

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AGREEMENT

Giercyk v. National Union Fire Insurance Company of Pittsburgh, PA et al.

In the United States District Court District of New Jersey
Case No. 2:13-cv-06272-FSH-MAH

**READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED**

This is NOT a solicitation from a lawyer. A federal court authorized this Notice.

If you were a member of an insurance plan that was endorsed by Christopher Reeve, and included disability, accident, sickness, or travel insurance, and was sometimes offered as the HealthExtras Catastrophic Accidental Disability Program, the HealthExtras Benefits program, the American Express Accidental Disability Plan, the Catastrophic Accident Plan, or the Accident Protection Plan, a class action settlement may affect you.

SUMMARY

- In the class action lawsuit referenced above, certain Plaintiffs sued the entities identified as “Defendants” in #2 below, claiming that at various times from 1999 through 2014, each was involved in the sale or underwriting of allegedly invalid or illegal disability, dismemberment, casualty, emergency accident and sickness medical expense benefit, or travel insurance coverage.
- Plaintiffs sued on behalf of all people that paid for such insurance coverage by enrolling in any of various “Benefits Programs,” as defined in #5 below.
- Defendants have denied all of Plaintiffs’ allegations and any other wrongdoing.
- After years of litigation, the Parties have agreed to settle the class action for \$15,000,000 (the “Settlement Fund”), which, after deduction of attorneys’ fees, expenses, administration costs, and case contribution awards, will be divided between two groups, depending on which insurers underwrote the policies providing a class member’s disability coverage—the “HealthExtras Settlement Class” and the “Stonebridge Settlement Class”—and then proportionately distributed to members of the separate Settlement Classes who submit valid and timely claims.
- If you paid for memberships or received any benefits from any Benefits Program at any point from 1999 through 2014, you may be a class member. Under the terms of the Settlement Agreement, you are entitled to receive a cash payment if you submit a valid claim form, in exchange for releasing all claims against the Defendants and certain other entities arising out of or relating to the Benefits Programs.
- The Court in charge of this case has not decided whether to finally approve the settlement; however, the Court has preliminarily approved the settlement as fair, adequate and reasonable. Payments will take place if the Court approves the settlement and after any appeals are resolved.

Questions? Call 1-844-245-3767 or visit www.HealthExtrasSettlement.com

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Participate in the Settlement

If you wish to receive money from the Settlement Fund, you **must** file a claim form by **March 31, 2017**. You can file the claim form on-line at www.HealthExtrasSettlement.com.

Exclude Yourself from the Settlement

If you do not want to receive money from the Settlement Fund, but you want to keep your rights to sue Defendants separately, you **must** send a letter requesting exclusion postmarked no later than **March 10, 2017**.

Object to the Settlement

If you wish to object to the Settlement, you must file a written objection with the Court, and mail copies to Class Counsel and Defendants' Counsel stating your objections. Your letter to the Court must be received no later than **March 10, 2017**.

Participate in a Hearing

You may appear in court and be heard at the time of the final approval hearing. If you submit a timely objection to the Settlement, you must also indicate in the objection that you wish to appear in court and be heard at the time of the final fairness hearing.

Do Nothing

If you do nothing with respect to this Notice, **you will not receive a payment from the Settlement Fund but you will still be bound by the terms of the Settlement**, including the release of claims described below.

These rights and options, including the deadlines by which to exercise them, are explained in this Notice below.

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BASIC INFORMATION

1. What is this about?

A Court authorized this Notice because you have a right to know about a proposed Settlement in the lawsuit known as *Giercyk v. National Union Fire Insurance Company of Pittsburgh, PA et al.*, Case No. 2:13-cv-06272-FSH-MAH, which is pending in the United States District Court for the District of New Jersey.

Plaintiffs, Stephen Giercyk, Ajay Das and James and Emma Imes filed the lawsuit on behalf of themselves and as representatives of a class of individuals (the “Class”) who paid for or received any benefits or memberships from or relating to any Benefits Programs. Plaintiffs claim that the Defendants identified below (1) were responsible for selling and underwriting group insurance to consumers who allegedly were not members of a group eligible under state law to receive such insurance; (2) falsely and deceptively advertised such insurance; and (3) collected excessive premiums or fees. Plaintiffs sought to recover damages and/or refunds from the Defendants, asserting claims for violations of state consumer protection statutes, breach of contract, the breach of good faith and fair dealing, unjust enrichment, conversion, civil conspiracy, punitive damages, and injunctive relief.

