

NOTICE OF CLASS ACTION SETTLEMENT

SOUTHERN DISTRICT OF FLORIDA

In re: Mednax Services, Inc. Data Security Breach Litigation

Case No. 21-MD-02994-RAR

If you were notified of a cybersecurity incident in or around December 2020 or January 2021 by Mednax or American Anesthesiology, you may be eligible for benefits from a class action settlement.

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

A settlement has been proposed (the “Settlement” or “Settlement Agreement”) with Mednax, Inc., Mednax Services, Inc., Pediatrix Medical Group, Inc., and Pediatrix Medical Group of Kansas, P.C. (collectively, “Mednax”) and American Anesthesiology, Inc. (individually, “AA” or collectively with Mednax, “Defendants”) in a class action lawsuit about a cybersecurity incident impacting Defendants (the “Incident”). The Settlement provides benefits as described in this notice. If you (or your minor child) are a Settlement Class Member, there are benefits available to you from the proposed Settlement. The Settlement includes all persons residing in the United States who were notified in or around December 2020 and January 2021, via either written or substitute notice, that their Protected Health Information and Personally Identifiable Information may have been involved in the cybersecurity Incident. **The easiest way to submit a claim under the Settlement is online at www.MednaxAASettlement.com.**

The Settlement provides payments and other benefits to people who submit valid claims for lost time, certain documented out-of-pocket expenses, and medical monitoring services. More specifically, the Settlement relief includes:

- **Compensation for Lost Time:** If you spent time addressing issues relating to the cybersecurity Incident, you can make a claim for reimbursement for up to 4 total hours of time at a rate of \$30.00 per hour. To submit a valid claim, you must represent that the time and/or effort spent was incurred as a result of the cybersecurity Incident.

If you spent more than 4 hours researching or remedying issues relating to the cybersecurity Incident or taking actions in response to receiving a Notice of Security Incident from Defendants, you may submit a claim for up to 10 additional hours at a rate of \$30.00 per hour. To submit a valid claim for this additional time, you must include non-self-prepared documentation supporting the time spent.

To submit a claim for any amount of lost time, if you received substitute notice of the Incident (i.e., if you believe your personal information was involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021), you must also include non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician or American Anesthesiology prior to June 17, 2020.

- **Medical Monitoring:** With this Settlement, you can submit a claim for three years of medical fraud monitoring and medical fraud protection services.

If you received substitute notice of the Incident (i.e., if you believe your personal information was involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021), you must also include non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician or American Anesthesiology prior to June 17, 2020.

- **Compensation for Out-of-Pocket Expenses:** If you have incurred actual, unreimbursed expenses as a result of the cybersecurity Incident, you can make a claim for reimbursement for up to \$5,000.00. Out-of-Pocket Expenses include: (i) unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your Personal Information; (ii) costs incurred on or after December 16, 2020 associated with accessing, freezing, or unfreezing credit reports with any credit reporting agency; (iii) other miscellaneous expenses incurred related to any out-of-pocket expense such as notary services, faxing, postage, copying, mileage, and long-distance telephone charges; and (iv) credit monitoring or other mitigating costs that were incurred on or after December 16, 2020 through the date of submission of your Claim Form. You must include documentation to support that the out-of-pocket expenses were the result of the cybersecurity Incident.

If you received substitute notice of the Incident (i.e., if you believe your personal information was involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021), you must also include non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician or American Anesthesiology prior to June 17, 2020.

ALL BENEFITS (AND THE AMOUNT PAID TO SETTLEMENT CLASS MEMBERS UNDER THIS SETTLEMENT) MAY BE HIGHER OR 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 any of the above-listed benefits. 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 involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021, you must include non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician or American Anesthesiology prior to June 17, 2020.</p> <p>For more detailed information, see Question 9.</p>	September 9, 2024
Exclude yourself from the Settlement	<p>You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt out” of the Settlement. If the Settlement becomes final, this is the only option that allows you to retain your rights to separately sue Defendants (or any Released Parties) for claims related to the cybersecurity Incident. If you opt out, you may not make a claim for benefits under the Settlement.</p> <p>For more detailed information, see Question 16.</p>	August 9, 2024
Object to or comment on the Settlement	<p>You 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 Defendants (or any Released Parties) for claims related to the cybersecurity Incident, as described in the Settlement Agreement available on the Settlement website, www.MednaxAASettlement.com.</p> <p>For more detailed information, see Question 17.</p>	August 9, 2024
Do Nothing	<p>If you do nothing, you will not be entitled to any of the above-listed benefits. If the Settlement becomes final, you will give up your rights to sue Defendants (or any Released Parties) separately for claims relating to the cybersecurity Incident or to continue to pursue any such claims you have already filed.</p>	

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

The Court that is presiding over this case still has to decide whether to grant final approval of the Settlement. Payments will be made only after the Court grants final approval of the Settlement and after any appeals are resolved.

