

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING

To: All current and former hourly Teleservice Representatives employed by The Permanente Medical Group, Inc. (“TPMG”), who, during the period from September 14, 2013, to May 9, 2018 (the “Class Period”), were employed by TPMG at one or more of its call centers located in Sacramento, San Jose or Vallejo, California, and excluding those individuals who already have resolved the claims asserted in this Action, whether by settlement or adjudication.

PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHTS TO MONEY YOU MAY BE OWED IN CONNECTION WITH YOUR EMPLOYMENT BY TPMG. IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST RETURN YOUR COMPLETED ELECTION NOT TO PARTICIPATE IN SETTLEMENT, DATED, SIGNED, AND POSTMARKED BY NOT LATER THAN JULY 23, 2018, OR ELSE YOU WILL BE BOUND BY THE SETTLEMENT.

IF YOU WISH TO RECEIVE A SHARE OF THE SETTLEMENT PROCEEDS, READ THE ENCLOSED CLASS MEMBER SETTLEMENT INFORMATION SHEET AND CONFIRM THAT YOUR IDENTIFYING INFORMATION AND THE INFORMATION ABOUT YOUR EMPLOYMENT WITH TPMG IS CORRECT. IF IT IS CORRECT, YOU DO NOT NEED TO DO ANYTHING, AND YOU WILL RECEIVE YOUR SHARE OF THE SETTLEMENT AT A LATER DATE, IF THE COURT GRANTS FINAL APPROVAL OF THE SETTLEMENT. IF THE CLASS MEMBER SETTLEMENT INFORMATION SHEET IS INCORRECT, RETURN IT TO THE SETTLEMENT ADMINISTRATOR IN ACCORDANCE WITH THE INSTRUCTIONS IN THIS NOTICE.

IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.

PURSUANT TO THE ORDER OF THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA (THE “COURT”), ENTERED ON MAY 9, 2018, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the “Settlement”) has been reached between Debra Wolf, the named plaintiff, and Natty Medrano, the opt-in plaintiff (“Plaintiffs”) and defendant The Permanente Medical Group, Inc. (“TPMG”), in the class action pending in the Court (the “Action”) brought on behalf of the following individuals (the “Class”):

All current and former hourly Teleservice Representatives employed by TPMG who, during the period from September 14, 2013, to May 9, 2018 (the “Class Period”), were employed by TPMG at one or more of its call centers located in Sacramento, San Jose or Vallejo, California, and excluding those individuals who already have resolved the claims asserted in this Action, whether by settlement or adjudication.

The Court has preliminarily approved the Settlement and conditionally certified the Class for purposes of the Settlement only. You have received this notice because TPMG records indicate that you are a member of the Class. This notice is designed to inform you of how you can object to the Settlement, elect not to participate in the Settlement, or provide corrected information to the Settlement Administrator. Unless you submit an election not to participate in the Settlement, the Settlement if finally approved by the Court will be binding upon you.

WHAT IS THIS LAWSUIT ABOUT?

The Action, which is currently pending in the U.S. District Court for the Northern District of California (the “Court”), is titled “*Debra Wolf, individually and on behalf of all other similarly situated individuals, Plaintiff v. The Permanente Medical Group, Inc., a California corporation, Defendant,*” No. 3:17-cv-05345-VC.

In the Action, Plaintiffs allege that Teleservice Representatives were not paid for all of their work time, were not provided with compliant meal and rest periods, and were not provided with compliant wage statements. Based on those allegations, Plaintiffs assert claims under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, and the California Labor Code, Cal. Lab. Code §§ 221, 223, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1 1198, and 2698. Plaintiffs seek the recovery of wages, overtime wages, liquidated damages, interest, penalties, costs, attorneys’ fees, and other relief. Plaintiff Debra Wolf sues on behalf of herself and all other individuals allegedly similarly situated to her with respect to the claims asserted.

TPMG denies all of Plaintiffs’ material allegations. Specifically, TPMG contends, among other things, that Teleservice Representatives were paid properly for all of their work time, were provided with their meal and rest periods, and were provided with compliant wage statements; that Plaintiffs cannot recover under the claims they have asserted; that TPMG acted in good faith with respect to the matters that Plaintiffs allege; that a class could not be appropriately certified in the Action; and if a class were certified, TPMG’s defenses to Plaintiffs’ claims would be applicable to the claims of the class.

