

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

ALEJANDRO MORALES, *on behalf of
himself and those similarly situated,*

Plaintiff,

vs.

HEALTHCARE REVENUE RECOVERY
GROUP, LLC, and JOHN DOES 1 to 10,

Defendants.

Civil Action No. 2:15-cv-08401-EP-JBC

**CLASS ACTION SETTLEMENT
AGREEMENT**

THIS CLASS ACTION SETTLEMENT AGREEMENT (hereinafter referred to as “Settlement Agreement”) memorializes the settlement negotiated between, and entered into, by Plaintiff Alejandro Morales (hereinafter referred to as “Plaintiff”), individually and on behalf of the Class of all persons defined in the Order Certifying the Class Action (ECF No. 227) and Defendant Healthcare Revenue Recovery Group, LLC (hereinafter referred to as “HRRG” or “Defendant”).

On December 2, 2015, Plaintiff filed this case (the “Lawsuit” or “Action”) against Defendant on Plaintiff’s Class Action Complaint (the “Complaint”) alleging Defendant committed violations of the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692, *et seq.*, by mailing collection letters to Plaintiff and the Class members in windowed envelopes which exposed the barcodes containing Plaintiff’s and the Class members’ account reference number information. Plaintiff alleges violation of, *inter alia*, 15 U.S.C. § 1692f(8), which prohibits the “[use of] any language or symbol . . . on any envelope when communicating with a consumer by use of the mails”

After extended discovery, motion practice, and an appeal before the United States Court of Appeals for the Third Circuit (*Morales v. Healthcare Revenue Recovery Grp., LLC*, 859 F. App’x 625 (3d Cir. 2021)), this District Court denied Defendant’s motion for summary judgment and granted Plaintiff’s motion for class certification on September 20, 2023 (ECF No. 227).

Thereafter, the parties negotiated this Settlement Agreement, which was reached after extensive arm’s length settlement negotiations between Plaintiff and Defendant (collectively referred to as “Parties”) through their respective counsel.

The Parties have agreed to settle the above-referenced matter to avoid the uncertainty, risk, expense, and interference with ongoing business operations inherent in any litigation and without any admission of liability or wrongdoing.

To that end, after numerous conferences and arm’s length settlement negotiations, the Parties have agreed to the following class-wide settlement which provides, *inter alia*, monetary relief to

the Class in exchange for their releasing certain claims against Defendant, subject to Preliminary and Final Approval by the Court after Notice to the Settlement Class.

I. SETTLEMENT AGREEMENT DEFINITIONS AND TERMS

The defined terms set forth above and herein shall have the following meanings ascribed to them.

1. **“Class”** or **“Settlement Class”** means the class defined in the Court’s Order ¶ 4, ECF No. 227, which states:

All consumers residing in the State of New Jersey, to whom, from December 2, 2014 to December 2, 2015, Defendant sent a collection letter; which letter (a) was seeking to collect a consumer debt on behalf of creditor EMER PHY ASSOC N JERSEY; and (b) was sent in a window envelope such that the barcode was visible from outside the envelope which a smartphone could scan to reveal an IRN and the first ten characters of the recipient’s street address.

[(¶ 4, ECF No. 227).]

2. **“Class Counsel”** means Yongmoon Kim, Philip D. Stern, and Mark Jensen of Kim Law Firm LLC.
3. **“Class Claims”** means the class claims defined in the Court’s Order ¶ 5, ECF No. 227.
4. **“Class Member”** or **“Settlement Class Member”** means a person who is a member of the Class.
5. **“Class Relief Checks”** means the checks to be mailed to Settlement Class Members.
6. **“Complaint”** means Plaintiff’s Class Action Complaint (ECF No. 1) filed in this Action.
7. **“Defendant”** or **“HRRG”** means Defendant Healthcare Revenue Recovery Group, LLC.
8. **“Final Approval Date”** means the later of: (a) the date the Final Order is entered if no objection is filed; (b) if a timely objection has been filed with no appeal taken, forty-five (45) days after the date that the Court has entered the Final Order and Judgment; or, (c) if a timely objection has been filed and an appeal is taken, the day of final dismissal of the appeal or affirmance of the Final Order which is not subject to further review by any court with appellate jurisdiction over the litigation.
9. **“Lawsuit”** or **“Action”** means the lawsuit filed by Plaintiff in the United States District Court for the District of New Jersey, captioned 2:15-cv-08401-EP-JBC.
10. **“Parties”** mean Plaintiff and Defendant.
11. **“Plaintiff”** or **“Class Representative”** means Plaintiff Alejandro Morales who has been appointed as the class representative in this Action (Court’s Order ¶ 2, ECF No. 227).

