

NOTICE OF SETTLEMENT

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

THIS NOTICE IS FOR ILLINOIS PHYSICIANS AND HEALTHCARE PROVIDERS WHO, FROM AUGUST 19, 2014, TO APRIL 3, 2020, SUBMITTED AN INVOICE FOR REIMBURSEMENT OF SERVICES TO CERTAIN INSURERS OR TPAs IN CONNECTION WITH THE TREATMENT OF AN EMPLOYEE COVERED BY THE PROVISIONS OF THE ILLINOIS WORKERS COMPENSATION ACT AND DID NOT RECEIVE INTEREST ON INVOICES PAID 30 DAYS AFTER RECEIPT. YOU MAY BE ELIGIBLE FOR BENEFITS FROM THIS CLASS ACTION SETTLEMENT.

A federal court authorized this notice. This is not a solicitation from a lawyer. The Court has not decided in favor of either side in the litigation. The parties have agreed to a settlement and this is notice to you of the Settlement and how you may be affected.

- A class action lawsuit was filed in 2017 on behalf of Illinois Physicians and Healthcare Providers, contending that the named Defendants in the class action have not paid statutorily-required interest to Illinois Physicians and/or Healthcare Providers on invoices requesting reimbursement for medical services rendered to injured workers under policies issued or administered by named Defendants, which were paid more than thirty (30) days after receipt of all necessary data elements, allegedly in violation of the Illinois Workers' Compensation Act, 820 ILCS 305, *et seq.* and the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq.* (the "Action").
- Different insurance companies and third-party claims administrators ("TPAs") are named as Defendants in the Action.
- Records from one or more of these Defendants (and/or their affiliates) show that you are or were an Illinois Physician or Healthcare Provider who may have submitted at least one medical invoice subject to this Settlement (the "Settlement"). You may be eligible for a monetary payment of interest under this Settlement.
- This notice relates to your potential eligibility for a limited interest payment on such invoices, provided you participate in the claims process, timely submit a Claim Form, and provide the data and/or documents required in the Claim Form.
- Your legal rights are affected by whether you act, or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
YOU CAN SUBMIT A CLAIM FORM	This is the only way to obtain a monetary payment under this Settlement if you qualify.
YOU CAN ASK TO BE EXCLUDED	If you ask to be excluded, you will not be eligible to receive a monetary payment under the Settlement and you should not submit a Claim Form. You may not object. You may sue the Defendants as part of another lawsuit over the claims resolved by this Settlement.
YOU CAN OBJECT	You can write to the Court about why you don't agree with the Settlement. If you object, you will still be eligible to receive benefits under the Settlement if it is approved and provided that you submit a valid Claim Form.
YOU CAN GO TO A HEARING	If you do not ask to be excluded, you can ask to speak in Court about the Settlement.
YOU CAN DO NOTHING	If you do nothing, you give up rights to sue any of the Defendants as part of another lawsuit over the claims resolved by this Settlement and you will not be eligible for any monetary payment under the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.

**QUESTIONS? CALL 1-866-977-1110 TOLL-FREE, OR VISIT
www.BeattyInterestClassAction.com**

- This notice summarizes the proposed Settlement. For precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.BeattyInterestClassAction.com or by calling **1-866-977-1110**. Capitalized terms not defined herein have the meaning assigned to them in the Settlement Agreement.
- The Court in charge of this Action still has to decide whether to approve the Settlement. Monetary payments under the Settlement will only become available if the Court approves the Settlement and the Settlement becomes final. Your patience during this process is greatly appreciated.

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www.BeattyInterestClassAction.com

BASIC INFORMATION

1. Why was this notice issued?

You have received this notice because records from one or more of the Defendants or their affiliates show that you are or were an Illinois Physician or Healthcare Provider who may have submitted a medical invoice(s) subject to this Settlement. The invoice(s) may have been submitted to one or more of the Defendants or their affiliates. You may be eligible for a monetary payment under this Settlement.

A Court authorized this notice because you have a right to know about a Settlement of this class action, and about all of your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the Action, the Settlement, your legal rights, and the benefits provided by the Settlement.

