

## **A class action settlement involving Mona Vie, Inc. and MonaVie, LLC may provide benefits to those who qualify.**

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

- There is a class action about whether Mona Vie, Inc. and MonaVie, LLC (“Defendants”) may have improperly engaged in a practice, along with their independent distributors, to inflate the price of MonaVie Products through false and misleading advertising of health benefits allegedly attributable to MonaVie Products. Defendants deny these allegations and deny any wrongdoing.
- You may be eligible to receive benefits under the settlement if you qualify and timely submit a valid Claim Form.
- Your legal rights are affected whether you act, or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to receive benefits if you qualify.
ASK TO BE EXCLUDED	Receive no benefits. The only option that allows you to individually sue MonaVie over the claims at issue in this Action.
OBJECT, BUT REMAIN IN THE CLASS	Write to the Court about why you don’t agree with the settlement.
GO TO A HEARING	Ask to speak in Court about the settlement.
DO NOTHING	Get no payment. Give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who qualify. Please be patient.

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## BASIC INFORMATION

### 1. Why was this Notice issued?

A Court authorized this Notice because you may have a right to know about a Settlement of this class action, including the potential right to claim money and/or other benefits, and about all of your possible options, before the Court decides whether to give “final approval” to the Proposed Settlement. If the Court approves the parties’ Stipulation of Settlement (“Stipulation”), and after any appeals are resolved, benefits will be issued to those who qualify. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them.

Judge Joe E. Griffin in the Circuit Court of Miller County, Arkansas is overseeing this class action. The case is known as *Joe Neal Oliver, et al. v. Mona Vie, Inc., and MonaVie, LLC*, Case No. CV-2010-644-1, and was filed on December 16, 2010.

### 2. Is this the entire settlement?

No. This is only a summary of the settlement. If the settlement is approved and you do not exclude yourself from the Settlement Class, you will be bound by the Stipulation, and not just by the terms of this Detailed Notice. Capitalized terms in this Detailed Notice are defined in the Stipulation. You can review the full Stipulation online at [www.MONAVIEARSETTLEMENT.com](http://www.MONAVIEARSETTLEMENT.com), or you can write to Heffler Claims Group, 1515 Market Street, Suite 1700, Philadelphia, PA 19102, or call 1-855-585-1126 for more information.

### 3. What is this lawsuit about?

The lawsuit claims Defendants improperly engaged in a practice, along with their independent distributors, to inflate the price of MonaVie products through false and misleading advertising of health benefits allegedly attributable to MonaVie Products. Defendants deny these allegations and deny any wrongdoing. The Court has not decided who is right.

### 4. What are MonaVie Products?

“MonaVie Products” specifically and only refer to any of the following juice products manufactured and/or produced by Defendants: MonaVie Original, MonaVie Active, MonaVie Essential, MonaVie Pulse, MonaVie Kosher, MonaVie E, MonaVie E Lite, and MonaVie (M)mun.

### 5. Why is this a class action?

In a class action, one or more people called “Class Representative” (in this case Joe Neal Oliver) sue on behalf of people who have similar claims. All these people are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 6. Why is there a settlement?

**The Court did not decide in favor of the Plaintiff or Defendants, and has not found that Defendants did anything wrong.** Instead, both sides agreed to settle. That way, they avoid the cost of a trial and potentially an appeal, and the people who qualify will receive benefits pursuant to the terms of the Stipulation. The Class Representative and his attorneys think the settlement is best for all Class Members. MonaVie’s lawyers also believe a settlement is in its best interest because of the potential burden and expense of protracted litigation that would be necessary to

defend the Action through trial and through any appeals that might be taken. The settlement does not mean that Defendants did anything wrong, no trial has occurred, and no determination on the merits of Plaintiff's claims have been made.

## WHO IS IN THE SETTLEMENT

To see if you are eligible for benefits from this settlement, you first must determine whether you are a Class Member.

### 7. How do I know if I am part of the settlement?

The Class includes everyone who, between January 31, 2005 and January 31, 2013, purchased a MonaVie Product and resided in the state of Arkansas at the time of such purchase(s).

