If you are <u>a physician or eyecare clinic</u> who relied on ECL Group, LLC, and affiliated entities for record-keeping and related practice management support services, OR

If you were <u>a patient</u> of a physician or eyecare clinic associated with ECL, you could be entitled to a payment from a class action settlement.

A court has authorized this Notice. This is <u>not</u> a solicitation from a lawyer.

- A settlement has been reached resolving class action lawsuits claiming that ECL Group, LLC, and affiliated entities (collectively, "ECL"), a record-keeping vendor for top-rated eye care clinics across the country, lost control over millions of patients' highly sensitive personal information for a period of months during a series of ransomware attacks (collectively, the "Data Breach"), and that ECL suffered service outages as a result of the ransomware attacks, which impacted eyecare physicians who relied on ECL for access to their patient data.
- Patient Class Members If you are a Patient Class Member, you will be able to file a claim for documented out-of-pocket expenses incurred because of the Data Breach, up to \$5,000. Whether or not you have incurred out-of-pocket expenses, you can also file a Claim for a cash payment, with the amount of payment depending on the number of Valid Claims received. The claims will be paid from the "Patient Settlement Fund" of at least \$2,616,783, to be funded by Defendants' insurance policies.
- Physician Class Members Physician Class Members can file a Claim for a cash payment, with the amount of payment depending on the number of Valid Claims received. The claims will be paid from the "Physician Settlement Fund," which shall consist of at least \$1,460,449.50, to be funded by Defendants' insurance policies. If any additional funds become available through insurance coverage, those funds will be added into the Physician Settlement Fund, up to \$9,500,000, inclusive of the initial payments. If you are a Physician Class Member who was under contract with ECL as of April 2023, you can also file a claim for billing credits with a total potential value of \$5,739,500.

This Notice may affect your rights. Please read it carefully.

	Your Legal Rights and Options	Deadline
Submit a Claim Form	To get a settlement benefit, you must submit a timely and valid Claim Form.	March 14, 2024
Object	Tell the Court why you do not like the Settlement. You will still be bound by the Settlement if the Court approves it.	January 15, 2024
Go to a Hearing	If you are a Settlement Class Member <i>and</i> you file an Objection, you have the right, but are not required, to attend the Final Approval Hearing. You must state your intention to appear with your Objection. February 13, 2024	
Do Nothing	Get no settlement benefit. Be bound by the Settlement.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys' fees, costs, and expenses. No settlement benefits or payments will be provided unless the Court approves the Settlement, and it becomes final.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATIONPAGE 3
1. Why is this Notice being provided?
2. What are the lawsuits about?
3. Why is the lawsuit a class action?
4. Why is there a Settlement?
 WHO IS INCLUDED IN THE SETTLEMENT? 5. How do I know if I am part of the Settlement? 6. What if I am still not sure whether I am part of the Settlement?
 THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY
HOW TO GET BENEFITS FROM THE SETTLEMENT PAGE 7 11. How do I make a claim for a settlement benefit? 12. What happens if my contact information changes after I submit a Claim Form? 13. When will I receive my settlement benefit?
THE LAWYERS REPRESENTING YOU 14. Do I have a lawyer in this case? 15. How will Class Counsel be paid? 16. Can I request to get out of the Settlement Class?
OBJECTING TO THE SETTLEMENTPAGE 8 17. How do I tell the Court that I do not like the Settlement?
THE FINAL APPROVAL HEARING
IF YOU DO NOTHING
GETTING MORE INFORMATION

AJ4852 v.01

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the proposed Settlement of these class action lawsuits and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuits, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get a settlement benefit.

