing may change without further notice to Class Members.

Summary of The Proposed Settlement Terms

Free Registration for Lifetime Map Subscriptions. If you purchased a Magellan RoadMate Navigator with Free Lifetime Map Updates on or after September 28, 2014 and before June 30, 2019, and you would like to receive free map data updates, you must register your lifetime map subscription on or before September 17, 2020. Registration is quick and free. You can either register on Magellan’s website at <https://www.magellangps.com/support/livingston-registration> or, have a registration form or a renewal form mailed to you by contacting Magellan’s customer support team at <https://service.magellangps.com>.

Reimbursement for Map Updates. Magellan will reimburse customers with free lifetime map subscriptions for verified purchases of map updates and for other incurred expenses relating to the lifetime map subscription, plus interest. This offer is available to customers who have purchased a Magellan RoadMate Navigator with Free Lifetime Map Updates on or after September 28, 2014 and before June 30, 2019. To submit a claim for reimbursement, complete the Reimbursement Form at www.MagellanRoadMateSettlement.com.

New Terms and Conditions for Lifetime Map Subscriptions. On June 18, 2018, Magellan posted a FAQ on its website describing the terms and conditions of lifetime map subscriptions. Magellan regrets any confusion that this FAQ may have caused to its customers and will clarify to its customers that the terms and conditions in this FAQ apply only to RoadMate Navigators with Free Lifetime Map Updates purchased on or after June 30, 2019.

Customer Support for Free Map Updates. Magellan is devoted to ensuring that its customers who purchased Navigator devices with free lifetime map subscriptions are able to receive free map data updates. If you are experiencing any difficulties in obtaining a free map update for your RoadMate Navigator with Free Lifetime Map Updates, please contact Magellan’s customer support team for assistance at <https://service.magellangps.com>.

Your Options Under the Settlement

Do Nothing And Remain a Member of the Class. If you do not exclude yourself from the Class, you will remain a member of the Class, you will be eligible for the benefits provided by the settlement, you will be bound by the settlement, and you will give up the claims that are released by the settlement.

Exclude Yourself From the Class. You may exclude yourself from the Class by completing the Exclusion Form online at www.MagellanRoadMateSettlement.com. All Exclusion Forms must be submitted on or before August 18, 2020.

Object to the Settlement. You can ask the Court to deny approval by filing an objection on or before August 18, 2020. You can’t ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

This is only a summary. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.MagellanRoadMateSettlement.com.





Planet Home Lending
WE'LL GET YOU HOME



THE MERCURY NEWS
BEST
IN SV2020

JUSTIN BERTEAUX
Branch Manager/Loan Officer | NMLS ID#250347

Contact Justin today for great service and low rates on your next purchase or refinance home loan.

408-710-5252

www.JustinBerteaux.com

This one - Equal Housing Lender. © 2020 Planet Home Lending, LLC | 321 Research Parkway, Suite 303, Meriden, CT 06450 (203) 265-5090 | NMLS Consumer | For licensing information, go to www.nmlsconsumeraccess.org | NMLS ID #17022; AZ Mtg. Banker Lic MB-0929069, Licensed by the Dept. of Business Oversight under the CA Residential Mtg. Lending Lic #4130947; GA Residential Mtg. Lic #24035 IL Residential Mtg. Licensee, Licensed by the NH Banking Dept.; Licensed by the NJ Dept. of Banking and Insurance, OH Mortgage Broker Act Mtg., Rhode Island Licensed Lender, TX location 5020 Riverside Dr, Suite 300, Irving, TX 75039, Licensed Mortgage Banker—NYS Department of Financial Services.



Get our FREE guide: **6 PROVEN WAYS TO MOTIVATE STUDENTS**

“I love how this school is so united and loving. We are all a family. There is no bullying, excluding, or hating. We are all friends. You can be comfortable with being yourself and you can be comfortable talking about God.” Helen (MCS Alumni)



Children have a natural curiosity. Our talented teachers have a passion for unlocking young minds through hands-on lessons in science, technology, engineering and math (STEM).

For over 45 years, Milpitas Christian School has trained thousands of students to become creative problem-solvers. Our families know that their children will need the intellectual, physical, spiritual, social and emotional skills to meet the challenges



www.MilpitasBest.com



MILPITAS
CHRISTIAN SCHOOL



MCS accepts students of all races and nationalities and does not discriminate in any of its programs based on gender,

EXHIBIT E



You may be entitled to remedies
provided by a Settlement
if you purchased

**Magellan RoadMate Navigator
with Free Lifetime
Map Updates**

in the United States of America at any
time on or after September 28, 2014
and before June 30, 2019.

Learn More



**You may be entitled to remedies
provided by a Settlement
if you purchased**

**Magellan RoadMate Navigator
with Free Lifetime
Map Updates**

**in the United States of America at any
time on or after September 28, 2014
and before June 30, 2019.**

Learn More





**You may be entitled to remedies
provided by a Settlement
if you purchased**

**Magellan RoadMate Navigator
with Free Lifetime
Map Updates**

**in the United States of America at any
time on or after September 28, 2014
and before June 30, 2019.**

Learn More



**You may be entitled to remedies
provided by a Settlement
if you purchased**

**Magellan RoadMate Navigator
with Free Lifetime
Map Updates**

**in the United States of America at any
time on or after September 28, 2014
and before June 30, 2019.**

Learn More



**You may be entitled to remedies
provided by a Settlement
if you purchased**

**Magellan RoadMate Navigator
with Free Lifetime
Map Updates**

**in the United States of America at any
time on or after September 28, 2014
and before June 30, 2019.**

Learn More



**You may be entitled to remedies
provided by a Settlement
if you purchased**

**Magellan RoadMate Navigator
with Free Lifetime
Map Updates**

**in the United States of America at any
time on or after September 28, 2014
and before June 30, 2019.**

Tap Now



You may be entitled to remedies
provided by a Settlement
if you purchased

**Magellan RoadMate Navigator
with Free Lifetime
Map Updates**

in the United States of America at any
time on or after September 28, 2014
and before June 30, 2019.

Tap Now



You may be entitled to remedies
provided by a Settlement
if you purchased

Magellan RoadMate Navigator with Free Lifetime Map Updates

in the United States of America at any
time on or after September 28, 2014
and before June 30, 2019.

Tap Now





Magellan RoadMate Navigator

You May Be Entitled to Remedies Provided by a Class Action Settlement



Class Action Settlement



Magellan RoadMate Navigator

You May Be Entitled to Remedies Provided by a Class Action Settlement

Class Action Settlement

[Learn More >](#)



Magellan RoadMate Navigator

Class Action Settlement

You May Be Entitled to Remedies Provided by a Class Action Settlement

[LEARN MORE](#)

EXHIBIT F

SETTLEMENT ADMINISTRATION LEGAL NOTICING CAMPAIGN FINAL REPORT

Dates Reported:
06/19/2020 – 08/28/2020

Reported On: 09/08/2020

LIVINGSTON v MITAC DIGITAL CORPORATION
(MAGELLAN ROADMATE NAVIGATOR)

Campaign Overview

MiTAC Digital Corporation (Magellan Roadmate Navigator)

Campaign Dates: 6/19/2020-8/28/2020

Audience Summary

DV360 - Audience 1: Magellan consumers, GPS consumers, Consumer electronics and accessories, people who have visited related sites to Magellan, highly likely to own a GPS device, Audience 2: News/Weather, finance, home and garden, cooking, retargeting, and other related interest targeting US Territories (corresponding legal age still 18+)

GDN: Magellan consumers, GPS consumers, Consumer electronics and accessories, people who have visited related sites to Magellan, highly likely to own a GPS device, Audience 2: News/Weather, finance, home and garden, cooking, retargeting, and other related interest targeting

Facebook: Audience Interest Targeting: Magellan Navigation, General GPS devices, Waze, Global Positioning System or Google Maps, News/Weather, finance, home and garden, cooking, retargeting, and other related interest targeting US Territories (corresponding legal age still 18+)

LinkedIn:

Pandora: 35-65+, Road trip Enthusiasts, Pandora – Display and Audio

Google/Bing: National Keyword Targeting and search topics and terms including: MiTAC settlement, Magellan Class Action, Magellan Brand terms, etc.

Estimated Class Size

788,042

Estimated Reach

551,629

Campaign Parameters

Placements:

Banner Advertisement (Google Display Network & General Programmatic)

Paid Search (Google/Bing)

Social Media (Facebook)

Social Media (LinkedIn)

OLR (Pandora)

Total Forecasted Impressions: 9,062,343

Campaign Duration: 10-Weeks



Campaign Performance

MiTAC Class Action Settlement

Overview

Campaign Dates: 6/19/2020-8/28/2020

Total Digital Impressions	Goal	Actual
	9,062,343	9,204,981

Clicks	CTR	Claims Filed
6,187	.07%	811

CAMPAIGN
CALENDAR

100% Complete

COMPLETION
8/28/2020

DISPLAY

FACEBOOK + LINKEDIN

PAID SEARCH

PANDORA

Complete

Complete

Complete

Complete

Projected
1,375,000Projected
6,272,727Projected
30,000Projected
1,384,615Actual
1,382,059Actual
6,296,402Actual
55,330Actual
1,471,190

Display Overview

DV360

Total Impressions

493,342

Total Clicks

517

CTR

.10%

AUD: GPS
Consumers

AUD: Consumer
Electronics

AUD: General
Audience

Impressions

114,081

Impressions

215,380

Impressions

163,881

Clicks

214

Clicks

213

Clicks

90

CTR

.19%

CTR

.10%

CTR

.05%



Google Display Network

Total Impressions

888,717

Total Clicks

1,063

CTR

.12%

AUD: GPS Consumers

Impressions

888,717

Clicks

1,063

CTR

.12%

DV360 Audiences

AUD: GPS Consumers

Must Match:

Bluekai > Branded Data
> Scanbuy > Technology
& Computing > GPS

Bluekai > Branded Data
> Clickagy > In-Market >
Electronics > GPS
Devices

And Also Match:

Acxiom US Technology >
Consumer Electronics &
Accessories > Likely
GPS Brand > Magellan

AUD: Consumer Electronics

Must Match:

Eyeota: Intent > Shopping > Consumer Electronics / Tech > Navigation / GPS

Amber: Interest > Communication > GPS & Navigation

Valassis Digital > Purchase Intent > Computers & Electronics > Consumer Electronics > GPS
& Navigation

eXelate TW Interest - Technology & Electronics - GPS and Navigation

And Must Also Match:

eXelate - Audiences by Skimlinks - Wants to Buy - Brands - Technology - TomTom

eXelate - Audiences by Skimlinks - Affinity - Brands - Technology - TomTom

Acxiom US Technology > Consumer Electronics & Accessories > Likely GPS Brand >
TomTom

Acxiom US Technology > Consumer Electronics & Accessories > Likely GPS Brand >
Magellan

Bluekai > Branded Data > Dataline > Modeled Buyers > Garmin Brand

AUD: General Audience

Bluekai > Branded Data
> Webbula >
Passionate About >
Home & Garden >
Gardening

Newspapers and News
Services

AlikeAudience:
Australia > Stay at/work
from home (COVID-19)
> Home Decoration &
Houseware & Cooking
Utilities

Weather

GDN Audience

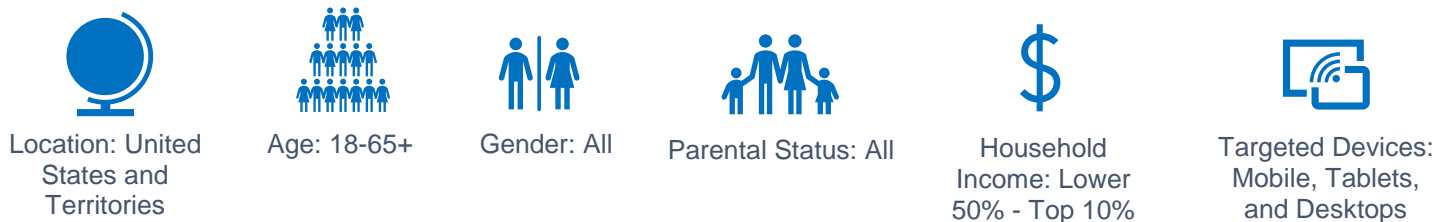
AUD: GPS Consumers

Audience Interests Must Match: gps tomtom, gps navigation and tracking systems, gps navigation updates, magellan gps software