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BASIC INFORMATION

1. What is this notice, and why was it issued?

A Court authorized this notice to inform you how you may be affected by this proposed Settlement. This notice describes the lawsuit, the general terms of the proposed Settlement and what it may mean to you. This notice also explains how to participate in, or exclude yourself from, the Settlement if your information was potentially involved in the cybersecurity Incident.

For information on how to determine if you are a Settlement Class Member, and therefore eligible for benefits under this Settlement, see Question 5.

2. What is this lawsuit about?

This lawsuit involves claims that Defendants are responsible for a cybersecurity incident involving the unauthorized access to certain Mednax Microsoft Office365 email accounts that was the subject of notices provided by Defendants in or around December 2020 and January 2021 (the “Incident”).

Defendants deny these claims and any wrongdoing. No court or other judicial entity has made any judgment or other determination of any wrongdoing by any Defendant.

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 Defendants. 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. The Class Representatives appointed to represent the Class and the attorneys for the Settlement Class (“Class Counsel,” see Question 13) believe that the Settlement is in the best interests of the Settlement 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 were notified in or around December 2020 and January 2021, via either written or substitute notice, that your Personal Information may have been involved in the cybersecurity Incident.

If you are not sure whether you are included in the Settlement, you may contact the Settlement Administrator at 1-877-403-0009 or www.MednaxAASettlement.com with questions.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

The Settlement provides:

- Compensation for lost time addressing issues related to the cybersecurity Incident;
- Compensation for unreimbursed, out-of-pocket expenses;
- Three years of medical monitoring (Question 7);
- Payment of costs of notifying Settlement Class Members and administering the Settlement;
- Payment of Attorneys’ Fees, costs, and expenses, as approved by the Court (Question 14).

Settlement Benefit: Cash Payment for Lost Time: Settlement Class Members who spent time researching or remedying issues related to the cybersecurity Incident or for any actions that were taken in response to receiving a Notice of Security Incident from Defendants can make a claim for reimbursement for up to 14 hours of time at a rate of \$30.00 per hour.

To claim reimbursement for up to 4 hours of Lost Time, you must represent that the time and/or effort spent was incurred as a result of the cybersecurity Incident. To submit a claim for more than 4 hours (up to 14 total), you must include non-self-prepared documentation supporting the time spent.

If you received substitute notice of the cybersecurity Incident (i.e., if you believe your personal information was involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021), you must also submit non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician prior to June 17, 2020.

Settlement Benefit: Payment for Unreimbursed Out-of-Pocket Expenses: Settlement Class Members that have documented out-of-pocket losses as a result of the cybersecurity Incident can make a claim for reimbursement for up to \$5,000.00. Out-of-Pocket Expenses that are eligible for reimbursement include the following:

- (i) unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your Personal Information;
- (ii) costs incurred on or after December 16, 2020 associated with accessing, freezing, or unfreezing credit reports with any credit reporting agency;

- (iii) other miscellaneous expenses incurred related to any out-of-pocket expense such as notary services, faxing, postage, copying, mileage, and long-distance telephone charges; and
- (iv) credit monitoring or other mitigating costs that were incurred on or after December 16, 2020 through the date of submission of your Claim Form.

To claim reimbursement for Out-of-Pocket Expenses, you must submit documentation supporting this claim, including, but not limited to credit card statements, bank statements, invoices, telephone records, and receipts.

If you received substitute notice of the cybersecurity Incident (i.e., if you believe your personal information was involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021), you must also submit non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician prior to June 17, 2020.

Settlement Benefit: Medical Monitoring: You can submit a claim for three years of medical monitoring and medical fraud protection services. If you received substitute notice of the cybersecurity Incident (i.e., if you believe your personal information was involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021), you must also submit non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician prior to June 17, 2020.

