

*Edwards et al. v. Seterus, Inc., et al.*, Case No. 1:15-cv-23107-DPG  
**United States District Court for the Southern District of Florida**

If you were charged by Seterus, Inc. (“Seterus”) during the Settlement Class Period, as defined below, as an insured or additional insured for a lender-placed insurance policy (“LPI Policy”) for your Residential Property, and you paid all or a portion of the Premium for that policy to Seterus during that time, you could receive a cash award from a class action settlement.

If you were charged by Seterus during the Settlement Class Period, as defined below, as an insured or additional insured for an LPI Policy for your Residential Property, and you did not pay but still owe the Premium for that policy, you could receive a credit toward what you owe Seterus. Or, alternatively, you could receive a partial refund check (if the Defendants elect, in their sole discretion, to provide checks instead of credits to eligible Claimants).

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

- If you were charged by Seterus for an LPI Policy or Policies issued or procured by QBE Specialty Insurance Company, QBE FIRST Insurance Agency, Inc. n/k/a NGLS Insurance Services, Inc., Praetorian Insurance Company, or QBE Insurance Corporation (collectively, the “QBE Defendants”), for your Residential Property, this Settlement may provide you with an opportunity to either (i) claim a cash award, if you paid all or a portion of the Premiums for that LPI Policy to Seterus during the Settlement Class Period; or (ii) claim a credit toward what you currently owe Seterus, if you did not pay but still owe the Premiums for that LPI Policy to Seterus during the Settlement Class Period or, at Seterus’s sole discretion, a cash payment.
- The Settlement Class Period begins on August 19, 2010 and ends on November 4, 2016.
- If you were charged by Seterus for an LPI Policy during the Settlement Class Period, subject to the provisions of this Notice and the Settlement, you may make a Claim for benefits pursuant to this Settlement.
- This Notice will explain what the class action lawsuit was about, what the Settlement will be if it is approved by the Court, whether you qualify to submit a Claim for a cash award or a credit based on the Settlement, and what to do if you want to (i) submit a Claim, (ii) object to the Settlement, or (iii) not participate in the Settlement and instead “opt out” of the class action. This Notice will also tell you how to get more information if you want it.
- If you decide to submit a Claim, you will need to follow the Instructions for the Class Action Claim Form, and fill out the Claim Form sent to you with this Notice. Everyone submitting a Claim Form must answer the questions on the Claim Form truthfully, and must affirm the statements in the Claim Form under penalty of perjury. Some Claimants must also verify their identity.
- All Claimants who meet the requirements and submit valid and properly completed Claim Forms will receive a cash award or a credit (toward what they currently owe Seterus) of an amount equal to 10.5% or 6% of the Net Premium charged to the Claimant during the Settlement Class Period for the LPI Policy by Seterus, depending on which QBE Defendant placed the insurance.

**YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON’T ACT. PLEASE READ THIS NOTICE CAREFULLY AND GET MORE INFORMATION IF YOU NEED IT. THE NOTICE WILL TELL YOU HOW TO GET THAT INFORMATION.**

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## **BASIC INFORMATION**

### **1. WHY WAS THIS NOTICE SENT TO ME?**

This Notice was sent to you because Defendants' records indicate that your residential insurance policy lapsed, that a hazard, flood, or wind Lender-Placed Insurance Policy was issued for your Residential Property, and that you were charged by Seterus, as your mortgage servicer, for this LPI Policy during the Settlement Class Period.

The Court ordered this Notice to be sent to you because you have a right to know about the proposed Settlement of this class action lawsuit, which concerns an LPI Policy or Policies issued or procured by the QBE Defendants for which you were charged by Seterus, and about your options, before the Court decides whether to approve the Settlement.

If the Court approves the Settlement, and if you satisfy the claim criteria and submit a valid Claim, you will receive either (a) a cash award from an Administrator approved by the Court, if you paid all or a portion of the Premium for your LPI Policy; or (b) a credit toward what you currently owe Seterus, or at Defendants' sole discretion, a partial refund check from the Administrator, if you have not paid the Premium for your LPI Policy. However, the cash award or credit will not be made until any objections or appeals are resolved.