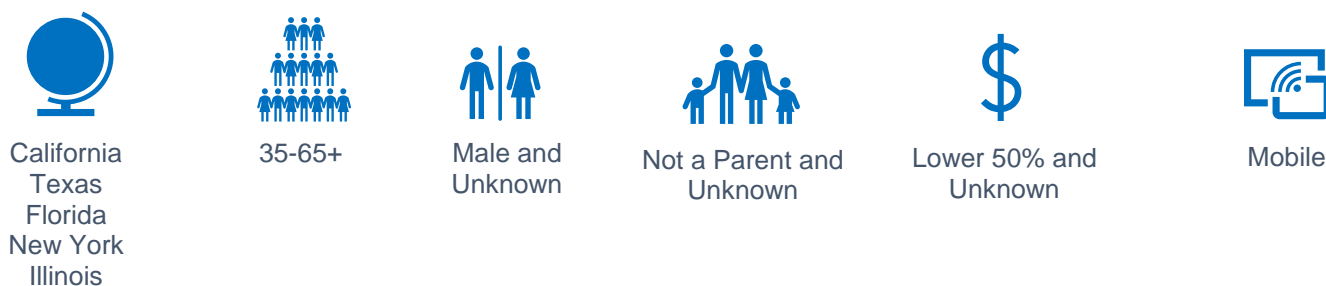


Display Audience Demographics

Demographics Targeted

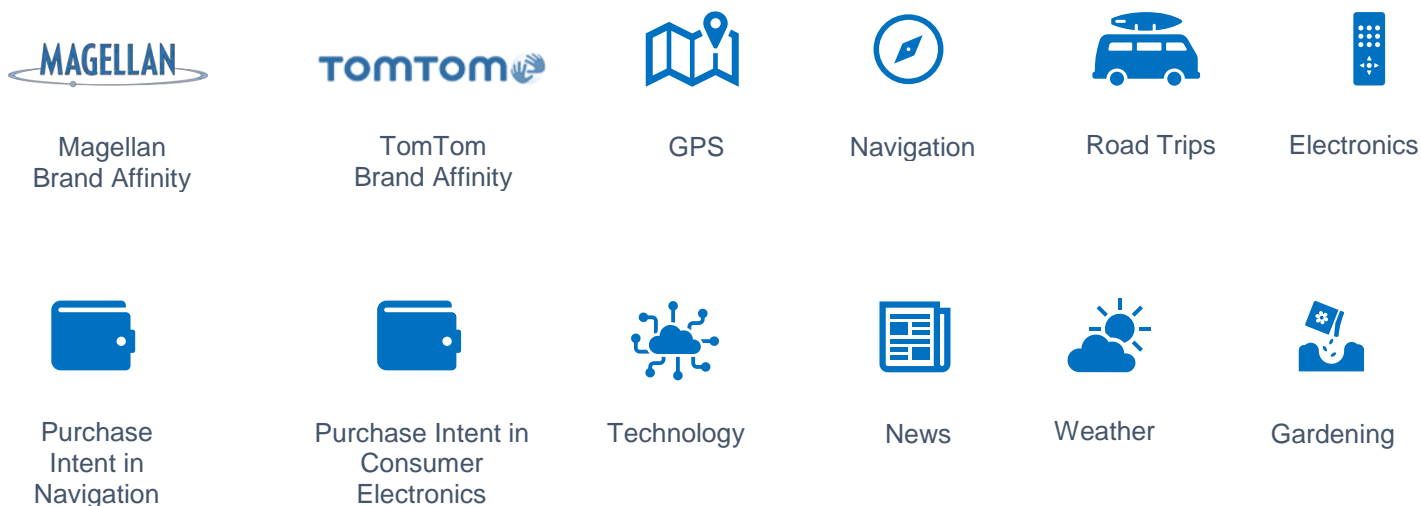


Highest Performing Demographics

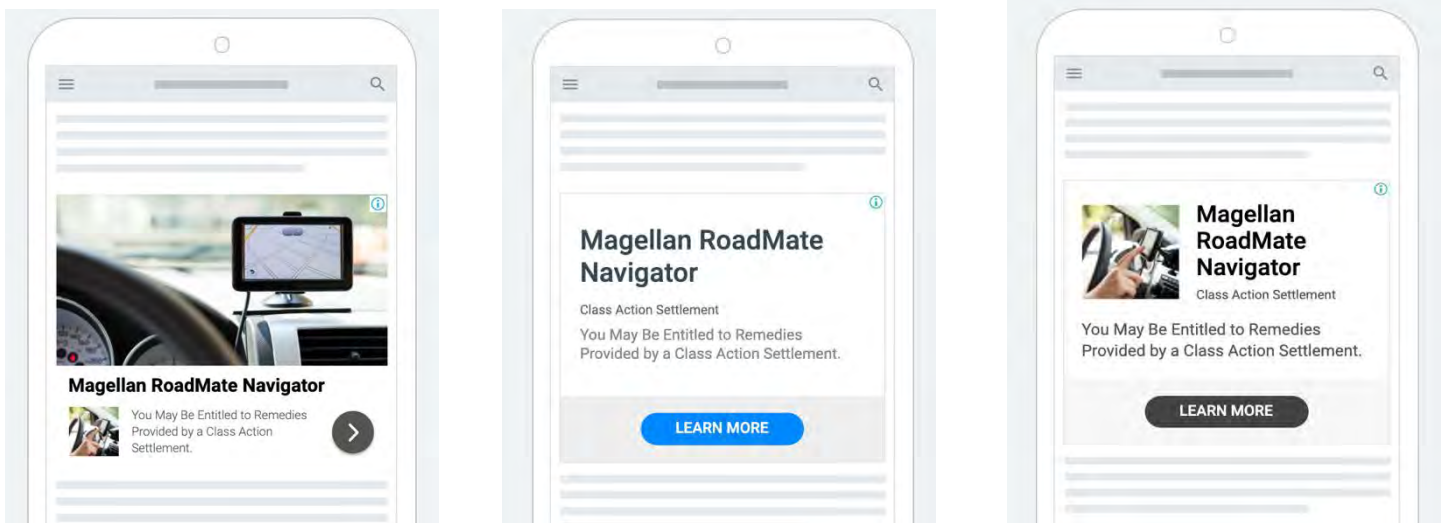
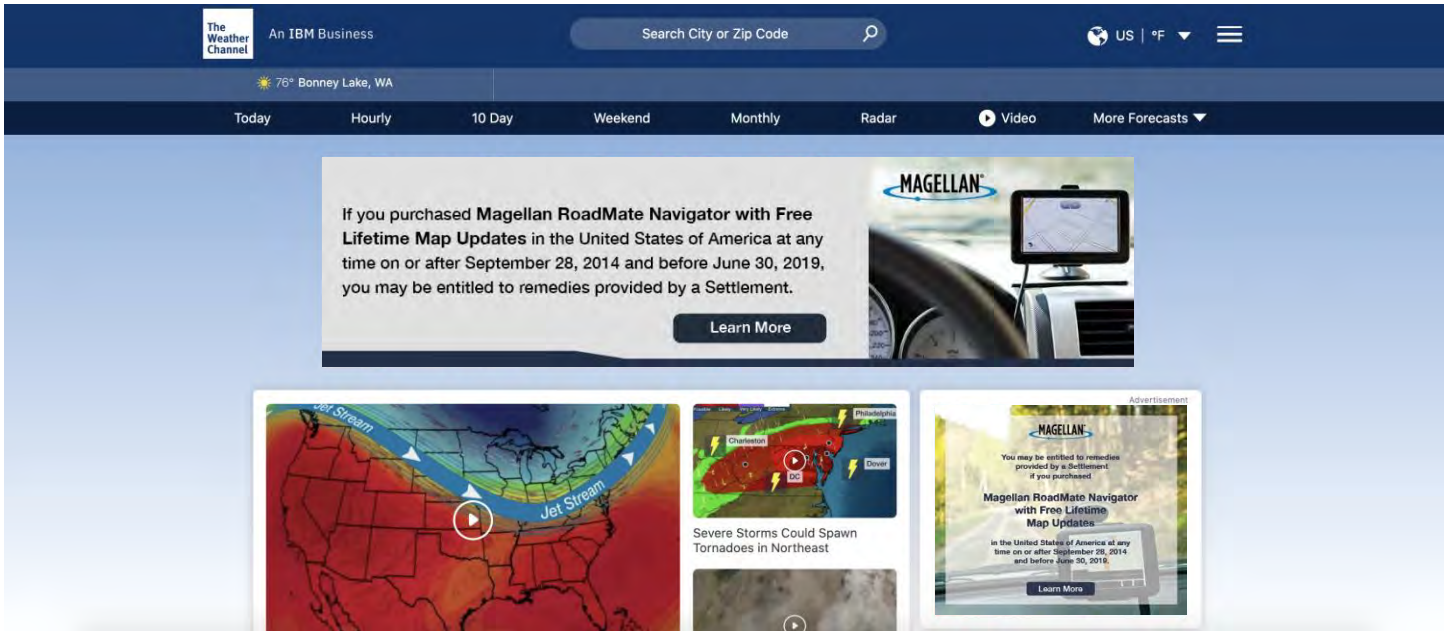


Display Audience Psychographics

Interests



Display Ad Preview



Social Overview

Facebook

Total Impressions

5,934,699

Total Clicks

2,625

CTR

.04%
AUD: GPS Target
Demo (US)AUD: GPS
Audience (US
Territories)AUD: GPS General
Audience (US)

AUD: Re-Targeting

Impressions

3,653,837

Impressions

1,536,512

Impressions

660,996

Impressions

83,354

Clicks

1,419

Clicks

1,078

Clicks

81

Clicks

47

CTR

.04%

CTR

.07%

CTR

.01%

CTR

.06%


LinkedIn

Total Impressions

361,703

Total Clicks

923

CTR

.26%

AUD: GPS Consumers

Impressions

361,703

Clicks

923

CTR

.26%

Facebook Audiences

Facebook

AUD: GPS Target Demo (US)

Location - Living In:

United States

Age: 45 - 65+

People Who Match:

Interests: Gardening, Finance, Sports, Weather or Cooking

And Must Also Match:

Interests: Map, GPS devices, Vehicle tracking system, GPS tracking unit, Driving, GPS navigation software, Navigation, Global Positioning System or Automotive navigation system

And Must Also Match:

Interests: Apple Watch, Bing Maps, Garmin, Magellan Navigation, Waze, TomTom or Google Maps

Facebook

AUD: GPS Consumer (Territories)

Location - Living In:

American Samoa, Guam, Northern Mariana Islands, Puerto Rico, US Virgin Islands

Age: 18 - 65+

People Who Match:

Interests: Magellan Navigation, GPS devices, TomTom, GPS navigation software, Navigation, Global Positioning System or Automotive navigation system

Facebook

AUD: GPS Consumer (US)

Location - Living In:

United States

Age: 18 - 65+

People Who Match:

Interests: Garmin, Magellan Navigation, Waze, GPS devices, TomTom, GPS navigation software, Navigation, Google Maps, Global Positioning System or Automotive navigation system

Facebook

AUD: ReTargeting

Location - Living In:

United States

Age: 18 - 65+

Include People who visited specific web pages

Pixel: CPT Group's Pixel

Parameter: URL contains <https://magellanroadmate.cptcmsubmissions.com/ClaimForm>, <https://www.magellanroadmatesettlement.com/>, <https://www.magellanroadmatesettlement.com/important-dates>, <https://www.magellanroadmatesettlement.com/court-documents>, <https://www.magellanroadmatesettlement.com/faqs> or <https://www.magellanroadmatesettlement.com/contact-us>

Exclude people who meet any of the following criteria:

People who visited specific web pages

Pixel: CPT Group's Pixel

Parameter: URL contains https://assets.website-files.com/5ed667e4b8b1d99dc1b53de3/5edad152800a230fa6681b80_Reimbursement%20Form.pdf, <https://magellanroadmate.cptcmsubmissions.com/Thanks>, <https://magellanroadmate.cptcmsubmissions.com/confirmation>, <https://magellanroadmate.cptcmsubmissions.com/ThanksOptOut> or <https://magellanroadmate.cptcmsubmissions.com/Thanks/FileUploadStatus>

LinkedIn Audience

LinkedIn

AUD: GPS Target Audience

Locations (Permanent)

US Virgin Islands, American Samoa, United States, Northern Mariana Islands, Puerto Rico, Guam

AND who meet ANY of the following criteria:

Member Traits

Domestic Frequent Travelers

Job Titles (Current)

