

Exhibit B

NOTICE OF CLASS ACTION SETTLEMENT

DISTRICT OF MASSACHUSETTS

In re Shields Health Group, Inc. Data Breach Litigation,

Case No. 1:22-CV-10901-PBS

(This is the “Federal Action” and includes all Federal Action Settlement Class members, meaning those Settlement Class Members that are NOT residents of Massachusetts)

MASSACHUSETTS SUPERIOR COURT (Norfolk County)

Kossifos v. Shields Health Care Group, Inc.,

Case No. 2282-CV-00561

(This is the “State Action” and includes all State Action Settlement Class members, meaning those that that are residents of Massachusetts)

**IF YOUR PERSONAL INFORMATION WAS IMPACTED BY THE
SHIELDS HEALTH CARE GROUP, INC. DATA INCIDENT, A
PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT
YOUR RIGHTS, AND ENTITLE YOU TO A CASH PAYMENT**

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

A Settlement has been reached with Shields Health Care Group, Inc. (“Shields”) in class action lawsuits concerning the cyberattack on Shields’ computer network between March 7 and March 21, 2022 (the “Data Incident”), in which certain files that may have included patients’ private information may have been accessed. Shields denies the claims and contentions in the lawsuits, but has agreed to a settlement to avoid the costs and risks associated with the litigation.

This notice summarizes the Settlement. If you are a Settlement Class Member, there are benefits available to you from the Settlement. The Settlement includes all individuals residing in the United States whose personal information was impacted by the Data Incident. **The easiest way to submit a claim under the Settlement is online at [[XXXX.com]].**

The Settlement provides payments and other benefits to people who submit valid claims. More specifically, the settlement relief includes:

- **Reimbursement for Ordinary Out-of-Pocket Losses and Ordinary Attested Time.** You may submit a claim for a maximum of \$2,500 (two thousand five hundred dollars) for reimbursement of any documented costs, losses, and time spent responding to the Data Incident and/or notice of the Data Incident, including, but not limited to: (i) costs associated with accessing, freezing, or unfreezing credit

reports with any credit-reporting agency; (ii) credit monitoring or other mitigative costs; (iii) miscellaneous expenses incurred relating to Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (iv) up to five (5) hours of time at a rate of \$30.00 (thirty dollars) per hour spent in responding to the Data Incident and/or notice of the Data Incident.

- **Reimbursement for Extraordinary Out-of-Pocket Losses and/or Extraordinary Attested Time.** You may submit a claim for a maximum of \$25,000.00 (twenty-five thousand dollars) in compensation for documented losses that are more likely than not connected to the Data Incident and that are not reimbursable as Ordinary Out-of-Pocket Losses, including, but not limited to: identity theft, fraud, falsified tax returns, real estate title fraud, financial fraud, government benefits fraud, or other misuse of your Personal Information. Your claim may include up to twenty (20) hours of time at a rate of \$30.00 (thirty dollars) per hour spent remedying your Extraordinary Out-of-Pocket Losses.
- **Alternative Cash Payment.** If you do not submit a claim for Ordinary or Extraordinary Losses or Time as described above, you may submit a claim for a one-time \$50 (fifty dollars) cash payment.

ALL BENEFITS (AND THE AMOUNT PAID TO SETTLEMENT CLASS MEMBERS UNDER THIS SETTLEMENT) MAY BE LOWER DEPENDING ON THE TOTAL AMOUNT OF APPROVED CLAIMS.

Your legal rights are affected even if you do nothing. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
File a claim for Settlement Benefits	<p>You must submit a claim form in order to receive monetary compensation for Ordinary Out-of-Pocket Losses and/or Ordinary Attested Time, Extraordinary Out-of-Pocket Losses and/or Extraordinary Attested Time, or Alternative Cash Payment.</p> <p>Your claim form must include your Unique Class Member ID found on the postcard notice sent to you or available from the Settlement Administrator, or, if you believe your personal information was compromised, accessed, exfiltrated, or otherwise impacted in the Data Incident but you did not receive written notice from Shields, you must include documentation demonstrating why you believe your information was compromised, accessed, exfiltrated, or otherwise impacted.</p>	75 days from date of Notice

