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CLERK
U.S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH
CENTRAL DIVISION

KELLY JESSOP, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

DALLIN LARSEN, an individual, HENRY
MARSH, an individual, RANDY LARSEN, an
individual, and BANKERS TRUST
COMPANY,

Defendants,

And related Third Party Complaint.

PRELIMINARY APPROVAL ORDER

Civil No. 2:14-cv-00916

Honorable Bruce S. Jenkins

PRELIMINARY APPROVAL ORDER

- (1) GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT;
- (2) ENJOINING CLASS MEMBERS FROM PURSUING ANY CLAIMS THAT ARISE OUT OF OR RELATE IN ANY WAY TO THE CLAIMS AT ISSUE IN THIS ACTION PENDING FINAL APPROVAL OF THE SETTLEMENT;
- (3) DIRECTING NOTICE TO CLASS MEMBERS AND APPROVING THE PLAN AND FORM OF NOTICE;
- (4) APPOINTING A SETTLEMENT ADMINISTRATOR;
- (5) APPOINTING AN INDEPENDENT FIDUCIARY
- (6) APPOINTING A SUCCESSOR TRUSTEE;
- (7) APPOINTING AN ESCROW AGENT;
- (8) SCHEDULING A FAIRNESS HEARING; AND
- (9) SCHEDULING A HEARING ON CLASS COUNSEL'S MOTION FOR FEES AND COSTS AND THE PAYMENT OF CASE CONTRIBUTION AWARD TO THE NAMED PLAINTIFF
- (10) AMENDING THE CLASS DEFINITION

The Court having received and considered the Plaintiff's Unopposed Motion and Incorporated Memorandum of Law for Preliminary Approval of Settlement (the "Motion") in the

above-captioned action (the “Action”) and supporting papers including the Class Action Settlement Agreement dated November 11, 2016 (the “Settlement Agreement”) and the declarations of counsel, having further considered the arguments of counsel and the pleadings and record in this case, and having held a hearing on the motion on December 12, 2016, and finding good cause for granting the Motion,

IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order that are not otherwise identified herein have the meaning assigned to them in the Settlement Agreement.
2. This Court has jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1331 and 29 U.S.C. § 1132(e)(1).
3. Venue before the Court is proper pursuant to 29 U.S.C. § 1132(e)(2).
4. The terms set forth in the Settlement Agreement are hereby preliminarily approved, subject to further consideration at the Fairness Hearing provided for below. The Court concludes that the Settlement Agreement is fair, reasonable and adequate to warrant the preliminary approval of the Settlement Agreement, the scheduling of the Fairness Hearing, and the mailing of notices to Class Members, each as provided for in this Order.
5. The Court approves the retention by Class Counsel of KCC LLC as the Settlement Administrator.
6. The Court approves the retention by Class Counsel of Fiduciary Counselors Inc. as the Independent Fiduciary.
7. The Court appoints Huntington National Bank as the Successor Trustee for the ESOP.
8. The Court appoints KCC LLC as the Escrow Agent.

9. In further aid of the Court's jurisdiction to review, consider, implement, and enforce the settlement, the Court orders that Plaintiff and all Class Members are preliminarily enjoined and barred from commencing, prosecuting, or otherwise litigating, in whole or in part, either directly, representatively, derivatively, or in any other capacity, whether by complaint, counterclaim, defense, or otherwise, in any local, state, or federal court, or in any agency or other authority or forum wherever located, any contention, allegation, claim, cause of action, matter, lawsuit, or action (including but not limited to actions pending as of the date of this Order), that arises out of or relates in any way to the Released Claims.

10. The Court approves the Notice of Proposed Class Action Settlement ("Notice") in substantially the form attached as Exhibit C to the Settlement Agreement.

Manner of Giving Notice

11. Not later than thirty (30) days after entry of this Order, the Parties shall use their best efforts to provide the Settlement Administrator with the names and last known addresses and email addresses (if available) of the Class Members. The names and addresses provided to the Settlement Administrator pursuant to this Order shall be used for the purpose of providing notice of this Settlement.

12. Not later than thirty (30) days after the entry of this Order, the Defendants shall serve notice of the proposed settlement upon the appropriate state and federal officials pursuant to 28 U.S.C. § 1715 (the "CAFA Notice").

13. Not later than forty-five (45) days after entry of this Order, the Settlement Administrator shall cause copies of the Notice to be sent by first-class mail, postage pre-paid, or by email (if available) to all Class Members through the notice procedure described in the Settlement Agreement.