Traveler, Truck Driver, Driving Instructor, Driver, Delivery Driver, School Bus Driver

Member Interests

Electronics

Member Skills

Travel Technology, GPS Navigation, Magellan, A-GPS, Garmin, GPS Units, Experienced Traveler, GPS Devices, Global Positioning System (GPS), Commercial Driving, Business Travel, Budget Travel, GPS Applications, Independent Travel, Travel, Leisure Travel

AND who meet ANY of the following criteria:

Member Age

18 to 24, 25 to 34, 35 to 54, 55+



Social Audience Demographics

Demographics Targeted



Location: United States and Territories



Age: 18-65+



Gender: All



Targeted Devices: Mobile, Tablets, and Desktops

Highest Performing Demographics



California
Florida
Texas
San Juan
New York



45-65+



Male



Married



Admin Services
Sales
Management
Production
Healthcare



Undergraduate Degree or Higher



Desktop

Social Audience Psychographics

Interests



Magellan GPS



TomTom GPS



GPS



Navigation



Road Trips



Electronics



Waze GPS



Automotive Navigation System



Google Maps



Garmin Devices



Apple Maps




Bing Maps



Social Ad Preview

9:53

Magellan RoadMate Navigator Settlement Sponsored (demo) · ⚙️



MAGELLANROADMATESSETTLEMENT.COM

Class Action Settlement

Magellan RoadMate Navigator

[Learn More](#)

Like Comment Share

Magellan RoadMate Navigator Settlement Sponsored (demo) · ⚙️



MAGELLANROADMATESSETTLEMENT.COM

Class Action Settlement

Magellan RoadMate Navigator

[Learn More](#)

Like Comment Share

You may be entitled to remedies provided by a Settlement if you purchased Magellan RoadMate Navigator with Free Lifetime Map updates in the ...see more



Magellan RoadMate Navigator Class Action Settlement

magellanroadmatesettlement.com

[Learn more](#)

Paid Search Overview

Google

Total Impressions

15,673

Total Clicks

288

CTR

1.84%

Top 15 Keywords

Keyword	Match Type	Impressions	Clicks	CTR
GPS	Broad match	5,999	63	1.05%
GPS Device	Broad match	2,899	40	1.38%
+GPS	Broad match	2,758	34	1.23%
"GPS"	Phrase match	1,456	29	1.99%
Magellan	Broad match	362	9	2.49%
[GPS]	Exact match	325	14	4.31%
+Magellan	Broad match	299	11	3.68%
"Magellan"	Phrase match	210	6	2.86%
Magellan GPS	Broad match	191	10	5.24%
[Magellan]	Exact match	185	2	1.08%
[Magellan GPS]	Exact match	151	16	10.60%
Magellan Navigator	Broad match	126	8	6.35%
Magellan Road Mate	Broad match	117	6	5.13%
Magellan Updates	Broad match	100	7	7.00%
+Magellan +GPS	Broad match	93	6	6.45%



Bing

Total Impressions

39,657

Total Clicks

562

CTR

1.42%

Top 15 Keywords

Keyword	Match Type	Impressions	Clicks	CTR
GPS	Phrase	13,007	57	0.44%
Magellan	Phrase	6,077	97	1.60%
Magellan	Exact	4,347	57	1.31%
GPS Device	Phrase	2,424	14	0.58%
Magellan GPS	Exact	2,160	74	3.43%
Magellan	Broad	1,955	3	0.15%
Magellan GPS	Phrase	1,833	63	3.44%
Magellan Updates	Broad	1,293	17	1.31%
Magellan Road Mate	Phrase	792	24	3.03%
GPS	Broad	738	1	0.14%
Magellan Navigator	Phrase	712	25	3.51%
Magellan GPS	Broad	636	10	1.57%
Magellan RoadMate	Phrase	591	20	3.38%
Magellan RoadMate	Exact	387	19	4.91%
Magellan Updates	Exact	357	15	4.20%



Paid Search Ad Preview

Google

magellan gps class action lawsuit

[All](#)
[News](#)
[Shopping](#)
[Images](#)
[Videos](#)
[More](#)
[Settings](#)
[Tools](#)

About 685,000 results (0.51 seconds)

Class Action | Magellan RoadMate Navigator

Ad magellanroadmatesettlement.com/class-action/settlement 1-888-506-0436

You May Be Eligible for a Cash Payment From a Class Action Settlement

[File A Claim](#) · [Learn About Your Rights](#) · [Learn About The Lawsuit](#) · [See Important Dates](#)

[Important Dates](#)
[File A Claim](#)

[Contact Us](#)
[Settlement Documents](#)

Proposed Settlement of Class Action Lawsuit: Livingston v ...

Jun 8, 2020 - If you purchased a **Magellan RoadMate Navigator** with Free Lifetime Map Updates on or after September 28, 2014 and before June 30, 2019, and ...

www.magellanroadmatesettlement.com

Magellan RoadMate Navigator

If you purchased a **Magellan RoadMate Navigator** with Free Lifetime Map updates ... June 30, 2019, you may be entitled to money from a **class action settlement**.

[FAQs](#) · [Important Dates](#) · [Court Documents](#) · [Contact Us](#)

magellan class action lawsuit

[ALL](#)
[IMAGES](#)
[VIDEOS](#)
[MAPS](#)
[NEWS](#)
[SHOPPING](#)

115,000 Results Any time

Class Action | Magellan RoadMate Navigator

Ad www.magellanroadmatesettlement.com/class-action/settlement

You May Be Eligible for a Cash Payment From a Class Action Settlement

Three former Magellan Health, Inc. employees have filed a proposed class action lawsuit in the **wake of an April 2020 data breach that potentially affected over 163,000 individuals**. According to the case, the for-profit managed healthcare company discovered on April 11 that an unauthorized third party had gained access via ransomware to private and personal data stored on its computer systems.

Magellan Health Hit with Class Action Over April 2020 ...

www.classaction.org/news/magellan-health-hit-with-class-action-over-april-2020...

Was this helpful?

Magellan RoadMate Navigator Class Action Lawsuit

<https://www.hustlermoneyblog.com/magellan-roadmate...>

Jun 15, 2020 - You may be eligible for a potential award from the Magellan RoadMate Navigator Class Action Lawsuit! According to the class action, consumers reportedly learned later that they would be ...

Related searches

- [how to file a class action lawsuit](#)
- [top class action lawsuits website](#)
- [class action lawsuits to join](#)
- [top class action newsletter](#)
- [active class action lawsuits](#)
- [class actions in canada](#)

Pandora Overview

Total Impressions

1,471,190

Total Clicks

209

CTR

.03%

35-65+, Roadtrip Enthusiasts, Pandora - Audio → Roadtrip Enthusiasts - Display Added Value

Audience Demographics



Female



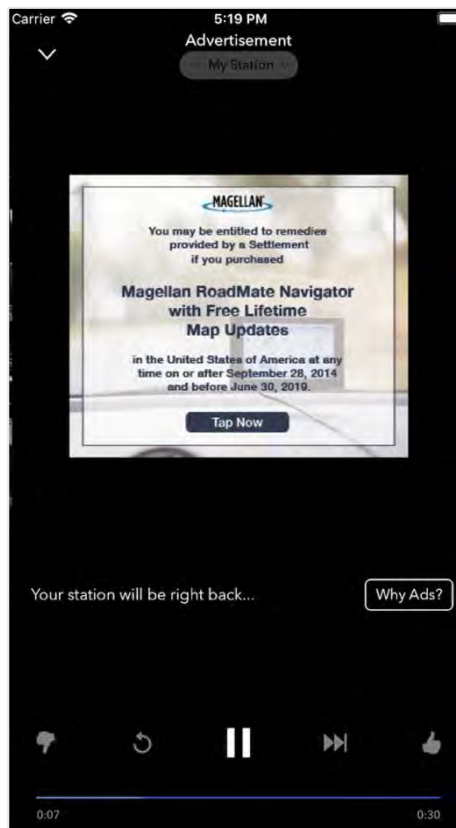
Age: 55-64

Audience Psychographics



Road Trip Enthusiasts

Ad Preview



Website Overview (Home Page)

Total Users

9,310

Total Sessions

10,695

Total Page Views

38,011

Top

Pages /

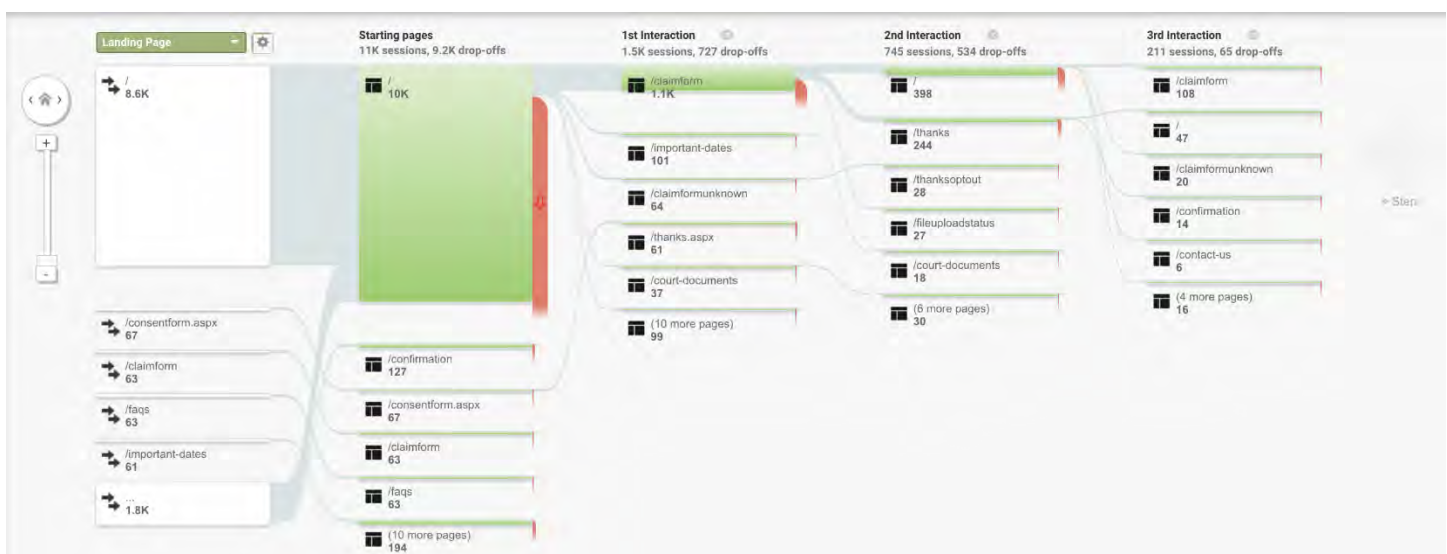
claimform

/important-dates /

court-

documents /faqs

/contact-us



Website Overview (Submit Claim Page)

