

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

CHARLES COPLEY, JASON EVANS,
HUMBERTO GARCIA, LUZ ANGELINA
GARCIA, JOAN MCDONALD, JOHN
PETERSON, BETTY PRESSLEY, NATALIE
ROBERTS, NORMAN SKARE, individually and
as personal representative for BETTY SKARE,
DAVID STONE, and KAYE WINK, individually
and as next of kin of DONALD WINK, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

BACTOLAC PHARMACEUTICAL, INC.;
NATURMED, INC. d/b/a INSTITUTE FOR
VIBRANT LIVING; and INDEPENDENT VITAL
LIFE, LLC,

Defendants.

JEFFREY FARIS, ANTONIA HAMPTON, RAUL
ROBLES, and KATHLEEN CANNON,
Individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

BACTOLAC PHARMACEUTICAL, INC.;
NATURMED, INC. d/b/a INSTITUTE FOR
VIBRANT LIVING; and INDEPENDENT VITAL
LIFE, LLC,

Defendants.

No.: 2:18-cv-00575-FB-PK

Consolidated with

No. 2:20-cv-01338-FB-PK

**DECLARATION OF BRADLEY MADDEN
REGARDING ADMINISTRATION**

1 I, Bradley Madden, declare:

2 1. I am a Project Manager for Postlethwaite & Netterville, APAC (“P&N”), a full-service
3 administration firm providing legal administration services. The following statements are based on my
4 personal knowledge as well as information provided by other experienced P&N employees working under
5 my supervision.

6 **EXPERIENCE**

7 2. P&N routinely develops and executes notice plans and administers a wide variety of class
8 action and mass action settlements, with subject matters including, but not limited to, products liability,
9 consumer, mass tort, antitrust, labor and employment, insurance, and healthcare. P&N team members have
10 experience designing and implementing over 100 notice and settlement programs. Additional information
11 about P&N can be found on our website at www.pnclassaction.com.

12 3. A sample of court opinions on the adequacy of our notice and Settlement Administration
13 experience is included in P&N’s curriculum vitae as **Exhibit A**.

14 **OVERVIEW**

15 4. Based on our review of the Settlement Agreement, the proposed Class consists of:

16 **All Persons in the United States who purchased one or more canisters of ADEG**
17 **that were manufactured as part of the Recalled Lots.**

18 **NOTICE TO THE CLASS**

19 5. The Settlement Agreement directs the Short Form Notice to be mailed to each Class Member.
20 The Short Form Notice will be in the form of a double- sided postcard (“Postcard Notice”). It is P&N’s
21 understanding that Defendant will provide a data set containing all Class Members’ names, addresses, and
22 email (if known) who purchased one or more canisters of ADEG from the Recalled Lots and who were
23 mailed a recall letter by NaturMed in March 2016.

24 6. P&N shall provide Postcard Notice to the Class Member address provided by Defendant.
25 P&N will process the names and address through the National Change of Address (“NCOA”) database¹ and
26 update as appropriate. If a Postcard Notice is returned with forwarding address information, P&N will re-

27 ¹ The NCOA database is the official United States Postal Service technology product, which makes change of address
28 information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream. This product is an
effective tool to update address changes when a person has completed a change of address form with the post office.

1 mail the Postcard Notice to the forwarding address. For all Postcard Notices that are returned as
2 undeliverable, P&N will use standard skip tracing devices to obtain forwarding address information and, if
3 the skip tracing process yields a different forwarding address, P&N will re-mail the Postcard Notice to the
4 address identified in the skip trace as soon as reasonably practicable after the receipt of the returned mail.
5 After 30 days, an email reminder may be sent to all Class Members with a known email address who have
6 not submitted a Claim Form.

7 **ADMINISTRATION AND PAYMENT OF CLAIMS**

8 **Settlement Website**

9 7. P&N will create and maintain a website dedicated to this Settlement. The website address
10 will be included in the Postcard Notice. The Class Notice, along with other relevant documents, will be
11 posted on the Settlement Website, so Class Members may review and download them. The Settlement
12 Website will also include relevant dates, other case-related information, instructions for how to be excluded
13 from the Class, how to file a claim to receive a Settlement Credit or Alternate Payment, and contact
14 information for the Settlement Administrator.