14. Not later than five (5) days after sending the Notice to Settlement Class Members, the Settlement Administrator shall provide to Class Counsel and to Defendants' Counsel a declaration attesting to compliance with the sending of the Settlement Notices, as set forth above.

15. The Court finds that the Notice to be provided as set forth in this Order is the best means of providing notice to the Class Members as is practicable under the circumstances and, when completed, shall constitute due and sufficient notice of the Settlement and the Fairness Hearing to all persons affected by or entitled to participate in the Settlement, the hearing on the motion for fees, or the Fairness Hearing, in full compliance with the requirements of due process and the Federal Rules of Civil Procedure.

16. All reasonable costs incurred by Plaintiffs' Counsel or the Settlement Administrator for providing the Notice as well as for administering the Settlement shall be paid as set forth in the Settlement Agreement without further order of the Court.

Fairness Hearing

17. The Court will hold a settlement hearing (the "Fairness Hearing") on April 11, 2017 in Courtroom 7200 of the United States District Court for the District of Utah, located at 351 South West Temple, Salt Lake City, Utah 84101, for the following purposes: (a) to determine whether the proposed Settlement on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, adequate and should be approved by the Court; (b) to determine whether a Judgment should be entered dismissing with prejudice all claims asserted in the Action against Defendants with respect to Class Members; (c) to determine whether the motion by Plaintiffs' Counsel for an award of attorneys' fees and reimbursement of litigation expenses should be approved; and (d) to consider any other matters that may properly be brought

before the Court in connection with the Settlement. Notice of the Settlement and the Fairness Hearing shall be given to Settlement Class Members as set forth in Paragraph 12 of this Order.

18. The Court may adjourn the Fairness Hearing and approve the proposed Settlement with such modification as the Parties may agree to, if appropriate, without further notice to the Settlement Class.

19. Not later than 30 days before the Fairness Hearing, Plaintiff's Counsel shall submit their papers in support of final approval of the Settlement Agreement, Plaintiff Counsel's applications for attorneys' fees, expenses and Plaintiff's Case Contribution Award.

Objections to the Settlement

20. The Court will consider written comments and objections to the Settlement Agreement, to the proposed award of attorneys' fees and expenses, or to the request for a Case Contribution Award for the Plaintiff only if such written comments or objections are filed with the Court Clerk not later than 15 days before the Fairness Hearing and comply with the requirements of Paragraph 21 below, and are served on the Parties at the following addresses:

For Filing with the Court:

United States District Court District of Utah Central Division 1351 South West Temple, Salt Lake City, Utah Re: <i>Jessop v. Larsen, et al.</i> (Case No.: 2:14-cv-00916-BSJ)

To Class Counsel:

Gregory Y. Porter
Bailey & Glasser, LLP
1054 31st Street, NW
Washington, DC 20007

To Defendants' Counsel:

<u>BTC</u>	<u>Individual Defendants</u>
Scott S. Morrisson	Martin R. Denney
Jude Anne Carluccio	W. Waldan Lloyd
KRIEG DeVAULT LLP	DURHAM JONES & PINEGAR
12800 North Meridian Street	111 East Broadway
Suite 300	Suite 900
Carmel, Indiana 46032	Salt Lake City, Utah 84111

21. The Court will only consider written comments and objections to the Settlement that are signed by the Class Member and are timely filed with the Court and include all of the following: (a) the name and case number of the Action; (b) the Class Member's full name, address, telephone number, and signature; (c) a statement that the person submitting the comments or objections is a Class Member and an explanation of the basis upon which the person claims to be a Class Member; (d) all grounds for the objection, accompanied by any legal support known to the objector or his or her counsel; (e) a statement as to whether the Class Member or his or her counsel intends to personally appear and/or testify at the Fairness Hearing; and (f) a list of any persons the objector or his or her counsel may call to testify at the Fairness Hearing in support of the objection. Any member of the Class or other person who does not timely file and serve a written objection complying with the terms of this paragraph shall be deemed to have waived, and shall be foreclosed from raising, any objection to the Settlement Agreement, and any untimely objection shall be barred absent an order from the Court. The Plaintiff or Defendants may, bearing the cost, take discovery, including depositions, from anyone who files an objection or their attorney, with respect to any of the issues raised in the objection.