Total Users

159,953

Total Sessions

212,280

Total Page Views

362,764

Top Pages

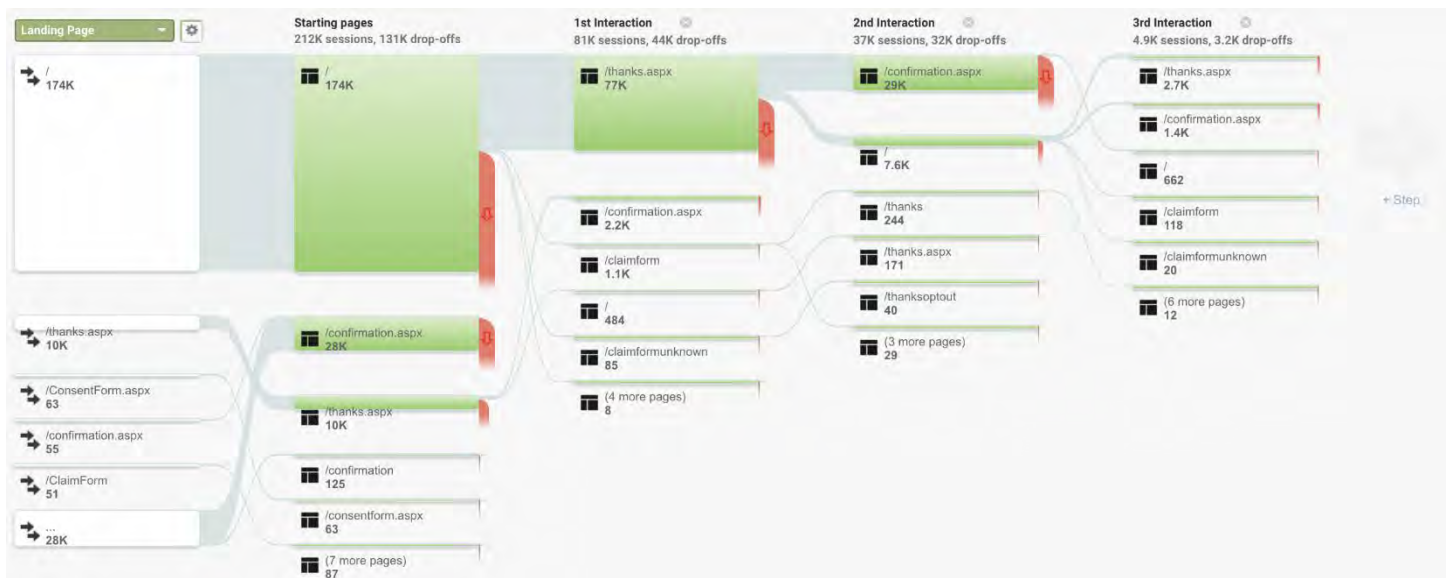
/thanks.aspx

/ClaimForm

/thanks

/confirmation.aspx

/claimformunknown



Likes, Shares, and Hidden Comments


AUGUST 26	KenKen Kloulubak Ezguerra and Atdao Salas reacted to your link.
AUGUST 24	Donald Schankin likes your link.
AUGUST 18	Edwin Correa and Alan Montalvo like your link.
AUGUST 17	Spencer Kg, Carol Ruane and David Nash like your link.
AUGUST 14	Peter Luzano, Zaylia Velez and 2 other people reacted to your link.
AUGUST 9	Yamil Cintron likes your link.
	Nelson González, Áxriel Omar Cardona Arce and 2 other people like your link.
AUGUST 5	David Grigsby and Dale Boser like your link.
AUGUST 4	Opeta Tovale likes your link.
JULY 27	Andy Rulsinger likes your link.
JULY 24	Opeta Tovale and Gaby Ortiz like your link.
JULY 20	Steve Potts, Daniel Horrocks and 5 other people reacted to your link.
JULY 18	KenKen Kloulubak Ezguerra likes your link.
JULY 16	Miguelito Guelo Cordero and Juan Rios like your link.
JULY 13	Michael Bickham likes your link.
JULY 12	Michael Bickham likes your link.
JULY 11	Arreis Zilezana likes your link.
JULY 10	Nelson David Ortega and Maribel Morales like your link.
JULY 6	Keydee Marie Gonzalez Diaz reacted to your link.
JUNE 26	Nelly Quiñonez and Gudelia Marrero like your link.
JUNE 23	David Graham likes your link.

Shares

☐ Select All Clear Selection

Mark All as Read

JULY 7

 Randhir M Naik shared Magellan RoadMate Navigator Settlement's post.

MAGELLANROADMATESSETTLEMENT.COM

Class Action Settlement

Magellan RoadMate Navigator

Learn More

14

3 Comments 2 Shares



Like



Comment



Share



Most Relevant



Comment as Magellan RoadMate Navigator Sett...

Press Enter to post.



David Grigsby I'll have to find the Receipt, I think we bought ours before 2015.

Ban David Grigsby · Unhide · Message · 4w



Bill Downing Junk gps... I would join this .. but my roadmate turned into a gaint BRICK after 2 years of use ... I will NEVER buy any of there products again

Ban Bill Downing · Unhide · Message · 8w



Billy Ricks Another class action suit where the plaintiffs will be lucky to end up with a coupon.

Ban Billy Ricks · Unhide · Message · 7w

Close

MAGELLANROADMATESSETTLEMENT.COM

Class Action Settlement

Magellan RoadMate Navigator

Learn More

1 Comment



Like



Comment



Share



Most Relevant



Comment as Magellan RoadMate Navigator Sett...

Press Enter to post.



Carrie Stevens Amen

Ban Carrie Stevens · Unhide · Message · 9w

Close



Final Wrap Summary

The MiTAC supplemental notice campaign spurred **6,187 clicks** over the duration of the campaign which resulted in **222,975 sessions** on the settlement home page and/or submit claim page. CPT successfully reached the total number of impressions as stated in the proposal. During the duration of the campaign, Facebook, DV360, and Google Display performed well across the highly targeted audiences. Additionally, paid search, across Bing and Google, maintained a quality CTR (click-through rate) throughout the entire campaign. CPT closely monitored and optimized the media budget daily across tactics and audience segments, in order to ensure highest quality viewable impressions. Overall, the MiTAC media plan met the media consumption profile of our audience across digital tactics on both desktop and mobile web properties and effectively reached the class.



EXHIBIT G

To: <<Class Member Email Address>>

From: MagellanRoadMateSettlement@cptgroup.com

Subject: Notice of Class Action Settlement - Livingston v. MiTAC Digital Corporation

Body of Email:

Michael Livingston v. MiTAC Digital Corporation, No. 4:18-cv-05993-JST

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who purchased a Magellan RoadMate Navigator with Free Lifetime Map updates in the United States of America on or after September 28, 2014 and before June 30, 2019 ("Class Members").

On April 29, 2020, the Honorable Jon S. Tigar of the United States District Court, Northern District of California granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. You have received this notice because you may be a Class Member, and, if so, are therefore entitled to the remedies provided by the settlement.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 2:00 p.m. on November 4, 2020 in Courtroom 6, 2nd Floor of the United States District Court, Northern District of California located at 1301 Clay Street, Oakland, California 94612. You are not required to attend the Hearing. Note: The date for the Final Approval Hearing may change without further notice to Class Members. Please check www.MagellanRoadMateSettlement.com for updates.

Plaintiffs Michael Livingston and Sharon McGill, on behalf of themselves and on behalf of all Class Members, allege that Defendant MiTAC Digital Corporation ("Defendant" or "Magellan") misled Class Members to believe that their Magellan RoadMate Navigators would receive free lifetime updates, when in fact Defendant allegedly required Class Members to purchase updates. Defendant denies these allegations and denies that it has acted improperly or wrongfully in any way. Defendant believes that the lawsuit has no merit.

The Court has not decided who is right. The proposed Settlement does not mean that any law was broken or that Defendant did anything wrong. Defendant denies all legal claims in this case. Plaintiffs think the proposed Settlement is best for everyone affected.

Summary of The Proposed Settlement Terms

Free Registration for Lifetime Map Subscriptions. If you purchased a Magellan RoadMate Navigator with Free Lifetime Map Updates on or after September 28, 2014 and before June 30, 2019, and you would like to receive free map data updates, you must register your lifetime map subscription on or before September 17, 2020. Registration is quick and free. You can either register on Magellan's website at <https://www.magellangps.com/support/livingston-registration> or, at your request, Magellan will mail a registration form to you. Registering your subscription will ensure that you receive free map data updates made available for your particular Navigator device for the next three years. At the end of this three-year period, you can renew your three-year registration at no charge. You can either renew your registration on Magellan's website at <https://www.magellangps.com/support/livingston-registration> or, at your request, Magellan will mail a renewal form to you. You can continue to renew your three-year registration at no charge for as long as you use your Navigator device. To have a registration form or a renewal form mailed to you, please contact Magellan's customer support team at <https://service.magellangps.com>.

Reimbursement for Map Updates. Magellan will reimburse customers with free lifetime map subscriptions for verified purchases of map updates and for other incurred expenses relating to the lifetime map subscription, plus interest. This offer is available to customers who have purchased a Magellan RoadMate Navigator with Free Lifetime Map Updates on or after September 28, 2014 and before June 30, 2019. To submit a claim for reimbursement, complete the Reimbursement Form at www.MagellanRoadMateSettlement.com.

New Terms and Conditions for Lifetime Map Subscriptions. Magellan will update its website, marketing, and packaging of RoadMate Navigators with Free Lifetime Map Updates to state clearly the terms and conditions as provided in the FAQ, posted to Magellan's website on June 18, 2018, or advise potential purchasers where they can read the terms and conditions. Magellan will also instruct its third-party resellers and distributors to update their websites and any marketing material and packaging in their possession accordingly. Magellan has already begun implementing these changes and expects to complete these changes by June 30, 2020.

Customer Support for Free Map Updates. If you are experiencing any difficulties in obtaining a free map update for your RoadMate Navigator with Free Lifetime Map Updates, please contact Magellan's customer support team for assistance. Customer support is available through Magellan's website at <https://service.magellangps.com>.

Your Options Under the Settlement

Do Nothing And Remain a Member of the Class. If you do not exclude yourself from the Class, you will remain a member of the Class, you will be eligible for the benefits provided by the settlement, you will be bound by the settlement, and you will give up the claims that are released by the settlement.

Exclude Yourself From the Class. You may exclude yourself from the Class by completing the Exclusion Form online at www.MagellanRoadMateSettlement.com on or before August 18, 2020.

Object to the Settlement. You can ask the Court to deny approval by filing an objection by August 18, 2020. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. The detailed notice available at www.MagellanRoadMateSettlement.com explains how to request exclusion or object

Additional Information

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.MagellanRoadMateSettlement.com, by contacting Class Counsel at info@MiTacLawsuit.com, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

EXHIBIT H

Michael Livingston v. MiTAC Digital Corporation,

No. 4:18-cv-05993-JST

UNITED STATES DISTRICT COURT,
NORTHERN DISTRICT OF CALIFORNIA

**All persons who purchased a Magellan RoadMate Navigator
with Free Lifetime Map updates in the United States of
America on or after September 28, 2014 and before June 30,
2019 (“Class Members”)**

You are not being sued. This notice affects your rights. Please read it carefully

On April 29, 2020, the Honorable Jon S. Tigar of the United States District Court, Northern District of California granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. You have received this notice because you may be a Class Member, and, if so, are therefore entitled to the remedies provided by the settlement.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 2:00 p.m. on November 4, 2020 in Courtroom 6, 2nd Floor of the United States District Court, Northern District of California located at 1301 Clay Street, Oakland, California 94612. You are not required to attend the Hearing. **Note:** The date for the Final Approval Hearing may change without further notice to Class Members. Please check www.MagellanRoadMateSettlement.com for updates.

Plaintiffs Michael Livingston and Sharon McGill, on behalf of themselves and on behalf of all Class Members, allege that Defendant MiTAC Digital Corporation (“Defendant” or “Magellan”) misled Class Members to believe that their Magellan RoadMate Navigators would receive free lifetime updates, when in fact Defendant allegedly required Class Members to purchase updates. Defendant denies these allegations and denies that it has acted improperly or wrongfully in any way. Defendant believes that the lawsuit has no merit.

PRESORTED
First Class
US Postage
PAID
PBPS

**Livingston v. MiTAC Digital Corporation
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606**

RETURN SERVICE REQUESTED

CPT ID: <<ID>>

<<FullName>>

<<Address1>> <<Address2>>

<<City>>, <<State>> <<Zip>>

Summary of The Proposed Settlement Terms

Free Registration for Lifetime Map Subscriptions. If you purchased a Magellan RoadMate Navigator with Free Lifetime Map Updates on or after September 28, 2014 and before June 30, 2019, and you would like to receive free map data updates, you must register your lifetime map subscription on or before September 17, 2020. Registration is quick and free. You can either register on Magellan's website at <https://www.magellangps.com/support/livingston-registration> or, at your request, Magellan will mail a registration form to you. Registering your subscription will ensure that you receive free map data updates made available for your particular Navigator device for the next three years. At the end of this three-year period, you can renew your three-year registration at no charge. You can either renew your registration on Magellan's website at <https://www.magellangps.com/support/livingston-registration> or, at your request, Magellan will mail a renewal form to you. You can continue to renew your three-year registration at no charge for as long as you use your Navigator device. To have a registration form or a renewal form mailed to you, please contact Magellan's customer support team at <https://service.magellangps.com>.

Reimbursement for Map Updates. Magellan will reimburse customers with free lifetime map subscriptions for verified purchases of map updates and for other incurred expenses relating to the lifetime map subscription, plus interest. This offer is available to customers who have purchased a Magellan RoadMate Navigator with Free Lifetime Map Updates on or after September 28, 2014 and before June 30, 2019. To submit a claim for reimbursement, complete the Reimbursement Form at www.MagellanRoadMateSettlement.com.