### 8. Are there exceptions to being included?

You are not included in the settlement if you exclude yourself from this case, or if you have ever submitted a MonaVie Distributor Application or enrolled as a MonaVie distributor, whether individually or on behalf of a business entity. Additionally, the following Persons are excluded from the Settlement Class: Defendants, and all Persons who are or were during the Class Period directors, officers, employees, partners, principals, shareholders and/or agents of Defendants; Class Counsel and their respective immediate families; any currently-sitting Arkansas State Court Judge or Justice, and the current spouse and all other persons within the third-degree of consanguinity to any such judge/justice; Defendants' Counsel and their respective immediate families; and any and all federal, state or local government entity, including but not limited to, their associated departments, agencies, divisions, bureaus, boards, sections, groups, councils, and/or any other subdivision, and any claim that such governmental entity(ies) may have directly or indirectly.

### 9. Understanding Class membership.

This series of true/false statements may also help you determine whether you are a Class Member. Please answer all of the questions in order.

Statement	True	False
Between January 31, 2005 and January 31, 2013, you purchased a MonaVie Product?	Continue	You are not a Class Member.
You were a resident of the state of Arkansas at the time of such purchase(s)?	Continue	You are not a Class Member.
You have never submitted a MonaVie distributor application or enrolled as a MonaVie distributor, whether individually or on behalf of a business entity?	You could be a Class Member.	You are not a Class Member.

### 10. I'm still not sure I'm included.

If you are not sure whether you are included in the Class, you should submit a Claim Form on or before September 4, 2013.

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 11. What does the settlement provide?

Under the Stipulation, MonaVie has agreed to establish a settlement fund of Four Million Five Hundred Thousand Dollars (\$4,500,000.00), inclusive of any attorneys' fees and costs (subject to the limitations set forth in paragraphs 62-63 of the Stipulation) that may be awarded by the Court, either by check and/or MonaVie Product value, to fund the payment of claims to Class Members. If the settlement is approved, the total amount of benefits owed by MonaVie (which includes the value provided to Class Members as a result of an Authorized Refund Claim, Authorized Replacement Claim, or Discount Voucher Claim) to Eligible Class Members pursuant to the terms of the Stipulation, shall not exceed \$4,500,000.00, including attorneys' fees, and may be less. If the total dollar amount of Eligible Class Members' claims submitted exceeds \$4,500,000.00, less any attorneys' fees and costs (subject to the limitations set forth in the Stipulation) that may be awarded by the Court, the payments and/or benefits owed to each Eligible Class Member pursuant to the terms of the Stipulation will be reduced proportionally on a pro rata basis.

### **YOU CANNOT RECEIVE ANY BENEFIT(S) UNLESS YOU TIMELY SUBMIT A CLAIM FORM.**

### 12. What benefits will I receive?

If you are an Eligible Class Member you will receive one or more of the following benefits from Defendants under the Proposed Settlement:

- **Authorized Refund Claims:** Class Members who timely submit a valid Claim Form and are able to provide adequate supporting documentation of the purchase of MonaVie Product(s) shall receive a full cash refund for the purchase price of the MonaVie Product(s). Acceptable documentation will consist of an original receipt from a MonaVie distributor, cancelled checks, bank statements, credit card statements or other legitimate and verifiable, documentary proof the showing payment to Defendants or a MonaVie distributor for the MonaVie Products.
- **Authorized Replacement Claims:** Class Members who do not have acceptable supporting documentation of the purchase of MonaVie Product(s) as described in the previous paragraph, will be eligible for a voucher redeemable through Defendants' website, toll-free number, and/or any authorized distributor of any MonaVie Product(s), if they timely submit, under penalty of perjury, a completed Claim Form containing, to the best of the Class Member's knowledge, as much of the following information reasonably known to such Class Member: (1) the name of the specific MonaVie Product(s) purchased, (2) the physical amount of MonaVie Product(s) purchased (*e.g.* one bottle, two pack, four pack, or six pack); (3) the complete name of the distributor(s) from whom the MonaVie Product(s) was/were purchased; (4) the location where the purchase was made, (5) the approximate date of purchase, (6) the approximate total purchase price for each individual purchase, (7) the method of purchase (*i.e.*, in person, over the Internet, etc.); (8) the method of payment; (9) the address of the distributor; and (10) the distributor's MonaVie ID number. *At a minimum*, the Claim Form must identify the name of the MonaVie distributor from whom the MonaVie Product(s) was/were purchased. The voucher will be in an amount equal to the purchase price, as identified by the Class Member on his/her/its Claim Form, of all MonaVie Products purchased by such Class Member.