22. Anyone who files and serves a timely, written comment or objection in accordance with this Order may also appear at the Fairness Hearing either in person or through qualified counsel retained at their own expense. Those persons or their attorneys intending to appear at the Fairness Hearing must effect service of a notice of intention to appear setting forth, among other things, the name, address, and telephone number of the Class Member (and, if applicable, the name, address, and telephone number of that Class Member's attorney) on Plaintiff's Counsel and Defendants' Counsel (at the addresses set out above) and file it with the Court Clerk by no later than 15 days before the Fairness Hearing. Anyone who does not timely file and serve a notice of intention to appear in accordance with this paragraph shall not be permitted to appear at the Fairness Hearing, except by Order of the Court for good cause shown. Any comment or objection that is timely filed will be considered by the Court even in the absence of a personal appearance by the Class Member or that Class Member's counsel.

23. The Parties may file written responses to any objections not later than 7 days before the Fairness Hearing.

Termination of Settlement

24. This Order shall become null and void, ab initio, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective statuses as of November 10, prior to this Settlement Agreement, if the Settlement Agreement is terminated in accordance with its terms, including but without limitation, if the consent of the DOL to the Settlement Agreement, and the DOL and BTC agreed Consent Judgment filed in this Court by intervention or otherwise is not approved and ordered by the Court.

Use of Order

25. This Order is not admissible as evidence for any purpose against Defendants in any pending or future litigation involving any of the Parties. This Order (a) shall not give rise to any inference of, and shall not be construed or used as an admission, concession, or declaration against any Defendant of, wrongdoing or liability in the Action or any other proceeding; (b) is not an admission of any liability of any kind, whether legal or factual; (c) shall not be used or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce the Settlement Agreement; (d) shall not be construed or used as an admission, concession, or declaration by or against Plaintiffs or the Class that their claims lack merit or that the relief requested in the Action is inappropriate, improper or unavailable; (e) shall not be construed or used as an admission, concession, declaration or waiver by any party of any arguments, defenses, or claims he, she, or it may have. This Order and the Settlement Agreement and any proceedings taken pursuant to the Settlement Agreement are for settlement purposes only. Defendants specifically deny any fault, breach, liability or wrongdoing.

Amendment of Class Definition

26. The motion to amend the class definition in this action is hereby amended to read as follows:

All individuals who were participants in the Mona Vie, Inc. Employee Stock Ownership Plan at any time on or after November 17, 2010, to the date of judgment and their beneficiaries, but excluding the individual defendants Dallin Larsen, Henry Marsh, and Randy Larsen and any beneficiary claiming directly through them.

Jurisdiction

27. The Court hereby retains jurisdiction for purposes of implementing the Settlement Agreement, and reserves the power to enter additional orders to effectuate the fair and orderly

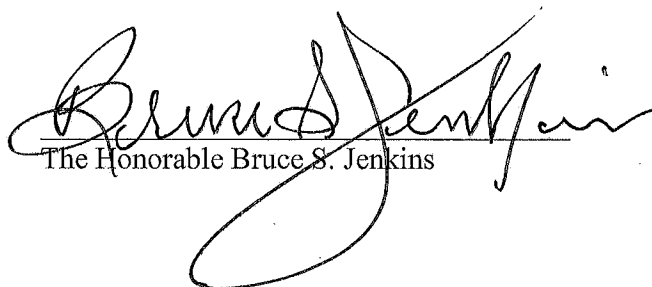
administration and consummation of the Settlement Agreement as may from time to time be appropriate, and to resolve any and all disputes arising thereunder.

28. Upon receipt of the Net Settlement Fund by the Successor MV Trust pursuant to Section 9.2.6 of the Settlement Agreement and the Residual Assets pursuant to Section 8.4 of the Settlement Agreement, the Independent Fiduciary and/or Class Counsel shall file a notice with the Court stating that the monies have been received by the Successor MV Trust.

29. Upon the Independent Fiduciary's completion of the mailing to Class Members of information concerning each of such person's respective estimated distributions from the ESOP and the form and manner in which Class Members may receive such distributions (the "Mailing"), the Independent Fiduciary and/or Class Counsel shall file a notice with the Court stating that the Mailing has been made.