The lawsuit is related to several other lawsuits filed in other state and federal courts by the same lawyers (“Class Counsel”) that represent Plaintiffs. Like Plaintiffs, the class representatives (“Class Representatives”) in these related lawsuits allege virtually identical facts and claims against the Defendants, among others. Such related lawsuits include *Petruzzo v. Nat’l Union Fire Ins. Co. of Pittsburgh, Pa.*, No. 5:12-cv-113-FL (E.D.N.C.); *Campbell v. Nat’l Union Fire Ins. Co. of Pittsburgh, Pa.*, No. 1:14-cv-00892-RC (D.D.C.); *Gonzales v. Nat’l Union Fire Ins. Co. of Pittsburgh, Pa.*, No. 15-cv-02259 (S.D.N.Y.); *Graham v. Catamaran Health Solutions*, No. 4:14-cv-589 (E.D. Ark.), on appeal No. 16-1161 (8th Cir.); *Johnson v. Catamaran Health Solutions, LLC*, No. 15-cv-61752-RNS (S.D. Fla.), on appeal No. 16-11735 (11th Cir.); *Patel v. Catamaran Health Solutions, LLC*, No. 15-cv-61891-BB (S.D. Fla.), on appeal No. 16-10613 (11th Cir.); *Smith v. Catamaran Health Solutions LLC*, No. 3:15-cv-02846 (D.S.C.); *Waiserman v. National Union Fire Ins. Co. of Pittsburgh, Pa.*, 2:14-cv-667 (C.D. Cal.), on appeal No. 14-56813 (9th Cir.); *Watson v. Nat’l Union Fire Ins. Co. of Pittsburgh, Pa.*, No. 2:14-cv-01312 (E.D. La.); *Williams v. Nat’l Union Fire Ins. Co. of Pittsburgh, Pa.*, No. 1:14-cv-00309-MHS (N.D. Ga.), on appeal No. 16-11302 (11th Cir.); *Williams v. Nat’l Union Fire Ins. Co. of Pittsburgh, Pa.*, No. 6:14-cv-00870-MGL (D.S.C.); *Riefer v. Nat’l Union Fire Ins. Co. of Pittsburgh, Pa.*, No. 1:14-cv-21958-KMM, *Riefer v. Nat’l Union Fire Ins. Co. of Pittsburgh, Pa.*, No. CACE-14-016477 (Cir. Ct. Fla.); *Hine v. Catamaran Health Solutions, LLC*, No. BC 593510 (Super. Ct. Cal.); *Durcik v. Nat’l Union Fire Ins. Co. of Pittsburgh, Pa.*, No. 5:14-cv-1147-JRA (N.D. Ohio); *Broome v. Nat’l Union Fire Ins. Co. of Pittsburgh, Pa.*, No. 2:14-cv-156 (E.D. Tenn.); *Imes v. Catamaran Health Solutions, LLC*, No. 5:15-cv-101-FL (E.D.N.C.); *Walker v. Stonebridge Life Ins. Co.*, No. 3:13-cv-4189-B (N.D. Tex.) (collectively, including *Giercyk*, the “Actions”).

2. What businesses are involved in this Settlement?

The Defendants in the Actions are entities that Plaintiffs claim played some role at various times in the marketing, sale, or post-sale administration of the Benefits Programs and/or the underwriting of insurance coverage available to members of the Benefits Programs: HealthExtras, Inc., HealthExtras, LLC, Catalyst Health Solutions, Inc., HealthExtras Insurance Agency, Inc., Catamaran Health Solutions, LLC, National Union Fire Insurance Company of Pittsburgh, Pa., American International Group, Inc., AIG Group Insurance Trust, Virginia Surety Company, Inc., Alliant Insurance Services, Inc., Alliant Insurance Services Houston, LLC, and Alliant Services Houston, Inc. (collectively known as “Defendants”). All of these entities are involved in the Settlement.