12. "**Settlement Administrator**" means Atticus Administration, LLC.

13. "**Settlement Agreement**" means this class action settlement agreement.

II. CLASS SIZE AND NET WORTH

14. For the purposes of this Settlement Agreement, Defendant has stipulated to the maximum class statutory damages of \$500,000.00.

15. Defendant has represented that they have conducted a review of their files and determined that there are 49,252 persons, including Plaintiff, who meet the Class definition. Plaintiff has relied on Defendant's representation as to the number of persons who meet the Class definition and considers same to be a material term in negotiating the terms of this Settlement Agreement.

III. CLASS AND INDIVIDUAL RELIEF

16. Relief to the Settlement Class.

- a. **Cash Payments:** Defendant agrees to pay to each Settlement Class Member who does not effectively opt out consistent with paragraph 25 below a pro rata share of \$500,000.00.
- b. **Establishment and Funding of Escrow Account:** Within fourteen (14) days of the Final Approval Date, the Settlement Administrator shall establish an escrow account for payments to the Settlement Class. The account shall be established in a bank that has a minimum of twenty (20) branches within the State of New Jersey. Within fourteen (14) days of the establishment of the escrow account, Defendant shall fund the escrow account with the entire settlement amount.
- c. **Timeframe for Payments to the Settlement Class:** No later than twenty-one (21) days after the Final Approval Date, the Settlement Administrator shall mail checks ("Class Relief Checks") to all Settlement Class Members who did not successfully exclude themselves from the settlement. The Class Relief Checks will include the issue date and also display the expiration date in 16-point or greater font type. The expiration date shall be 120 days from the date the Class Relief Check is mailed. If a Class Relief Check is reissued and re-mailed to a Settlement Class Member, the new check shall have an expiration date of no less than 65 days from the date of re-mailing.
- d. **Undeliverable Checks:** The Settlement Administrator shall update the addresses of any Settlement Class Members as necessary after receipt of any mailed Class Relief Checks that are returned as undeliverable. Class Relief Checks that are returned "undeliverable as addressed" (UAA) shall be re-issued and re-mailed one additional time if a new address is found. No later than fifteen (15) days after the initial check expiration date, the Settlement Administrator shall provide Class Counsel and Defendant's counsel with a report that shows the number of Class Relief Checks that were returned as undeliverable. The report shall include information as to whether a

new address was found, and if so the date the check was re-mailed and the date the check was negotiated, or the date it was returned UAA again.

- e. **Cy Pres Award of Funds from Uncashed Checks:** No later than forty-five (45) days after the last expiration date of the delivered Class Relief Checks, the Settlement Administrator shall mail to Class Counsel a check in the amount of the sum of (a) all Class Relief Checks that were twice returned as undeliverable and not re-sent and (b) all uncashed checks that were not returned as undeliverable. The check shall be made payable to the *cy pres* recipient.¹ The *cy pres* payment will have no restrictions on its use. Class Counsel shall deliver the *cy pres* check to the *cy pres* recipient, within ten (10) days of receipt, and shall provide Defendant's counsel with a copy of the transmittal document for the *cy pres* check. No later than thirty (30) days after the last check expiration date, the Settlement Administrator shall provide Class Counsel and Defendant's counsel with a report of the number of relief checks cashed, which shall include the number of checks cashed together with the names of the persons who either cashed or did not cash their respective check or if the check was undeliverable and the amount of the *cy pres* check. The final report shall also include verification and a detailed certification confirming that the requirements of the Settlement Agreement have been complied with.