- **Discount Voucher:** Class Members who timely submit a valid Discount Voucher Claim may be eligible to receive a discount voucher, redeemable through Defendants' website, toll-free number, and/or any authorized distributor of any MonaVie Product, for any product sold by Defendants. Such voucher shall be in an amount equal to fifty percent (50%) of the current purchase price of the MonaVie Product(s) identified by a Class Member on a Claim Form. To be valid, a Class Member must timely submit, under penalty of perjury, a completed Claim Form pursuant to paragraphs 54-56 of the Stipulation indicating the quantity and approximate purchase price of the MonaVie Product(s) purchased by the Class Member. Discount Vouchers are limited to three (3) per household. The discount voucher will be redeemable up to one hundred and eighty days (180) days after the Final Judgment is entered.

## HOW TO RECEIVE BENEFITS—SUBMITTING A CLAIM FORM

### 13. How can I receive benefits?

To receive benefits payable to Eligible Class Members, you must complete and timely submit a Claim Form. You can get a Claim Form at [www.MONAVIEARSETTLEMENT.com](http://www.MONAVIEARSETTLEMENT.com). You'll need to provide any information and/or documents you have demonstrating you purchased a MonaVie Product between January 31, 2005 and January 31, 2013. Claim forms are available at [www.MONAVIEARSETTLEMENT.com](http://www.MONAVIEARSETTLEMENT.com). Please read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than September 4, 2013 to:

Heffler Claims Group  
1515 Market Street  
Suite 1700  
Philadelphia, PA 19102

**ALL CLAIM FORMS MUST BE SUBMITTED / POSTMARKED NO LATER THAN SEPTEMBER 4, 2013.**

### 14. Can I submit a Claim Form for more than one type of claim?

Yes. A Class Member who is eligible to submit an Authorized Refund Claim may also be eligible to submit an Authorized Replacement Claim and/or a Discount Voucher Claim for the MonaVie Product(s) that are not included in the Authorized Refund Claim. Further, a Class Member who is not eligible to submit an Authorized Refund Claim may still submit an Authorized Replacement Claim and/or a Discount Voucher Claim.

A Class Member who is eligible to submit an Authorized Replacement Claim may also be eligible to submit an Authorized Refund Claim and/or a Discount Voucher Claim for additional MonaVie Product(s) that are not included in the Authorized Replacement Claim. A Class Member who is not eligible to submit an Authorized Refund Claim or an Authorized Replacement Claim may still submit a Discount Voucher Claim.

Whether submitting an Authorized Refund Claim, an Authorized Replacement Claim, and/or a Discount Voucher Claim, **each household should submit only one Claim Form**. For example, a husband who purchased MonaVie Products and whose wife also purchased MonaVie Products would submit one claim form on behalf of their household, detailing each person's purchase history.

**15. When will I receive my benefits?**

Payments to Eligible Class Members who submit a valid Authorized Refund Claim shall be by check. Payments to Class Members who are only eligible to receive an Authorized Replacement Voucher and/or a Discount Voucher shall be compensated in the form of a voucher. The payments and/or vouchers will be mailed to Eligible Class Members who send in a valid Claim Form on time, after the Court grants “final approval” of the settlement, any appeals are resolved, and the claims administration process described in paragraphs 57-58 of the Stipulation is completed. If Judge Griffin approves the settlement after a hearing on August 5, 2013 (see the section “The Court’s Final Approval Hearing” below), there may be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time. Please be patient.

**16. What if I disagree with my eligibility or the determination of the benefits to which I may be entitled?**

There is a process in the Stipulation to resolve disagreements between you and the Claims Administrator over whether you are eligible and, if so, the amount or type of benefits you should get. You will get further details in the letter you receive from the Claims Administrator about your settlement claim. The Stipulation available at [www.MONAVIEARSETTLEMENT.com](http://www.MONAVIEARSETTLEMENT.com) also provides more information.

**17. What am I agreeing to by remaining in the Settlement Class in this Case?**

Unless you exclude yourself, you will be part of the Settlement Class, and you will be bound by the terms of the Stipulation. This means if the Proposed Settlement is approved, you cannot sue, continue to sue, or be part of any lawsuit against Defendants asserting a Released Claim against Defendants. It also means the Court’s Orders approving the Proposed Settlement of this case will apply to you and legally bind you.