Exclude yourself from the Settlement (Only Available in the Federal Action)	<p>If you are a Massachusetts resident (and, therefore, a member of the State Action Settlement Class), you cannot exclude yourself from the Settlement if it is approved by the State Court in the State Action.</p> <p>If you are a resident of any U.S. state, territory, or district, other than Massachusetts (and, therefore, a member of the Federal Action Settlement Class), you can exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt-out” of the Federal Action Settlement Class. If the Settlement becomes final, this is the only option that allows you to retain your rights to separately sue Shields (or any other Released Parties) for claims related to the Data Incident. If you opt-out of the Federal Action Settlement Class, you may not make a claim for benefits under the Settlement. If you opt-out, you may not object to the Settlement.</p>	60 days from date of Notice
Object to or comment on the Settlement	<p>Anyone who is a member of the Settlement Class, regardless if in the State Action or Federal Action, may object to the Settlement by writing to explain to the Court why you don’t think the Settlement should be approved. If you object, you will remain a Settlement Class Member, and if the Settlement is approved, you will be eligible for the benefits of the Settlement and give up your right to sue Shields (or any other Released Parties) for claims related to the Data Incident, as described in the Settlement Agreement available on the Settlement website [[XXX.com]].</p>	60 days from date of Notice
Do Nothing	<p>If you do nothing, you will not be entitled to receive compensation for documented losses or undocumented out-of-pocket losses. If the Settlement becomes final, you will also give up your rights to sue Shields (or any other Released Parties) separately for claims relating to the Data Incident or to continue to pursue any such claims you have already filed.</p>	No deadline

These rights and options—**and how and when you need to exercise them**—are explained in this notice.

The Courts presiding over the Litigation still must decide whether to grant final approval of the Settlement. Payments will only be made after the Courts grant final approval of the Settlement and after any appeals are resolved.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

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BASIC INFORMATION

1. What is this notice, and why did I get it?

A Court authorized this Notice because you have a right to know about the proposed Settlement of these class action lawsuits, and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuits, your legal rights, what benefits are available, and who can receive them.

The Settlement is for two cases:

One pending in the United States District Court for the District of Massachusetts and called *In re Shields Health Group, Inc. Data Breach Litigation*, Case No. 1:22-CV-10901-PBS. This case is referred to as the “Federal Action” and is for all Settlement Class Members that are residents of any U.S. state, territory, or district, EXCEPT for Massachusetts.

Another is pending in Massachusetts Superior Court in Norfolk County, Massachusetts, and is called *Kossifos v. Shields Health Care Group, Inc.*, Case No. 2282-CV-00561. This case is referred to as the “State Action” and is for all Settlement Class Members that are residents of Massachusetts.

The people that filed these lawsuits are called the “Plaintiffs” (or “Class Representatives”) and Shields is called the “Defendant.”

2. What are these lawsuits about?

This lawsuits alleges that during a cyberattack on Shields’ computer network between March 7 and March 21, 2022 (the “Data Incident”), certain files that contained patients’ private information, including health information, was viewed and/or taken by the unauthorized actor. Shields denies the claims and contentions in the lawsuits, but agreed to a settlement to avoid the costs and risks associated with the litigation.

3. Why is this a class action?

In a class action, one or more people called “class representatives” sue on behalf of themselves and other people with similar claims. All of these people together are the “class” or “class members.” Because this is a class action settlement, even persons who did not file their own lawsuit can obtain benefits provided under the settlement, except for those individuals who exclude themselves from the settlement class by the deadline.

4. Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or Shields. Instead, both sides agreed to a settlement after a lengthy mediation process overseen by a neutral mediator. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the settlement class. Plaintiffs and their attorneys think the Settlement is best for all Class Members.

WHO IS PART OF THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if you reside in the United States and Shields identified as potentially having their Personal Information impacted by the Data Incident. Shields represents that the Settlement Class consists of approximately 2,382,578 individuals. On or around July 25, 2022, Shields began providing rolling notice of the Data Incident to impacted individuals. Shields continued to send notice to impacted victims over the next several months.

There are two “sub-classes” within the Settlement Class: one for the Federal Action Settlement Class (non-Massachusetts residents) and one for the State Action Settlement Class (Massachusetts residents). Both sub-classes are entitled to participate in the Settlement benefits.