- 17. **Individual Relief and Service Payment.** Defendant agrees to make a payment in the amount of \$15,000 to Plaintiff, which shall be as settlement for his individual FDCPA claims and as a service award in recognition of his efforts on behalf of the Class. \$15,000 shall be made payable to "Alejandro Morales." The check shall be delivered to Yongmoon Kim at Kim Law Firm LLC's office located at 411 Hackensack Avenue, Suite 701, New Jersey, 07601, by no later than seven (7) days after the Final Approval Date.

IV. RELEASE OF CLAIMS

- 18. Upon final approval of the Settlement Agreement, the Court will enter a final judgment that will include the dismissal of Plaintiff's Complaint with prejudice. The final judgment will provide for the Release of Claims as defined below. The release shall cover Plaintiff and all Settlement Class Members who have not timely opted out.
- 19. The following release language ("Release of Claims") shall appear in the final judgment:

"As a result of the settlement that has been approved in this matter, when this judgment becomes effective upon the final approval date, Plaintiff and each Settlement Class Member, for themselves, their heirs, successors and assigns shall have jointly and severally remised, released, acquitted and forever discharged the Defendant from the Class Claims."

V. INFORMATION TO BE PRODUCED BY DEFENDANT

¹ The parties will meet and confer to agree upon the *cy pres* recipient. If the parties cannot agree, the parties will each propose two recipients for the Court's consideration.

20. Defendant represents that they possess the information necessary to identify the Settlement Class Members, together with Defendant's most recent contact information for Class Members, which Defendant cannot confirm is current for the Class Members.
21. By no later than fourteen (14) days following the execution of this Settlement Agreement, Defendant shall provide Class Counsel with an electronic compilation (Excel spreadsheet or other easily usable database in CSV format) that includes, at a minimum, the following information which Defendant possesses of Settlement Class Members: (a) the name, (b) last known address, (c) the date of the collection letter, (d) the telephone number, (e) email address (if known), and (f) the Defendant's account numbers. Further, to the extent necessary to locate the Settlement Class Member, Defendant shall provide to the Settlement Administrator the Settlement Class Member's Social Security number (SSN), if known, to conduct the necessary searches.
22. Defendant has submitted to Class Counsel a Declaration of due diligence, describing in detail how the Settlement Class Members were identified, what records were reviewed to make this determination, how the list was prepared, the individuals involved in identifying the Settlement Class Members and in compiling the list or database.

VI. RECOMMENDED PROCESS FOR PRELIMINARY AND FINAL APPROVAL

23. Class Counsel will file the applications for preliminary and final approval.
24. The parties shall recommend to the Court the following procedures for opting out and objecting.
 - a. Settlement Class Members who wish to opt out of this settlement must submit, electronically through a class settlement website to be established by the Settlement Administrator or in writing by mail to the Settlement Administrator, which statement opting out of this settlement which must include: (1) the Settlement Class Member's name and address, and (2) a statement that the Settlement Class Member wishes to be excluded from the Settlement Class. Such notice must be received by the Settlement Administrator no later than the date set forth in the Preliminary Approval Order and in the Class Notice. The opt-out date shall be set by the Court. The Parties will suggest that the opt-out date be set thirty-five (35) days or five (5) weeks after the Class Notice is mailed or the next business day thereafter if that day is on a weekend or holiday (hereinafter the "Objection/Exclusion Deadline Date"). Any such individual who timely provides notice of their desire to opt out of the settlement will receive no compensation pursuant to this Settlement Agreement and shall not release any claims. Every Settlement Class Member who does not timely opt out shall be deemed a Settlement Class Member.
 - b. Any person seeking to object to the settlement must be a Settlement Class Member, and therefore cannot opt-out of the settlement. Any objector shall notify the Court, Class Counsel and counsel for Defendant, in writing, of their intent to object to one or more of the terms of this Settlement Agreement or the Final Approval Order. Such written statement or notice must be filed with the Court and served on Class Counsel and Defendant's counsel no later than the same Objection/Exclusion Deadline Date applicable to the opt-out deadline. Any such notice of objections shall include: (a) a