After good-faith negotiations presided over by a private mediator, in which both sides recognized the substantial risk of an uncertain outcome, Plaintiffs and TPMG agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by TPMG that Plaintiffs' claims in the Action have merit or that it has any liability to Plaintiffs or the proposed class on those claims. On the contrary, TPMG denies any and all such liability.

The parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class.

SUMMARY OF THE SETTLEMENT

To see if you will get money from this settlement, you first have to decide if you are a Class Member.

WHO IS INCLUDED IN THE SETTLEMENT?

You are included in the Settlement if you fall within the following definition:

All current and former hourly Teleservice Representatives employed by TPMG who, during the period from September 14, 2013, to May 9, 2018 (the "Class Period"), were employed by TPMG at one or more of its call centers located in Sacramento, San Jose or Vallejo, California, and excluding those individuals who already have resolved the claims asserted in this Action, whether by settlement or adjudication.

WHAT WILL I RECEIVE FROM THE SETTLEMENT?

1. TPMG will pay \$2,950,000 as the Total Settlement Amount. The Total Settlement Amount will fund all payments to be made under the Settlement.
2. Out of the Total Settlement Amount, TPMG will pay to each Class Member who does not submit a valid and timely Election Not to Participate in Settlement (a "Participating Class Member") a Settlement Share that is calculated as follows:
 - a. Each Participating Class Member will be credited with the total number of hours recorded by that Class Member as an hourly Teleservice Representative in the Sacramento, San Jose or Vallejo, California, call centers during the Class Period (the Participating Class Member's "Work Hours").
 - b. For every day during this period on which the Participating Class Member worked at least eight (8) hours, the Participating Class Member's Work Hours will be increased by a quarter (0.25) hour.
 - c. The Participating Class Member's Work Hours will be adjusted by a factor that is equal to the ratio of the Participating Class Member's most recent hourly base rate of pay (including applicable shift differential) ("hourly base rate of pay") as a Teleservice Representative during the Class Period compared to the average most recent hourly base rate of pay of all Participating Class Members during the Class Period.
 - d. The Participating Class Member's Work Hours (adjusted as above where applicable) will be divided by the total Work Hours for all Participating Class Members (also adjusted as above where applicable).
 - e. The ratio yielded by the division done in section 2.d above will be multiplied by the Net Settlement Amount to yield the Participating Class Member's Settlement Share.
3. The "Net Settlement Amount" means the Total Settlement Amount less the California Labor and Workforce Development Agency ("LWDA") Payment, the Class Representative Payments, the Class Counsel Fees and Expenses Payment, the Settlement Administrator's reasonable fees and expenses, and any other fees or expenses (other than attorneys' fees and expenses) incurred in implementing the terms of this Settlement as approved by the Court. If the Court awards less than the amount sought for any of these awards, the difference between the amount sought and the amount awarded will be retained as part of the Net Settlement Amount.
4. Following the court-approved deductions from the Total Settlement Amount, the remaining Net Settlement Amount will be paid out entirely to all Participating Class Members pursuant to the formula set forth in paragraph 2 and its subsections above.
5. The Settlement Share for a Participating Class Member will depend on the number of Work Hours the Participating Class Member worked for TPMG at one or more of its call centers located in Sacramento, San Jose or Vallejo, California, during the Class Period; the Participating Class Member's most recent hourly base rate of pay during the Class Period; and the amounts awarded by the Court for the payments to the LWDA, the Plaintiffs, Class Counsel, and the Settlement Administrator. By way of example only, assume that a Participating Class Member worked 2,000 Work Hours for TPMG at one or more of its call centers located in Sacramento, San Jose or Vallejo, California during the Class Period, all Class Members are Participating Class Members, and all payment amounts sought were awarded. Assume also that the Participating Class Member never worked more than eight (8) hours in one day and that the Participating Class Member's most recent hourly base rate of pay during the Class Period equals the average most recent hourly rate of pay of all

Participating Class Members during the Class Period. The Participating Class Member's Settlement Share would be approximately \$700.08, calculated as follows:

Total Settlement Amount:	\$2,950,000
Less:	
LWDA Payment:	(\$37,500)
Class Representative Payments (\$7,500 + \$2,500):	(\$10,000)
Class Counsel Fees and Expenses Payment (737,500 + \$40,000):	(\$777,500)
Settlement Administrator's Fee:	(\$35,000)
Net Settlement Amount:	\$2,090,000
Participating Class Member's 2,000 Work Hours ÷	
Total of All Participating Class Members' 5,970,744 Work Hours:	0.03%

Participating Class Member's Settlement Share (0.03% x \$5,970,744): \$700.08.

