IN THE CIRCUIT COURT
TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

LEBANON CHIROPRACTIC CLINIC, P.C., individually and on behalf of all others similarly situated,

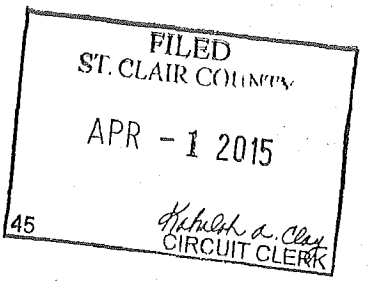
Plaintiff,

v.

LIBERTY MUTUAL INSURANCE COMPANY, LIBERTY MUTUAL FIRE INSURANCE COMPANY, SAFECO INSURANCE COMPANY OF AMERICA, and SAFECO INSURANCE COMPANY OF ILLINOIS,

Defendants.

No. 14-L-521



ORDER GRANTING RENEWED MOTION TO (1) INVALIDATE MASSACHUSETTS PROVIDER OPT-OUTS, (2) APPROVE CURATIVE NOTICE, AND (3) EXTEND OPT-OUT AND CLAIM DEADLINES FOR MASSACHUSETTS PROVIDERS

Before the Court is the renewed motion of the Settling Parties for an order establishing a second notice and opt-out period for the Massachusetts Provider Subgroup, as defined in the Court's February 23, 2015, Final Judgment. The Settling Parties request this relief to remedy the likely adverse effects of improper and misleading communications by Massachusetts counsel designed to induce absent class members to opt-out. Based upon the joint motion of the Settling Parties, the responses thereto, and for the reasons stated below, the joint motion shall be granted.

I. Background

On February 16, 2015, Defendants filed a motion for expedited discovery regarding allegedly improper and misleading communications apparently sent by counsel of record for objector Dr. Gregory Gordon, D.C., to Potential Class Members in Massachusetts to persuade them to request exclusion from the proposed Settlement. Plaintiff promptly joined the motion.

Citing copies of several requests for exclusion received from the Settlement Administrator, the February 16 motion showed that at least one of the two Massachusetts law firms representing Dr. Gordon in this Court, The Law Firm of PIP Collect, LLC, had undermined the proposed Settlement by sending misleading communications to Massachusetts medical providers to persuade them to opt out of the proposed Class Settlement and engage the PIP Collect firm to file individual cases in Massachusetts. Based on this showing, the February 16 Motion requested discovery regarding the solicitation campaign and/or an order invalidating all opt-out requests submitted by or on behalf of the members of the Massachusetts Provider Subgroup and authorizing a curative notice to those providers.

Due to the potential impact of the solicitation campaign on the adequacy of the Class Notice provided to potential members of the Settlement Class, the Court heard arguments on the Motion during the fairness hearing on February 17, 2015. At the conclusion of that hearing, the Court ordered counsel of record for Dr. Gordon (including Alekman DiTusa and PIP Collect) to produce or disclose the following:

- A list of all recipients, including addresses, to whom any letter, solicitation, or communication from counsel for Objector was sent regarding the Proposed Settlement;
- The identity of other persons or firms involved in such letters, solicitations, or communications; and
- Copies of actual letters, solicitations, or communications sent by Objectors' counsel.

The Court reserved the question of additional relief, pending the results of discovery produced in response to the Court's order. The Court's February 23 judgment approving the settlement likewise preserved this issue.

On March 20, 2015, after receiving discovery responses from PIP Collect and Alekman DiTusa, the Settling Parties renewed their motion for an order invalidating all opt-out requests submitted by or on behalf of the members of the Massachusetts Provider Subgroup and authorizing a curative notice to those providers. Citing the discovery provided, the Settling Parties' renewed motion (the "Renewed Motion") contends that there is a substantial likelihood that misleading communications from Dr. Gordon's counsel and others prevented members of the Massachusetts Provider Subgroup from making the kind of informed, personal choice regarding participation in (or exclusion from) the proposed Class Settlement that the notice provisions of 735 ILCS 5/2-803 and this Court's notice orders were designed to afford them. The Renewed Motion seeks the negation of all exclusion requests submitted by or on behalf of members of the Massachusetts Provider Subgroup and the creation of a second notice and opt-out period for those Potential Class Members.