### **2. WHAT IS THIS NOTICE?**

This Notice is part of a package sent to all potential Settlement Class Members like you. The package includes this Notice, the Instructions for the Class Action Claim Form, and the Class Action Claim Form. This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Southern District of Florida, and the case is known as *Edwards, et al. v. Seterus, Inc., et al.*, Case No. 1:15-cv-23107-DPG.

Plaintiffs Evrol Edwards, Janet Stubbs, and Zelia Couto sued on behalf of you and all Settlement Class Members and are called the "Plaintiffs." The companies they sued, Seterus and the QBE Defendants, are called the "Defendants."

### **3. WHAT IS THIS LAWSUIT ABOUT?**

This lawsuit involves Lender-Placed Insurance ("LPI"), which is insurance (hazard, flood, or wind) that is placed on a borrower's property to protect the borrower and mortgage lender when the borrower's insurance policy lapses, or when the borrower does not maintain a homeowner's insurance policy that is acceptable to the mortgage lender. When an LPI Policy is placed pursuant to the borrower's mortgage contract, Seterus pays Premiums to the LPI insurer who writes the policy, and then Seterus charges the borrower for those Premiums.

The Plaintiffs have brought claims on behalf of all persons in the Settlement Class (as defined in FAQ #5). Plaintiffs allege that when a borrower was required to have insurance for his or her property pursuant to a residential mortgage or home equity loan or line of credit, and evidence of acceptable coverage was not provided (for example, when the insurance policy did not exist or had lapsed), Seterus would place insurance in a manner such that Seterus allegedly received an unauthorized benefit. Plaintiffs allege further that Seterus did so primarily to receive "kickbacks" in the form of commissions from the QBE Defendants. Plaintiffs also allege that the way in which LPI Policies were obtained and placed caused the rates and the amount of coverage to be excessive.

All Defendants expressly deny Plaintiffs' allegations and assert their actions were fully authorized under the mortgage instruments and by law. They also expressly deny that the QBE Defendants paid Seterus "kickbacks" or provided any other improper benefits in connection with the issue of LPI Policies and otherwise deny that they did anything wrong. There has been no court decision on the merits of this case and no finding that Defendants committed any wrongdoing.

### **4. WHY IS THERE A SETTLEMENT?**

Both sides have agreed to a Settlement to avoid the cost and risk of a trial and so that borrowers can get benefits in exchange for releasing Defendants from liability.

## **SETTLEMENT CLASS MEMBERSHIP**

### **5. WHO IS A SETTLEMENT CLASS MEMBER?**

To see if you will be affected by this class action, you first have to determine if you are a member of the Settlement Class.

The “Settlement Class” shall include:

All borrowers in the United States who, within the Settlement Class Period, were charged by Seterus, Inc. under a hazard, flood, or wind LPI Policy issued or procured by QBE Specialty Insurance Company, QBE FIRST Insurance Agency, Inc. n/k/a NGLS Insurance Services, Inc., Praetorian Insurance Company, or QBE Insurance Corporation (collectively, the “QBE Defendants”), for Residential Property,<sup>1</sup> and who, within the Settlement Class Period, either (i) paid to Seterus the Net Premium<sup>2</sup> for that LPI Policy or (ii) did not pay to and still owe Seterus the Net Premium for that LPI Policy. Excluded from the Settlement Class are (i) individuals who are or were during the Settlement Class Period officers or directors of any of the Defendants or any of their respective affiliates; (ii) any justice, judge, or magistrate judge of the United States or any State, their spouses, and persons within the third degree of relationship to either of them, or the spouses of such persons; (iii) all borrowers who only had an LPI Policy that was cancelled in its entirety such that any Premiums charged and/or collected were fully refunded to the borrower or the borrower’s escrow account; and (iv) all borrowers who file a timely and proper request to be excluded from the Settlement Class. Each such qualifying member of the Settlement Class shall be referred to as a “Settlement Class Member.”