The United States District Court for the Southern District of Illinois is overseeing this class action. The case is known as *Beatty, et al., v. Accident Fund General Insurance Company, et al.*, No. 3:17-cv-01001-NJR-DGW. The entity that sued is called the “Plaintiff,” and the companies it sued are called the “Defendants.” In this notice, all references to “Defendants” hereinafter include the Defendants named in the Action and their affiliates that are also included in this Settlement.

2. What is this lawsuit about?

This lawsuit was filed in 2017 on behalf of Illinois Physicians and Healthcare Providers, contending that the named Defendants in the class action have not paid statutorily-required interest to Illinois Physicians and/or Healthcare Providers on invoices requesting reimbursement for medical services rendered to injured workers under policies issued or administered by named Defendants, which were paid more than thirty (30) days after receipt of all necessary data elements, allegedly in violation of the Illinois Workers’ Compensation Act, 820 ILCS 305, *et seq.* (“IWCA”) and the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq.* All Defendants strongly deny any liability in this case.

Different insurance companies and TPAs are named as the Defendants. In the Settlement Agreement, you will see the terms “Carrier Defendant(s)” and “TPA Defendant(s).” The term “Carrier Defendant(s)” means all Defendants that issue policies of insurance, and also their affiliates who have agreed to be bound to and participate in the Settlement of the Action. The term “TPA Defendant(s)” means all Defendants who are TPAs, and also their affiliates who have agreed to be bound to and participate in the Settlement of the Action. You may have had dealings with one or more of these Defendants, but not necessarily all of them. You may also have had dealings with the following entities that are not named as parties in the Action, but are included in a limited capacity in this Settlement: (i) non-party TPAs that administered claims on behalf of the Carrier Defendants, (ii) other insurance carriers on behalf of whom TPA Defendants administered claims, and (iii) self-insured employers on behalf of whom TPA Defendants administered claims.

3. What is the class and why is this a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of people who the court determines have similar claims. Collectively, these people are a “Class” and, individually, are “Class Members.” Because this is a class action, one court resolves the issues for all Class Members, except for any persons that could be Class Members who exclude themselves from the Class.

The Class is defined as follows: All Illinois Physicians and/or Healthcare Providers who: (i) submitted an invoice for reimbursement of services in connection with the treatment of an employee covered by the provisions of the IWCA to a Defendant (or its agent) that was paid from August 19, 2014, through the date of April 3, 2020, (ii) were paid more than thirty (30) days after the invoice was received by the Defendant (or its agent), and (iii) were not paid any interest on that invoice, but excludes anyone who meets the foregoing criteria who timely excludes themselves from the Class. (Each physician and healthcare provider who is a member of the Class is a Class Member).

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to settle this case to avoid the cost and risk of trial. The Settlement does not mean that any law was broken or that any Defendant did anything wrong. The Defendants deny all allegations and claims in this case. The Class Representative and its lawyers think the Settlement is in the best interest of all Class Members.

QUESTIONS? CALL 1-866-977-1110 TOLL-FREE, OR VISIT
www.BeattyInterestClassAction.com

WHO IS IN THE SETTLEMENT

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 part of the Settlement?

You must meet all four of the following requirements:

- You must be an Illinois Physician or Healthcare Provider as defined in Paragraph 21 of the Settlement Agreement.
- You must have submitted an invoice for reimbursement of services in connection with the treatment of an employee covered by the provisions of the IWCA to a Defendant (or its agent) that was paid from August 19, 2014, through April 3, 2020.
- You must have been paid more than thirty (30) days after the invoice was received by the Defendant (or its agent).
- Finally, you must not have been paid any interest on that invoice.

6. Which bills or invoices are included?

You must have sent the invoice to a Defendant (or its agent), and it must have been paid more than thirty (30) days after the Defendant (or its agent) received it. The invoice must relate to the treatment of an employee covered by the provisions of the IWCA. Only invoices paid from August 19, 2014, to April 3, 2020, are subject to payment under this Settlement. Invoices paid outside that date range are not subject to any claim payments. Invoices paid prior to the foregoing date range are Released Claims, as described in Paragraph 34 of the Settlement Agreement and the Court's Final Approval Order and Judgment, for which no payment is available. No Class Member can include claims handled by any Defendant on behalf of the State of Illinois because such claims are excluded from this Settlement.