The Honorable Catherine Eagles of the United States District Court for the Middle District of North Carolina is presiding over this class action. The two cases being settled are known as:

- Alliance Ophthalmology, PLLC; Dallas Retina Center, PLLC; Texas Eye and Cataract, PLLC; and Hofacre Optometric Corporation, on behalf of themselves and all others similarly situated, v. ECL Group, LLC; ECL Holdings, LLC; Eye Care Leaders Holdings, LLC; Eye Care Leaders Portfolio Holdings, LLC; Integrity EMR, LLC; Integrity EMR Holdings, LLC; Alta Billing, LLC; and Alta Billing Holdings, LLC; and,
- Kimberly Farley, Chad Forrester, and Kimberly Sandvig, on behalf of themselves and all others similarly situated, v. Eye Care Leaders Holdings.

The two cases are combined into a single Settlement (also sometimes referred to in this Notice as the "ECL Litigation"). The persons who filed the lawsuits are together called the "Settlement Classes," which include the "Patient Settlement Class" and the "Physician Settlement Class." The companies sued (ECL Group, LLC, ECL Holdings, LLC, Eye Care Leaders Holdings, LLC, Eye Care Leaders Portfolio Holdings, LLC, Integrity EMR, LLC, Integrity Holdings, LLC, Alta Billing, LLC, and Alta Billing Holdings, LLC) are called the "Defendants" or, as defined herein, "ECL."

2. What is the ECL Litigation about?

The Patient Settlement Class claims that the Data Breach potentially exposed patients' health information, including their names, birth dates, medical record numbers, health insurance information, Social Security numbers, and medical care information. The Patient Settlement Class alleges, among other things, that Defendants were negligent in the maintenance of data, which resulted in the Data Breach that potentially exposed the Patient Settlement Class's personal health information and invaded their privacy. The Patient Settlement Class also alleges that ECL concealed the Data Breach from the public, including its customers and their patients. The Patient Settlement Class claims that it incurred damages as a result of Defendants' actions

The Physician Settlement Class claims that ECL concealed the Data Breach for weeks, misrepresented what truly happened, misrepresented when service would be restored (to encourage members of the Physician Settlement Class to not move to new service providers), overcharged them under their contracts, and refused to provide patient data after repeated demands. The Physician Settlement Class also alleges that Defendants breached their contracts, were negligent in the maintenance of data, committed fraud, defamed Physician Plaintiffs, and engaged in unfair and deceptive trade practices stemming from the Data Breach, which impacted the Physician Settlement Class's practices and potentially exposed patient data. The Physician Settlement Class claims that it incurred damages as a result of Defendants' actions.

The Patient Settlement Class's and Physician Settlement Class's operative complaints are both available at www.ECLSettlement.com.

Defendants deny all claims asserted in the ECL Litigation, deny all allegations of wrongdoing and liability, and deny all other material allegations. By entering into the Settlement, the Defendants are not admitting any wrongdoing.

3. Why is the ECL Litigation a class action?

In a class action, plaintiffs (here, Alliance, DRC, TEC, and Hofacre for the Physician Settlement Class; and Kimberly Farley, Chad Forrester, Kimberly Sandvig, Detrina Solomon, and Jeanne Byers for the Patient Settlement Class,) sue on behalf of all people who have similar claims. Together, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members.

4. Why is there a Settlement?

The Settlement Classes and Defendants do not agree about the legal claims asserted in the ECL Litigation. The Court has not decided in favor of the Settlement Classes or the Defendants. Instead, the Settlement Classes and Defendants have agreed to settle the ECL Litigation. The Settlement Classes and their attorneys ("Class Counsel") believe the Settlement is in the best interests of the members of the Settlement Classes because of the benefits of the Settlement and the risks and uncertainty associated with continued litigation.

WHO IS INCLUDED IN THE SETTLEMENT?

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

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

The "Patient Settlement Class" means all individuals residing in the United States whose Personally Identifiable Information or Protected Health Information was compromised in the Data Breach affecting one or more Defendants, including all persons who received notice about the Data Breach.