The “Settlement Class Period” shall commence on August 19, 2010, and shall continue through and including November 4, 2016.

“LPI Policy” means a lender-placed residential hazard, flood, or wind insurance policy or policies issued or procured by the QBE Defendants, and placed pursuant to a mortgage loan agreement, home equity loan agreement, or home equity line of credit serviced by Seterus to cover a borrower’s failure to maintain the required insurance coverage on the Residential Property securing the loan.

### **6. WHAT IF I AM NOT SURE WHETHER I AM INCLUDED IN THE SETTLEMENT CLASS?**

If you are not sure whether you are included in the Settlement Class, or you have questions about the case, you may call the toll-free number 1-844-418-6623 or visit the Settlement Website at [www.EdwardsSettlementInfo.com](http://www.EdwardsSettlementInfo.com).

## **THE SETTLEMENT TERMS AND BENEFITS**

### **7. WHAT ARE THE TERMS OF THE SETTLEMENT?**

Defendants have agreed to provide a cash award or credit in the amount of 10.5% or 6% of the Net Premium charged to the Claimant during the Settlement Class Period for the LPI Policy by Seterus, provided each Settlement Class Member submits a valid and properly completed Claim Form, including, for some Claimants, providing a form of verification of their identity. The amount you receive depends on when you received an LPI Policy and the type of insurance (hazard, flood, or wind) that was lender-placed. The amounts are as follows:

1. You will receive 10.5% of the Net Premium if you were charged for an LPI Policy by QBE Specialty Insurance Company during the Settlement Class Period.
2. You will receive 6% of the Net Premium if you were charged for an LPI Policy issued by Praetorian Insurance Company or QBE Insurance Corporation during the Settlement Class Period.

<sup>1</sup>“Residential Property” shall mean any property for which the borrower (i) submitted a Uniform Residential Loan Application or similar paper or electronic application form in connection with the property for which the LPI Policy was placed, and such property is not primarily used for business purposes; or (ii) uses or used all or any part of the property as a primary or secondary residence, and not primarily for business purposes.

<sup>2</sup>“Net Premium” means the amount of Premium charged to a Settlement Class Member for an LPI Policy during the Settlement Class Period less any refund paid or credited to the Settlement Class Member.

As described in further detail in response to FAQ 9, whether a Settlement Class Member is eligible to receive a cash award or credit (toward what the Settlement Class Member owes Seterus) depends on whether he or she paid the Premiums charged by Seterus for the LPI Policy or whether he or she did not pay but still owes those Premiums to Seterus. Each Settlement Class Member must submit a Claim Form to be eligible to receive these benefits. Defendants also have agreed to additional injunctive relief from which you may benefit. The Settlement benefits are described in further detail in the Settlement Agreement, which is available at [www.EdwardsSettlementInfo.com](http://www.EdwardsSettlementInfo.com).

This Settlement will not affect any rights or claims that you may have under the National Mortgage Settlement or any other settlement between Seterus and any governmental or private entity. This Settlement also will not affect any Claim for benefits on your LPI Policy that you have made or may make in the future. However, as described below (see FAQ #11), this Settlement will affect any Claims that you may have relating to, concerning, or pertaining to, among other things, Defendants' conduct, policies, or practices concerning LPI Policies and charges for the placement by Seterus of LPI Policies during the Settlement Class Period.