The Settlement Administrator will decide if your claim is valid. Only valid claims will be paid/approved. The deadline to file a claim for Lost Time, Out-of-Pocket Expenses, and/or Medical Monitoring is **September 9, 2024**. **The amount of your claim may be reduced or increased depending on the total amount of claims. See Question 8.**

7. How will the Settlement help me protect against future fraud?

Settlement Class Members can submit a claim for three years of medical monitoring and medical fraud protection. If you received substitute notice of the cybersecurity Incident (i.e., if you believe your personal information was involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021), you must also submit non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician prior to June 17, 2020.

The deadline to file a claim for Medical Monitoring is **September 9, 2024**. If you submit a valid Claim Form and elect to enroll in Medical Monitoring, you will receive enrollment instructions by email after the Settlement is final.

8. What happens if the amount of claims exceeds the amount of the Settlement?

The aggregate amount Defendants shall be responsible to pay under this Settlement Agreement is capped at \$6,000,000.00. If the total amount of Approved Claims made by Settlement Class Members, together with the Administration and Notice Costs, Attorneys' Fees, and Expenses, exceeds the aggregate cap, Approved Claims will be subject to a pro rata reduction such that the total amount of Settlement Benefits paid by Defendants does not exceed the amount of the Settlement.

HOW DO YOU RECEIVE A BENEFIT?

9. How do I file a claim for Medical Monitoring, Out-of-Pocket Expenses, or Lost Time?

To file a claim for medical monitoring, reimbursement for Lost Time, or Out-of-Pocket Expenses, you will either need to file a Claim Form with your Unique Class Member ID, which can be found on the postcard notice you received or by contacting the Settlement Administrator. If you received substitute notice of the cybersecurity Incident (i.e., if you believe your personal information was involved in the cybersecurity Incident but you did not receive written notice from Mednax or American Anesthesiology in or around December 2020 or January 2021), you do not need a Unique Class Member ID, but to file a claim for medical monitoring, reimbursement for Lost Time, or Out-of-Pocket Expenses, you must submit non-self-prepared documentation demonstrating that you or your minor child(ren) received services from a Mednax-affiliated physician prior to June 17, 2020. **The easiest way to submit a Claim Form is online, by filling out the form at www.MednaxAASettlement.com.** You can also download a paper Claim Form and return a completed Claim Form by mail addressed to:

MDX Settlement Administrator
P.O. Box 301172
Los Angeles, CA 90030-1172

The deadline to file a claim is **September 9, 2024** (This is the last day to file online and the postmark deadline for mailed claims).

QUESTIONS? VISIT WWW.MEDNAXAASETTLEMENT.COM OR CALL 1-877-403-0009

10. How will claims be decided?

The Settlement Administrator will decide whether the information provided on each Claim Form is complete and valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner, the claim will be considered invalid and will not be paid.

Approved Claims are those submitted in a timely manner and found to be valid by and in an amount approved by the Settlement Administrator.

Defendants' payments under the Settlement are subject to the aggregate cap discussed in Question 8.

11. When will I get my payment?

The Court will hold a hearing on **October 4, 2024** to decide whether to approve the Settlement Agreement. If the Court approves 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

12. 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 cybersecurity Incident against Defendants and any Released Parties when the Settlement becomes final. By releasing your legal claims, you are giving up the right to file, or to continue to pursue, separate legal claims against or seek further compensation from Defendants or any Released Parties for any harm related to the cybersecurity Incident or the claims alleged in the lawsuits—whether or not you are currently aware of those claims.

Unless you exclude yourself from the Settlement (see Question 16), 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 Defendants or any Released Parties regarding the cybersecurity Incident.

Paragraphs 2.33 and 2.34 of the Settlement Agreement define the claims and parties that will be released by Settlement Class Members who do not exclude themselves from the Settlement. You can access the Settlement Agreement and read the specific details of the legal claims being released at www.MednaxAASettlement.com.

If you have any questions, you can contact the Settlement Administrator (*see* Question 18).

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Yes. The Court appointed William B. Federman of Federman & Sherwood and Maureen M. Brady of McShane & Brady, LLC 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.