The "Physician Settlement Class" includes the iMedicWare Class, myCare Integrity Class, MVE Class, and Revenue Cycle Management Class. They are each described as follows:

- (a) "iMedicWare Class" means all persons and entities who contracted with one or more Defendants for EMR management services using the iMedicWare software, and who have suffered Outages for any period of time since January 1, 2019, due to ransomware attacks or any other reasons.
- (b) "myCare Integrity Class" means all persons and entities who contracted with one or more Defendants—and received services from Integrity EMR, LLC and Integrity Holdings, LLC—for EMR management services using the myCare Integrity software, and who have suffered Outages for any period of time since January 1, 2019, due to ransomware attacks or any other reasons.
- (c) "MVE Class" means all persons and entities who contracted with one or more Defendants for EMR management services using the MVE software, and who have suffered Outages for any period of time since January 1, 2019, due to ransomware attacks or any other reasons.
- (d) "Revenue Cycle Management Class" means all persons and entities who contracted with one or more Defendants—and received services from Alta Billing, LLC and Alta Billing Holdings, LLC—for revenue cycle management services who have received delinquent revenue cycle services for any period of time since January 1, 2019 and/or whose transaction information was potentially compromised from ransomware attacks or any other reasons.

Questions? Go to www.ECLSettlement.com or call 1-877-328-5803.

6. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a member of the Settlement Classes, you may go to the Settlement Website at www.ECLSettlement.com or call the Settlement Administrator's toll-free telephone number at 1-877-328-5803. You may also contact Class Counsel listed in Question 17 below.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

If final approval of the settlement is granted, two settlement funds will be created, both funded by the Defendants' insurance policies.

Patient Settlement Class - A "Patient Settlement Fund" of at least \$2,616,783 will be funded. Members of the Patient Settlement Class will be able to file claims for documented out-of-pocket expenses incurred because of the Data Breach up to \$5,000. Members of the Patient Settlement Class may also file a Claim for a pro rata (equal share) cash payment, with the amount to be paid depending on the number of Valid Claims received.

Physician Settlement – Patient Class Members have agreed to release any potential claims against members of the Physician Settlement Class related to the Data Breach.

A "Physician Settlement Fund" of at least \$1,460,449.50 will also be funded. Defendants will deposit any additional funds that become available through insurance coverage into the Physician Settlement Fund, up to \$9,500,000, inclusive of the initial payments.

In addition to the Settlement Funds, Defendants will provide billing credits with a total potential value of \$5,739,500 to eligible members of the Physician Settlement Class, as described in the next section.

Along with these benefits, Defendants have agreed to not collect, and cease all collection efforts related to, any unpaid invoice for a month in which there was a service outage as alleged in the Physician Settlement Class's Second Amended Complaint.

Moreover, as a result of the settlement, members of the Physician Settlement Class may terminate their contracts with Defendants without penalty and Defendants shall help provide them with data and provide reasonable efforts to assist with transition to a new provider.

8. How do the billing credits for the Physician Settlement Class work?

Billing credits are available as follows:

myCare Integrity Class: Defendants will provide a \$3,500 credit for each member of the myCare Integrity Class who 1) did not previously receive a credit of equal or greater value, and 2) held a full-time physician license with Defendants at any point in April and May 2023. Defendants will further provide a \$1,750 credit to each member of the myCare Integrity class who 1) did not previously receive a credit of equal or greater value, and 2) held a part-time physician license with Defendants at any point in April and May 2023. The amount of credit owed to each member will be offset, dollar-for-dollar, by any credits that have already been provided in connection with the Data Breach. The potential value of these credits is \$3,006,500. Defendants will provide these credits to each Claimant within one year of the date the Settlement Administrator determines that it has a Valid Claim.

iMedicWare Class: Defendants will provide a \$1,000 credit for each member of the iMedicWare Class who 1) did not previously receive a credit of equal or greater value, and 2) held a full-time physician license with Defendants at any point in April and May 2023. Defendants will further provide a \$500 credit to each member of the iMedicWare class who 1) did not previously receive a

credit of equal or greater value, and 2) held a part-time physician license with Defendants at any point in April and May 2023. The amount of credit owed to each member will be offset, dollar-for-dollar, by any credits that have already been provided in connection with the Data Breach. The potential value of these credits is \$1,714,500. Defendants will provide these credits to each Claimant within one year of the date the Settlement Administrator determines that it has a Valid Claim.