Having reviewed and considered the Renewed Motion, the record evidence, and the contentions of counsel, the Court agrees that it is likely that potential members of the Settlement Class were deceived by letters, solicitations, and communications sent by Alekman DiTusa, PIP Collect, and others and that an order invalidating certain opt-outs and authorizing curative notice is the most effective way to ensure that the notice provided to class members is the best practicable notice under the circumstances and that class members are able to make free and unfettered decisions regarding whether to opt out of the settlement.

II. Findings and Conclusions Regarding Misleading Communications

In light of the evidence and arguments presented, the Court finds and concludes as follows:

1. After the Class Notice was distributed in accordance with the Court's orders, attorneys in at least three Massachusetts law firms who specialize in PIP litigation in Massachusetts (Alekman DiTusa, LLC; The Law Offices of PIP Collect, LLC; and Fireman & Associates, LLP) disseminated letters, emails, and other electronic communications regarding the proposed Class Settlement. These communications included several materially false and misleading statements.

2. For example, several of the communications stated or implied that Massachusetts providers are entitled to collect 100% of their billed fees from PIP insurers under Massachusetts law. These representations were false because Massachusetts law and controlling policy language plainly require PIP carriers to pay only "reasonable" fees. *See* M.G.L.A. ch. 90 § 34N; *see also* Affidavit of Jeremy M. Reichman Regarding Summaries of Voluminous Evidence ("Reichman Aff."), Exhibit 3 at 1, Exhibit 4 at 1.

3. Several of the communications also stated or implied that it would be more burdensome for providers to make a claim under the Class Settlement than to participate as plaintiffs in individual litigation because submitting a claim under the settlement requires a provider to submit substantial documentation that some providers might lack. These representations were misleading for two reasons. First, making a claim under the Settlement does not require a provider to submit any documentation that he or she does not have; the claim form approved by the Court states plainly that providers need only submit "any of the following [documents] that you have in your possession." Second, participating as plaintiffs in individual litigation could subject providers to written discovery, document production, and depositions. In

fact, the website for PIP Collect tells prospective clients that they should send PIP Collect copies of the following documents: Explanations of Benefits, all treatment reports and notes, bills reflecting all charges and payments, all related correspondence, and health insurance information. Doing so would be more onerous than submitting claims for payment under the Class Settlement, especially if formal discovery or depositions were required.

4. In addition, several of the communications stated or implied that individual litigation would ensure a provider's recovery of 100%—the "full balance"—of UCR reductions resulting from computer bill review. These promises are misleading, at best, in light of two recent Massachusetts judgments approving the use of FAIR Health databases and rejecting claims for recovery of UCR reductions taken in reliance on them. *See* Class Representatives and Class Counsel's Response to Objections at 2 (citing *Patriot All Pro Physical Therapy Ctrs., Inc. v. Vermont Mut. Ins. Group*, No. 1315CV1044 (Brockton Dist. Ct., Mass Oct. 7, 2014), and *Wellness Health Care, LLC v. Metropolitan Prop. & Cas. Ins. Co.*, No. 1201CV2576 (Boston Municipal Ct., Mass. Dec. 16, 2014)).

5. Further, several of the communications also stated or implied that, by opting out of the Class Settlement, medical providers in Massachusetts would retain their right to collect 100% of their billed fees from Liberty Mutual for the next five years. These representations are false for at least two reasons. First, there is no such right; Massachusetts law and controlling policy language limit PIP payments under Liberty Mutual automobile policies to the "reasonable" charge for covered treatment. *See* M.G.L.A. ch. 90 § 34N; *see also* Reichman Aff., Exhibit 3 at 1, Exhibit 4 at 1. Second, the amount that a provider may recover for future treatment of a Liberty Mutual policyholder is limited by the benefits available under the policy, which is a contract between the insurer and the policyholder. Thus, it is the ***policyholder***—not

the provider—whose participation in the Class Settlement controls the payment of future benefits.