New Terms and Conditions for Lifetime Map Subscriptions. Magellan will update its website, marketing, and packaging of RoadMate Navigators with Free Lifetime Map Updates to state clearly the terms and conditions as provided in the FAQ, posted to Magellan's website on June 18, 2018, or advise potential purchasers where they can read the terms and conditions. Magellan will also instruct its third-party resellers and distributors to update their websites and any marketing material and packaging in their possession accordingly. Magellan has already begun implementing these changes and expects to complete these changes by June 30, 2020.

Customer Support for Free Map Updates. If you are experiencing any difficulties in obtaining a free map update for your RoadMate Navigator with Free Lifetime Map Updates, please contact Magellan's customer support team for assistance. Customer support is available through Magellan's website at <https://service.magellangps.com>.

Your Options Under the Settlement

Do Nothing And Remain a Member of the Class. If you do not exclude yourself from the Class, you will remain a member of the Class, you will be eligible for the benefits provided by the settlement, you will be bound by the settlement, and you will give up the claims that are released by the settlement.

Exclude Yourself From the Class. You may exclude yourself from the Class by completing the Exclusion Form online at www.MagellanRoadMateSettlement.com on or before August 18, 2020.

Object to the Settlement. You can ask the Court to deny approval by filing an objection by August 18, 2020. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. The detailed notice available at www.MagellanRoadMateSettlement.com explains how to request exclusion or object.

Additional Information

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.MagellanRoadMateSettlement.com, by contacting Class Counsel at info@MiTacLawsuit.com, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
Tarek H. Zohdy (SBN 247775)
Tarek.Zohdy@capstonelawyers.com
Cody R. Padgett (SBN 275553)
Cody.Padgett@capstonelawyers.com
Trisha K. Monesi (SBN 303512)
Trisha.Monesi@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiffs Michael Livingston
and Sharon McGill

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

MICHAEL LIVINGSTON and SHARON
MCGILL, individually, and on behalf of a class of
similarly situated individuals,

Plaintiffs,

v.

MITAC DIGITAL CORPORATION, a California
corporation,

Defendant.

Case No.: 4:18-cv-05993-JST

Hon. Jon S. Tigar

**DECLARATION OF RAUL PEREZ IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: November 4, 2020
Time: 2:00 p.m.
Place: Courtroom 6

DECLARATION OF RAUL PEREZ

I, Raul Perez, hereby declare as follows:

1. I am an attorney licensed to practice before all courts of the State of California. I am a Partner at Capstone Law APC (“Capstone” or “Plaintiffs’ Counsel”), counsel for Plaintiffs Michael Livingston and Sharon McGill (collectively, “Plaintiffs”) in the above-captioned action. Unless indicated otherwise, I have personal knowledge of the following facts and if called as a witness, I could and would testify competently to them. I make this declaration in support of the Motion for Final Approval of Class Action Settlement.

BRIEF OVERVIEW OF THE LITIGATION

2. Plaintiffs filed this class action in the United States District Court for the Northern District of California on September 28, 2018. (Dkt. 1.) The operative FAC asserts claims for: (1) violations of California’s Consumers Legal Remedies Act (“CLRA”); (2) violations of Unfair Competition Law, California Business & Professions Code sections 17200, *et seq.* (“UCL”); (3) breach of express warranty pursuant to California Commercial Code section 2313; (4) breach of written warranty pursuant to the Magnuson-Moss Warranty Act; (5) trespass to chattels; and (6) unjust enrichment.

3. Although the operative FAC alleges six causes of action, they are all predicated on the allegation that Defendant marketed and sold the devices with “free lifetime map updates,” but stopped providing free lifetime map updates after only three years, when it began to charge for updates instead.

THE PARTIES CONDUCTED A THOROUGH INVESTIGATION OF THE FACTUAL AND LEGAL ISSUES

4. The Settlement is the product of informed negotiations following extensive investigation by Plaintiffs’ Counsel. Before and after filing the Complaint, Plaintiffs’ Counsel investigated and researched the claims of Plaintiffs and Class Members relating to the “free lifetime map updates” offered in connection with Defendant’s devices.

5. After filing the complaint, Plaintiffs’ investigation entailed an exchange of information pursuant to formal and informal discovery methods, including document requests and the deposition of Defendant’s corporate representative pursuant to Fed. R. Civ. P. 30(b)(6). Plaintiffs’ discovery and investigation focused on identifying the universe of models of the Magellan RoadMate FLM devices and determining which of those devices were, and are still able, to download and use new map updates.

6. Plaintiffs also requested and received evidence concerning the: (1) number of devices sold by Defendant in the United States during the Class Period; (2) the number of devices shipped to third-party distributors during the Class Period; (3) the number of Eligible Devices that were registered to Defendant, and Defendant's ability to identify Class Members through those registration records; and (4) all details and communications to Class Members regarding Defendant's June 2018 FAQ (the "FAQ"), which purported to limit the "useful lifetime" of the devices purchased by lifetime subscribers to 3 years.

7. The extensive document and information exchanges have allowed Plaintiffs' Counsel to appreciate the strengths and weaknesses of the claims alleged against Defendant and the benefits of the proposed settlement.

THE PARTIES SETTLED AT A MEDIATION BEFORE A RETIRED JUDGE

8. Prior to their mediation, the Parties engaged in several months of preliminary settlement negotiations, during which they discussed the tentative terms and the structure of proposed class action settlement. Then, on May 8, 2019, the Parties attended a day-long mediation before the Honorable Jay C. Gandhi (Ret.) at JAMS. With Judge Gandhi's assistance, the Parties were able to negotiate a complete settlement of all claims at issue.

9. Plaintiffs filed a motion for preliminary approval of the settlement on July 12, 2019. (Dkt. 45.) The Court found the matter suitable for disposition without oral argument. (Dkt. 51.) The Court then issued an Order on December 4, 2019, outlining a number of deficiencies in the settlement and the motion for preliminary approval. (Dkt. 55.) In response to the Order, the Parties amended the settlement to address the Court's concerns. The Court preliminarily approved the amended settlement on April 29, 2020.

QUALIFICATIONS AND EXPERIENCE

10. Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms.

11. Capstone has made important contributions to consumer protection law. In *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the right to seek public injunctive relief under the state's consumer protection laws cannot be waived and that consumers need not satisfy class certification requirements to enjoin unfair business practices on behalf of the public. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed a denial of

1 class certification, making law that clarified the use of the “benefit of the bargain” damages models in
 2 consumer class actions. Both decisions were awarded a “Top Appellate Reversal” in California by *Daily*
 3 *Journal* for their respective years.

4 12. In February 2015, Ryan H. Wu and I were honored with the *California Lawyer* Attorney
 5 of the Year (CLAY) award in labor and employment for their work in the landmark case *Iskanian v. CLS*
 6 *Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to
 7 bring representative actions under the Labor Code Private Attorneys General Act (“PAGA”)
 8 notwithstanding a representative action waiver in an arbitration agreement.

9 13. Capstone has an established practice in automotive defect class actions and is currently
 10 appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, No. 16-
 11 1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A., Inc.*, No.
 12 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019). Capstone has negotiated numerous class
 13 action settlements providing relief to owners/lessees the last five years. *See Granillo v. FCA US LLC*, No.
 14 16-00153-FLW (D. N.J. Feb. 12, 2019); *Morishige v. Mazda Motor of Am., Inc.*, No. BC595280 (Los
 15 Angeles Sup. Ct. Aug. 20, 2019); *Falco v. Nissan N. Am. Inc.*, No. 13-00686-DDP (C.D. Cal. July 16,
 16 2018), Dkt. No. 341 (finally approving settlement after certifying class alleging timing chain defect on
 17 contested motion); *Vargas v. Ford Motor Co.*, No. CV12-08388 AB (FFMX), 2017 WL 4766677 (C.D.
 18 Cal. Oct. 18, 2017) (class action settlement involving transmission defects for 1.8 million class vehicles);
 19 *Batista v. Nissan N. Am., Inc.*, No. 14-24728-RNS (S.D. Fla. June 29, 2017), Dkt. 191 (finally approving
 20 class action settlement alleging CVT defect); *Chan v. Porsche Cars N.A., Inc.*, No. No. 15-02106-CCC (D.
 21 N.J. Oct. 6, 2017), Dkt. 65 (finally approving class action settlement involving alleged windshield glare
 22 defect); *Klee v. Nissan N. Am., Inc.*, No. 12-08238-AWT, 2015 WL 4538426, at *1 (C.D. Cal. July 7,
 23 2015) (settlement involving allegations that Nissan Leaf’s driving range, based on the battery capacity, was
 24 lower than was represented by Nissan); *Asghari v. Volkswagen Group of America, Inc.*, Case No. 13-cv-
 25 02529-MMM-VBK, 2015 WL 12732462 (C.D. Cal. May 29, 2015) (class action settlement providing
 26 repairs and reimbursement for oil consumption problem in certain Audi vehicles); *Aarons v. BMW of N.*
 27 *Am., LLC*, No. CV 11-7667 PSG, 2014 WL 4090564 (C.D. Cal. Apr. 29, 2014), objections overruled, No.
 28 CV 11-7667 PSG CWX, 2014 WL 4090512 (C.D. Cal. June 20, 2014) (C.D. Cal.) (class action settlement

1 providing up to \$4,100 for repairs and reimbursement of transmission defect in certain BMW vehicles).

2 14. Attached as Exhibit 1 is a true and correct copy of Capstone's firm resume.

3
4 I declare under penalty of perjury under the laws of the United States of America that the foregoing
5 is true and correct. Executed this 30th day of September, 2020, at Los Angeles, California.


6
7 
8 Raul Perez

Exhibit 1



FIRM PROFILE

Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms. With over twenty-five seasoned attorneys, many formerly with prominent class action or defense firms, Capstone has the experience, resources, and expertise to successfully prosecute complex employment and consumer actions. Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues and obtaining hundreds of millions for employees and consumers:

- Capstone has made important contributions to consumer protection law. In *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the right to seek public injunctive relief under the state's consumer protection laws cannot be waived. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed a denial of class certification, making law that clarified the use of "benefit of the bargain" damages models in consumer class actions. Both decisions were awarded a "Top Appellate Reversal" in California by *Daily Journal* for their respective years.
- In February 2015, Capstone attorneys Raul Perez and Ryan H. Wu were honored with the *California Lawyer* Attorney of the Year (CLAY) award in labor and employment for their work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act ("PAGA") notwithstanding a representative action waiver in an arbitration agreement.
- Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshall's of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.
- Capstone has an established practice in automotive defect class actions, recently securing over \$100 million in direct monetary relief to class members in the highly publicized *Vargas v. Ford Motor Co.*, No. CV12-08388-AB (C.D. Cal. Mar. 6, 2020). Capstone has also negotiated numerous class action settlements providing valuable relief to owners/lessees the last five years. See *Weckworth v. Nissan N.A.*, No. 3:18-cv-00588 (M.D. Tenn. Mar. 10, 2020); *Wylie v. Hyundai Motors America*, 8:16-cv-02102-DOC (C.D. Cal. Mar. 2, 2020); *Granillo v. FCA US LLC*, No. 16-00153-FLW (D. N.J. Feb. 12, 2019); *Morishige v. Mazda Motor of Am., Inc.*, No. BC595280 (Los Angeles Sup. Ct. Aug. 20, 2019); *Falco v. Nissan N. Am. Inc.*, No. 13-00686-DDP (C.D. Cal. July 16, 2018), Dkt. No. 341 (finally approving settlement after certifying class alleging timing chain defect on contested motion); *Batista v. Nissan N. Am., Inc.*, No. 14-24728-RNS (S.D. Fla. June 29, 2017), Dkt. 191 (finally approving class action settlement alleging CVT defect); *Chan v. Porsche Cars N.A., Inc.*, No. No. 15-02106-CCC (D. N.J. Oct. 6, 2017), Dkt. 65 (finally approving class action settlement involving alleged windshield glare defect); *Klee v. Nissan N. Am., Inc.*, No. 12-08238-AWT, 2015 WL 4538426, at *1 (C.D. Cal. July 7, 2015) (settlement involving allegations that Nissan Leaf's driving range, based on the battery capacity, was lower than was represented by Nissan); *Asghari v. Volkswagen Group of America, Inc.*, Case No. 13-cv-02529-MMM-VBK, 2015 WL 12732462 (C.D. Cal. May 29, 2015) (class action settlement providing



repairs and reimbursement for oil consumption problem in certain Audi vehicles); *Aarons v. BMW of N. Am., LLC*, No. CV 11-7667 PSG, 2014 WL 4090564 (C.D. Cal. Apr. 29, 2014), objections overruled, No. CV 11-7667 PSG CWX, 2014 WL 4090512 (C.D. Cal. June 20, 2014) (C.D. Cal.) (class action settlement providing up to \$4,100 for repairs and reimbursement of transmission defect in certain BMW vehicles). Capstone is currently appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A., Inc.*, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019).