MyVisionExpress Class: Defendants will provide a \$350 credit for each member of the MyVisionExpress Class who 1) did not previously receive a credit of equal or greater value, and 2) held a full-time physician license with Defendants at any point in April and May 2023. Defendants will further provide \$175 credit to each member of the MyVisionExpress class who 1) did not previously receive a credit of equal or greater value, and 2) held a part-time physician license with Defendants at any point in April and May 2023, at an amount proportional to that of the full-time physician licensees. The amount of credit owed to each member will be offset, dollar-for-dollar, by any credits that have already been provided in connection with the Data Breach. The potential value of these credits is \$1,018,500. Defendants will provide these credits to each Claimant within one year of the date the Settlement Administrator determines that it has a Valid Claim.

The billing credits are not available if:

- you are a Patient Class Member;
- you are exclusively a member of the Revenue Cycle Management Class;
- if your contract(s) with one of the Defendants was terminated before April 2023; or
- Defendants have already provided you a billing credit in an amount that exceeds the amount of the available credit under the Settlement, as described above.

9. How will payments to Claimants be determined?

Valid Claims will be paid as follows:

Patient Settlement Class. At the conclusion of the claims period, the Patient Settlement Fund (after deducting its share of Administration Expenses, Class Service Awards, and Attorneys' Fees) shall be paid to members of the Patient Settlement Class who submit a Valid Claim for out-of-pocket expenses up to \$5,000 with the remainder divided equally between all valid claimants of the Patient Settlement Class. The Claims Administrator will make the final determination about the validity of any claim.

Physician Settlement Class. At the conclusion of the Claims Period, the Physician Settlement Fund (after deducting its share of Administration Expenses, Class Service Awards, and Attorneys' Fees) will be divided equally between all valid claimants of the Physician Settlement Class. The Claims Administrator will make the final determination about the validity of any claim.

10. What are the Released Claims?

In short, (1) members of the Patient Settlement Class release any potential claim against Defendants or members of the Physician Settlement Class related to the Data Breach, and (2) members of the Physician Settlement Class release any potential claim against Defendants related to the Data Breach. The Patient Settlement Class and Physician Settlement Class do not release any claims unrelated to the Data Breach or ECL Litigation.

The Settlement Agreement in Sections 2.3, 2.31, 2.32, and 7.1-7.6 describes the Release, Released Claims, and Released Parties in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.ECLSettlement.com or in the public Court records on file in the ECL Litigation. For questions regarding the Releases or Released Class Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 17 of this Notice for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I make a claim for a settlement benefit?

Every member of the Settlement Classes has the right to submit a Claim for a Settlement Benefit.

Patient Settlement Class – members must file a timely and valid Claim for out-of-pocket reimbursement or a Cash Payment.

Physician Settlement Class – members must file a timely and valid Claim Form for a billing Credit or a Cash Payment.

Your Claim Form must be filed with the Settlement Administrator, **postmarked or submitted online on or before 11:59 pm on March 14, 2024**. Claim Forms may be filed online at www.ECLSettlement.com or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form. The quickest way to submit a Claim Form is online. Claim Forms are also available by calling 1-877-328-5803 or by writing to:

ECL Settlement Administrator PO Box 2630 Portland, OR 97208-2630

No claims may be submitted as a group, aggregate, or on behalf of a class of persons. However, members of the Physician Settlement Class who are in the same practice with multiple licensees may submit a claim as a group since the credits will be applied on a per-license basis, while the distribution from the settlement fund will be on a per-practice basis.

12. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes through the Settlement Website or by email to address-update@ECLSettlement.com. You may also call 1-877-328-5803.