7. What can I do if I am still not sure if I am included in the Class?

The Claims Administrator (as defined in Paragraph 50(a) and Paragraph 53 of the Settlement Agreement) is available to answer your questions and can be contacted free of charge at **1-866-977-1110**. Class Counsel are also available to answer your questions. Class Counsel represent the Class Members, not the Defendants.

8. What does the Settlement provide?

If you are a Class Member, and you submit a valid Claim Form, the Settlement provides as follows:

A portion of simple interest for claims shall be paid on the number of days over thirty (30) either (i) between the date an invoice was received by the Defendant (or its agent) and the date the invoice was paid, or (ii) between the date additional data elements were thereafter received by the Defendant (or its agent) and the date the invoice was paid. The initial interest shall be computed on a per diem rate as if interest was calculated at 12% per year (for example, if an invoice was paid ten [10] days late, the initial interest amount is [10] days' worth of interest). The portion of the initial interest a Class Member will receive is set forth below.

The date an invoice was received by the Defendant (or its agent) will be determined by the Class Member's submissions and data in Defendants' records. Each Defendant has the right to deny any Class Member's claim on the basis that the Class Member, in submitting the Claim Form and responding to any subsequent request for information pursuant to Section XIII of the Settlement Agreement, did not provide the required data or documents necessary for the Defendant to locate the claim in its records, or that the Class Member is not otherwise entitled to payment under the terms of this Settlement.

Partial simple interest payments on valid claims shall be made as follows:

- a. An amount equal to fifteen percent (15%) of the amount of interest on claims paid in excess of one hundred twenty (120) days after receipt of an invoice or additional documents, data or information by the entity administering the claim (including Carrier Defendants, TPA Defendants on behalf of any insurance carrier, and non-party TPAs on behalf of any Carrier Defendant),
- b. An amount equal to 50% of the amount of interest on claims paid between thirty-one (31) and one hundred twenty (120) days after receipt of the invoice or additional documents, data or other information by the entity administering the claim (including Carrier Defendants, TPA Defendants on behalf of any insurance carrier or self-insured employer, and non-party TPAs on behalf of any Carrier Defendant), and
- c. An amount equal to 35% of interest on claims paid between thirty-one (31) and one hundred twenty (120) days after receipt of an invoice or additional documents, data or information by a TPA Defendant where the TPA Defendant administered the claim on behalf of a self-insured employer.

Total payments made to all Class Members shall not exceed \$10,000,000.00, as follows: a) \$9,500,000.00 allocated to each Defendant and its affiliates (with each group of affiliated Defendants referred to as a "Defendant Group") on a pro rata share basis, with percentages calculated according to the Defendants' Claim Data as described in Section VI of the Settlement Agreement (the "Individual Cap(s)"), and b) \$500,000.00 to serve as a floating amount that will be allocated to any Defendant Group where valid claim payments owed exceed the Defendant Group's Individual Cap (the "Floating Amount"). So, for example, if Defendant Group XYZ has a cap of \$50,000.00, and it must pay out claims in the amount of \$75,000.00, \$25,000.00 of the Floating Amount would be allocated to Defendant Group XYZ so Class Members do not need to take less than the percentages set forth above. Should several Defendant Groups' Individual Caps and the Floating Amount be exceeded, the Floating Amount will be distributed to the Defendant Groups who require additional funds on a pro rata basis based on the percentage the amount in excess of each Defendant Group's Individual Cap that would be required to pay all of the Defendant Group's valid claims in full. For example, if multiple Defendant Groups exceed their Individual Caps such that an additional \$800,000.00 would be needed to satisfy all claims in full, and Defendant Group XYZ was responsible for \$200,000.00 of that overage, Defendant Group XYZ would be allocated 25% (or \$125,000.00) of the \$500,000.00 Floating Amount. Should a Defendant Group's Individual Cap and its allocation of the Floating Amount be exceeded, claim payments made by that Defendant Group will be prorated to bring the payments within the Individual Cap.