30. Upon final payment of all monies to all known Class Members from the Successor MV Trust, the Independent Fiduciary and/or Class Counsel shall file a notice with the Court stating that payments have been made from the Successor MV Trust to Class Members to the degree administratively possible, and seek approval from the Court on the treatment of any unclaimed Successor MV Trust funds in the ESOP, consistent with the requirements of ERISA and such other laws as may apply.

SO ORDERED this 21st day of December, 2016.


The Honorable Bruce S. Jenkins

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH
CENTRAL DIVISION

KELLY JESSOP, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

DALLIN LARSEN, an individual, HENRY
MARSH, an individual, RANDY LARSEN, an
individual, and BANKERS TRUST
COMPANY,

Defendants,

And related Third Party Complaint.

**NOTICE OF PROPOSED CLASS
ACTION SETTLEMENT**

Civil No. 2:14-cv-00916

Honorable Bruce S. Jenkins

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**PLEASE READ THIS NOTICE CAREFULLY.
A FEDERAL COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION.**

You are receiving this notice because the records of Mona Vie, Inc. ("Mona Vie") and/or Bankers Trust Company (and/or Bankers Trust Company of South Dakota, collectively "BTC") indicate that you were a participant in the Mona Vie, Inc. Employee Stock Ownership Plan (the "ESOP") at some time during the period November 17, 2010 through [insert date of preliminary approval order]. Accordingly, your rights may be affected by a proposed class action settlement ("the Settlement") of this lawsuit. **Please read the following information carefully to find out what the lawsuit is about, what the terms of the proposed settlement are, what rights you have to object to the proposed settlement if you disagree with its terms, and what deadlines apply to the right to object to the proposed settlement.**

QUESTIONS? CALL 1-800- [REDACTED] TOLL FREE OR VISIT WWW. [REDACTED].

Do not call the Court or MONA VIE
They cannot answer your questions.

WHAT THIS LAWSUIT IS ABOUT

A lawsuit was filed in the United State District Court for the District of Utah by Plaintiff Kelly Jessop (“Plaintiffs”), who was a participant in the ESOP, against BTC and Dallin Larsen, Randy Larsen, and Henry Marsh (the “Individual Defendants” collectively with BTC as “Defendants”) (the “Lawsuit”). The Lawsuit claims that the Defendants violated a federal statute, the Employee Retirement Income Security Act of 1974 (“ERISA”) and breached their fiduciary duties in connection with the purchase of outstanding stock of Mona Vie, Inc. (“Mona Vie”) by the ESOP on or about November 17, 2010 (“the 2010 Transaction”) for \$186 Million. Specifically, Plaintiff alleges that BTC violated ERISA, because BTC: (1) caused or permitted the Mona Vie ESOP to engage in the transaction without undertaking an appropriate investigation of the 2010 Transaction as proposed; (2) was aware of facts or should have known facts evidencing that the 2010 Transaction was imprudent and not in the best interest of the ESOP’s participants and beneficiaries; (3) caused or permitted the ESOP to take on excessive debt in the transaction; (4) engaged in the 2010 Transaction without regarding the conflicts of interested parties who assisted it in the 2010 Transaction; and (5) did nothing to cure the overpayment by the ESOP for its shares. Plaintiff also alleges that the Individual Defendants violated their fiduciary duties under ERISA by participating in the 2010 Transaction and not taking prudent steps in the selection of BTC as trustee for the ESOP. Plaintiff also alleges that the Individual Defendants are parties-in-interest under ERISA who knowingly participated in the breaches of fiduciary duty committed by BTC. The United States Department of Labor (“DOL”) has also investigated the 2010 Transaction. BTC and the Individual Defendants deny all of the Plaintiffs’ allegations in the Lawsuit, deny any wrongdoing regarding the 2010 Transaction, and have vigorously defended themselves in the Lawsuit and against the DOL.

THE TERMS OF THE SETTLEMENT

To avoid the additional expense of continuing the Lawsuit and the uncertainty of the outcome of the Lawsuit, Plaintiff and Defendants have agreed to a Settlement that involves monetary payments to Plan participants. These and other terms of the Settlement are set forth in the Class Action Settlement Agreement dated November 11, 2016 (“Settlement Agreement”), and in summary described below. The DOL does not object to the terms of the Settlement. As further detailed in the Settlement Agreement, Settlement of the Lawsuit is contingent on resolution of the issues pertaining to the 2010 Transaction with the DOL as well.