There are also certain individuals excluded from the Settlement, which are:

(1) any Judge or Magistrate Judge presiding over the Action, any members of the Judges’ respective staffs, and immediate members of the Judges’ respective families; (2) officers, directors, members and shareholders of the Defendants; (3) persons in the Federal Action Settlement Class who timely and validly request exclusion from and/or opt-out of the Settlement Class and the successors and assigns of any such excluded persons; (4) any persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Parties’ Counsel; and (6) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

If you are not sure whether you are included in the Settlement Class, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Shields Data Incident Settlement, c/o Settlement Administrator [PO Box Address].

You may also view the Settlement Agreement [\[here\]](#).

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Shields will establish a Settlement Fund of \$15,350,000.00.

Once court-approved attorneys' fees and costs, Service Awards, and costs of administering this settlement are paid, the net amount will be used to pay Class Member claims.

You are not limited to one benefit. If you are eligible for multiple benefits, as described below, you may file a claim for each of them.

ORDINARY OUT-OF-POCKET LOSSES. Class Members may submit a Claim for reimbursement of documented out-of-pocket losses incurred while responding to the Data Incident or notice of the Data Incident. The maximum amount for this reimbursement is \$2,500.00.

Out-of-Pocket Losses include such expenses as:

- (1) costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency;
- (2) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and
- (3) credit monitoring or other mitigative costs.

You must submit third-party documentation, such as receipts, to verify the costs you incurred. Self-prepared documentation is not sufficient to support a claim under this category.

ORDINARY ATTESTED TIME. If you spent time responding to the Data Incident or notice of the Data Incident, you may claim up to five (5) hours of reimbursable time at \$30.00 per hour. You will need to provide a brief description of what you did during this time.

Attested Time may be claimed together with Ordinary Out-of-Pocket Losses, above, up to the \$2,500.00 maximum.

EXTRAORDINARY LOSSES. Extraordinary losses are any unreimbursed costs, losses, or expenditures that are more likely than not connected to the Data Incident and that are not reimbursable as Ordinary Out-of-Pocket Losses, including those losses associated with identity theft, fraud, falsified tax returns, real estate title fraud, financial fraud, government benefits fraud, or other misuse of your personal information. You may claim up to \$25,000.00 of extraordinary losses if those losses are fairly traceable to the Data Incident.

“More likely than not connected” means that (1) the unreimbursed losses were incurred in responding to the Data Incident or notice of the Data Incident; and (2) the personal information used to commit identity theft, fraud, or other misuse consisted of the same type of personal information that was provided to Shields prior to the Data Incident or that can be reasonably obtained on the basis of personal information that was provided to Shields prior to the Data Incident.

You must submit third-party documentation, such as receipts, to verify the costs you incurred. Self-prepared documentation is not sufficient to support a claim under this category.

Extraordinary Losses may be claimed together with Ordinary Out-of-Pocket Losses and Attested time, up to the \$25,000.00 maximum.

EXTRAORDINARY ATTESTED TIME. If you spent time addressing Extraordinary Losses, you may claim up to twenty (20) hours of reimbursable time at \$30.00 per hour. You will need to provide a brief description of the nature and date(s) of identity theft, fraud, or misuse of Personal Information you experienced and what you did during this time. The Settlement Administrator may request additional documentation.

Extraordinary Attested Time may be claimed together with Attested Time, up to the twenty (20) hour maximum, and with Out-of-Pocket Losses and Extraordinary Losses, up to the \$25,000.00 maximum.

No claim or combination of claims can exceed the \$25,000.00 maximum.

ALTERNATIVE CASH PAYMENT. Instead of filing a claim under one of the four categories above for Ordinary or Extraordinary Out-of-Pocket Losses and/or Attested Time, you may claim an Alternative Cash Payment of \$50.00 with no documentation required.

If you have questions about any of these benefits, or how to file a claim, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Shields Data Incident Settlement, c/o Settlement Administrator, [PO Box Address].

You may also view the Settlement Agreement at www.xxxxx.com.

7. What happens if the amount of claims either exceeds the amount of the Settlement, or does not reach the amount of Settlement Funds available for payment of claims?

The final amount of all cash payments may be larger or smaller than the amount claimed, based on the total number of approved claims.

If the amount of Approved Claims exceeds the Settlement Funds available to pay claims, then the Approved Claims will be reduced on a *pro rata* basis such that the total amount of all claims does not exceed the amount of the Settlement Fund after accounting for Administration and Notice Costs, Service Awards, and Attorneys' Fees and Expenses as approved by the Court.