- Capstone has served as class counsel in a number of significant consumer class actions, providing relief and protection to consumers from deceptive and unlawful business practices, data breaches, and deceptive and false advertising by large corporations and manufacturers. These cases include *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.); *Fernandez v. Home Depot U.S.A.*, No. 13-648 (C.D. Cal.); *Livingston v. MiTAC*, No. 18-05993 (N.D. Cal.).

SUMMARY OF SIGNIFICANT SETTLEMENTS

Since its founding, Capstone has settled over 100 high-stakes class and representative actions totaling well over \$200 million dollars. Capstone's settlements have directly compensated hundreds of thousands of California workers and consumers. Capstone's actions have also forced employers to modify their policies for the benefit of employees, including changing the compensation structure for commissioned employees and changing practices to ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of California.

The following is a representative sample of Capstone's settlements:

- *Vargas v. Ford Motor Co.*, No. 12-08388-AB (C.D. Cal.): direct monetary benefits of over \$100 million to class members in highly-publicized class action involving alleged transmission problem.
- *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-PLA (N.D. Cal.): gross settlement of \$12 million on behalf of approximately 150,000 personal bankers, tellers, sales associates, and assistant branch manager trainees for wage and hour violations;
- *Moore v. PetSmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross settlement of \$10 million on behalf of over 19,000 non-exempt PetSmart employees for wage and hour violations;
- *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross settlement of \$9 million on behalf of approximately 1,200 pharmacists for wage and hour violations;
- *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig workers for sleep time and other wage violations;
- *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super. Ct.): gross settlement of \$5.7 million on behalf of approximately 650 sales representatives;
- *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;



- *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of \$5 million on behalf of over 12,000 nonexempt employees;
- *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of \$5 million on behalf of 15,000 nonexempt employees;
- *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross settlement of nearly \$5 million on behalf of over 100,000 non-exempt workers for meal break and wage statement claims;
- *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.): gross settlement of nearly \$5 million on behalf of 2,700 non-exempt employees following contested certification;
- *Asghari v. Volkswagen Group of North America*, Case No. 13-02529 (C.D. Cal.): Settlement providing complementary repairs of oil consumption defect, reimbursement for repairs, and extended warranty coverage of certain Audi vehicles valued at over \$20 million;
- *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.): Settlement providing complimentary electric vehicle charging cards and extending warranty coverage for the electric battery on the Nissan Leaf valued at over \$10 million.

PROFESSIONAL BIOGRAPHIES

Partners

Rebecca Labat. Rebecca Labat is co-managing partner of Capstone Law APC, supervising the litigation for all of the firm's cases. She also manages the firm's co-counsel relationships and assists the firm's other partners and senior counsel with case management and litigation strategy. Under Ms. Labat's leadership, Capstone has successfully settled over 100 cases, delivering hundreds millions of dollars to California employees and consumers while earning statewide recognition for its cutting-edge work in developing new law.

Ms. Labat's career accomplishments representing consumers and employees in class actions include the certification of a class of approximately 3,200 current and former automobile technicians and shop employees for the miscalculation of the regular rate for purposes of paying premiums for missed meal and rest breaks.

Before her work representing plaintiffs in class and representative actions, Ms. Labat was an attorney with Wilson Elser and represented life, health, and disability insurers in litigation throughout California in both state and federal courts. She graduated from the University of California, Hastings College of the Law in 2002, where she was a member of the Hastings Civil Justice Clinic, served as a mediator in Small Claims Court for the City and County of San Francisco, and received the CALI Award for Excellence in Alternative Dispute Resolution. She received her undergraduate degree from the University of California, Los Angeles. Ms. Labat is a member of the National Employment Lawyers Association (NELA), the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills Bar Association.

Raul Perez. Raul Perez is co-managing partner at Capstone, and has focused exclusively on wage and hour and consumer class litigation since 2011. Mr. Perez is the lead negotiator on numerous large settlements that have resulted in hundreds of millions to low-wage workers across California, including many of the most valuable settlements reached by Capstone.



During his career, Mr. Perez has successfully certified by way of contested motion and/or been appointed Lead Counsel or Interim Lead Counsel in several cases, including: *Lopes v. Kohl's Department Stores, Inc.*, Case No. RG08380189 (Alameda Super. Ct.); *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.); *Tameifuna v. Sunrise Senior Living Managements, Inc.*, Case No. 13-02171 (C.D. Cal.) (certified class of over 10,000 hourly-paid employees); and *Berry v. Urban Outfitters Wholesale, Inc.*, Case No. 13-02628 (N.D. Cal.) (appointed lead counsel in a class action involving over 10,000 non-exempt employees). As the lead trial attorney in *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014), Mr. Perez, along with Mr. Wu, received the 2015 CLAY Award in labor and employment.

Mr. Perez received both his undergraduate degree and his law degree from Harvard University and was admitted to the California Bar in December 1994. Earlier in his career, Mr. Perez handled a variety of complex litigation matters, including wrongful termination and other employment related actions, for corporate clients while employed by some of the more established law firms in the State of California, including Morgan, Lewis & Bockius; Manatt Phelps & Phillips; and Akin Gump Strauss Hauer & Feld. Before Capstone, Mr. Perez was a partner at another large plaintiff's firm, helping to deliver millions of dollars in relief to California workers.

Melissa Grant. Melissa Grant is a partner at Capstone. Ms. Grant is responsible for litigating many of the firm's most contentious and high-stakes class actions. The author of numerous successful motions for class certification, Ms. Grant is the lead or co-lead attorney on multiplied certified class actions currently on track for trial, representing over 140,000 California employees in pursuing their wage and hour claims. She is also at the forefront in developing the law on PAGA, including administrative exhaustion, standing, the nature of PAGA violations, the scope of discovery, and trials.

Prior to joining Capstone, Ms. Grant worked at the Securities and Exchange Commission as a staff attorney in the Enforcement Division, investigating ongoing violations of federal securities regulations and statutes and for Quinn Emanuel Urquhart & Sullivan, LLP, where she was an associate on the trial team that prosecuted the *Mattel v. Bratz* case. Ms. Grant began her legal career as a law clerk to the Honorable Harry Pregerson, Justice of the Ninth Circuit Court of Appeals before joining Sidley & Austin as an associate. She graduated from Southwestern Law School in 1999, where she served as editor-in-chief of the Law Review, and graduated *summa cum laude* and first in her class. Ms. Grant earned her undergraduate degree from Cornell University, where she received the JFK Public Service Award and the Outstanding Senior Award. Her published articles include: *Battling for ERISA Benefits in the Ninth Circuit: Overcoming Abuse of Discretion Review*, 28 Sw. U. L. Rev. 93 (1998), and CLE Class Actions Conference (SF) CAFA: *Early Decisions on Commencement and Removal of Actions* (2006).

Ryan H. Wu. Ryan H. Wu is a partner at Capstone and is primarily responsible for complex motion work and supervising court approval of class action settlements. Mr. Wu handles many of the most challenging legal issues facing Capstone's clients, including the scope and operation of PAGA, contested attorneys' fees motions, responding to objectors, and high-impact appeals. Mr. Wu is responsible for the merits briefing in *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court unanimously held that consumers' right to pursue public injunctive relief cannot be impeded by a contractual waiver or class certification requirements. He briefed the closely-watched *Williams v. Superior Court (Marshalls of CA LLC)*, 3 Cal.5th 531(2017), an important pro-employee ruling that broadened the scope of discovery in PAGA actions and resolved a longstanding conflict regarding third-party constitutional privacy rights. He also authored the briefs in *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), where, on an issue of first



impression, the Ninth Circuit sided with Plaintiffs in holding that PAGA actions are state enforcement actions not covered by the CAFA. In February 2015, Mr. Wu, along with Mr. Perez, received the prestigious CLAY award for his successful appellate work, including briefing to the California Supreme Court, in *Iskanian*. Mr. Wu recently achieved an important consumer victory in *Nguyen v. Nissan N.A.*, 932 F.3d 811 (9th Cir. 2019), which clarified the use of “benefit of the bargain” damages models in consumer class actions.

Mr. Wu graduated from the University of Michigan Law School in 2001, where he was an associate editor of the *Michigan Journal of Law Reform* and contributor to the law school newspaper. He received his undergraduate degree in political science with honors from the University of California, Berkeley. He began his career litigating international commercial disputes and commercial actions governed by the Uniform Commercial Code. Mr. Wu is co-author of “*Williams v. Superior Court: Employees’ Perspective*” and “*Iskanian v. CLS Transportation: Employees’ Perspective*,” both published in the *California Labor & Employment Law Review*.

Robert Drexler. Robert Drexler is a partner with Capstone Law where he leads one of the firm’s litigation teams prosecuting wage-and-hour class actions. He has more than 25 years of experience representing clients in wage-and-hour and consumer rights class actions and other complex litigation in state and federal courts. Over the course of his career, Mr. Drexler has successfully certified dozens of employee classes for claims such as misclassification, meal and rest breaks, and off-the-clock work, ultimately resulting in multi-million dollar settlements. He has also arbitrated and tried wage-and-hour and complex insurance cases. Mr. Drexler has been selected as one of Southern California’s “Super Lawyers” every year from 2009 through 2020.

Before joining Capstone, Mr. Drexler was head of the Class Action Work Group at Khorrami Boucher, LLP and led the class action team at The Quisenberry Law Firm. Mr. Drexler graduated from Case Western Reserve University School of Law, where he served as Managing Editor of the Case Western Reserve Law Review and authored Defective Prosthetic Devices: Strict Tort Liability for the Hospital? 32 CASE W. RES. L. REV. 929 (1982). He received his undergraduate degree in Finance at Ohio State University where he graduated *cum laude*. Mr. Drexler is a member of Consumer Attorneys of California (CAOC) and Consumer Attorneys of Los Angeles (CAALA). He has been a featured speaker at class action and employment litigation seminars, and has published articles in CAOC’s Forum Magazine and The Daily Journal.

Jamie Greene. Jamie Greene is a partner at Capstone where she evaluates potential new cases, develops new claims, and manages client relations. Well-versed in wage and hour law and federal and state consumer protection statutes, Ms. Greene supervises the pre-litigation phase for all cases, including investigation, analysis, and client consultation. Ms. Greene began her legal career at Makarem & Associates representing clients in a wide array of cases ranging from wrongful death, insurance bad faith, employment, personal injury, construction defect, consumer protection, and privacy law. She is a graduate of the University of Southern California Gould School of Law and earned her bachelor’s degree from Scripps College in Claremont, California. She is an active member of the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills, Los Angeles County, and Santa Monica Bar Associations.

Senior Counsel

Theresa Carroll. Theresa Carroll is a senior counsel at Capstone Law. Her practice is devoted to the Appeals & Complex Motions team, working on various settlement and approval projects.

Prior to joining Capstone, Ms. Carroll was an associate with Parker Stanbury, LLP, advising small business owners on various employment matters and worked as an associate attorney for O’Donnell & Mandell



litigating employment discrimination and sexual harassment cases. In 1995, she graduated from Southwestern University School of Law where she was on the trial advocacy team and was awarded the prestigious Trial Advocate of the Year award sponsored by the American Board of Trial Advocates (ABOTA) for Southwestern University School of Law. Ms. Carroll received her Bachelor of Science degree in speech with an emphasis in theatre from Iowa State University.

Liana Carter. Liana Carter is senior counsel with Capstone Law APC, specializing in complex motions, writs, and appeals. Her work on recent appeals has included reversing a denial of class certification decision in *Brown v. Cinemark USA, Inc.*, No. 16-15377, 2017 WL 6047613 (9th Cir. Dec. 7, 2017), affirming a denial of a motion to compel arbitration in *Jacoby v. Islands Rests., L.P.*, 2014 Cal. App. Unpub. LEXIS 4366 (2014) and reversal of a dismissal of class claims in *Rivers v. Cedars-Sinai Med. Care Found.*, 2015 Cal. App. Unpub. LEXIS 287 (Jan. 13, 2015). Ms. Carter was responsible for drafting the successful petition for review in *McGill v. Citibank N.A.*, as well as the petition for review and briefing on the merits in *Williams v. Superior Court*, 2017 WL 2980258. Ms. Carter also has extensive prior experience in overseeing settlement negotiations and obtaining court approval of class action settlements.