In addition, the Settlement involves other entities that Plaintiffs have alleged were involved with the Benefits Programs, including: American Express Travel Related Services Company, Inc., Amex Insurance Services, AMEX Assurance Company, AMZ Marketing, Inc., Associated Credit Card Services, Inc., Cambria Productions, Inc., Capital One Bank, Capital One, F.S.B., Capital One Services Inc., Citibank (South Dakota), N.A., Chase Manhattan Automotive Finance Corporation, Chase Manhattan Bank, Chase Manhattan Bank USA, N.A., Christopher or Dana Reeve, Crestar Insurance Agency, Inc., CUNA Mutual Insurance Agency, Inc., First Tennessee Insurance Services, First Union Mortgage Corporation, First Virginia Banks, Inc., Fleet Credit Card Services, L.P., Fleet Bank (RI), National Association, Fleet Credit Card Services, L.P., Fleet Credit Card Holdings, Inc., FNC Insurance Agency, Globe Life and Accident Insurance Company, J.C. Penny Direct Marketing Services, Inc., KeyBank National Association, Keycorp Insurance Agency USA, Inc., Keycorp Insurance Agency, Inc., KeyBank National Association, Mass Marketing Insurance Group, Inc., North American Affinity Clubs, Inc., Onvia.com, Inc., Protective Consumer Direct, Quotesmith.com Inc., The Riggs National Bank of Washington, D.C., Reliance National Insurance Company, Sears Insurance Services, L.L.C., SunTrust Insurance Services (Georgia), Inc., Sun Trust Insurance Services (Tennessee), Inc., SunTrust Insurance Services (Florida), Inc., USA Service Group, USA Value Exchange L.P., or USA Value Exchange Partnership.

However, the Settlement does not include certain entities that Plaintiffs claim were involved in the Benefits Programs. Stonebridge Life Insurance Company, Federal Insurance Company, J.C. Penny Life Insurance Company, J.C. Penny Direct Marketing Services, Inc., and Transamerica Financial Life Insurance Company are not parties to the Settlement and have not otherwise settled any claims with Plaintiffs. As a result, certain of the Actions remain pending and will continue as to the claims Plaintiffs have made against these non-settling businesses.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case, Stephen Giercyk, Ajay Das and James and Emma Imes, among others) sue on behalf of people who have similar claims. All these people are a “Class Members” in a “Class.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Defendants deny wrongdoing

Defendants vigorously denied, and continue to deny, all of the allegations of wrongdoing in each of the Actions. The Settlement is not an admission by Defendants of any fault, wrongdoing, or liability whatsoever. Defendants instead agreed to the Settlement to eliminate the substantial burden, expenses and uncertainties of further litigation.

WHO IS IN THE SETTLEMENT CLASS

To see if you are eligible for benefits from this Settlement, you first have to determine if you are a Class Member.

5. How do I know if I am a Class Member?

You may be a Class Member if you paid for or received any benefits or memberships from or relating to any Benefits Programs. “Benefits Programs” include (1) the “HealthExtras Catastrophic Accidental Disability Program,” the “HealthExtras Benefits Program,” the “American Express Accident Disability Plan,” the “Catastrophic Accident Plan,” and the “Accident Protection Plan,” as well as (2) *any* benefits program or memberships offering any type of disability, dismemberment, casualty, emergency accident

and sickness medical expense benefit, or travel insurance, marketed or administered by HealthExtras, J.C. Penny Life Insurance Company, Stonebridge Life Insurance Company, or American Express Travel Related Services Company, Inc., among other financial institutions, or (3) that used the trade name “HealthExtras,” including any such program endorsed by Christopher Reeve, provided, however, that “Benefits Program” does not include benefits programs or memberships received as an employee of HealthExtras, Inc. or Catalyst Health Solutions, Inc.