13. When will I receive my settlement benefit?

If you file a timely and valid Claim Form for a Cash Payment, payment will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final. If you are a member of the Physician Settlement Class and file a Claim for a billing credit, Defendants will provide these credits to each Claimant within one year of the Settlement Administrator determining that the claim is valid.

It may take time for the Settlement to be approved and become final. Please be patient and check www.ECLSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

AJ4857 v.01

Yes, the Court has appointed Russ Ferguson, Matthew Tilley, and Patrick Spaugh of Womble Bond Dickinson (US) LLP as counsel for the Physician Settlement Class ("Physician Class Counsel"). And the Court has appointed Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, Jean S. Martin of Morgan & Morgan Complex Litigation Group and Gary E. Mason of Mason LLP as counsel for the Patient Settlement Class ("Patient Class Counsel"). The Physician Class Counsel and

Patient Class Counsel (together, "Class Counsel") represent you and the Settlement Classes for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in the ECL Litigation.

15. How will Class Counsel be paid?

Physician Class Counsel will submit to the Court an application seeking a Fee Award of no more than 33% of the Physician Settlement Fund, to which Defendants will not object, and Patient Class Counsel will submit to the Court an application seeking a Fee Award of no more than 33% of the Patient Settlement Fund, to which Defendants will not object.

Class Counsel will also request that the Court approve "Class Service Awards," which are Court-approved awards to specific members of the Settlement Classes, including the named plaintiffs, for their efforts in bringing the claims at issue in the ECL Litigation and achieving the benefits of this Settlement on behalf of the Settlement Classes. For the Physician Settlement Class, the requested service awards are \$40,000 each to Alliance, DRC, and TEC, \$20,000 to Hofacre, and \$10,000 each to Shulkin Eye Associates, Gorden Eye Associates PA, Regional Eye Associates, Inc., Eye Associates, LLC, and SurgiCenter of Vineland Holdings, LLC, payable from the Physician Class Settlement Fund. For the Patient Settlement Class, the requested service award is \$1,000 each to Plaintiffs Kimberly Farley, Chad Forrester, Kimberly Sandvig, Detrina Solomon, and Jeanne Byers

If awarded by the Court, attorneys' fees and costs and expenses, and the Service Award will be paid out of the respective Settlement Funds. The Court may award less than these amounts.

16. Can I request to get out of the Settlement Class?

No. Because insurance proceeds are Defendants' only assets available to satisfy the claims of all the members of the Settlement Classes and the alleged damages exceed the available insurance proceeds, the Court certified the Settlement Classes under Rule 23(b)(1)(B). That rule allows for certification of a class when there is a limited fund available to satisfy all claims. As a result, under Rule 23(b)(1)(B), class members cannot "opt out" or request exclusion from the Settlement Classes because doing so would jeopardize the fair and equitable distribution of the limited fund available.

Practically, this means that the Settlement and the Release of claims applies to everyone who is a member of the Settlement Classes and you cannot request to be excluded to maintain your right to file a lawsuit or bring action against Defendants for claims related to the Data Breach. You can, however, object to the Settlement if you choose to do so (see Question 17 below).

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I do not like the Settlement?

If you are a Class Member you can (on your own or through an attorney hired at your expense) object to the terms of the Settlement. Your Objection must be submitted to the Settlement Administrator with a copy to Class Counsel and Defendants' counsel **postmarked no later than January 15, 2024**. To be effective, any such Objection must be in writing and include the contents described below:

- A reference at the beginning of your objection to the names of the cases covered in the Settlement (listed in Question 1 above);
- Your name, address, telephone number, and, if available, your email address, and if represented by counsel, of your counsel;
- A written statement of all grounds for your Objection, accompanied by any legal support for such Objection;

- Whether you intend to appear at the Final Approval Hearing, either with or without counsel;
- A statement of your membership in the Physician Settlement Class or Patient Settlement Class, including all information required by the Claim Form;
- A detailed list of any other objections submitted by you, or your counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous 5 years. If you or your counsel has not objected to any other class action settlement in any court in the United States in the previous 5 years, you must affirmatively state so in the written materials provided in connection with your Objection to this Settlement; and
- Your signature and the signature of your duly authorized attorney (if you have one) or other duly authorized representative (along with documentation setting forth such representation).