## 8. HOW DO I RECEIVE A CASH AWARD OR CREDIT?

To receive a cash award or credit toward what you currently owe, you must be a Settlement Class Member and must send in a properly completed and accurate Class Action Claim Form by U.S. mail postmarked by a date 60 days after the Final Settlement Date (as defined in the Settlement Agreement),<sup>3</sup> or if a private mail carrier is used, a label reflecting that the mail date is no later than 60 days after the Final Settlement Date (the "Claim Deadline"). You may also submit a completed Claim Form by uploading it to the Settlement Website no later than the Claim Deadline, provided that, for those Claims requiring verification documents, scanned copies of those verification documents are uploaded to the Settlement Website with the appropriate claim number to associate the upload with the Claim. If the Court approves the Settlement and enters Judgment on the date of the Final Approval Hearing and no appeal is filed, the deadline to submit a properly completed and accurate Claim Form will be **July 16, 2017**. The Class Action Claim Form Instructions and a Class Action Claim Form have been sent to you with this Notice. You may also obtain a Claim Form on the Settlement Website at [www.EdwardsSettlementInfo.com](http://www.EdwardsSettlementInfo.com), or you can call for one at the toll-free number of 1-844-418-6623.

Please read the Claim Form Instructions carefully, fill out the Claim Form, sign it, and mail it postmarked no later than **the Claim Deadline**. For Settlement Class Members who are eligible for a cash award check (rather than a credit), your identity must be further confirmed through one of several options, and the Claim Form Instructions and the Claim Form explain what those options are. If your Claim Form is not properly completed and/or all required information is not provided, it will be deemed invalid.

## 9. HOW DO I KNOW WHETHER I AM ELIGIBLE FOR A CASH AWARD VERSUS A CREDIT TOWARD WHAT I OWE SETERUS?

The Class Action Claim Form Instructions and Claim Form explain the different relief available to Settlement Class Members, depending upon whether they paid their LPI Premium in full.

As explained on the Claim Form, Settlement Class Members are eligible for a cash award if, during the Settlement Class Period, they made at least one full monthly mortgage payment to Seterus after either (a) their Existing Escrow Account was adjusted to charge the increased Premium for the LPI Policy, or (b) an escrow account was created to charge the increased Premium for the LPI Policy and was charged for the LPI Policy.

All other Settlement Class Members who, during the Settlement Class Period, were charged by Seterus for their LPI Policy, and who have not paid and still owe the charged Net Premium for that policy, are eligible for a reduction of what they currently owe Seterus in the amount of 10.5% or 6% of the Net Premium charged to the Claimant during the Settlement Class Period for the LPI Policy by Seterus. The Net Premium is the amount of the LPI Premium minus any refunds already provided to the borrower. Alternatively, Defendants may elect, in their sole discretion, to send partial cash award checks to such Claimants.

<sup>3</sup> The Final Settlement Date is the date on which the judgment in this case ("Judgment") becomes Final. If no appeal has been taken from the Judgment, the Final Settlement Date means the date on which the time to appeal has expired. If any appeal has been taken from the Judgment, the Final Settlement Date means the date on which all appeals have been finally disposed of in a manner that affirms the Judgment. Thus, the Claim Deadline will be no earlier than July 16, 2017.

## 10. WHEN WOULD I RECEIVE MY CASH AWARD OR CREDIT?

The Court will hold a hearing on **April 14, 2017** to determine whether to approve the Settlement. If Judge Gayles approves the Settlement, there may be appeals after that. It is always uncertain when any appeals, if taken, will be resolved. You will receive your cash award or credit within 180 days after the Settlement becomes final and effective, i.e., after all appeals are resolved.

## 11. WHAT AM I GIVING UP TO BE PART OF THE SETTLEMENT CLASS?

If you are a Settlement Class Member and unless you exclude yourself, you are staying in the Settlement Class. That means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about LPI or the issues that were or could have been raised in this case. It also means that all of the Court's orders concerning the Settlement Class will apply to you and legally bind you, including the Release described in detail in Section 10 of the Settlement Agreement. This Release provision describes the legal claims that you give up if this Settlement is approved and you do not exclude yourself. Please carefully read this Release and the Settlement Agreement.