6. A medical provider may obtain an assignment of policy benefits as a condition to providing treatment. And, if a Massachusetts PIP provider's bill remains unpaid for 30 days, he or she becomes a "party" to the policy by operation of law and has standing to sue for all benefits due under it. *See* M.G.L.A. ch. 90 § 34M. But it is the policy between the insurer and the policyholder that defines the benefits due, and those contracting parties are free to agree—through the Class Settlement or otherwise—how policy terms like "reasonable" fee will be implemented. Thus, the suggestion that a provider can unilaterally dictate payment of 100% of his or her billed fees, regardless of their magnitude, by opting out of the Class Settlement is plainly incorrect. Opting out preserves whatever statutory or common-law right a provider might have to sue for amounts unpaid in the past, but it does not give the provider a right to nullify the agreement made between Liberty Mutual and members of the Policyholder Subclass (and incorporated into the Court's judgment) regarding the way that Liberty Mutual will determine the "reasonable" fee to pay in the future.

7. The letters, emails, and other electronic communications described above also omitted material information necessary to allow recipients to make informed choices about their rights and options regarding the Class Settlement

8. On or before December 22, 2014, the Settlement Administrator distributed the Class Notices approved by the Court and posted copies of the Class Notice, the Stipulation of Settlement, and other relevant documents on a website as directed by the Court. But solicitation letters sent to potential class members by PIP Collect in January 2015 (the "PIP Collect Letters") did not contain any link or citation to the Court-approved notice or to the Court-approved

website. Nor did they mention the Class Counsel appointed by the Court as a potential source of information and advice. Similar communications by Alekman DiTusa likewise omitted this material information.

9. The letters, emails, and other electronic communications described above also omitted material information regarding the apparent conflict of interest between the three Massachusetts law firms and the Massachusetts providers who received their solicitations.

10. Each of the three Massachusetts law firms had a financial interest in persuading members of the Massachusetts Provider Subgroup to opt out of the proposed Class Settlement. As described in the Affidavit of William H. Kratch, the remedial structure applicable to medical-fee disputes arising under PIP claim in Massachusetts routinely produce attorney-fee awards that are three to ten times as large as the UCR adjustments at issue in the cases underlying those awards. In some instances, the payment for attorneys' fees and costs can be more than 20 or even 30 times the amount of the challenged UCR reduction. As a result, the three Massachusetts law firms likely have substantially more to gain from individual litigation over UCR disputes than the medical providers in the Massachusetts Provider Subgroup. And, correspondingly, those three firms likely have substantially more to lose from the Class Settlement than members of the Massachusetts Provider Subgroup. Yet, none of the many written communications cited to the Court includes any disclosure of the resulting conflict of interest or advised the recipients to seek the advice of independent counsel regarding the wisdom of opting out.

11. Instead, the letters, emails, and other electronic communications described above include one-sided attacks on the Class Settlement without any mention of its benefits. The communications do not inform the reader of any of the advantages of the Class Settlement, such as eliminating the risk of having to prove liability or the burden of instituting individual lawsuits.

The communications also fail to mention that the Class Settlement would be approved only if the Court found it to be fair and adequate.

12. One or more of the three Massachusetts law firms enlisted other persons and entities to disseminate the misleading letters, emails, and other electronic communications described above, including Andrews Billing Solutions, Inc., and at least one member of the Massachusetts Chiropractic Society. Together, the three Massachusetts law firms and these other entities disseminated their misleading letters, emails, and other electronic communications directly or indirectly to hundreds of potential members of the Settlement Class, including at least 85% of the Massachusetts Provider Subgroup.

13. This misleading solicitation campaign undermined the Court's notice plan with respect to the Massachusetts Provider Subgroup. Potential Class Members who were exposed to the misleading communications sent in furtherance of the campaign likely could not make an appropriately informed choice of whether to remain in the settlement class or opt out. *See In re Nissan Motor Corp. Antitrust Litig.*, 552 F.2d 1088, 1105 (5th Cir. 1977).

14. The incomplete record before the Court makes it impossible to determine with confidence that even a single member of the Massachusetts Provider Subgroup escaped the reach of the misleading solicitation campaign. Alekman DiTusa are withholding information based on a claim of privilege, and Mr. Gaimari's firm, Fireman & Associates, has refused to disclose the extent of its communications with members of the Massachusetts Provider Subgroup. Thus, it is possible—if not likely—that the solicitation campaign reached even more than 85% of the Massachusetts Provider Subgroup, perhaps even 100%.