Any Class Member who fails to timely submit a written Objection containing all of the information listed above, including notice of his/her/its intent to appear at the Final Approval Hearing, will not be permitted to object to the Settlement and will be foreclosed from seeking any review of the Settlement or the terms of the Agreement by any means, including, but not limited to, an appeal.

Any Class Member who submits a timely written Objection will consent to deposition at the request of Class Counsel or Defendants' counsel, to occur at least 5 days prior to the Final Approval Hearing.

The failure of the Class Member to comply with the filing requirements above will be grounds for striking and/or overruling the Objection.

If you file an Objection, you will not be entitled to an extension to the Claim Form Deadline merely because you have also submitted an Objection.

Your written Objection must be sent to the Settlement Administrator with a copy to Class Counsel and Defendants' counsel **postmarked no later than January 15, 2024.** The addresses to send your objection to are as follows:

Settlement Administrator	Class Counsel
ECL Settlement Administrator	Patient Settlement Class: Jean Martin; Morgan & Morgan Complex Litigation Group 201 N. Franklin St., 7 th Floor Tampa, FL 33602 Gary M. Klinger; Milberg Coleman Bryson Phillips Grossman, PLLC
PO Box 2630 Portland, OR 97208-2630	227 W. Monroe St., Suite 2100 Chicago, IL 60606
	Gary E. Mason; Mason LLP 5335 Wisconsin Ave., NW, Suite 640 Washington, D.C. 20015
Defendants' Counsel	
Matthew Leerberg & Kristen Broz Fox Rothschild LLP 434 Fayetteville St., Suite 2800 Raleigh, NC 27601	Physician Settlement Class: Russ Ferguson, Matthew Tilley & Patrick Spaugh Womble Bond Dickinson LLP One Wells Fargo Center, Suite 3500 301 South College Street Charlotte, NC 28202

THE FINAL APPROVAL HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **February 13, 2024** before the Honorable Catherine Eagles, at the L. Richardson Preyer Courthouse for the United States District Court for the Middle District of North Carolina, located at 324 W. Market Street, Greensboro, NC 27401-2544.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for attorneys' fees and costs and expenses, and the Service Awards. If there are objections, the Court will consider them. The Court may also allow objectors to speak at the hearing.

<u>Note</u>: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing via Zoom or by phone. Any change will be posted on the Settlement Website at www.ECLSettlement.com.

19. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to come to Court to speak about it. As long as you file or mail your written objection on time, the Court will consider it.

20. May I speak at the Final Approval Hearing?

Yes, **if approved by the Court**. If you submitted a proper and timely written objection to the Settlement, you or your lawyer acting on your behalf may request to speak at the Final Approval Hearing. To do so, your objection must specify that you intend to appear at the Final Approval Hearing. **The Court will determine who, if anyone, is allowed to speak at the Final Approval Hearing based upon these requests**. For more information, please review the procedures set out in FAQ 17.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you are a member of the Patient Settlement Class and you do nothing, you will not receive a settlement benefit.

If you are a member of the Physician Settlement Class and you do nothing, you will receive the benefit of the release by the Patient Settlement Class, the cessation of collection efforts by Defendants as outlined above, and the ability to terminate contracts with Defendants without any penalty and to receive assistance in transitioning to a new vendor.

Whether you do anything or not, the Settlement still will resolve all of the allegations in the Complaints and release all claims you may have against the Released Persons (including the Defendants) regarding the Released Class Claims in the ECL Litigation.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.ECLSettlement.com, by calling 1-877-328-5803 or by writing to:

ECL Settlement Administrator PO Box 2630 Portland, OR 97208-2630

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE REGARDING THIS NOTICE.