## 12. WHAT HAPPENS IF I DO NOTHING?

If you do nothing as a Settlement Class Member, you'll receive no money or credit from this Settlement. But, unless you exclude yourself from the Settlement, you will not be able to start a lawsuit or continue with a lawsuit against Defendants about the legal issues that were or could have been raised in this case, ever again.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

## 13. HOW DO I GET OUT OF THE SETTLEMENT?

If you fall within the definition of the Settlement Class (see FAQ #5), you are automatically a member of the Settlement Class. However, you can exclude yourself, or "opt out" of the Settlement Class, if you do not wish to participate. This means you will receive no payment or credit as part of this Settlement, nor any of the additional Settlement benefits.

You cannot ask to be excluded over the phone or via the internet. To exclude yourself, you must mail a written request for exclusion to the Settlement Administrator that includes (1) a statement requesting exclusion from the proposed Settlement, such as "I hereby request that I be excluded from the proposed Settlement Class in the Edwards Class Action"; (2) your name, your address, and the case name; and (3) your original signature. Your written request for exclusion must be postmarked no later than **March 15, 2017** and mailed to Edwards v. Seterus LPI Settlement, P.O. Box 2995, Portland, OR 97208-2995. You may not seek to "opt out" of the Settlement on behalf of other members of the Settlement Class.

## 14. WHAT IF I DO NOT OPT OUT OF THE SETTLEMENT?

Any member of the Settlement Class who does not opt out of the Settlement in the manner and by the deadlines described above shall be part of the Settlement Class, shall be bound by all Orders and proceedings in this action, and shall give up the right to sue any of the Defendants for the claims that this Settlement resolves. If you desire to opt out, you must take timely affirmative written action even if you have filed a separate action against any of the Defendants or are a putative class member in any other class action filed against any of the Defendants. If you have a pending lawsuit, please contact your lawyer in that lawsuit immediately. Remember, the exclusion deadline is **March 15, 2017**.

## 15. IF I EXCLUDE MYSELF, CAN I RECEIVE MONEY OR A CREDIT FROM THIS SETTLEMENT?

No. If you are a Settlement Class Member and exclude yourself, you are not entitled to send in a Claim Form to ask for any money or a credit. But, you may sue or continue to sue Defendants individually, or you may be part of a different lawsuit against Defendants.

## OBJECTING TO THE SETTLEMENT

### **16. HOW CAN I OBJECT TO THE SETTLEMENT?**

You may object to or comment on all or part of the proposed Settlement if you are a Settlement Class Member and do not opt out of the Settlement. To do so, you (or your attorney on your behalf) must submit a valid objection.

To be valid, your objection must be in writing, personally signed by you, and must include (a) the case name and number; (b) your name, address, telephone number, and if represented by counsel, their contact information; (c) the basis for your objection; and (d) a statement of whether you intend to appear at the Final Approval Hearing.

Your objection must be filed with the Clerk of Court, with copies mailed to all of the parties identified below, postmarked no later than **March 15, 2017**:

<b>CLERK OF THE COURT</b>	<b>CLASS COUNSEL</b>
Clerk of the United States District Court for the Southern District of Florida 400 North Miami Avenue, 8 <sup>th</sup> Floor Miami, FL 33128	Adam M. Moskowitz Kozyak, Tropin, & Throckmorton, P.A. 2525 Ponce de Leon Blvd., 9 <sup>th</sup> Floor Coral Gables, FL 33134
<b>COUNSEL FOR QBE DEFENDANTS</b>	<b>COUNSEL FOR SETERUS</b>
Robyn Quattrone, Esq. BuckleySandler LLP 1250 24 <sup>th</sup> Street NW, Suite 700 Washington, D.C. 20037	Allen Paige Pegg, Esq. Hogan Lovells US LLP 600 Brickell Avenue, 27 <sup>th</sup> Floor Miami, FL 33131

### THE LAWYERS REPRESENTING YOU

### **17. DO I HAVE A LAWYER IN THIS CASE?**

The Court appointed the following lawyers to represent you and all other Settlement Class Members. Together, these lawyers are called Class Counsel. You will not be charged any money for these lawyers.