The Released Claims that you will not be able to assert if you remain a part of the Settlement Class include the following:

Any and all claims arising from or in any way related to, any act, omission, or circumstance, known or unknown, of any kind whatever, that have been alleged or which could have been alleged in the Action by any member of the Settlement Class, whether at law, in equity, or under any statute or regulation, suspected or unsuspected, or contingent or mature, arising from, or in any way related to the alleged false advertising of the MonaVie Products, as described in Plaintiff’s Complaint filed in this Action during the Class Period.

If you remain a part of the Settlement Class, you will not be able to assert these claims against Defendants, any MonaVie Distributor, any Person who, at any time, submitted a MonaVie Distributor Application, or any direct and indirect parent entity, subsidiary, division, or affiliate of Defendants, including but not limited to all of the past and present officers, directors, agents, employees, and stockholders of Defendants and all of the predecessors, heirs, estates, successors, assigns, and legal representatives of any of the entities or Persons listed in paragraph 32 of the Stipulation.

The Stipulation specifically describes the Released Claims and Released Persons in necessarily accurate legal terminology. Talk to Class Counsel (See the section on “The Lawyers Representing You”) or your own lawyer if you have questions about the Released Claims, Released Persons, or what those terms mean.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to receive any benefits from this settlement, but you want to keep the right to individually sue Defendants about the issues in this case, then you must take steps to get out. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the Settlement Class.

### 18. How do I get out of the settlement?

Class Members who wish to exclude themselves from the Settlement Class must submit written requests for exclusion. To be effective, such a request must include: (1) the Class Member's name and address; (2) a clear and unequivocal statement that the Class Member wishes to be excluded from the Settlement Class; and (3) the signature of the Class Member, or, in the case of a Class Member who is a minor, deceased or incapacitated, the signature of the legally authorized representative of that Class Member. The request must be mailed to the Claims Administrator at the address provided in the Detailed Notice and must be postmarked no later than fourteen (14) days before the date set for the Final Approval Hearing.

**Your request for exclusion must be postmarked no later than July 22, 2013 and addressed to the following address:**

**HEFFLER CLAIMS GROUP  
1515 Market Street  
Suite 1700  
Philadelphia, PA 19102**

**A REQUEST FOR EXCLUSION FROM A CLASS MEMBER THAT IS NOT POSTMARKED ON OR BEFORE JULY 22, 2013 WILL NOT BE HONORED.**

You cannot exclude yourself from the Settlement Class by telephone or by email. You cannot exclude yourself by mailing a request to any other location or after the deadline. Your exclusion letter must be signed by you. You cannot exclude yourself by having an actual or purported agent or attorney acting on behalf of you or a group of Class Members sign the letter. The right to exclude yourself from the Settlement Class must be exercised individually by an individual Class Member, not as a member of a group or subclass and, except in the case of a minor, deceased or incapacitated Class Member, not by the act of another Person acting or purporting to act on your behalf in any representative capacity.

### 19. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to individually sue Defendants for the claims this settlement resolves. You must exclude yourself from this Class to individually sue Defendants over the claims resolved by this settlement. Remember, the exclusion deadline is July 22, 2013.

### 20. If I exclude myself, can I receive any benefits from this settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for benefits.

## THE LAWYERS REPRESENTING YOU

### 21. Do I have a lawyer in this case?

The Court appointed the law firms of Keil & Goodson (Texarkana, Arkansas), Nix, Patterson & Roach, LLP (Austin, Texas); Wright, Lindsey & Jennings, LLP (Little Rock, Arkansas); and the Law Offices of George L. McWilliams, P.C. (Texarkana, Arkansas-Texas), to represent you and

other Class Members as “Class Counsel.” You do not have to pay Class Counsel. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

## 22. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys’ fees and costs from the settlement fund in an amount not greater than \$1,485,000.00. To date, Class Counsel have not received any payment for their services in conducting this litigation on behalf of the Class Representative and the members of the Settlement Class; nor have Class Counsel been reimbursed for their costs and expenses directly relating to their representation of the Settlement Class. Class Counsel will also request the Court award a service award to the Class Representative of no more than \$10,000.00 in recognition of his service to the Settlement Class. The amount of any fee or service award will be determined by the Court.

## OBJECTING TO THE SETTLEMENT

You can tell the Court if you don’t agree with the settlement or some part of it.