statement of each objection being made; (b) a description of the facts and legal basis for each objection; (c) a statement of whether the objector intends to appear at the Fairness Hearing; (d) a list of witnesses whom the objector may call by live testimony, oral deposition testimony or affidavit during the Fairness Hearing; and (e) a list of exhibits which the objector may offer during the Fairness Hearing, along with copies of all of the exhibits.

25. Individuals who fall within the definition of the Settlement Class may choose to opt out of the Settlement Class under such procedures as may be adopted by the Court, which shall be reflected in the Preliminary Approval Order and the Class Notice. Individuals who fall within the definition of the Settlement Class may alternatively choose to object to (but not opt-out of) the settlement.
26. Settlement Class Members who fail to file and serve timely written objections or notice of intention to appear and object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to this settlement.
27. Within 10 days of the filing of the motion for preliminary approval, Defendant shall serve the Notifications to appropriate officials as required by the Class Action Fairness Act (“CAFA”) (28 U.S.C. §1332(d), §1715), and simultaneously copy Class Counsel on that communication. This requirement shall be clearly articulated in the Preliminary Approval Order. Pursuant to CAFA, Defendant will be responsible for the delivery of the Notifications and any associated costs of providing the Notifications.
28. The Parties shall request that the Court set the date for the Fairness Hearing to be approximately 45 days following the deadline for opt-outs and objections but no sooner than 105 days from the date of the Preliminary Approval Order.

VII. CLASS NOTICE AND SETTLEMENT ADMINISTRATION

29. **Notice to the Settlement Class:** The Parties’ agreed-upon form of Class Notice is attached as **Exhibit 1**. This form of Class Notice will be presented to the Court for approval.
30. **Settlement Administrator**
 - a. **Selection of Settlement Administrator:** The Parties have agreed to Atticus Administration, LLC as the class action settlement administrator (hereinafter referred to as the “Settlement Administrator”).
 - b. **Defendant Shall Retain and Pay Fees and Expenses of Settlement Administration:** Defendant shall pay all fees and costs of the Settlement Administration and Settlement Administrator. Within fourteen (14) days following entry of the Preliminary Approval Order, Defendant shall retain the services of the Settlement Administrator to perform settlement administration duties outlined in their recently served written estimate, including formatting, printing and mailing the Class Notice, updating addresses of members of the Settlement Class, tabulating any requests from members of the Settlement Class to be excluded, providing an affidavit

to the Court related to the Class Notice process and requests to be excluded, providing settlement checks to Settlement Class Members.

- c. **Mailing of Class Notice:** The Settlement Administrator shall format, address, print and mail the Class Notice, by first class U.S. mail, postage prepaid, to the last known address of each Settlement Class member. The Settlement Administrator will update the addresses of the Settlement Class members by means of the National Change of Address Databank (NCOA) maintained by the U.S. Postal Service prior to the initial mailing of the Class Notice and shall update the addresses by other reasonable methods available to the Administrator after receipt of returned undeliverable mailed Class Notices. Reasonable methods may include the use of Social Security numbers, email addresses, telephone numbers, and databases such as Accurant, Westlaw, and LexisNexis, and the Preliminary Approval Order shall expressly permit the use of such databases. The Settlement Administrator shall provide to Class Counsel and Defendant's counsel one or more certifications or affidavits stating that the Class Notice was deposited in the U.S. mail in accordance with the terms of the Preliminary Approval Order and as required by this Settlement Agreement, along with statistics on how many Class Notices were:

- mailed successfully;
- returned as undeliverable; and
- re-mailed successfully.