For purposes of the Settlement Agreement, Class Members are divided into two groups. You are a member of the “HealthExtras Settlement Class” if you paid for or received any benefits or memberships from or relating to any Benefits Programs for which any insurance coverage was underwritten by the following insurance companies: National Union Fire Insurance Company of Pittsburgh, Pa., Federal Insurance Company, Reliance National Insurance Company, Zurich American Insurance Company, or AMEX Assurance Company. You are a member of the “Stonebridge Settlement Class” if you paid for or received any benefits or memberships from or relating to any Benefits Programs for which any insurance coverage was underwritten by J.C. Penny Life Insurance Company or Stonebridge Life Insurance Company.

If you are not sure whether you are included in the Class, you may call the Settlement Administrator, toll free at 1-844-245-3767 or visit www.HealthExtrasSettlement.com

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

6. What does the Settlement provide?

The Defendants have agreed to provide a Settlement Fund of Fifteen Million Dollars (\$15,000,000.00). Each Eligible Class Member will be entitled to make a claim to be paid from the Settlement Fund.

Under the terms of the Settlement Agreement, Class Counsel intend to submit an Attorneys’ Fee and Expense Application to the Court prior to Final Approval of the Settlement, and any amount awarded as fees or expenses by the Court shall be paid by the Settlement Administrator from the Settlement Fund. Defendants have agreed not to oppose any application that does not exceed five million dollars (\$5,000,000), plus costs and expenses.

On behalf of the Class Representatives, Class Counsel intends to seek Case Contribution Fees not to exceed the total amount of \$85,000.00. This amount will be shared among the Class Representatives, with each Class Representative who is a HealthExtras Settlement Class Member receiving up to \$4,000 per Benefits Program account, and each Class Representative who is a Stonebridge Settlement Class Member receiving up to \$2,500 per account. The Case Contribution Fees will be paid on a per-account basis as opposed to per person, such that joint account holders split a single Case Contribution Fee. Defendants have agreed not oppose Class Counsel’s request for Case Contribution Fees up to these amounts, which shall be paid by the Settlement Administrator out of the Settlement Fund.

After payment of administrative expenses, taxes, and the court-awarded portion of Class Counsel’s Fee and Expense Application and Case Contribution Fees, the remainder of the Settlement Fund (the “Distributable Settlement Fund”) will be paid out to Class Members as follows: Seventy-five percent of the Distributable Settlement Fund will be set aside for the HealthExtras Settlement Class. Twenty-five percent of the Distributable Settlement Fund will be set aside for the Stonebridge Settlement Class. The Distributable Settlement Fund allocated to the HealthExtras Settlement Class will then be paid to HealthExtras Settlement Class Members who timely submit valid claims on a proportionate basis, depending on how much each Member paid in membership fees for the Benefits Program in which he or she enrolled, with amounts paid prior to 2005 discounted by fifty percent. The Distributable Settlement Fund allocated to the Stonebridge Settlement Class will also be paid to Stonebridge Settlement Class

Members who timely submit valid claims on a proportionate basis, depending on how long each Member was enrolled in any Benefits Program, with payments based on the number of years enrolled.

HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM

7. How do I file a claim?

To ask for a payment, you must complete and timely submit a Claim Form. If you have not received a Claim Form, you may request one by calling the Settlement Administrator at 1-844-245-3767 or visit the Settlement Website at www.HealthExtrasSettlement.com. Please read the instructions carefully, fill out the Claim Form, and submit it online or mail it postmarked no later than March 31, 2017 to:

HealthExtras Settlement Administrator
Heffler Claims Group
P.O. Box 60167
Philadelphia, PA 19102

8. How much is my payment going to be?

After payment of administrative expenses, taxes, and the court-awarded portion of Class Attorney's Fee and Expense Application and Case Contribution Fees, the remainder of the Settlement Fund (the "Distributable Settlement Fund") will be paid out to Class Members who submit valid claim forms as set forth in #6 above.

As a result, the amount you are paid will depend on whether you are a member of the HealthExtras Settlement Class or the Stonebridge Settlement Class, how long you were enrolled in a Benefits Program, or, for members of the HealthExtras Settlement Class, how much you paid for your membership in the Benefits Programs, as well as the total number of valid claims submitted by members of your specific settlement class. Any monies that cannot be distributed for any reason shall be donated in equal shares to (a) the Buoniconti Fund to Cure Paralysis; (b) American Spinal Injury Association; (c) Paralyzed Veterans of America; and (d) Spinal Cord Opportunities for Rehabilitation Endowment pursuant to a *cypres* award of the Court.