HOW TO APPLY FOR BENEFITS

9. How can I apply for benefits?

To ask for monetary benefits, you must complete and mail the enclosed Claim Form. You can also get another copy of the Claim Form at www.BeattyInterestClassAction.com. The Claim Form describes what you must do to apply for benefits, and what data and/or documents will be required depending on the type of claim you are submitting. You must fully complete the Claim Form and provide all required data and/or documents. If you submit an incomplete Claim Form or the Defendant requires additional information, you will be notified that your Claim Form is deficient (in a “Deficiency Notice”), and you will have thirty (30) days from the date of the postmark on the Deficiency Notice to provide the requisite information.

Please read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **January 21, 2021**, to:

Beatty v. Accident Fund Claims Administrator
P.O. Box 4234
Portland, OR 97208-4234

If you return a timely Claim Form (and/or timely respond to any Deficiency Notice with the requested information or documents), you will receive a benefits determination letter within two hundred eighty-five (285) days of December 7, 2020. If you have questions about the claim process, you can call the Claims Administrator at 1-866-977-1110 at no cost to you. You may also call Class Counsel.

10. How will my benefits be determined?

The parties have agreed to a claims-made settlement payment structure, requiring you to submit a timely and complete Claim Form and respond to any Deficiency Notice in a timely and complete manner. The Defendant at issue will determine, based solely on the Class Member’s submission and data in Defendants’ records, how much, if any, interest is owed to the Class Member. Defendants’ records include (i) the claim data Defendants compiled on spreadsheets prepared in connection with this Action, and (ii) documents from each Defendant’s claims, contract or other files on which Defendants may rely with respect to any claim.

You will then be informed of your eligibility for benefits in a benefit determination letter. If you disagree with the final determination of your claim, you may mail a notice of appeal to the Claims Administrator, explaining the basis for your appeal or disagreement and the amount you claim should be due. Your notice of appeal must be postmarked no later than thirty (30) days from the postmark date on the final determination letter sent to you. If you timely submit a notice of appeal, you and counsel for the Defendant against whom the claim in dispute is against must meet and confer in an effort to resolve the dispute. The meet and confer must take place within thirty (30) days of the postmark date of your notice of appeal.

In the event you and the Defendant cannot reach an agreement, you may submit the dispute to an independent neutral evaluator (previously selected by Defendants and approved by Plaintiff) within thirty (30) days after the conclusion of the meet and confer period. Your submission to the neutral evaluator must include the amount of the payment to which you believe you are entitled. The neutral evaluator will issue a binding, non-appealable decision. Defendants shall pay the neutral evaluator’s fees, except that the Class Member will pay 25% of those fees, up to but not to exceed the value of any disputed claim payments due to the Class Member if the neutral evaluator finds in the Defendants’ favor. The neutral evaluator may spend a maximum of one (1) hour to evaluate and resolve all disputes between the Class Member and any one Defendant Group. Additionally, if a Class Member has multiple claims against any Defendant Group to submit to the neutral evaluator, those claims shall be submitted in bulk as part of one neutral evaluation. Such a submission, however, must separately itemize the specific amounts claimed to be the responsibility of a particular Defendant for a particular disputed claim. Failure to provide such specifics will result in denial of your claim. In the event a Class Member submits multiple claims disputes against a Defendant Group for determination by the neutral evaluator, for the purposes of apportioning the neutral evaluator’s fees between the Class Member and the Defendant Group, the fees of the neutral evaluator will be allocated to the various claims equally.

Decisions of the neutral evaluator are final and may not be appealed further.

QUESTIONS? CALL 1-866-977-1110 TOLL-FREE, OR VISIT
www.BeattyInterestClassAction.com

11. When will I get my benefits?

If you are a Class Member and you send in a valid Claim Form on time, any benefits you may be eligible for will be paid after the Court grants final approval of the Settlement, any appeals to the federal appellate courts of the final Settlement approval are barred or resolved, and the claims process is fully completed.

12. Will receiving benefits impact my taxes?

Receiving benefits under the Settlement could have tax consequences for you, depending on your personal circumstances. Neither the Plaintiff nor the Defendants, nor any of their counsel, can provide advice concerning the possible tax consequences for you. You should consult with your own tax advisor regarding the tax consequences of any payments, contributions or credits provided under the Settlement along with any tax reporting obligations.