15 **Dedicated Toll-Free Hotline**

16 8. A dedicated toll-free informational hotline will be available 24 hours per day, seven days per
17 week. The hotline will utilize an interactive voice response (“IVR”) system where Class Members can obtain
18 essential information regarding the Settlement and be provided responses to frequently asked questions.
19 Class Members will also have the option to leave a voicemail and receive a call back from a call center
20 representative.

21 **Requests for Exclusion**

22 9. Class Members wishing to exclude themselves may submit their request for exclusion by
23 mail to a dedicated Post Office Box that P&N will maintain. P&N will monitor all mail delivered to that
24 post office box and will track all exclusion requests received, which will be provided to the Parties.

25 **Claim Form**

26 10. The Postcard Notice mailed to Class Members will include a Claim Form that can be returned
27 via Business Reply Mail at no cost to the Class Member. The postcard Notice will be substantially consistent
28 with **Exhibit B**.

1 11. P&N will establish an electronic Claim Form available on the Settlement Website where
2 Settlement Class Members may submit a claim. P&N will collect the information required by the Settlement
3 Agreement to determine claim validity and issue credit/payment.

4 12. A PDF claim form will also be available for download on the Settlement Website for
5 Settlement Class Members who prefer to submit a claim by mail.

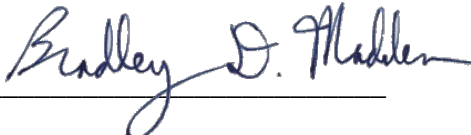
6 **Payment of Claims**

7 13. Class Members will have the option to select either a Settlement Credit or Alternate Payment
8 as part of their Claim Form submission. Class Members who select a Settlement Credit will have the option
9 of receiving the credit via physical mail or via email provided on the Claim Form submission. Class
10 Members who select an Alternate Payment will have the option of receiving the payment via paper check
11 or receiving an email to select a digital payment method.

12
13
14 **CERTIFICATION**

15 I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge
16 and belief.

17 Executed this 19th day of November, 2021 in Baton Rouge, Louisiana.

18
19
20
21 
22 Bradley Madden



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Exhibit A: CV of P&N





Introduction

Postlethwaite & Netterville, APAC, (P&N) offers technical experience and diverse resources that are unique to the class action settlement administration space.

Experience: Since 1999, P&N has successfully administered numerous class action settlements in state court and federal court (including multidistrict litigation). Our team has processed and reviewed claims and managed distributions for settlements involving billions of dollars in settlement funds.

Breadth, Depth and Flexibility of Resources: Our approach to settlement administration provides a dedicated core team that is able to draw upon numerous specialized resources across diverse service areas within our firm of over 400 employees as needs arise.

We leverage the knowledge and experience of professionals holding the following designations, among others:

- Juris Doctor (JD)
- Project Management Professional (PMP)
- Certified Public Accountant (CPA)
- Certified Internal Auditor (CIA)
- Certified Information Systems Auditor (CISA)
- Certified Fraud Examiner (CFE)
- Certified in Financial Forensics (CFF)
- Certified Information Systems Security Professional (CISSP)
- Certified Security Engineer (CSE)
- Certified Information Security Manager
- Certified in Risk and Information Systems Control

Capabilities and Experience Rooted in Quality and Objectivity: As a 65+ year old accounting and business advisory firm, objectivity, integrity, and quality have been the cornerstones of our sustained success. These principles drive our work product, our decision-making, and our interactions with clients and team members. ***Our teams are well-versed in the development of and adherence to stringent quality assurance and quality control standards across a variety of disciplines.***



Notable Claims Administration Experience

Our team has significant claims administration experience, including the following notable project experience:

In Re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)

Nature of Work: In cooperation with our project partner, The Notice Company, Inc., P&N performs claims administration services for indirect purchaser class action settlements in this multidistrict litigation totaling over \$619,750,000 to date. The scope of P&N's services includes (1) custom website and database application development and maintenance, (2) claim data acquisition and management, (3) claims processing and validation, (4) claims deficiency and audit processing, (5) quality control and fraud, waste, and abuse monitoring, (6) custom reporting, (7) call center support and claimant communications, (8) claim allocation determination and distribution, and (9) project management services.