15. The Court has exercised considerable time and resources to review and monitor the procedures undertaken by the settling parties to notify Class Members regarding the aspects

of the Class Settlement. The Court approved the notice plan because it apprised Potential Class Members of the terms of the Proposed Settlement in a neutral fashion that would enable Class Members to make an informed choice. The Court now concludes that the misleading letters of Massachusetts counsel opposed to the Class Settlement interfered with the careful balance that the Court-approved notice package was designed to achieve. Instead of providing Class Members with documents that would enable a reasonable person to make an informed, intelligent decision regarding whether to opt out or to remain a member of the Settlement Class, some self-interested attorneys have now exposed potential Class Members to one-sided, misleading claims that likely prevented "free and unfettered" decisions whether to opt out of the class. *See Erhardt v. Prudential Grp., Inc.*, 629 F.2d 843, 846 (2d Cir. 1980) ("Unapproved notices to class members which are factually or legally incomplete, lack objectivity and neutrality, or contain untruths will surely result in confusion and adversely affect the administration of justice."). Included in the Court's responsibility to direct to the Class the best notice practicable under the circumstances is the duty to ensure that the Class receives accurate information. *Id.* at 846. Accordingly, it is the Court's duty to protect the integrity of the Class Notice and administration of the Class generally. *See In re School Asbestos Litig.*, 842 F.2d 671, 681-83 (3d Cir. 1988).

16. The communications of the type examined by the Court have likely confused and misled members of the Massachusetts Provider Subgroup and therefore had an adverse effect of the administration of justice and threatened the integrity of the entire *Lebanon* litigation.

17. Several factors suggest a strong likelihood that, in the absence of the limited preventive measures discussed below, attorneys associated with some or all of the three Massachusetts law firms would mount a renewed campaign of misleading communications to undermine the effectiveness of the curative notice requested by the Settling Parties, once again

preventing members of the Massachusetts Provider Subgroup from making free and unfettered decisions whether to opt out of the Class Settlement. Those factors include (a) the strong financial interests of such attorneys in convincing Massachusetts providers to opt out of the Class Settlement; (b) the scope and complexity of the original solicitation campaign, which included communications still hidden from the Court's view; (c) the number and nature of misleading statements and material omissions contained in prior communications the Court has reviewed; (d) the likely ability of such communications to compromise the integrity and effectiveness of the Court's notice to Potential Class Members; (e) the inherent difficulties in determining the precise effect that any specific communication had or might have on a specific class member; and (f) the refusal of Alekman DiTusa and Fireman & Associates to disclose all relevant information regarding the original misinformation campaign.

III. Remedy

To remedy the harm caused by the confusing and misleading communications, the Settling Parties' Renewed Motion requests an Order (a) invalidating all requests for exclusions received from members of the Massachusetts Provider Subgroup, (b) requiring a second, curative notice be sent to members of the Massachusetts Provider Subgroup, and (c) extending the deadlines for those members of the Massachusetts Provider Subgroup to opt-out of the class or to submit claims. The Renewed Motion also asks the Court to impose preventive measures to protect against the likelihood that opponents of the Class Settlement would otherwise initiate a new misinformation campaign to undermine the curative notice.

Under 735 ILCS 5/2-803, "at any time during the conduct of the action, the court in its discretion may order such notice that it deems necessary to protect the interests of the class and the parties." Federal courts have found that when communications to potential class members create a "likelihood" of abuse, confusion, or an adverse effect on the administration of justice, a

remedy is appropriate. *Georgine v. Amchem Prods., Inc.*, 160 F.R.D. 478, 498 (E.D. Pa. 1995) ("Rule 23(d) does not . . . require a finding of actual harm; it authorizes the imposition of a restricting order to guard against the 'likelihood of serious abuses.'"). If the extent of the harm resulting from a campaign to solicit opt-outs "cannot be quantified with any precision," then "the Court must make its best estimate, taking into account the likely effect of the solicitation program based on its nature." *Kleiner v. First Nat'l Bank of Atlanta*, 102 F.R.D. 754, 772 (N.D. Ga. 1983), *aff'd in part, vacated in part, and rev'd in part*, 751 F.2d 1193 (11th Cir. 1985).