- d. **Processing of Requests for Exclusion:** The Settlement Administrator shall receive and track all requests for exclusion and shall provide to Class Counsel and Defendant's Counsel (a) an electronic copy of any and all Requests for Exclusion that have been received by the Settlement Administrator in writing and electronically, true and exact copies of which shall be maintained by the Settlement Administrator; and (b) the Settlement Administrator's determination as to whether each Request for Exclusion was timely received. The Settlement Administrator shall also (a) remove from the electronic list or database of Settlement Class Members any Settlement Class Members who the Court determines to have timely excluded themselves from the settlement; and (b) notify in writing any Settlement Class Member whom the Settlement Administrator determines that the Request For Exclusion was not timely received. By no later than seven (7) days after the Objection/Exclusion deadline, the Settlement Administrator shall provide all counsel with a certification to be filed with the Court setting forth the information in this paragraph, along with the information concerning the mailing of the Class Notices set forth in the preceding paragraph.

VIII. ATTORNEYS' FEES AND COSTS

31. **Attorney's Fees and Costs:** Defendant agrees Plaintiff is the prevailing party as contemplated by 15 U.S.C. § 1692k(a)(3). Defendant agrees to pay reasonable attorney's fees and costs in an amount awarded by the Court pursuant to the FDCPA and caselaw. Class Counsel will file an initial fee application prior to the date scheduled for the Fairness Hearing seeking reasonable attorney's fees and costs for the time spent and costs incurred by Class Counsel through the date of the Fairness Hearing. Class Counsel will file supplemental fee application(s) for any further reasonable amounts of time spent and costs incurred beyond

that date. Class Counsel's fee application(s) shall be made pursuant to relevant cases. Defendant shall be given proper notice of such applications and afforded the opportunity to file its objection to the amount of the reasonable attorney's fees and costs sought by Class Counsel; however, Defendant agrees and shall not object to Class Counsel's entitlement to reasonable attorney's fees and costs. The award of attorney's fees and costs referred to in this paragraph does not include any time that may be spent enforcing any breach of this Settlement Agreement.

32. The Parties agree to engage in good faith attempts to resolve the quantum of attorney's fees to be paid to Class Counsel after the other terms of this Settlement Agreement are agreed upon. If the parties reach an agreement as to the amount of attorney's fees and costs after the other terms of this Settlement are agreed upon, an amendment to this agreement will be executed concerning the amount of attorney's fees and costs. The parties agree that attorney's fees are in addition to and separate from the settlement benefits that each Settlement Class member will receive and are the sole property of Class Counsel and are not the property of Plaintiff or the Settlement Class.
33. By no later than twenty-one (21) days following the entry of an Order awarding attorney's fees and/or costs to Class Counsel and subject to any party's right to appeal same, Defendant will pay the full amount of attorney's fees and costs awarded by the Court. Defendant shall issue and deliver a check—made payable to the “Kim Law Firm LLC”—in the full amount of the attorney's fees and costs awarded by the Court to Class Counsel. The check shall be delivered to Yongmoon Kim at Kim Law Firm LLC offices located at 411 Hackensack Avenue, Suite 701, Hackensack, New Jersey, 07601.
34. The Parties agree that the amount of the attorney's fee and cost award is not part of the substantive terms of this Settlement and will be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the settlement benefits provided to Settlement Class members under this Settlement Agreement.