14. How will the lawyers be paid?

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, Class Counsel will ask the Court to award them Attorneys' Fees, costs, and expenses. The Court will decide the amount of fees and costs and expenses to be paid. You will not have to separately pay any portion of these fees yourself. Class Counsel's request for Attorneys' Fees and Costs (which must be approved by the Court) will be filed by **August 9, 2024** and will be available to view on the Settlement website at www.MednaxAASettlement.com. Any amount approved by the Court will be subject to the aggregate cap referenced in Question 8.

15. Will the Settlement Class Representative receive additional money?

No. The Settlement Class Representatives in this action will not receive additional money beyond the claims available to all Settlement Class Members.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I exclude myself from the Settlement?

If you are a member of the Settlement Class, 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 on this option, you may keep any rights you have, if any, against Defendants, and you may file your own lawsuit against Defendants 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.

IMPORTANT: You will be bound by the terms of the Settlement Agreement unless you submit a timely and signed written request to be excluded from the Settlement. To exclude yourself from the Settlement, you must do so online at www.MednaxAASettlement.com by **August 9, 2024** or mail a “request for exclusion,” postmarked no later than **August 9, 2024**, to:

MDX Settlement Administrator
P.O. Box 301172
Los Angeles, CA 90030-1172

The statement must contain the following information:

- (i) Identify the case name of the Action;
- (ii) Identify the name and address of the individual seeking exclusion from the Settlement;
- (iii) Be personally signed by the individual seeking exclusion (or his/her parent or legal guardian, if a minor child);
- (iv) Include a statement clearly indicating the individual’s intent to be excluded from the Settlement; and
- (v) Request exclusion only for that one individual whose personal signature appears on the request (or, in the case of a minor, the personal signature of the minor’s parent or legal guardian appears on the request).

If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Settlement, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you have the right to tell the Court what you think of the Settlement. You can object to the Settlement if you don’t think it is fair, reasonable, or adequate, and you can give reasons why you think the Court should not approve it. You can’t ask the Court to order a larger settlement; the Court can only approve or deny the Settlement as it is.

To object, you must send a written objection stating that you object to the Settlement. Your objection must include:

- (i) The case name and number of the Action;
- (ii) The name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
- (iii) A statement of whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class;
- (iv) A statement of the number of times in which the objector (and, where applicable, objector’s counsel) has objected to a class action settlement within the three years preceding the date that the objector files the objection, along with the caption of each case in which the objector has made such objection;
- (v) A statement of the specific grounds for the objection; and
- (vi) 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.

QUESTIONS? VISIT WWW.MEDNAXAASETTLEMENT.COM OR CALL 1-877-403-0009

In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

To be considered by the Court, your written objection must be filed electronically with the Court by **August 9, 2024** or mailed, postmarked no later than **August 9, 2024**, to the following addresses:

COURT	DEFENDANTS' COUNSEL	LEAD CLASS COUNSEL
Clerk of Court Wilkie D. Ferguson, Jr. United States Courthouse 400 N. Miami Avenue Miami, FL 33128	Kristine M. Brown Gavin Reinke ALSTON & BIRD LLP 1201 West Peachtree Street NW Suite 4900 Atlanta, GA 30309-3424 and to: Thomas J. Butler MAYNARD NEXSEN P.C. 1901 Sixth Avenue N., Suite 1700 Birmingham, AL 35203 and to: J.T. Malatesta POLSINELLI P.C. 2100 Southbridge Pkwy., Suite 650 Birmingham, AL 35209	William B. Federman FEDERMAN & SHERWOOD 10205 N. Pennsylvania Avenue Oklahoma City, OK 73120 and to: Maureen M. Brady MCSHANE & BRADY, LLC 4006 Central Kansas City, MO 64111

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.

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 hearing is currently scheduled to take place on **October 4, 2024 at 10:00 a.m.** before the Honorable Rodolfo Ruiz, at the United States District Court for the Southern District of Florida located at 400 N. Miami Avenue, Miami, FL 33128. This hearing date and time may be moved. Please refer to the Settlement website (www.MednaxAASettlement.com) for notice of any changes.

GETTING MORE INFORMATION

18. How do I get more information?

If you have questions about this notice or the Settlement, you may go to the Settlement website at www.MednaxAASettlement.com or call 1-877-403-0009. You can also contact the Settlement Administrator by mailing a letter to the Settlement Administrator, MDX Settlement Administrator, P.O. Box 301172, Los Angeles, CA 90030-1172, for more information or to request that a copy of this document be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them. 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. 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, its Clerks, or Defendants.