In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)

Nature of Work: P&N was approved by the United States District Court for the Eastern District of Louisiana to process business economic loss and seafood harvester claims within the Deepwater Horizon Economic and Property Damages Settlement. P&N participated in determining over \$1 billion in eligible claims within the first six months of the program and approximately \$10 billion to date. P&N committed a significant multi-city team of 400+ accounting and finance professionals to the ongoing effort, providing claim eligibility review, economic damages calculations, and claimant communications for over 100,000 businesses and seafood harvesters with representation from 2,000+ law and accounting firms.

In Re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)

Nature of Work: P&N provides claims administration services related to custom technology development, project management, and attorney communications support. In coordination with the Court-appointed Special Master, Randi S. Ellis, P&N has developed secure, customized, web-based technology applications that are the framework for claim filing and document management efforts for over 130 participating law firms. Our claims platform also serves as both the central repository for personal injury claims adjudication and allocation functions of the Special Master.

"I have worked with P&N on multiple large settlement projects in my role as Special Master. We are currently working together to administer a mass tort settlement where their technology platform has been able to streamline the claims process and securely manage sensitive claimant data. They are always willing to brainstorm with me when I need assistance which is why they have become a trusted partner and my first call! "

Randi Ellis, Court-Appointed Special Master



In Re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)

Nature of Work: P&N developed a secure, customized, web-based database application that served as the framework for claim filing and document management efforts for approximately 3,700 personal injury claims. In cooperation with the Special Master, Daniel J. Balhoff, P&N also provided project management services to facilitate the logistics of the claims process life cycle. Our claims database technology also served as both the central repository for claims determinations and allocation reporting to the Plaintiff Steering Committee and Lien Resolution Administrator.

"P&N was tasked with building out a user friendly settlement submission web-based platform, training the law firms on how it would be used, coordinating with the Special Master and Claims Administrator reviewers, exchanging information with the third party lien resolution group, and providing responsive updates and reporting to the litigation lead counsel and individual participating law firms. P&N did a phenomenal job in all respects.

Throughout the process, P&N provided personalized and immediately responsive service. Reporting was routinely updated and modified based upon new requests from lead counsel and the individual submitting firms were provided one-on-one service when needed. Based on my experiences with P&N, I would certainly recommend them and will actively seek to include project bids from them in any future resolution programs in which I have a part."

Jon C. Conlin, Plaintiffs' Co-Lead Counsel

In Re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)

Nature of Work: P&N provided full scale notice and claims administration services for this multi-settlement MDL involving over \$45,000,000 in settlement funds. The scope of P&N's services includes (1) notice administration, (2) custom website and database application development and maintenance, (3) claim data acquisition and management, (4) claims processing and deficiency curing, (5) call center support and claimant communications, (6) claim allocation determination and distribution, and (7) quality control and project management services.

"In serving as a Court-appointed Special Master, I have worked with P&N's claims administration team on several occasions. I have always found them to be extremely attentive to detail, responsive, and committed to a high quality work product. Furthermore, they are proactive – once I tell them my goals, they come up with creative solutions to get there. The bottom line is that I can trust them to do the job right in a timely and efficient manner."

Daniel J. Balhoff, Court-Appointed Special Master



P&N Claims Administration Experience

SAMPLE JUDICIAL COMMENTS

- ***Fabricant v. Amerisave Mortgage Corporation***, No. 19-cv-04659-AB-AS (C.D. Cal.) Judge Andre Birotte, Jr. on November 25, 2020:

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

- ***Snyder, et al. v. U.S. Bank, N.A., et al.***, No. 1:16-CV-11675 (N.D. Ill), Judge Matthew F. Kennelly on June 18, 2020:

The Court makes the following findings and conclusions regarding notice to the Settlement Class:

a. The Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order; b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Consolidated Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- ***Edward Makaron et al. v. Enagic USA, Inc.***, 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

The Court makes the following findings and conclusions regarding notice to the Class:

a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;

b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to



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appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- **Kimberly Miller et al. v. P.S.C, Inc., d/b/a Puget Sound Collections**, 3:17-cv-05864 (W. D. Wash.), Judge Ronald B. Leighton on January 10, 2020:

The Court finds that the notice given to Class Members pursuant to the terms of the Agreement fully and accurately informed Class Members of all material elements of the settlement and constituted valid, sufficient, and due notice to all Class Members. The notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.