Accordingly, and because the Court has found that Potential Class Members who were exposed to the misleading communications likely did not make free and unfettered decisions to opt out, the Court will grant the Settling Parties' Renewed Motion, invalidate all requests for exclusion submitted by or on behalf of members of the Massachusetts Provider Subgroup, and require that those Potential Class Members be afforded an opportunity to make a new, independent decision whether to opt out. *See Georgine*, 160 F.R.D. at 502. The Court will also grant the Settling Parties' request for limited preventive measures to guard against the likelihood that a renewed campaign of misinformation would otherwise undermine the curative notice.

The Court takes these actions pursuant to its inherent authority to control the litigation and the attorneys before it, as well as its duty to manage the Class Notice under 735 ILCS 5/2-803. The Court has considered alternative remedies, but concludes that the invalidation of opt-out requests submitted by or on behalf of members of the Massachusetts Provider Subclass, the provision of curative notice, and the imposition of the limited preventive measures described below is the most effective and narrowly tailored method of remedying the misleading communications to these potential Class Members and of ensuring that their decisions whether or not to opt out are free and unfettered. *See Georgine*, 160 F.R.D. at 510-517.

1. *Content of the Curative Notice and Procedure for Distribution*

The curative notice to be sent to each member of the Massachusetts Provider Subgroup shall consist of four parts: a cover letter in the form attached to this Order as Exhibit 1, a copy of this Order, a copy of the Detailed Notice attached as Exhibit E to the Order Modifying Class Settlement Schedule, and a copy of the Provider Subclass Claim Form attached as Exhibit D to the Order Modifying Class Settlement Schedule. The Settlement Administrator shall send the curative notice to members of the Massachusetts Provider Subgroup by first-class mail on or before May 1, 2015.

Members of the Massachusetts Provider Subgroup who still wish to exclude themselves from the Settlement Class must submit written requests for exclusion complying with and containing the information requested by the curative notice and the Stipulation of Settlement. To be effective, such requests must be sent by first-class mail to the Settlement Administrator at the address provided in the curative notice and postmarked no later than June 1, 2015.

Members of the Massachusetts Provider Subgroup who now wish to participate in the Class Settlement may submit claims complying with and containing the information requested by the curative notice and the Stipulation of Settlement. To be eligible for payment, such claims must be postmarked on or before June 15, 2015.

2. *Additional Protective Measures*

Based on the Court's review of the record and its above-stated finding of a strong likelihood that, in the absence of appropriately limited preventive measures, attorneys associated with some or all of the three Massachusetts law firms would mount a renewed campaign of misleading communications to undermine the effectiveness of the curative notice requested by the Settling Parties, the Court finds and concludes that some such measures are necessary to

safeguard the ability of members of the Massachusetts Provider Subgroup to make free and unfettered decisions whether to opt out of the Class Settlement. The Court is keenly aware, however, that it must tread lightly when considering remedies that would constrain future communications. Accordingly, the Court has considered various potential remedies, including those proposed in the Settling Parties' renewed Motion, carefully assessing their likely effectiveness in preventing the harm described above and the availability of less restrictive measures to protect against that harm.

Based on its assessment of these factors, the Court finds and concludes that the following additional remedies are the least restrictive means of ensuring that the curative notice authorized by this Order is the best practicable notice under the circumstances and that members of the Massachusetts Provider Subgroup will be able to make free and unfettered decisions whether to request exclusion from the settlement in this case:

1. All counsel of record for Dr. Gordon and all persons acting in concert with any such counsel to distribute any of the communications described in the Settling Parties' Motion (including without limitation Francis A. Gaimari, Fireman & Associates, and/or Andrews Billing Solutions) shall refrain from communicating to any member of the Massachusetts Provider Subclass on or before June 15, 2015, in any oral, written, or electronic form the substance of any of the statements found by this Order to be false or misleading; and