13. What am I giving up to get benefits or stay in the Class?

If the Settlement becomes final, Class Members that submit a Claim Form or do nothing at all will be releasing the Defendants from all of the claims described and identified in the Settlement Agreement. That means you will no longer be able to sue the Defendants regarding any of the claims described in the Settlement Agreement. You will also be releasing some non-parties (including non-party TPAs administering claims on behalf of a Carrier Defendant, non-party self-insured employers for whom TPA Defendants administered claims, and non-party insurance carriers for whom TPA Defendants administered claims) from claims that could have been brought in the Action and Settlement against a Carrier Defendant or TPA Defendant. You will be bound by all of the provisions in the Settlement Agreement, including granting to Defendants a full and complete release of all Released Claims, as described in Paragraph 34 and Section XI of the Settlement Agreement, as will be set forth in the Court's Final Approval Order. The full Release is also set forth below:

As an essential term of this Settlement and in consideration of the benefits and provisions contained in this Agreement, all Class Members (including Plaintiff and regardless of whether the Class Member submits a Claim Form) on behalf of themselves and their respective past, present, or future agents, parent entities (including intermediate and ultimate parents), subsidiary and/or affiliate corporations, Legally Authorized Representatives, representatives, trustees, parents, relatives, estates, successors, heirs, executors and administrators (the "Releasers") promise, covenant, and agree that, upon the Effective Date, the Releasers shall make the following releases:

- a. Releasers fully and irrevocably release, acquit, and forever discharge Defendants and their past, present, and future parent entities (including intermediate and ultimate parents), subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective past, present, and future agents, officers, directors, employees, representatives (including but not limited to Legally Authorized Representatives), attorneys, heirs, administrators, executors, and insurers from any liability for the Released Claims;
- b. Releasers hereby release, acquit, and forever discharge non-party insurance carriers (other than Defendants) and self-insured employers on behalf of whom any TPA Defendant administered claims under workers compensation policies during the Class Period, their past, present, and future parent entities (including intermediate and ultimate parents), subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective past, present, and future agents, officers, directors, employees, representatives (including but not limited to Legally Authorized Representatives), attorneys, heirs, administrators, executors, and insurers from any liability for the Released Claims, which include only claims that were or could have been brought in this Action against Defendants; and
- c. Releasers hereby release, acquit, and forever discharge non-party TPAs that administered claims on behalf of any Defendant and their past, present, and future parent entities (including intermediate and ultimate parents), subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective past, present, and future agents, officers, directors, employees, representatives (including but not limited to Legally Authorized Representatives), attorneys, heirs, administrators, executors, and insurers from any liability for the Released Claims, which include only claims that were or could have been brought in this Action against Defendants.

QUESTIONS? CALL 1-866-977-1110 TOLL-FREE, OR VISIT
www.BeattyInterestClassAction.com

All Class Members hereby agree that they shall not hereafter seek to sue or otherwise establish liability against any Released Person based, in whole or in part, on any of the Released Claims.

IN ADDITION, EACH CLASS MEMBER HEREBY EXPRESSLY WAIVES AND RELEASES, UPON THE EFFECTIVE DATE, ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY § 1542 OF THE CALIFORNIA CIVIL CODE OR ANY OTHER STATUTE, LAW OR PRINCIPLE OF COMMON LAW, WHICH IS SIMILAR, COMPARABLE, OR EQUIVALENT TO § 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS:

- a. “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

For the purposes of the foregoing Release, “Released Claims” means and includes any and all known claims and Unknown Claims, including those accruing before the Class Period, rights, demands, actions, causes of action, or suits of whatever kind or nature, debts, liens, liabilities, agreements, interest, costs, expenses, attorneys’ fees, losses, or damages (whether actual, consequential, treble, statutory, and/or punitive or exemplary or other) arising from or in any way related to allegations concerning Defendants’ (or their agents’) payment of interest (or calculations thereof) on invoices requesting payment for medical or other healthcare (or healthcare related) services rendered to injured workers insured under workers compensation policies issued and/or administered by Defendants: (i) which were paid thirty-one (31) days or more after receipt of the invoice, (ii) which were allegedly paid in violation of the IWCA or the ICFA, or (iii) which were brought or could have been brought in the Action against Defendants. This definition explicitly excludes (i) claims for allegedly unpaid interest on late-paid claims by any Defendant on behalf of the State of Illinois as employer, and (ii) any claim or cause of action for enforcement of this Agreement and/or the Final Approval Order and Judgment.