An approximation of your Settlement Share based on these assumptions appears on your Class Member Settlement Information Sheet accompanying this notice. Your actual Settlement Share may be more or less once awarded.

6. The Settlement Shares and other amounts awarded by the Court will be paid after final court approval of the Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.
7. You will be included in the Settlement and receive your proportional share of the Settlement unless you complete and submit to the Settlement Administrator by the deadline of July 23, 2018, an Election Not to Participate in Settlement form that is provided with this notice and in accordance with the conditions for submitting that Election. If you do not complete and submit this form in accordance with the conditions for submitting that Election, you will be bound by this Settlement and receive a Settlement Share. If you do complete and submit by the deadline an Election Not to Participate in Settlement form in accordance with the conditions for submitting that Election, you will be excluded from the Settlement and will not receive a Settlement Share, but you will retain the right you may have, if any, to pursue a claim against TPMG.
8. If five percent (5%) or more of Class Members, or a number of Class Members whose Settlement Shares would be worth five percent (5%) or more of the Net Settlement Amount if no Class Member elected not to participate in the Settlement, timely submit completed Elections Not to Participate in Settlement, TPMG will have the right, but not the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement, including any obligation by TPMG to pay the Total Settlement Amount, or any amounts that otherwise would have been owed under this Settlement, except that TPMG will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that TPMG exercises its right to void the Settlement. TPMG will notify Class Counsel and the Court whether it is exercising this right to void not later than 14 (fourteen) days after the Settlement Administrator notifies the Parties of the number of valid Elections Not to Participate in Settlement.
9. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the terms of the Settlement with respect to the payments to be made to Class Members or the scope of their release of claims, or the final judgment to be entered in the Action, then the Settlement will become null and void; if that occurs, neither Plaintiffs nor TPMG will have further obligations under the Settlement, including any obligation by TPMG to pay the Total Settlement Amount or any amounts that otherwise would have been owed under this Settlement. An award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the Class Representative Payments and the Class Counsel Fees and Expenses Payment will not constitute a material change to the Settlement.
10. The Court has appointed Simpluris, Inc., to act as an independent Settlement Administrator and to resolve any dispute concerning the calculation of a Class Member's entitlement to a Settlement Share.
11. If you dispute the accuracy of any of the information used to calculate your Settlement Share, shown on your enclosed Class Member Settlement Information Sheet, you must ask the Settlement Administrator to resolve the matter. In order to do so, you must return your Class Member Settlement Information Sheet to the Settlement Administrator by the deadline of July 23, 2018, informing the Settlement Administrator of the fact of the dispute and the basis for your contention that different information is correct for you (including any documentary evidence that you have to support your contention). In the event of such a dispute, TPMG will manually review its payroll and personnel records to verify the correct information. TPMG's records will have a rebuttable presumption of correctness. After consultation with you, Class Counsel, and TPMG, the

Settlement Administrator will make a determination of the correct information, and that determination will be final, binding on you and TPMG, and non-appealable.