Ms. Carter was admitted to the California bar in 1999 after graduating from the University of Southern California Gould School of Law, where she was an Articles Editor on the board of the *Southern California Law Review*. She received her undergraduate degree with honors from the University of California, Irvine.

Molly DeSario. Molly DeSario is a senior counsel with Capstone Law, specializing in employment class action litigation. Ms. DeSario's practice focuses primarily on wage-and-hour class action and Private Attorneys General Act litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work. She has experience briefing and arguing a multitude of dispositive motions in state and federal court and has successfully certified and settled numerous classes for claims such as exempt misclassifications, unpaid wages, missed meal and rest breaks, and unreimbursed business expenses.

Ms. DeSario began her career as a general practice litigation associate with Sandler & Mercer in Rockville, Maryland, handling a wide range of civil and criminal matters. Since 2005, she has primarily litigated class action cases and, for the last seven years, has focused on representing employees and consumers in class and collective actions across California and the nation, helping them recover millions of dollars in unpaid wages, restitution, and penalties. Molly graduated from Northeastern University School of Law in 2002. During law school, she interned for the U.S. Attorney's Office in Boston, Massachusetts, and the Honorable Paul L. Friedman at the U.S. District Court for the District of Columbia. She received her undergraduate degree in Marketing and International Business from the University of Cincinnati, where she graduated summa cum laude.

Robert Friedl. Robert Friedl is senior counsel at Capstone, where he devotes most of his time to the briefing and litigation strategy of consumer protection cases. Mr. Friedl has over 20 years of experience representing plaintiffs and defendants in consumer class actions, insurance coverage and defense, employment law, and personal injury. His lengthy service as an appellate attorney has yielded several published cases, including successful outcomes in *Goldstein v. Ralphs*, 122 Cal. App. 4th 229 (2004), *Morgan v. AT&T*, 177 Cal. App. 4th 1235 (2009), and *Hecimovich v. Encinal School Parent Teacher Organization*, 203 Cal. App. 4th 450 (2012). At Capstone, Mr. Friedl was responsible for the appellate win in *Grant v. Unifund CCR, LLC*, 577 Fed. Appx. 693 (9th Cir. 2014).



Prior to joining Capstone, Mr. Friedl was a partner at civil litigation boutique, where he handled the firm's most complex briefing. He is a graduate of the University of Connecticut, and received his law degree from Southwestern School of Law, where he earned an American Jurisprudence Book Award.

Mark A. Ozzello. Mark A. Ozzello is a senior counsel with Capstone Law, where he leads the firm's consumer team. He is a nationally recognized and respected consumer and employment attorney who has litigated those issues throughout the country. He has always been at the forefront of consumer rights, sitting on the Board of Governors for the Consumer Attorneys of California and regularly appearing as a featured speaker on consumer rights issues nationwide.

Mr. Ozzello is a former partner of Arias Ozzello & Gignac and, most recently, was Of Counsel to Markun Zusman Freniere & Compton, LLP. In his capacity as a litigator, he has obtained results for his clients in excess of \$200 million dollars. Mark has also achieved consistent success in the California Courts of Appeal, and several judicial opinions regularly cite to his matters as authority for class certification issues. He has also argued appellate issues in several Circuit Courts of Appeals with great success. Mr. Ozzello attended Pepperdine University School of Law where he was an Editor to the Law Review, publishing several articles during his tenure in that capacity. He received his undergraduate degree from Georgetown University.

Mr. Ozzello has always strived to be an integral part of local communities. He has established educational scholarship programs at several charitable organizations, including El Centro De Amistad in Los Angeles and St. Bonaventure Indian Mission and School in Thoreau, New Mexico, and presides over a legal clinic in Los Angeles which provides pro bono legal assistance to non-English speaking individuals.

Bevin Allen Pike. Bevin Allen Pike is a senior counsel with Capstone Law where she focuses primarily on wage-and-hour class actions. Ms. Pike has spent her entire legal career representing employees and consumers in wage-and-hour and consumer rights class actions. Over the course of her career, Ms. Pike has successfully certified dozens of employee and consumer classes for claims such as meal and rest breaks, unpaid overtime, off-the-clock work, and false advertising.

Before joining Capstone, Ms. Pike's experience included class and representative action work on behalf of employees and consumers at some of the leading plaintiffs' firms in California. Ms. Pike graduated from Loyola Law School, Los Angeles, where she was an Editor for the International and Comparative Law Review. She received her undergraduate degree from the University of Southern California. Ms. Pike has been selected as one of Southern California's "Super Lawyers – Rising Stars" every year from 2012 through 2015.

Eduardo Santos. Eduardo Santos is a senior counsel at Capstone Law, concentrating his practice on managing and obtaining court approval of many of Capstone's wage-and-hour, consumer, and PAGA settlements, from the initial contract drafting phase to motion practice, including contested motion practice on attorneys' fees. Over the course of his career, Mr. Santos has helped to secure court approval of over one hundred high-stakes class and representative action settlements totaling over \$100 million.

Before joining Capstone, Mr. Santos began his career at a prominent plaintiff's firm in Los Angeles specializing in mass torts litigation, with a focus on complex pharmaceutical cases. Most notably, he was involved in the national Vioxx settlement, which secured a total of \$4.85 billion for thousands of individuals with claims of injuries caused by taking Vioxx. Mr. Santos graduated from Loyola Law School, Los Angeles, where he was a recipient of a full-tuition scholarship awarded in recognition of academic excellence. While in



law school, Mr. Santos served as an extern for the Honorable Thomas L. Willhite, Jr. of the California Court of Appeal. He graduated magna cum laude from UCLA and was a recipient of the Ralph J. Bunche Scholarship for academic achievement.

John Stobart. John Stobart is a senior counsel with Capstone Law. He focuses on appellate issues in state and federal courts and contributes to the firm's amicus curiae efforts to protect and expand the legal rights of California employees and consumers. Mr. Stobart has significant appellate experience having drafted over two dozen writs, appeals and petitions, and having argued before the Second, Fourth, and Fifth Districts of the California Court of Appeal.

Prior to joining Capstone, Mr. Stobart was a law and motion attorney who defended against civil liability in catastrophic injury and wrongful death cases brought against his clients, which included the railroad, public schools, small businesses, and commercial and residential landowners. He has drafted and argued scores of dispositive motions at the trial court level and had success in upholding judgments and verdicts on appeal. He graduated cum laude from Thomas Jefferson School of Law where he was on the mock trial competition team and earned his undergraduate degree from the Ohio State University.

Orlando Villalba. Orlando Villalba is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Mr. Villalba began his career at Kirkland & Ellis where he handled a wide range of business litigation matters, including transnational contract disputes, insurance-related tort claims, developer litigation, and civil rights actions. He also has extensive plaintiff-side experience representing government agencies and note-holders in the pursuit of mortgage and other fraud losses. Mr. Villalba graduated from Stanford Law School, where he served as an articles editor on the Stanford Journal of Law, Business & Finance. After law school, he clerked for the Honorable Warren Matthews of the Alaska Supreme Court. Orlando received his bachelor's degree in International Business from the University of Southern California.

Steven Weinmann. Steven Weinmann is a senior counsel with Capstone Law and leads the consumer rights team. His practice encompasses complex and class action litigation, including consumer product and services cases under California's Unfair Competition Law (UCL), data privacy breach cases, and a special emphasis on vehicle defect litigation. He has a background in securities litigation, antitrust, environmental law, and consumer class action cases.

Prior to joining Capstone, Steven's experience included litigating class actions on behalf of employees and consumers, in addition to representing individuals and small and large companies in various types of litigation, from business disputes to personal injury, financial fraud, construction defects, and products liability. Steven has been instrumental in achieving favorable results for numerous certified classes, including cases against Home Depot USA (for wage and hour and UCL claims); LegalZoom.com, Inc. (claims involving illegal practice of law); Wells Fargo Bank, N.A. (UCL, CLRA, federal Truth in Lending Act [TILA] claims). Steven briefed and help bring about numerous reported decisions including *Fraleigh v. Facebook*, 830 F.Supp.2d 785 (N.D. Cal. 2011) (defeating a motion to dismiss on claims involving the right to publicity); *Ceja v. Rudolph & Sletten*, 194 Cal.App.4th 584 (Sixth Appellate Div. 2011), affirmed, California Supreme Court, 56 Cal. 4th 1113 (2013) (confirming the test for determining putative spouse status is a subjective one). He also helped brief and obtained a decision favorable to plaintiffs in a seminal case under California's UCL,



McAdams v. Monier, Inc., 182 Cal.App.4th 174 (2010) (deciding only the named class representative needed to satisfy Proposition 64 standing requirements). He received his J.D. with distinction from the Hofstra University School of Law, where he was an associate editor on the Hofstra Law Review, and earned his undergraduate degree in English Literature and Political Science from Rutgers University.

Tarek Zohdy. A senior counsel with Capstone, Tarek Zohdy develops, investigates and litigates automotive defect class actions, along with other consumer class actions for breach of warranty and consumer fraud. At Capstone, he has worked on several large-scale automotive class actions from investigation through settlements that have provided significant relief to millions of defrauded car owners. Before joining Capstone, Mr. Zohdy spent several years representing individual consumers in their actions against automobile manufacturers and dealerships for breaches of express and implied warranties pursuant to the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act, commonly referred to together as “Lemon Law.” He also handled fraudulent misrepresentation and omission cases pursuant to the Consumers Legal Remedies Act. Mr. Zohdy graduated from Louisiana State University *magna cum laude* in 2003, and Boston University School of Law in 2006, where he was a member of the criminal clinic representing underprivileged criminal defendants.

Associates

Brandon Brouillette. Brandon Brouillette is an associate with Capstone Law, where his practice focuses on representing employees and consumers in complex litigation, primarily wage-and-hour class actions and PAGA representative actions. Mr. Brouillette’s entire legal career has been devoted to representing individual and class representative plaintiffs against large corporate entities. Prior to joining Capstone, he served as an associate at Boucher LLP where he managed the firm’s wage-and-hour class actions. He earned his Juris Doctor from Loyola Law School, Los Angeles, where he spent a summer interning for the legal clearance and corporate legal departments at Warner Bros. He received his undergraduate degree from the University of Southern California, where he majored in Business Administration and spent a semester abroad in Budapest, Hungary. In 2016, Brandon was selected as one of Super Lawyers’ “Rising Stars” in Southern California.

Anthony Castillo. Anthony Castillo is an associate with Capstone Law. His practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. Prior to joining Capstone, he was an associate at a California bankruptcy practice, where he represented individual and business debtors in liquidations and re-organizations as well as various debt and foreclosure defense-related issues. Mr. Castillo graduated from Loyola Law School, Los Angeles in 2009, where he volunteered with the Disability Rights Legal Center. He attended Stanford University for his undergraduate degree, majoring in Political Science and minoring in History. Anthony is admitted to practice law in California and Washington and before the United States District Court for the Central and Southern Districts of California.

Joseph Hakakian. Joseph Hakakian is an associate with Capstone Law. His practice focuses on prosecuting wage-and-hour class and representative actions in state and federal court. Prior to joining Capstone Law, Mr. Hakakian served as a summer clerk for Mark Ozzello at Markun Zusman Freniere & Compton, LLP, working on various actions including wage-and-hour claims, unpaid overtime, false advertising, and unfair competition. He graduated from UCLA School of Law, with a business law specialization, where he served as a staff editor for the Journal of Environmental Law and Policy and worked as a law clerk with the Consumer Protection Division of the Los Angeles District Attorney’s Office. Prior to attending law school, Mr. Hakakian received his undergraduate degree from University of California, Los Angeles, in 2013, where he



graduated summa cum laude, Dean's Honor List, and College Honors, and received scholastic achievement awards from Golden Key Honor Society and Phi Alpha Theta Honor Society. Joseph is an active member of the Consumer Attorneys Association of Los Angeles (CAALA), Consumer Attorneys of California (CAOC), and Beverly Hills, Los Angeles County, and Santa Monica Bar Associations.