For the purposes of the foregoing Release, “Unknown Claims” means any claims arising out of facts found hereafter to be other than or different from the facts now believed to be true, relating to any matter covered by this Agreement, as to any of the Released Claims, as specifically defined above, so that each Class Member shall be deemed to have expressly waived any and all Unknown Claims relating to any matter covered by this Agreement to the full extent permitted by law, and to the full extent of claim preclusion and *res judicata* protection.

The foregoing Release includes any Released Claims you now have or ever had relating to the allegations in this Action. The Release does not prevent you from making a future claim to enforce the terms of the Settlement Agreement or other claims unrelated to this matter. You should also consult the Settlement Agreement at www.BeattyInterestClassAction.com for further details. You can also call the toll-free number (1-866-977-1110) to ask additional questions about the Settlement. You can also consult Class Counsel (see “Do I have a lawyer in this case?” section), or you can, at your own expense, talk to your own lawyer if you have any questions about the Settlement, the Released Claims or what they mean.

QUESTIONS? CALL 1-866-977-1110 TOLL-FREE, OR VISIT
www.BeattyInterestClassAction.com

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and do not want any benefits to which you may be entitled from this Settlement, but you want to keep the right to sue a Defendant about the issues resolved by the Settlement that relate to the monetary benefits offered, then you must take steps to get out of the Settlement. This is called excluding yourself from the Class—or is sometimes referred to as “opting out” of the Class.

14. How do I get out of the Settlement if I don't want to participate?

If you are a Class Member, to exclude yourself from the Settlement, you must send a copy of the Exclusion Form you received with this notice by mail saying that you want to be excluded from *Beatty, et al. v. Accident Fund General Insurance Company, et al.* Be sure to include all information required by the Exclusion Form. Your Exclusion Form must be postmarked by **November 7, 2020**, and mailed to the following address:

Beatty v. Accident Fund Claims Administrator
P.O. Box 4234
Portland, OR 97208-4234

You cannot exclude yourself on the phone, by email, or at the website.

15. If I am a Class Member and do not exclude myself, can I sue any of the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue any Defendant (and certain non-parties) for any of the claims that this Settlement resolves. You must exclude yourself to start your own lawsuit, continue with a lawsuit, or be part of any other future lawsuit seeking damages relating to the claims in this Action. Remember, the exclusion deadline is **November 7, 2020**.

16. If I exclude myself, can I get benefits from this Settlement?

No. If you exclude yourself, you may not apply for any monetary payments under the Settlement and you cannot object to the Settlement. However, if you ask to be excluded, you may sue, continue to sue, or be part of a different lawsuit against one or more of the Defendants (or the non-parties provided limited releases in this Settlement) in the future relating to the claims in this Action. If you ask to be excluded, you will not be bound by anything that happens in this lawsuit relating to this Settlement.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

The Court appointed The Simon Law Firm, P.C. and The Wendt Law Firm to represent you and other Class Members as “Class Counsel.” You do not have to personally pay Class Counsel. Class Counsel are available to answer any questions you may have about this Settlement or the claim process. You may also call the Claims Administrator at the toll-free number **1-866-977-1110** with any questions. 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 will ask the Court for a combined award of attorneys’ fees and expense reimbursements not to exceed \$3,025,000.00, and also an incentive fee to the class representative in an amount not to exceed \$20,000.00. The Court must approve all payments and may award less than these amounts. The Defendants will pay the fees, expenses and incentive fee if the Settlement is finally approved by the Court. The Defendants will also pay the costs to administer the Settlement, except for any amount of the neutral evaluator’s fees a Class Member may owe in the event the neutral evaluator finds in favor of a Defendant for a particular disputed claim in the appeals process.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you do not agree with the Settlement or some part of it.