IX. MISCELLANEOUS

35. **Cooperation:** The Parties will cooperate in seeking certification of the Settlement Class for settlement purposes under Fed. R. Civ. P. 23 and will cooperate in seeking both Preliminary Approval and Final Approval of the settlement consistent with the terms and provisions of this Settlement Agreement.
36. **Changes Required by the Court:** If the Court indicates, prior to making a final ruling on the settlement, that the Settlement Agreement will not be approved unless certain changes are made, the Parties will attempt in good faith to reach agreement to those changes prior to withdrawing from the settlement. However, if no such agreement can be reached within sixty (60) days then either Party may terminate this Settlement Agreement. If this Settlement Agreement is terminated under such circumstances, Plaintiff, Defendant, and each Settlement Class Member shall be deemed to be in the same position as existed prior to its execution, with the same *status quo ex ante* rights and interests as they may have had absent the entry by Plaintiff and Defendant into this Settlement Agreement and all other understandings and agreements between the Parties and their respective counsel relating to the settlement shall be

deemed to be null and void and of no force and effect. Upon termination of the Settlement Agreement under this paragraph, the Parties will jointly notify the Court of the need for a discovery schedule.

37. **Failure to Obtain Final Approval:** If this settlement does not receive the Court's Final Approval, Final Approval is reversed on appeal, or this Settlement Agreement otherwise fails to become effective for any reason, the Parties shall be placed in the *status quo ex ante* this Settlement Agreement being executed.
38. **Amendment/Modification:** The terms and provisions of this Settlement Agreement may only be amended or modified by a written instrument executed by all Parties and/or their respective successors-in-interest. No oral amendment or modification shall be effective unless the amendment or modification is committed to a written instrument executed by all Parties and/or their respective successors-in-interest.
39. **Waiver:** No terms or provisions or breach of the terms and provisions of this Settlement Agreement may be waived except by a written instrument executed by all Parties and/or their respective successors-in-interest. A waiver by a Party of any breach of the terms and provisions of this Settlement Agreement shall not be deemed a waiver of any other prior or subsequent breach of the terms and provisions of this Settlement Agreement.
40. **Jurisdiction:** The United States District Court – District of New Jersey shall retain jurisdiction to implement and enforce the Settlement Agreement and its terms, and the Parties and the Settlement Class Members submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.
41. **Good Faith.** The Parties specifically represent that they are entering into this Settlement Agreement in good faith, that Defendant presently has the financial ability to comply with all of the payment terms of this Settlement Agreement, including the payments to Plaintiff and the Settlement Class Members, the costs of administering the Settlement, and the payment of attorney's fees and costs to Class Counsel, and that Defendant does not know of or anticipate any event which will prevent it from complying with the terms of the Settlement.
42. **Interpretation of Disputed Terms and Provisions:** In any dispute between the Parties regarding the terms of this Settlement, all terms and provisions shall be governed and interpreted according to the substantive laws of the State of New Jersey, without reference to its conflict of law principles. This Settlement Agreement shall be deemed to have been drafted equally by the Parties and shall not be construed strictly against Plaintiff or Defendant.
43. **Execution in Counterparts:** This Settlement Agreement may be executed in counterparts and/or by facsimile or electronically scanned signatures with the same force and effect as if executed in one complete document with the original signature of all Parties.
44. **Authorization:** Any person signing this Settlement Agreement represents that he or she is authorized to enter into this Agreement with full knowledge and authority of the Party or Parties on whose behalf he or she is signing.

By the signature appearing below, the Parties agree that this Settlement Agreement be and hereby shall be effective as of this 28th day of February, 2025 by:

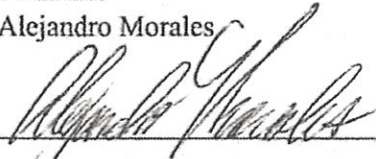

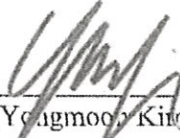

Plaintiff: Alejandro Morales  Dated: February <u>28</u> , 2025	Defendant: Healthcare Revenue Recovery Group, LLC. Signed by:  By: <u>CO1BDD1ABG1D4B7...</u> Its, Dated: <u>3/6/2025</u> , 2025
Attorneys for Plaintiff and the Settlement Class: KIM LAW FIRM LLC  Yongmoor Kim, Esq. Dated: February <u>28</u> , 2025	Attorneys for Defendant Healthcare Revenue Recovery Group, LLC: BARRON & NEWBURGER, P.C.  Mitchell L. Williamson, Esq. Dated: <u>March 6</u> , 2025