1. The Scope of the Classes Covered by the Settlement. The Settlement Agreement proposes a class action settlement that would cover and be binding on the following certified class of individuals (the “Class”):

All individuals who were participants in the Mona Vie, Inc. Employee Stock Ownership Plan at any time on or after November 17, 2010, to the date of judgment and their beneficiaries, but excluding the individual defendants, Dallin Larsen, Henry Marsh and Randy Larsen and any beneficiary claiming directly through them.

Whether a person meets this definition or not will be based on the ESOP's records. You have received this Notice because, based upon those records, you are believed to be a member of the Class.

2. The Payment and Allocation of the Settlement Fund. As part of the Settlement, BTC has agreed to make a payment of \$16 million and the Individual Defendants have agreed to make a payment of \$3.8 million, for a total of \$19.8 million (the "Settlement Fund") for the benefit of the Class. This sum, after the deduction of reasonable amounts to be approved by the Court for Case Contribution Awards to the named Plaintiff and Attorneys' Fees and Expenses, Successor Trustee Fees, Administration Costs, and Taxes and Tax-Related Costs (after such deductions, the "Net Settlement Proceeds"), will be paid to the ESOP and then will be distributed to the Monetary Relief Class Members based on their ESOP shares during the period of November 10, 2010 through the date of the ESOP's termination on December 31, 2014. The Court appointed an Independent Fiduciary to administer and determine distributions from the ESOP to Class Members. The Independent Fiduciary will mail a second notice to Class Members estimating the amount of each Class Member's distribution, explaining how to receive the distribution, and explaining how to provide documents to support a claim that the estimated distribution is not correct. Class Members will have the option to have their funds deposited in a tax-qualified account (an Individual Retirement Account ("IRA")). Class Members will be able to submit documentation to the Independent Fiduciary if the Class Member believes the data upon which his or her distribution from the ESOP is based is incorrect. Under the terms of the ESOP, a Class Member will be able to challenge the final decision of the Independent Fiduciary on his or her claim by filing a lawsuit for retirement benefits. Class Members should contact the Settlement Administrator at the following address [REDACTED].

3. The Classwide Release of Claims. In exchange for payment of the Settlement Fund by the Defendants and the conditions required by the Settlement Agreement, all Class Members will release any claims they have related to this Lawsuit and be prohibited from bringing or pursuing any other lawsuits or other actions based on such claims. The Releases and the Covenant are set forth in the Settlement Agreement, which can be viewed online at [website], or requested from Class Counsel.

STATEMENT OF POTENTIAL OUTCOME OF THE LAWSUIT

As with any Lawsuit, the Plaintiffs and Defendants face an uncertain outcome if the Lawsuit were not settled. Continued litigation could result in a judgment greater or less than the recovery under the Settlement or in no recovery. The Plaintiffs and Defendants have disagreed about whether Defendants did anything wrong, and they do not agree on the amount, if any, that would be recoverable even if Plaintiffs prevailed at trial. Defendants have denied, and continue to deny, all claims and contentions of the Plaintiffs in the Lawsuit; have denied, and continue to deny, any wrongdoing or liability whatsoever, and are entering into the Settlement to avoid the cost, disruption and uncertainty of litigation. Having considered the uncertainty and expense inherent in any litigation, particularly in a complex case such as this, the Plaintiffs and Defendants have concluded that it is desirable that the Lawsuit be fully and finally settled on the terms and conditions set forth in the Settlement Agreement.

THE SETTLEMENT APPROVAL PROCESS

The Court has granted preliminary approval of the proposed Settlement finding that it is sufficiently reasonable to warrant approval, and has approved this Notice to the Settlement Classes. The Settlement will not take effect, however, until it receives final approval from the Court following an opportunity for Class Members to object to the Settlement, as described in detail below. Following the deadline for objecting to the Settlement, the Court will hold a Fairness Hearing on April 11, 2017, which will take place at the United States District Court for the District of Utah, located at 351 South West Temple, Salt Lake City, Utah 84101. The date and location of the Fairness Hearing is subject to change by order of the Court, which will appear on the Court's docket for these cases.