Adam M. Moskowitz amm@kttl.com Kozyak, Tropin, & Throckmorton, P.A. 2525 Ponce de Leon Blvd., 9 <sup>th</sup> Floor Coral Gables, FL 33134 Telephone: (305) 372-1800 Facsimile: (305) 372-3508	Aaron S. Podhurst apodhurst@podhurst.com Podhurst Orseck, P.A. City National Bank Building 25 West Flagler Street, Suite 800 Miami, FL 33130 Telephone: (305) 358-2800 Facsimile: (305) 358-2382	Lance A. Harke lharke@harkeclasby.com Harke Clasby & Bushman LLP 9699 NE Second Ave. Miami Shores, FL 33138 Telephone: (305) 536-8220 Facsimile: (305) 536-8229
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### **18. HOW WILL THE CLASS COUNSEL LAWYERS BE PAID?**

Class Counsel will ask the Court for attorneys' fees and expenses up to \$4,000,000, and a Case Contribution Award of \$5,000 paid to each of the Named Plaintiffs Evrol Edwards, Zelia Couto, and Janet Stubbs for their time and effort undertaken in the matter. The Court may award less than these amounts.

Defendants will separately pay the fees, expenses, and the Case Contribution Award that the Court awards, up to maximums of \$4,000,000 in fees and expenses and \$5,000 each to Named Plaintiffs Evrol Edwards, Janet Stubbs, and Zelia Couto. These amounts will not reduce the amount of any cash awards or credits to Settlement Class Members. Defendants have agreed not to oppose the applications by Class Counsel for attorneys' fees and expenses or the Case Contribution Award to Plaintiffs.

## THE COURT'S FINAL APPROVAL HEARING

### **19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a Final Approval Hearing at 10:00 a.m. on April 14, 2017, in Courtroom 11-1 at the Wilkie D. Ferguson, Jr. United States Courthouse, 400 North Miami Avenue, Miami, FL 33128. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are valid and timely objections, the Court will consider them.

Judge Gayles may listen to people who have properly asked in writing to speak at the hearing beforehand. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take.

### **20. AS A SETTLEMENT CLASS MEMBER, MAY I SPEAK AT THE HEARING?**

You cannot speak at the hearing if you have excluded yourself from the Settlement Class. However, if you are part of the Settlement Class, you may ask the Court for permission for you or your attorney to speak at the Final Approval Hearing. To do so, you must file with the Clerk of the Court and serve on all counsel for the Parties (at the addresses identified above in FAQ #16) a notice of intention to appear at the Final Approval Hearing. The notice of intention to appear must include the case name and number; your name, address, telephone number, and signature, and if represented by counsel, their contact information; and copies of any papers, exhibits, or other evidence that you intend to present to the Court in connection with the Final Approval Hearing. The notice of intention to appear must be filed with the Clerk of Court and served on all counsel no later than **March 15, 2017**.

If you do not file a notice of intention to appear in accordance with the deadlines and other specifications set forth in the Settlement Agreement and this Notice, you will not be entitled to appear at the Final Approval Hearing to raise any objections.

## GETTING MORE INFORMATION

### **21. WHERE CAN I GET MORE DETAILS ABOUT THE SETTLEMENT?**

This Notice summarizes the lawsuit. More details are in the Settlement Agreement, which is available through the Settlement Website at [www.EdwardsSettlementInfo.com](http://www.EdwardsSettlementInfo.com). You may also contact Class Counsel, as identified above.

In addition, you may call 1-844-418-6623 toll-free, or visit the Settlement Website, to find answers to common questions about the Settlement, a Claim Form, and other information to help you determine whether you are eligible for relief from this Settlement.

Date:

**PLEASE DO NOT CALL THE COURT. PLEASE ALSO DO NOT CALL OR SEND  
CORRESPONDENCE PERSONALLY TO JUDGE GAYLES OR HIS STAFF.**