If Settlement Funds remain available after accounting for all Approved Claims, Administration and Notice Costs, Service Awards, and Attorneys' Fees and Expenses as approved by the Court, then the Approved Claim payments will be increased on a *pro rata* basis. If the claims are increased due to the availability of funds, the total amount of the pro rata increase to the claim award will not exceed \$400 on top of the claimed amount.

HOW DO YOU RECEIVE A BENEFIT?

7. How do I file a claim to receive a payment?

The fastest way to submit your Claim Form is online at xxxxxxx.com. If you prefer, you can download the Claim Form from the website and mail it to the Settlement Administrator at: Shields Data Incident Settlement, c/o Settlement Administrator, [PO Box Address].

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email info@ [SettlementWebsite].com, or by U.S. mail at the address above.

8. What is the deadline for submitting a claim?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, along with any supporting documentation, must be mailed so it is postmarked no later than [Claims Deadline].

9. When will I get my payment?

The Courts will hold a hearing on **[FINAL APPROVAL DATE]** to decide whether to approve the Settlement Agreement. This hearing date and time may be moved without notice to the class. Both Courts must approve the Settlement for any payments to be made. If the Courts approve the Settlement Agreement, there may still be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

10. What am I giving up as part of the Settlement?

If you make a claim under the Settlement, or if you do nothing, you will be releasing all of your claims relating to the Data Incident against Shields and any Released Parties when the Settlement becomes final. This means you cannot sue, continue to sue, or be part of any other lawsuit against Shields or any Released Parties related to the Data Incident—whether or not you are currently aware of those claims. The Released Parties includes Defendant's Health Care Facility Partners, which are the entities for which Shields maintained, stored, or had access to patient and/or employee information that was potentially impacted in the Data Incident.

All of the decisions by the Court will bind you. That means you will be bound to the terms of the Settlement and accompanying court orders, and cannot bring a lawsuit or be part of another lawsuit against Shields or any Released Parties regarding the Data Incident.

Paragraphs 14.1, 2.38, 2.38, 2.37, and 2.12 of the Settlement Agreement defines the claims, people, and entities that will be released by Settlement Class Members. You can access the Settlement Agreement and read the specific details of the legal claims being released at [\[\[WEBSITE\]\]](#).

If you have any questions, you can contact the Settlement Administrator.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

Yes. The Court appointed George Feldman McDonald, PLLC; Lynch Carpenter LLP; Keller Postman; Morgan & Morgan; and Mazow McCullough, PC as Settlement Class Counsel.

You will not be charged by these lawyers for their work on this case. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will the lawyers be paid?

Settlement Class Counsel has undertaken this case on a contingency-fee basis, meaning they have paid for all of the expenses in the case and have not been paid any money in relation to their work on this case. Accordingly, Settlement Class Counsel will ask the Court to award Attorneys' Fees and Expenses to compensate the attorneys that performed work on behalf of the Settlement Class. The Court will decide the amount of Attorneys' Fees and Expenses to be paid. You will not have to separately pay any portion of these fees yourself.

Settlement Class Counsel's request for Attorneys' Fees, Expenses, and Service Awards (which must be approved by the Court) will be filed by **[DATE]** and will be available to view on the Settlement website at **[[WEBSITE]]**. Settlement Class Counsel will not seek, accept, or be awarded, more than \$5,116,666.67 (five million one hundred sixteen thousand six hundred sixty-six dollars and sixty-seven cents) in Attorneys' Fees. Settlement Class Counsel will not seek more than the actual costs of Plaintiffs' counsel incurred in litigating the action, which amount will not exceed \$150,000.00. Additionally, Settlement Class Counsel will seek Service Awards for each of the fifteen (15) Class Representatives of \$2,500.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I exclude myself from the Settlement?

If you are a **State Action Settlement Class** member (all Massachusetts residents), making your claims against Shields part of the State Action, there is no ability to exclude yourself from the Settlement in the State Action. You may, however, object to the settlement (see next section).

If you are a **Federal Action Settlement Class** member (U.S. residents that are *not* Massachusetts residents), you may exclude yourself from the Settlement (also known as "opting out"). If you exclude yourself, you will lose any right to participate in the Settlement, including any right to receive the benefits outlined in this notice.