Michelle Kennedy. Michelle Kennedy is an associate with Capstone Law. Her practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. She began her career as a contract attorney in the Utah Attorney General's Civil Litigation Division handling torts, civil rights, and employment law matters. She later founded her own firm handling business and intellectual property matters, where she settled a copyright infringement suit. Prior to moving to Southern California, Ms. Kennedy was recognized by Super Lawyers as a Mountain States Rising Star in 2017 and 2018. She also served as President of the Utah Minority Bar Association and as an Ex-Officio Member of the Utah State Bar Commission. Michelle graduated from the University of Utah S.J. Quinney College of Law in 2013, where she served as President of the Art Law Alliance and Vice President of the Minority Law Caucus. She earned her undergraduate degree from Brigham Young University in 2010, where she majored in Philosophy. Ms. Kennedy is an active member of the Consumer Attorneys Association of Los Angeles (CAALA) and the Los Angeles County Bar Association. Michelle is admitted to practice law in Utah and California.

Jonathan Lee. An associate with Capstone, Jonathan Lee primarily litigates employment class actions. At Capstone, Mr. Lee has worked on several major successful class certification motions, and his work has contributed to multi-million dollar class settlements against various employers, including restaurant chains, retail stores, airport staffing companies, and hospitals. Prior to joining Capstone, Mr. Lee defended employers and insurance companies in workers' compensation actions throughout California. Mr. Lee graduated in 2009 from Pepperdine University School of Law, where he served as an editor for the Journal of Business, Entrepreneurship and the Law; he received his undergraduate degree from UCLA.

Trisha Monesi. Trisha Monesi is an associate with Capstone. Her practice focuses on prosecuting consumer class actions in state and federal court. Ms. Monesi graduated from Loyola Law School, Los Angeles in 2014, where she served as an editor of the Loyola of Los Angeles Entertainment Law Review and was a certified law clerk at the Center for Juvenile Law and Policy. She earned her undergraduate degree from Boston University in 2011, where she majored in Political Science and International Relations. She is an active member of the Women Lawyers Association of Los Angeles, and the Los Angeles County and Beverly Hills Bar Associations.

Cody Padgett. An associate with Capstone, Cody Padgett's practice focuses on prosecuting automotive defect and other consumer class action cases in state and federal court. He handles consumer cases at all stages of litigation, and has contributed to major settlements of automobile defect actions valued in the tens of millions. Prior to joining Capstone Law, Mr. Padgett was a certified legal intern with the San Diego County Public Defender's Office. During law school, Mr. Padgett served as a judicial extern to the Honorable C. Leroy Hansen, United States District Court for the District of New Mexico. He graduated from California Western School of Law in the top 10% of his class and received his undergraduate degree from the University of Southern California, where he graduated *cum laude*.

Mao Shiokura. Mao Shiokura is an associate with Capstone. Her practice focuses on identifying, analyzing, and developing new wage-and-hour and consumer claims, including violations of the Fair Credit Reporting Act, Consumers Legal Remedies Act, False Advertising Law, and Unfair Competition Law. Prior to joining



Capstone, Ms. Shiokura was an associate at a California lemon law firm, where she represented consumers in Song-Beverly, Magnuson-Moss, and fraud actions against automobile manufacturers and dealerships. Ms. Shiokura graduated from Loyola Law School, Los Angeles in 2009, where she served as a staff member of Loyola of Los Angeles Law Review. She earned her undergraduate degree from the University of Southern California, where she was a Presidential Scholar and majored in Business Administration, with an emphasis in Cinema-Television and Finance.

Brooke Waldrop. Brooke Waldrop is an associate with Capstone Law. Her practice focuses on the pre-litigation analysis of wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work. Ms. Waldrop graduated from University of Utah S.J. Quinney College of Law in 2008, where she was a member of Extra Muros, an international law journal and think tank. During law school, she volunteered and clerked for the Disability Law Center, International Rights Advocates in Washington, D.C., the Utah Crime Victims Legal Center, and the Utah Council for Victims of Crime. After law school, Brooke obtained an MFA at USC's School of Cinematic Arts Writing for Screen and Television program where she was also awarded the prestigious Annenberg Fellowship. Before joining Capstone as an associate, she worked at Capstone as a contract attorney and settled a copyright infringement suit for a commercially-successful property. She earned her undergraduate degree from Westminster College of Salt Lake, majoring in Political Studies with an emphasis in Philosophy, and minoring in Theater, where she graduated summa cum laude.

OUTREACH AND EDUCATION

To increase public awareness about the issues affecting class action and other representative litigation in the consumer and employment areas, Capstone publishes the Impact Litigation Journal (www.impactlitigation.com). Readers have access to news bulletins, op-ed pieces, and legal resources. By taking advantage of social media, Capstone hopes to spread the word about consumer protection and employee rights to a larger audience than has typically been reached by traditional print sources, and to thereby contribute to the enforcement of California's consumer and workplace protection laws.

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Tarek H. Zohdy (SBN 247775)
Tarek.Zohdy@capstonelawyers.com
3 Cody R. Padgett (SBN 275553)
Cody.Padgett@capstonelawyers.com
4 Trisha K. Monesi (SBN 303512)
Trisha.Monesi@capstonelawyers.com
5 Capstone Law APC
1875 Century Park East, Suite 1000
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiffs Michael Livingston
and Sharon McGill
9

10 UNITED STATES DISTRICT COURT

11 NORTHERN DISTRICT OF CALIFORNIA

12 MICHAEL LIVINGSTON and SHARON
13 MCGILL, individually, and on behalf of a class of
similarly situated individuals,

14 Plaintiffs,

15 v.

16 MITAC DIGITAL CORPORATION, a California
17 corporation,

18 Defendant.
19
20
21
22
23
24
25
26
27
28

Case No.: 4:18-cv-05993-JST

Hon. Jon S. Tigar

[PROPOSED] JUDGMENT

FINAL JUDGMENT

Under Rules 54(b) and 58, it is adjudged as follows:

1. The Court entered the Order Granting Motion for Final Approval of Class Action Settlement (“Final Approval Order”) approving the Settlement;
2. For the reasons stated in the Court’s Final Approval Order, judgment is hereby entered in accordance with the Final Approval Order; and
3. Plaintiffs’ claims asserted against Defendants in this action are dismissed with prejudice, without costs to any party, except as provided for in the Final Approval Order or Settlement Agreement.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

Hon. Jon S. Tigar
United States District Judge

Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
Tarek H. Zohdy (SBN 247775)
Tarek.Zohdy@capstonelawyers.com
Cody R. Padgett (SBN 275553)
Cody.Padgett@capstonelawyers.com
Trisha K. Monesi (SBN 303512)
Trisha.Monesi@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiffs Michael Livingston
and Sharon McGill

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

MICHAEL LIVINGSTON and SHARON
MCGILL, individually, and on behalf of a class of
similarly situated individuals,

Plaintiffs,

v.

MITAC DIGITAL CORPORATION, a California
corporation,

Defendant.

Case No.: 4:18-cv-05993-JST

Hon. Jon S. Tigar

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: November 4, 2020
Time: 2:00 p.m.
Place: Courtroom 6

1 Plaintiffs' Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees,
 2 Costs and Expenses, and Class Representative Incentive Awards came before the Court for hearing on
 3 November 4, 2020, pursuant to the Court's Order Granting Motion for Preliminary Approval of Class
 4 Action Settlement dated April 29, 2020 ("Preliminary Approval Order") (Dkt. No. 65.) Having considered
 5 the parties' Amended Joint Stipulation of Class Action Settlement and Release ("Settlement Agreement"),
 6 and all papers filed and proceedings had herein,

7 **IT IS HEREBY ORDERED:**

8 1. This Court has subject matter jurisdiction over this action.
 9 2. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in
 10 the parties' Settlement Agreement.

11 3. The Court finds, following a rigorous analysis and for purposes of settlement only, that the
 12 following settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23:

13 All persons who purchased a Magellan RoadMate Navigator device with Free Lifetime
 14 Map updates in the United States from September 28, 2014 to June 30, 2019.

15 4. The Court finds for settlement purposes that: (a) the Class certified herein consists of over
 16 a hundred thousand persons, and joinder of all such persons would be impracticable, (b) there are questions
 17 of law and fact that are common to the Class, and those questions of law and fact common to the Class
 18 predominate over any questions affecting any individual Class Member; (c) the claims of the Plaintiffs are
 19 typical of the claims of the Class they seek to represent for purposes of settlement; (d) a class action on
 20 behalf of the Class is superior to other available means of adjudicating this dispute; and (e) Plaintiffs and
 21 Class Counsel are adequate representatives of the Class. The Court also concludes that, because the action
 22 is being settled rather than litigated, the Court need not consider manageability issues that might be
 23 presented by the trial of a nationwide class action involving the issues in this case. *See Amchem Prods., Inc.*
 24 *v. Windsor*, 521 U.S. 591, 620 (1997).

25 5. Plaintiffs are suitable class representatives and are hereby appointed the representatives for
 26 the Settlement Class. The Court finds that Plaintiffs' investment and commitment to the litigation and its
 27 outcome ensured adequate and zealous advocacy for the Settlement Class, and that their interests are
 28 aligned with those of the Settlement Class.

1 6. The Court finds that the attorneys at Capstone Law APC have the requisite qualifications,
2 experience, and skill to protect and advance the interests of the Settlement Class. The Court therefore finds
3 that counsel satisfy the professional and ethical obligations attendant to the position of Class Counsel, and
4 hereby appoints Capstone Law APC as counsel for the Settlement Class.

5 7. The Court finds that notice has been disseminated to the Class in compliance with the
6 Court's Preliminary Approval Order and that the notice given was the best notice practicable under the
7 circumstances, fully satisfied due process, and met the requirements of Rule 23 of the Federal Rules of
8 Civil Procedure. The Court further finds that the response of the Class Members to the Settlement supports
9 settlement approval. Only four Class Members opted out of the Settlement, and no Class Members
10 objected to the Settlement.

11 8. The Court finds that the proposed settlement is fair, reasonable, and adequate under Rule
12 23(e)(2), is in the best interests of the class, and should be and hereby is fully and finally approved. *See*
13 Fed. R. Civ. P. 23(e)(1)(B)(i). The Settlement Agreement: (a) results from efforts by Class Representatives
14 and Class Counsel who adequately represented the class; (b) was negotiated at arm's length with the
15 assistance of a distinguished mediator and jurist, the Hon. Jay C. Gandhi (Ret.); (c) provides relief for the
16 class that is fair, reasonable, and adequate, taking into account: (i) the costs, risks, and delay of trial and
17 appeal; (ii) the effective proposed method of distributing relief to the class, including the method of
18 processing class member claims; (iii) the terms of the proposed award of attorney's fees, including timing
19 of payment; and (d) the settlement treats Class Members equitably relative to each other.

20 9. In so finding, the Court has considered all evidence presented, including evidence
21 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
22 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
23 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
24 sufficient information about the nature and magnitude of the claims being settled, as well as the
25 impediments to recovery, to make an independent assessment of the reasonableness of the terms to which
26 the Parties have agreed.

27 10. The Court finds that the settlement is non-collusive, a product of arms'-length negotiations
28 between counsel for Plaintiffs and Defendants presided by over by an experienced third-party neutral. In

1 reaching this finding of non-collusiveness, the Court considered “subtle signs” of collusion identified by *In*
 2 *re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 947 (9th Cir. 2011).

3 11. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
 4 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
 5 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
 6 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
 7 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to
 8 continue to litigate the case. Additionally, after considering the monetary recovery provided by the
 9 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
 10 provides Class Members with fair and adequate relief.

11 12. The Release set forth in the Settlement Agreement is incorporated herein and, as of the
 12 Effective Date and by operation of this Order, is binding and effective on all Class Members who have not
 13 properly excluded themselves from the Class. The Settlement Agreement, including the full Release that is
 14 incorporated herein, can be found on the Court’s publicly available docket at Dkt. No. 62-1.

15 13. Without affecting the finality of this Final Approval Order and the Final Judgment in any
 16 way, this Court hereby retains continuing jurisdiction over (a) implementation of the settlement; (b) further
 17 proceedings, if necessary, on applications for attorneys’ fees, expenses, and costs in connection with the
 18 action and the settlement; and (c) the Parties and the Class Members for the purpose of construing,
 19 enforcing, and administering the Settlement Agreement and all orders and judgments entered in connection
 20 therewith.

21 14. The Court finds that no just reason exists for delay in entering the Final Judgment.
 22 Accordingly, the Clerk is hereby directed to enter Final Judgment.

23
 24 **IT IS SO ORDERED.**

25 Dated: _____

26 _____
 27 Hon. Jon S. Tigar
 28 United States District Judge