9. When will I get my payment?

The payments will be mailed to eligible Class Members who send in timely and valid Claim Forms, after the Court grants Final Approval of the Settlement, any appeals are resolved, and the claims administration process is completed. If the Court approves the Settlement after the Final Hearing on April 20, 2017, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time. Please be patient.

10. What am I giving up to get a payment?

Unless you exclude yourself from the proposed Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants (and the other involved businesses listed in section 2, above) regarding any of the legal issues involved in the Actions. If you remain a Class Member, you will give a "release" to the Defendants described in greater detail in section 11 below. In addition, if you remain a Class Member, all of the Court's orders will apply to you and legally bind you.

The Settlement Agreement, which is available at www.HealthExtrasSettlement.com, describes the exact legal claims that you give up if you do not exclude yourself from the Settlement.

RELEASE OF CLAIMS

11. What claims am I giving up?

As part of the Settlement Agreement, the Class Representatives and all Class Members who do not exclude themselves from the Settlement agree to release the Defendants and all of their affiliates, as well as the other entities involved in the Settlement listed in # 2 above, from any and all rights, duties, claims, actions, or liabilities of any sort that arise out of or relate in any way to (i) allegations that were or could have been asserted in the Actions; (ii) the Benefits Programs, including, but not limited to the advertising, marketing, pricing, underwriting, termination, administration, regulation, approval, licensing, coverage, benefits, ownership, control, or group status of the Benefits Programs and/or the payment or nonpayment of any claims submitted under the Benefits Programs; (iii) the insurance provided in connection with the Benefits Programs, including but not limited to its regulatory compliance, enforceability, administration, scope of coverage, premiums, or loss ratios; or (iv) any other obligations owed by any Defendant to any Class Member as a direct or indirect result of the Class Member's enrollment in the Benefits Programs and/or any benefit provided to any Class Member as a result of their enrollment in the Benefits Programs.

The Class Representatives and Class Members who stay in the Class specifically do not release claims they may have against Stonebridge Life Insurance Company, Federal Insurance Company, or J.C. Penny Life Insurance Company. However, Class Representatives and all Class Members agree that if they obtain any recovery against any non-settling party (including Stonebridge Life Insurance Company, Federal Insurance Company, or J.C. Penny Life Insurance Company) regarding the Benefits Programs or the claims asserted in the Actions, they shall voluntarily reduce any such recovery they obtain by the amount necessary to satisfy or otherwise prevent "Contribution Claims" that the non-settling party might assert against Defendants. "Contribution Claims" include any claim for subrogation, contribution or indemnification arising out of or relating to the Benefits Programs or the Actions, as well as any claim in connection with which the injury the non-settling party claims to have suffered includes the non-settling party's actual or threatened liability to Class Members, or any other costs or expenses (including necessary attorneys' fees) incurred in connection with claims threatened or asserted by Class Members.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to individually sue the Defendants about the issues in this case, then you must take steps to exclude yourself from the Settlement. This is called "opting out" of the Settlement Classes.

12. How do I exclude myself from this Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from *Giercyk v. National Union Fire Insurance Company of Pittsburgh, PA et al.*, Case No. 2:13-cv-06272-FSH-MAH. You must include your full name, address, and your signature. You must also include a clear statement that you wish to be excluded from the Settlement Classes. You must mail your request for exclusion postmarked by March 10, 2017 to the address below. You cannot exclude yourself on the phone or by email.

HealthExtras Settlement Administrator
Heffler Claims Group
P.O. Box 60167
Philadelphia, PA 19102

13. If I do not exclude myself, can I still sue the Defendants?

No. Unless you exclude yourself, you give up any right to individually sue the Defendants (and the other businesses involved in the Settlement listed in section 2) for the claims that this Settlement resolves. You must exclude yourself from this Class to individually sue the Defendants over the claims resolved by this Settlement. The deadline to exclude yourself is March 10, 2017.

14. If I exclude myself, can I still get a payment?

No. If you exclude yourself you will not get a payment from the Settlement Fund and you do not need to submit a Claim Form.