If you decide to opt-out, you may keep any rights you have, if any, against Shields, and you may file your own lawsuit against Shields based upon the same legal claims that are asserted in this lawsuit, but you will need to find your own attorney at your own cost to represent you in that lawsuit. If you are considering this option, you may want to consult an attorney to determine your options.

To Opt-Out of the Federal Action Settlement Class you must submit a written request for exclusion, which must be postmarked or electronically submitted no later than **[Opt-Out Deadline]**, and must include the following:

- (i) The case name of the Federal Action (*In re Shields Health Group, Inc. Data Breach Litigation*, Case No. 1:22-CV-10901-PBS);
- (i) Your full name and current address;
- (ii) Your personal signature;
- (iii) The words "Request for Exclusion" or "Request for Opt-Out" or a clear and similar statement indicating that you do not want to participate in the Settlement as a member of the Federal Action Settlement Class;

You may only exclude yourself—not any other person.

If you are mailing the request for exclusion, it must be sent to the Settlement Administrator at the address below, and **postmarked no later than [Opt-Out Deadline]**.

Shields Data Incident Settlement
ATTN: Exclusion Request
[Address]

If you exclude yourself, you are telling the Federal Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

If you are a State Action Settlement Class member and attempt to exclude yourself from the Settlement in the State Action, your Opt-Out request will be deemed invalid by the Settlement Administrator.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I like or do not like the Settlement Agreement?

If you are a Settlement Class Member and you do not like a portion or all of the Settlement, you can ask the Court to deny approval by submitting 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 should object.

Any objection to the proposed settlement must be in writing and must be postmarked or electronically submitted no later than **[Objection Deadline]**.

If you submit 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 include:

- (i) The case name and number of the Action:
 - a. If you are a resident of the Commonwealth of Massachusetts: (*Kossifos v. Shields Health Care Group, Inc.*, Case No. 2282-CV-00561")
 - b. If you are a resident of any other U.S. state or territory or the District of Columbia: (*In re Shields Health Group, Inc. Data Breach Litigation*, No. 1:22-CV-10901-PBS");
- (ii) The objector's full name, address, and telephone number and, if represented by counsel, of his/her counsel;
- (iii) A statement of the specific grounds for the objection, including any legal support for the objection known to the objector or their counsel;

- (iv) A list of all expert witnesses (if any) who will be called to testify in support of the objection;
- (v) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel; and
- (vi) The signature of the objector (or, if represented by counsel, the objector's attorneys' signature).

To be considered by the Court, your written objection must be submitted to the Settlement Administrator, electronically by **[DATE]** or mailed, postmarked no later than **[DATE]**, at following addresses:

Shields Data Incident Settlement
ATTN: Objection
[Address]
[Email Address]

All valid and timely objections sent to the Settlement Administrator will be provided to the Court.

If you do not comply with these procedures and the deadline for objections, you may lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement. You will still be eligible to receive settlement benefits if the settlement becomes final even if you object to the settlement.

15. When is the Final Approval hearing and do I have to come to it?

The Court has scheduled a Final Approval Hearing to listen to and consider any concerns or objections from Settlement Class Members regarding the fairness, adequacy, and reasonableness of the terms of the Settlement Agreement.

That Final Approval Hearing is currently scheduled to take place on **[DATE and TIME]** at **[ADDRESS]** [before the judges in both the Federal Action and the State Action jointly]. This hearing date and time may be moved without notice to the class. Please refer to the Settlement website at **[WEBSITE]** for notice of any changes.

You do not have to attend the Final Approval hearing. Settlement Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you submit your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time.

GETTING MORE INFORMATION

16. How do I get more information?

If you have questions about this notice or the Settlement, you may go to the Settlement website at [WEBSITE] or call [PHONE]. You can also contact the Settlement Administrator at [EMAIL] or by mailing a letter to Shields Data Incident Settlement, [INSERT ADDRESS], for more information or to request that a copy of this document be sent to you in the mail. You may also seek advice and guidance from your own private lawyer at your own expense if you wish to do so.

This notice is only a summary of the lawsuit and the Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents can be accessed through the Settlement website. If you have questions about the proposed settlement or wish to receive a copy of the Settlement Agreement but do not have access to the Internet to download a copy online, you may contact the Settlement Administrator.

The Court cannot respond to any questions regarding this notice, the lawsuit, or the proposed Settlement.

Please do not contact the Court or Clerk of Courts Regarding this Settlement