EXHIBIT 1

LEGAL NOTICE

*Morales v. Healthcare Revenue Recovery Group,
LLC,
Case No. 2:15-cv-08401-JBC (D.N.J.)*

**You are entitled to
receive a settlement
payment in connection
with a class action
settlement.**

*A Federal Court authorized this notice.
You are not being sued.
This is not a solicitation from a lawyer.*

***See contents for details. For
complete information, visit [insert
URL]***

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A settlement has been reached in a class action lawsuits against the above-named defendant. The lawsuit alleges that Healthcare Revenue Recovery Group, LLC ("Defendant") violated federal law by sending collection letters while exposing a visible barcode which a smartphone could scan to reveal an internal reference number and the first ten characters of the recipient's street address. Defendant denies any wrongdoing, and the settlement does not establish that any law has been broken. The lawsuit is called *Morales v. Healthcare Revenue Recovery Group, LLC*, 2:15-cv-08401-EP-JBC (D.N.J.) and is filed in the U.S. District Court for the District of New Jersey.

Why am I being contacted? Our records show you may be one of 49,252 "Settlement Class Members" entitled to a payment under the settlement. Settlement Class Members are persons with addresses in the State of New Jersey, who were sent one or more letter(s) from Defendant to collect a certain medical debt. More detailed information can be found at [insert URL/SettlementClasses].

What can I get from the settlement? If the Court approves the settlement, you can receive a payment in the amount of an equal share of \$500,000. This amount is the maximum amount that may be recovered in this action under federal law. The amount of the settlement check to each Settlement Class Member will be calculated by dividing \$500,000 by the number of Settlement Class Members. The settlement checks are estimated to be approximately \$10.15 each but may be more depending on the number of Settlement Class Members who exclude themselves (opt out) from the settlement.

How do I get my payment? So long as you do not choose to exclude (opt out) yourself from this case, you will remain a Settlement Class Member and will receive a payment if the Court finally approves the settlement.

What are my options? You can do nothing, comment on or object to any part of the settlement terms, or exclude yourself from the settlement. If you do nothing, you will be bound by the settlement and won't be able to sue Defendant in a future lawsuit about the claims in the settlement. If you exclude (opt out) yourself, you won't get any benefits—but you'll keep your right to sue Defendant on the issues in the settlement. You must contact the Class Administrator by mail or online at [insert URL] to exclude (opt out) yourself. You can also object to the settlement if you disagree with any of its terms. ***All Requests for Exclusion and Objections must be postmarked or submitted online by [insert cut-off date].***

Do I have a lawyer? Yes. The Court has appointed Yongmoon Kim, Philip D. Stern, and Mark Jensen of Kim Law Firm LLC, to represent you as "Class Counsel." They can be reached at [call center #]. You will not be charged for these lawyers. You can hire your own lawyer, but you'll need to pay your own legal fees. The Court has also chosen Alejandro Morales—a class member like you—to represent the Class as "Class Representatives." Class Counsel will seek approximately \$[xxxx] for their attorneys' fees and costs. Defendant has also agreed to pay the Class Representative \$15,000, constituting his service award and statutory damages. Any reduction in the payments to Class Counsel or the Class Representative will not inure to the benefit of the Class. Both the payments to Class Counsel and to the Class Representative are separate and apart from the relief to the Settlement Class.

When will the Court approve the settlement? The Court will hold a hearing on [date and time] in Courtroom [###] at the U.S. Courthouse, 50 Walnut Street, Newark, New Jersey, 07101. At the hearing, the Court will hear objections, determine if the settlement is fair, and consider Class Counsel's request for fees and expenses and statutory and service awards to the Class Representatives. Class Counsel's request for attorneys' fees and costs will be posted at the website below.

Please note that this notice is a summary only. Visit [url] or call [1-800-] for complete information.