19. How do I tell the court if I do not like the Settlement?

If you stay in the Class and you do not want the Court to approve the Settlement as written, you may file a written objection with the Clerk of the Court. You can give reasons why you think the Court should modify or not approve the Settlement. To object, file a written statement with the Clerk of the Court saying that you object to *Beatty, et al. v. Accident Fund General Insurance Company, et al.* Be sure to include the case number (3:17-cv-01001-NJR-DGW) and (a) your name, address, telephone number, and tax identification number, (b) your signature, (c) a statement of whether you intend to appear at the Fairness Hearing, either in person or through counsel, (d) a detailed statement of the specific legal and factual basis for each and every objection, (e) a list of any and all witnesses whom you may call at the Fairness Hearing, with the address of each witness and a summary of his or her proposed testimony, and (f) a detailed description of any and all evidence you may offer at the Fairness Hearing, including photocopies of any and all exhibits which you may introduce at the Fairness Hearing. You must file your objection no later than **November 7, 2020**. You must also serve your written objection on Class Counsel and counsel for Defendants via the Claims Administrator, postmarked no later than **November 7, 2020**, at the address set forth in the following address:

Beatty v. Accident Fund Claims Administrator
P.O. Box 4234
Portland, OR 97208-4234

If you intend to appear at the Fairness Hearing, you must also (i) file a notice of intention to appear with the Clerk of the Court by **November 7, 2020**, and (ii) serve the notice of intention to appear on Class Counsel and counsel for Defendants via the Claims Administrator at the address set forth (above), postmarked no later than **November 7, 2020**, and comply with all other requirements of the Court for such an appearance.

If you intend to appear at the Fairness Hearing through an attorney hired at your own expense to object to the Settlement, your attorney must (i) file a notice of appearance with the Clerk of the Court by **November 7, 2020**, (ii) serve a copy of that notice of appearance on Class Counsel and counsel for the Defendants via the Claims Administrator at the address above by **November 7, 2020**, and (iii) comply with all applicable laws and rules for filing pleadings and documents.

20. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don't like something about the Settlement. You can only object if you are a Class Member and choose to stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class at all. If you exclude yourself, you have no basis to object to this Settlement because the Settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a Fairness Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

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

The Court has scheduled the Fairness Hearing at **1:30 p.m.** on **December 7, 2020**, at the United States District Court for the Southern District of Illinois, 750 Missouri Avenue, East St. Louis, IL 62201, in **Courtroom 3**. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check **www.BeattyInterestClassAction.com** or call **1-866-977-1110** for current information.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak about an objection (*see* Objecting to the Settlement). The Court may also decide how much to award Class Counsel as fees for representing the Class and whether and how much to award the Class Representative for representing the Class. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take.

The certification of the Class and relief to Class Members are contingent on the Court's final approval of the Settlement.

22. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. However, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend if you so choose.

23. May I speak at the hearing?

Yes. You, or an attorney you hire at your own expense, may ask the Court for permission to speak at the Fairness Hearing. To do so, you must state your intent to attend the hearing in your written objection to the Settlement and file and serve a notice of intention. Be sure to include the case number (3:17-cv-01001-NJR-DGW), and all the other information and materials listed in response to Question 19. Your objection, including your statement indicating your intent to appear, must be postmarked no later than **November 7, 2020**, and be sent to the address listed in Question 19.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will get no benefits from this Settlement. And, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Defendants (and the non-parties provided a limited release) about the claims released in this case.

**QUESTIONS? CALL 1-866-977-1110 TOLL-FREE, OR VISIT
www.BeattyInterestClassAction.com**

GETTING MORE INFORMATION

25. How do I get more information about the Settlement?

This notice merely summarizes the Settlement, the actual terms of the Settlement are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.BeattyInterestClassAction.com. You may also call **1-866-977-1110** or write to **Beatty v. Accident Fund Claims Administrator, P.O. Box 4234, Portland, OR 97208-4234**. You can also call the Claims Administrator at **1-866-977-1110** at no cost to you or contact Class Counsel with any questions you may have regarding the Settlement.

QUESTIONS? CALL 1-866-977-1110 TOLL-FREE, OR VISIT
www.BeattyInterestClassAction.com