THE OPPORTUNITY TO OBJECT TO THE SETTLEMENT

Prior to the Fairness Hearing, Class Members will have the opportunity to object to the Court's approval of the Settlement. Class Members can object to the Settlement and give reasons why they think the Court should not approve it. To object, you must send your objection to the Court, at United States District Court for the District of Utah, 351 South West Temple, Salt Lake City, Utah 84101 and to the Parties at the following addresses:

To Class Counsel:

Gregory Y. Porter
BAILEY & GLASSER LLP
1054 31st Street, NW, Suite 230
Washington, DC 20007

To Defendants' Counsel:

BTC
Scott S. Morrisson
Jude Anne Carluccio
KRIEG DEVAULT LLP
12800 North Meridian Street
Suite 300
Carmel, Indiana 46032

Individual Defendants
Martin R. Denney
W. Walden Lloyd
DURHAM JONES & PINEGAR
111 East Broadway, Suite 900
Salt Lake City, Utah 84111

Objections must be filed with the Court on or before [REDACTED], 2017. Objections filed after that date will not be considered. Any Class Member failing to submit a timely objection will be deemed to have waived any objection they may have. Any untimely objection will be barred absent an order from the Court. Objections must include: (1) the case name and number; (2) your full name, current address, telephone number and signature; (3) a statement that you are a Class Member and an explanation of the basis upon which you claim to be a Class Member; (4) all grounds for the objection, accompanied by any legal support known to you or your counsel; (5) a

statement as to whether you or your counsel intends to personally appear and/or testify at the Fairness Hearing; and (6) a list of any persons you or your counsel may call to testify at the Fairness Hearing in support of your objection.

Anyone who files and serves a timely written objection in accordance with the instructions above may also appear at the Fairness Hearing, either in person or through qualified counsel retained at his or her own expense. Those persons or their attorneys intending to appear at the Fairness Hearing must effect service of a notice of intention to appear on Class Counsel and Defendants' counsel (at the addresses set out above) and file it with the Court Clerk by no later than [REDACTED], 201 [REDACTED] setting forth: (1) the name, address, and telephone number of the Class Member; and (2) if applicable, the name, address, and telephone number of that Class Member's attorney. Anyone who does not timely file and serve a notice of intention to appear in accordance with this paragraph shall not be permitted to appear at the Fairness Hearing, except by order of the Court for good cause shown. Any comment or objection that is timely filed will be considered by the Court even in the absence of a personal appearance by the Class Member or that Class Member's counsel.

The Court will consider Class Member objections in deciding whether to grant final approval. Objectors are not required to attend the Fairness Hearing, but if you intend to appear you must state your intention to do so in the manner described above. Class Members who do not comply with these procedures, or who miss the deadline to file an objection, lose the opportunity to have their objection considered by the Court or to appeal from any order or judgment entered by the Court regarding the Settlement.

ATTORNEY'S FEES AND CASE CONTRIBUTION AWARDS FOR NAMED PLAINTIFFS

The attorneys for the Plaintiff and the Class are as follows ("Class Counsel"):

Gregory Y. Porter
James L. Kauffman
BAILEY & GLASSER LLP
1054 31st Street, NW, Suite 230
Washington, DC 20007

James E. Magelby
Jennifer Fraser Parrish
MAGLEBY CATAXINOS & GREENWOOD
170 South Main Street, Suite 1100
Salt Lake City, Utah 84101

Class Counsel will file a motion with the Court seeking approval of payments from the Settlement Fund of expenses they incurred in prosecuting the case, reasonable attorneys' fees and a Case Contribution Award not to exceed \$10,000 for the named Plaintiff. Class Counsel intends to submit an application for attorneys' fees reimbursement for the costs and expenses they have expended in prosecuting this case, in an amount not to exceed \$3 million. The motion and supporting papers will be filed on or before [REDACTED], 201 [REDACTED]. After that date you may review the motion and supporting papers at [website]. You may file an objection to the request for attorneys' fees and expenses and to the Case Contribution Award under the same procedures for objecting to the Settlement. Any attorneys' fees, expenses and Case Contribution Awards approved by the Court, in addition to the fee for the Successor Trustee and the expenses incurred by the Settlement administrator in sending this Notice and otherwise administering the Settlement, will be paid from the Settlement Fund.

GETTING MORE INFORMATION

You can visit the website at [website], where you will find the full Settlement Agreement, the Court's order granting Preliminary Approval of the Settlement, this Notice, and other relevant pleadings and documents. If you cannot find the information you need on the website, you may also contact Class Counsel for more information. Do not contact the Court or MONA VIE to get additional information.

Remember, please do not contact the Court or MONA VIE. They may not be able to give you additional information.

Dated: _____, 2016

By Order of the United States District Court
District Judge Bruce S. Jenkins

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