OBJECTING TO THE SETTLEMENT

15. What if I do not agree with the terms of the Settlement?

If you are a Class Member (and **have not excluded yourself**), you can object to the Settlement if you do not agree with its terms. You can give reasons why you think the Court should not approve the Settlement. You can also object to Class Counsel's Attorneys' Fee and Expense Application and/or the payment of Case Contribution Award to the Class Representatives.

To object to the Settlement, you must mail a letter to the Clerk of the Court, Class Counsel and Defendants' Counsel and include the following:

- (a) The name of this Action (*Giercyk v. National Union Fire Insurance Company of Pittsburgh, PA et al.*, Case No. 2:13-cv-06272-FSH-MAH);
- (b) Your full name, address and telephone number;
- (c) An explanation of the basis upon which you claim to be a Class Member;
- (d) All grounds for the objection, accompanied by any and all legal or factual support for the objection known to you or your counsel;
- (e) The identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application and all legal or factual support for such fees;
- (f) The identity of all counsel representing you who will appear at the Final Approval Hearing (if any);
- (g) A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- (h) Your signature (an attorney's signature shall not be deemed sufficient to satisfy this requirement).

16. What is the difference between Objecting and Excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. If you object, and the Court approves the Settlement anyway, you will still be bound by the result. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you cannot object because the case no longer affects you.

THE LAWYERS REPRESENTING YOU

17. Do I need to get a lawyer?

The Court has appointed (1) Joseph H. Aughtman, of Aughtman Law Firm, LLC in Montgomery Alabama, (2) Richard M. Golomb and Kenneth Grunfeld of Golomb & Honik, P.C. in Philadelphia, Pennsylvania and (3) Aaron Hemmings of Hemmings & Stevens, P.L.L.C of Raleigh, North Carolina 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.

18. How will the lawyers be paid?

Class Counsel intends to submit a Fee and Expense Application, seeking an award based on the value of the Settlement and the work performed in an amount not to exceed five million dollars (\$5,000,000), plus expenses. Defendants have agreed not oppose Class Counsel’s Attorneys’ Fee and Expense application up to this amount. The motion for Fees and Expenses will be posted on the Settlement Website, www.HealthExtrasSettlement.com, after it is filed. The Court currently is scheduled to decide whether to approve the motion at the Final Approval Hearing.

THE COURT’S SETTLEMENT 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 do not have to.

19. When will the Court decide whether to approve this Settlement?

The Court has scheduled a Final Approval Hearing at 2:00 p.m., on April 20, 2017, in the Courtroom MLK 2A at 50 Walnut Street in Newark, New Jersey 07101. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Judge may listen to people who have asked to speak about an objection. The Court may also decide to approve the Class Counsel’s Fee and Expense Application and Case Contribution Award. During the hearing, the Court may decide whether to approve the Settlement. It is not known how long the hearing or any decision will take. If the hearing is rescheduled, the new date and time will be available on the settlement website.

20. Do I have to attend the Hearing?

You may attend the Hearing if you wish, but you are not required to do so. Class Counsel will represent you and answer any questions the judge may have. If you filed a written objection, you or your lawyer acting on your behalf may attend the Final Approval Hearing and ask to speak at the Hearing, but you are not required to do so, and must state in your objection that you would like the opportunity to be heard. You may also pay your own lawyer to attend, but it is not necessary to do so, unless you choose to have a lawyer appear on your behalf to object to the Settlement.

IF YOU DO NOTHING

21. What happens if I do nothing?

If you do nothing, you will not receive a payment from the Settlement Fund. But, unless you exclude yourself, you will still be bound by the Settlement and you will not be able to individually sue the Defendants for the claims resolved in the Settlement. You will also be legally bound by all of the orders the Court issues and judgments the Court makes concerning the lawsuit.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. For more information, including copies of the Settlement Agreement, Claim Forms, and other legal documents, visit the settlement website at, call the Settlement Administrator at 1-844-245-3767, visit the settlement website at www.HealthExtrasSettlement.com or write to:

HealthExtras Settlement Administrator
Heffler Claims Group
P.O. Box 60167
Philadelphia, PA 19102

Please do not contact the Court.