12. The Settlement includes a release, as of the date of the Judgment approving the Settlement, of TPMG and its parent, predecessors, successors, subsidiaries, affiliates, trustees, directors, officers, fiduciaries employees, agents, attorneys, and other related persons and entities, and any and all of their assigns, from any and all claims, known and unknown, raised or that could have been raised in the Action based on the factual allegations made in the Action or otherwise based on or related to the allegations that TPMG failed to pay overtime wages, failed to pay minimum wages, made unlawful deductions, failed to provide lawful meal periods, failed to maintain accurate records of hours worked and wages paid, and failed to provide accurate wage statements. Claims include, but are not necessarily limited to, claims that are based on the factual allegations made in the Action or otherwise based on or related to the allegations that, from September 14, 2013, through the date the Settlement becomes Final, TPMG failed to pay overtime wages, failed to pay minimum wages, made unlawful deductions, failed to provide lawful meal periods, failed to maintain accurate records of hours worked and wages paid; and failed to provide accurate wage statements. Such claims include, but are not necessarily limited to, all claims for unpaid wages, minimum wages, or overtime compensation under 29 U.S.C. section 201 *et seq.* of the FLSA; claims for overtime and double-time wages under California Labor Code section 510; claims for minimum wages under California Labor Code sections 1194, 1197, 1197.1, and 1198; claims for waiting-time penalties under California Labor Code section 203; claims for unlawful deductions under California Labor Code sections 221 and 223; claims for meal-period premiums under California Labor Code sections 226.7 and 512; claims for failure to provide accurate wage statements claims under California Labor Code section 226; claims for failure to maintain accurate records of hours worked and wages paid under California Labor Code section 1174; claims of unfair competition under California Business and Professions Code section 17200 *et seq.*; claims under PAGA, California Labor Code section 2698 *et seq.*; any other associated claims for statutory or civil penalties or liquidated damages, whether recovery is founded on federal, state, or municipal law; claims under the Agreement Between Kaiser Foundation Hospitals and The Permanente Medical Group, Inc. and the Service Employees International Union-United Healthcare Workers West; and any associated claim for interest, attorneys' fees, or costs ("Released Claims").
13. The Class Members' Released Claims include all such claims, whether known or unknown. Thus, if you participate in the Settlement, then even if you discover facts in addition to or different from those that you now know or believe to be true with respect to the subject matter of the Released Claims, those claims will remain released and forever barred. Therefore, Class Members who do not submit an Election Not to Participate in the Settlement expressly waive and relinquish the provisions, rights, and benefits of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.
14. **Class Representative Payment:** In addition to their Settlement Shares as Class Members, Plaintiffs will apply to the Court for Class Representative Service Payments from the Total Settlement Amount of not more than \$7,500 for Debra Wolf, the named plaintiff, and \$2,500 for Natty Medrano, the opt-in plaintiff, in consideration of their initiating and pursuing the Action, undertaking the risk of liability for attorneys' fees and expenses in the event she was unsuccessful in the prosecution of the Action, and granting the general release they are granting as part of the Settlement. These payments, which will be paid in addition to Plaintiffs' Settlement Shares, will be made out of the Total Settlement Amount.
15. **Class Counsel Fees and Expenses Payment:** Class Counsel have represented and continue to represent the Class on a contingency-fee basis. That means that attorneys' fees are paid only if money is recovered for the Class. It is common to award attorneys' fees as a percentage of the settlement amount negotiated by the attorneys for the class. As part of the final approval hearing, Kevin J. Stoops, Jason J. Thompson and Charles R. Ash, IV of Sommers Schwartz, P.C., and Jahan C. Sagafi of Outten & Golden LLP will request up to \$775,000, representing \$737,500 for their attorneys' fees (25% of the Total Settlement Amount) and up to \$40,000 for their expenses incurred in connection with their work in this case. TPMG does not oppose this payment. This amount constitutes full and complete compensation for all legal fees, costs and expenses of all Class Counsel, including costs and expenses resulting from experts and other vendors retained by Class Counsel in connection with the litigation and all work done through the completion of the litigation, whatever date that may be. Class Members will not be required to pay Class Counsel for any other attorneys' fees, costs or expenses out of their own pockets if the Settlement Agreement and the fee request are finally approved by the Court. Class Counsel's attorneys' fees and expenses as approved by the Court will be paid out of the Total Settlement Amount.
16. **Costs of Administration:** The reasonable costs of administering the Settlement, including the Settlement Administrator's fees and expenses, not to exceed \$35,000, will be paid out of the Total Settlement Amount.

17. **Plaintiffs and Class Counsel's Support of the Settlement:** Plaintiffs as Class Representatives and Class Counsel support the Settlement. Their reasons include the risk of denial of class certification and a trial on the merits, the inherent delays and uncertainties associated with litigation, and the possibility that the Class is not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and adequate.

WHAT ARE MY RIGHTS AS A CLASS MEMBER?

1. **Participating in the Settlement:** Plaintiffs as Class Representatives and Class Counsel represent your interests as a Class Member. Unless you elect not to participate in the Settlement, you are a part of the Class, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims against TPMG and the other released parties described above. As a member of the Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.
2. **Objecting to the Settlement:** You may object to the terms of the Settlement in writing before final approval or in person.

MAIL YOUR OBJECTION TO:

Susan Y. Soong, Clerk of Court
Office of the Clerk
United States District Court
450 Golden Gate Avenue
San Francisco, California 94102-3489

The Clerk of Court will file your objection in the Court's record. You may also file your objections in person at any location of the United States District Court for the Northern District of California.