## 23. How do I tell the Court if I don’t agree with the settlement?

If you are a member of the Settlement Class, you may object to the Proposed Settlement or any part of the Stipulation that you think the Court should reject, and the Court will consider your views. If you timely file a written objection, you may also appear at the hearing, although you do not have to do so.

If you wish to assert an objection, you must file a written objection with the Clerk of the Court, Miller County, Arkansas, not later than fourteen (14) days before the date set in the Class Notice for the Final Approval hearing, and also mail a copy to the Claims Administrator, Heffler Claims Group, by first-class mail, postmarked no later than fourteen (14) days before the date set in the Class Notice for the Final Approval Hearing. The Claims Administrator shall forward a copy of the objection to Class Counsel and Defendants. Your objection must include: (1) the name and case number of this lawsuit (*Joe Neal Oliver, et al. v. Mona Vie, Inc., and MonaVie, LLC*, Case No. CV-2010-644-1); (2) the full name, address, telephone number and signature of the Class Member filing the objection; (3) a detailed statement of your specific objections; (4) the grounds for your objections; (5) the name, address, bar number and telephone number of the objecting Class Member’s counsel, if represented by an attorney; (6) a description of any and all evidence the objector may offer at the Final Approval Hearing, with the address of each witness and a summary of his or her proposed testimony; and (7) documentary proof of membership in the Class. The right to object to the Proposed Settlement must be exercised individually by an individual Class Member, not as a member of a group or subclass and, except in the case of a minor, deceased or incapacitated Class Member, not by the act of another Person acting or purporting to act in a representative capacity. If you or your counsel intend to appear at the hearing, you must also file a notice of intention to appear with the Court and serve copies on the Claims Administrator, Heffler Claims Group, 1515 Market Street, Suite 1700, Philadelphia, PA 19102.

**Written objections and notices of intention to appear must be filed with the Court Clerk not later than July 22, 2013, and mailed to Class Counsel and the Claims Administrator, postmarked no later than the last day to file the objection and notice of intention to appear.**

## 24. What’s the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you don’t like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don’t want to

be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you object, and the Court approves the settlement anyway, you will still be legally bound by the result.

## **THE COURT'S FINAL APPROVAL HEARING**

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

### **25. When and where will the Court decide whether to approve the settlement?**

The Court has scheduled a Final Approval Hearing at 2:00 p.m., on August 5, 2013, at the Hazel Street Courtroom located at East 5<sup>th</sup> and Hazel Streets, Texarkana, Arkansas. At this hearing, the Court will consider whether the Proposed Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Griffin may listen to people who have asked to speak about an objection according to Question 23, above. The Court may also decide how much to award Class Counsel as fees for representing the Settlement Class and whether and how much to award the Class Representative for representing the Settlement Class. At or after the hearing, the Court will decide whether to approve the Proposed Settlement. It is not known how long this decision will take.

### **26. Do I have to come to the hearing?**

If you filed a written objection, you or your lawyer acting on your behalf may attend the Final Approval Hearing, but you are not required to do so. Class Counsel will answer any questions Judge Griffin may have. But, you are welcome to come at your own expense. You may also pay your own lawyer to attend, but it's not necessary, unless you choose to have a lawyer appear on your behalf to object to the settlement.

### **27. May I speak at the hearing?**

If you submitted a proper written objection to the settlement, you or your lawyer acting on your behalf may speak at the Final Approval Hearing. You cannot speak at the Hearing if you exclude yourself.

## **IF YOU DO NOTHING**

### **28. What happens if I do nothing at all?**

If you do nothing, you'll receive no benefits from this settlement. But, unless you exclude yourself, you won't be able to individually sue Defendants for the claims at issue in this case.

## **GETTING MORE INFORMATION**

### **29. How do I get more information about the settlement?**

This Detailed Notice summarizes the Proposed Settlement. For more information, you may visit [www.MONAVIEARSETTLEMENT.com](http://www.MONAVIEARSETTLEMENT.com), you may write to the Claims Administrator at Heffler Claims Group, 1515 Market Street, Suite 1700, Philadelphia, PA 19102, or you may call 1-855-585-1126.

**DO NOT CALL OR WRITE TO THE COURT OR THE CLERK OF THE COURT. DO NOT CONTACT DEFENDANTS ABOUT THE SETTLEMENT. TELEPHONE REPRESENTATIVES ARE NOT AUTHORIZED TO CHANGE THE TERMS OF THE SETTLEMENT OR THIS NOTICE.**