- **John Karpilovsky and Jimmie Criollo, Jr. et al v. All Web Leads, Inc.**, 1:17-cv-01307 (N.D. Ill), Judge Harry D. Leinenweber on August 8, 2019:

The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- **Paul Story v. Mammoth Mountain Ski Area, LLC**, No. 2:14-cv-02422 (E.D. Cal.), Judge John A. Mendez on March 13, 2018:

The Court finds that the Settlement Administrator delivered the Class Notice to the Class following the procedures set forth in the Settlement Agreement; that the Class Notice and the procedures followed by the Settlement Administrator constituted the best notice practicable under the circumstances; and that the Class Notice and the procedures contemplated by the Settlement Agreement were in full compliance with the laws of the United States and the requirements of due process. These findings support final approval of the Settlement Agreement.

- **John Burford, et al v. Cargill, Incorporated**, No. 05-0283 (W.D. La.), Judge S. Maurice Hicks, Jr. on November 8, 2012:

Considering the aforementioned Declarations of Carpenter and Mire as well as the additional arguments made in the Joint Motion and during the Fairness Hearing, the



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Court finds that the notice procedures employed in this case satisfied all of the Rule 23 requirements and due process.

- ***In RE: FEMA Trailer Formaldehyde Product Liability Litigation***, MDL No. 1873, (E.D La.), Judge Kurt D. Engelhardt on September 27, 2012:

After completing the necessary rigorous analysis, including careful consideration of Mr. Henderson's Declaration and Mr. Balhoff's Declaration, along with the Declaration of Justin I. Woods, the Court finds that the first-class mail notice to the List of Potential Class Members (or to their attorneys, if known by the PSC), Publication Notice and distribution of the notice in accordance with the Settlement Notice Plan, the terms of the Settlement Agreement, and this Court's Preliminary Approval Order:

(a) constituted the best practicable notice to Class Members under the circumstances;
(b) provided Class Members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to Class Members and all other persons wishing to be heard;

(c) was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of this proposed class action settlement, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including final certification of the settlement class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of representation by Plaintiffs or the PSC, and/or the award of attorneys' fees), (iv) their right to appear at the Fairness Hearing - either on their own or through counsel hired at their own expense - if they did not exclude themselves from the Class, and (v) the binding effect of the Preliminary Approval Order and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons who do not timely request exclusion from the Class;

(d) was calculated to reach a large number of Class Members, and the prepared notice documents adequately informed Class Members of the class action, properly described their rights, and clearly conformed to the high standards for modern notice programs;

(e) focused on the effective communication of information about the class action. The notices prepared were couched in plain and easily understood language and were written and designed to the highest communication standards;

(f) afforded sufficient notice and time to Class Members to receive notice and decide whether to request exclusion or to object to the settlement.;

(g) was reasonable and constituted due, adequate, effective, and sufficient notice to all persons entitled to be provided with notice; and

(h) fully satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable law.



Class Action & Mass Tort Administration Experience

P&N provides end-to-end class action claims administration and notice services in connection with lawsuits and settlements programs pending in courts around the United States. Since 1999, P&N has processed billions of dollars in settlement claims, ranging in class size from a few hundred to hundreds of thousands. Our team successfully administers a wide variety of settlements, and our ability to innovate enables us to navigate the complexity of class settlements and legal notice programs.

CASE EXPERIENCE

Our case experience includes the following:

- In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- In Re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)*
- In Re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)[†]
- In Re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)[†]
- In Re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- In Re: Chevron Refinery Fire Cases
- Story v. Mammoth Mountain Ski Area, LLC
- Sanchez et al v. Texas Brine, LLC et al.
- John Karpilovsky, et al. v. All Web Leads, Inc.
- Farruggio et al. v. g18 James Receiver, LLC et al.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Howard, et al. v. Union Carbide Corporation
- Duhe, Jr., et al. v. Texaco, Inc., et al.
- Schexnayder Jr, et al. v. Entergy Louisiana, Inc., et al.
- Burford et al. v. Cargill, Incorporated
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Hollis Law Firm ASR Settlement Fund
- Sullivan, et al. v. The Worley Companies, et al.
- In Re: Vulcan Litigation - April 2001 Incidents
- Pierce vs. Olinde's Hardware & Supply Co.
- Noretta Thomas, et al. v. A. Wilbert & Sons, LLC, et al.
- In Re: Honeywell July 2003 Release Settlement
- Travis Cooper, et al. v. Louisiana Department of Public Works
- Neftali Aldana, et al. v. Joiner Liquidating Trust, et al.
- Oldham, et al. v. The State of Louisiana, Through the Department of Health and Hospitals
- In Re: Alliedsignal Southworks Release
- In Re: Cedarcrest Boron Trifluoride Release
- In Re: Kirby Inland Marine, LP (Brusly Barge)
- Wallace Acey, Jr., et al. v. Reddy Ice Corporation
- Mildred Hall, Lee White, Willie Mae Williams, et al. v. Zen-Noh Grain Corporation
- In Re: I-110 South DSI, Inc. Spill
- DSI Chippewa Street Spill
- Georgia Gulf Mass Tort
- Louisiana Norm Site Cleanup
- Louisiana Mobile Home Sales Tax Refund
- PCS Nitrogen - Geismar Release
- Rathborne Settlement Group Escrow Fund
- Vietnamese Fisherman License Refund
- Adriana Garcia, et al. v. Sun West Mortgage Company, Inc.
- United States v. PRG Real Estate Management, Inc.
- Makaron v. Enagic USA, Inc.
- Kimberly Miller, et al. v. P.S.C., Inc. d/b/a Puget Sound Collections
- Theodore Strong v. Numerica Credit Union
- Aaron Van Fleet, et al. v. Trion Worlds Inc.
- Wilmington Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)
- Deutsche Bank National Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)

*Services provided in cooperation with The Notice Company, Inc.

[†]Services provided in cooperation with the Court-Appointed Special Master



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Exhibit B: Claim Form



Business Reply Mail Content

Postal Service: Do Not Mark or Cover Barcode

1-XXX-XXX-XXXX

www.NaturMedIVLSettlement.com

What Are the Settlement Terms? The Defendants have agreed to pay \$1,725,000 into a Settlement Fund. Eligible Settlement Class Members will have the choice to claim a credit worth \$10.00 toward purchase of any IVL2 product, which will remain valid for three years, or \$5 cash. If, however, the number of claimants electing to receive the cash payment exceeds the \$100,000 Alternative Payment Fund, then each Settlement Class Member electing a cash payment shall receive a pro rata share. If monies remain in the Alternative Payment Fund after payment of \$5 to each Settlement Class Member electing a cash payment, the excess will be distributed pro rata to all such Settlement Class Members.

How Can I Get a Payment? To qualify for a Settlement payment or receive a Settlement Credit, you must complete and submit a Claim Form by Month XX, 2022. You may submit a Claim Form by returning the form attached to the postcard you received in the mail notifying you of this Settlement, or you may use the online Claim Form available at www.NaturMedIVLSettlement.com. Claim Forms are also available by calling 1-XXX-XXX-XXXX or by writing to: NaturMed/IVL Settlement Administrator, P.O. Box XXXXX, Baton Rouge, LA 70821.

Do Nothing: If you do nothing, you will not get a payment or other benefits from this Settlement and you will give up certain legal rights allocated to Settlement Class Members.

Opt-Out: If you exclude yourself from the Settlement (opt-out), you will not get a payment or other settlement benefits. This is the only option that allows you to be part of any other lawsuit against the Released Parties, including the Settling Defendants, for the legal claims made in this lawsuit and released by the Settlement. You must mail your request for exclusion to the NaturMed/IVL Settlement Administrator **postmarked no later than Month XX, 2022.**

Object: You may also object to any part of this Settlement by writing to the Court with reasons why you do not agree with the Settlement. Detailed instructions on how to exclude yourself or object to the Settlement are available on the Settlement Website.

Has the Court Approved the Settlement? No. The Court will hold a Fairness Hearing at XX:XX a.m./p.m. on Month XX, 2022, at the United States District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, NY 11201. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. It will also consider whether to approve Class Counsel's request for an award of attorneys' fees and costs, as well as the class representative Plaintiffs' service awards. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement.

How Do You Get More Information? This notice is only a summary. To obtain a detailed information, find answers to common questions about the Settlement plus other information, including a copy of the Settlement Agreement, visit the Settlement Website.