DO NOT TELEPHONE THE COURT OR TPMG'S COUNSEL.

Any written objection must clearly identify the case name and number (*Debra Wolf, individually and on behalf of all other similarly situated individuals, Plaintiff v. The Permanente Medical Group, Inc., a California corporation, Defendant,* U.S.D.C., N.D. Cal., No. 3:17-cv-05345-VC), and state your full name, address, date of birth, and the dates of your employment at TPMG. Written objections to the Settlement must be postmarked or filed on or before July 23, 2018; written objections to the requests for the Class Representative Payments and the Class Counsel Fees and Expenses Payment must be mailed by not later than August 16, 2018. The Court only requires substantial compliance with the requirements for submitting an objection. The failure to submit a compliant objection may be excused upon a showing of good cause. You may also 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 paying that attorney.

If the Court overrules your objection and you did not submit a timely and valid Election Not to Participate in the Settlement, you will be bound by the terms of the Settlement and receive a Settlement Share.

Class Member Settlement Information Sheet: The enclosed Class Member Settlement Information Sheet provides the information on which your Settlement Share will be calculated and an estimate of your Settlement Share if all Class Members are participating and all payment amounts are awarded; your actual Settlement Share may be more or less. If the information in the Class Member Settlement Information Sheet (including your mailing address) is correct, you need not return the form. If the information contained in the Class Member Settlement Information Sheet is not correct, correct the information on the sheet and return it to the Settlement Administrator. If you believe information is incorrect, state on the Class Member Settlement Information sheet what you contend is the incorrect information and (other than with respect to your name, your address, and the last four digits of your Social Security number) include any documentation you have to support that contention. The Class Member Settlement Information Sheet must be completed, signed by you, and returned to the Settlement Administrator postmarked by not later than July 23, 2018. It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Share is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Share.

Excluding Yourself from the Settlement: If you do not wish to participate in the Settlement, you must complete the enclosed form of Election Not to Participate in Settlement ("Election Not to Participate"). The Election Not to Participate must be completed, dated, signed by you, and returned to the Settlement Administrator by not later than July 23, 2018. A Class Member who fails to mail an Election Not to Participate in the manner and by July 23, 2018 will be bound by all terms and conditions of the Settlement, and will receive a Settlement Share, if the Settlement is approved by the Court, and the Judgment, regardless of whether he or she has objected to the Settlement.

Any person who files a complete and timely Election Not to Participate will, upon receipt, no longer be a member of the Settlement Class and will not be eligible to receive a Settlement Share, and he or she will not be included in calculating the Settlement Share of

any other Class Member. Any such person will retain the right, if any, to pursue at his or her own expense a claim against TPMG. An incomplete or unsigned Election Not to Participate will be deemed invalid.

Consistent with TPMG policies, there will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or elects not to participate in the Settlement.

Settlement Administrator's Address: If applicable, send your corrected Class Member Settlement Information Sheet or your Election Not to Participate in Settlement to the Settlement Administrator at the following address:

Wolf v. TPMG Settlement Administrator
c/o Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799
(888) 554-3556

Class Counsel: Class Counsel may be reached as follows:

Kevin J. Stoops
Jason J. Thompson
Charles R. Ash, IV
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One Towne Square, Suite 1700
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jsagafi@outtengolden.com

FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a Final Approval Hearing on September 6, 2018, at 10:00 a.m., in Courtroom 4 of the U.S. District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Payments and the Class Counsel Fees and Expenses Payment.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing. If you have submitted an objection and indicated that you intend to appear in the manner set forth above, you may appear at the hearing and be heard.**

GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court and available online at the following website: www.Simpluris.com. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at the Office of the Clerk, U.S. District Court, 450 Golden Gate Avenue, San Francisco, California 94102-3489, during the Clerk's normal business hours; on the electronic docket for this case through the Public Access to Court Electronic Records ("PACER") system, <http://www.cand.uscourts.gov/cm-ecf>. You also may contact Class Counsel or the Settlement Administrator for additional information.

PLEASE DO NOT TELEPHONE THE COURT OR TPMG'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS! YOU MAY, HOWEVER, CALL ANY OF THE CLASS COUNSEL LISTED ABOVE.

Dated: June 8, 2018.
By Order of the Court