2. All counsel of record for Dr. Gordon and all persons acting in concert with any such counsel to distribute any of the communications described in the Settling Parties' Motion (including without limitation Francis A. Gaimari, Fireman & Associates, and/or Andrews Billing Solutions) shall (a) maintain for 180 days a written log listing all of his, her, or its oral, written, or electronic communications with any member(s) of the Massachusetts Provider Subclass on or before June 15, 2015, regarding any aspect of the Class Settlement and (b) retain for 180 days copies of all documents relating to or constituting such communications. The written log shall list separately for each such communication (i) the names and business addresses of all parties to the communication, (ii) the date of the communication, (iii) the medium in which the communication was made (i.e., oral, written, electronic); and (iv) the subject matter of the communication. Insofar as a person required to maintain such a log contends that the content of any listed communication is privileged, that person shall also include in the log entry regarding that communication a statement of facts sufficient to establish the existence of the claimed privilege.

IV. Conclusion

After a thorough examination of the communications cited in the Settling Parties' Renewed Motion, the Court concludes that communications sent to Massachusetts providers were misleading. The communications contained inaccuracies, misstatements, misrepresentations, and omissions that likely deceived Potential Class Members into opting out of the Settlement Class. Moreover, because the dissemination of these communications was extensive, the Court has a grave concern that many Potential Class Members were exposed to them and decided to opt out of the Settlement Class based upon them. Accordingly, the Court has no other alternative than to provide members of the Massachusetts Provider Subgroup with another opportunity to consider the relevant issues and to decide whether or not to exclude themselves from the Settlement Class.

Upon consideration of the renewed Motion and the responses thereto, and for the reasons discussed in the attached memorandum, it is hereby **ORDERED** that the renewed Motion is **GRANTED**. All requests for exclusion originally filed by members of the Massachusetts Provider Subgroup are **HEREBY DECLARED VOID**.

IT IS FURTHER ORDERED that the Settlement Administrator shall distribute notice materials to members of the Massachusetts Provider Subgroup consisting of the following four parts: a cover letter in the form attached to this Order as Exhibit 1, a copy of this Order, a copy of the Detailed Notice attached as Exhibit E to the Order Modifying Class Settlement Schedule, and a copy of the Provider Subclass Claim Form attached as Exhibit D to the Order Modifying Class Settlement Schedule.

IT IS FURTHER ORDERED that the Settlement Administrator shall send the new notice packet to each member of the Massachusetts Provider Subgroup by first-class mail no later than May 1, 2015. The new notice packet shall be sent to the address contained on the

provider's previous request for exclusion. These Potential Class Members shall have an opportunity to exclude themselves from the Settlement Class by submitting a written request for exclusion complying with and containing the information requested by the curative notice and the Stipulation of Settlement. Only exclusion requests sent to the Settlement Administrator at the address provided in the curative notice and postmarked on or before June 1, 2015, will be deemed valid.

IT IS FURTHER ORDERED that all counsel of record for Dr. Gordon and all persons acting in concert with any such counsel to distribute any of the communications described in the Settling Parties' Renewed Motion (including without limitation Francis A. Gaimari, Fireman & Associates, and/or Andrews Billing Solutions) shall refrain from communicating to any member of the Massachusetts Provider Subclass on or before June 15, 2015, in any oral, written, or electronic form the substance of any of the statements found by this Order to be false or misleading.

IT IS FURTHER ORDERED that all counsel of record for Dr. Gordon and all persons acting in concert with any such counsel to distribute any of the communications described in the Settling Parties' Renewed Motion (including without limitation Francis A. Gaimari, Fireman & Associates, and/or Andrews Billing Solutions) shall (a) maintain for 180 days a written log listing all of his, her, or its oral, written, or electronic communications with any member(s) of the Massachusetts Provider Subclass on or before June 15, 2015, regarding any aspect of the Class Settlement and (b) retain for 180 days copies of all documents relating to or constituting such communications. The written log shall list separately for each such communication (i) the names and business addresses of all parties to the communication, (ii) the date of the communication, (iii) the medium in which the communication was made (i.e., oral, written, electronic); and (iv)

the subject matter of the communication. Insofar as a person required to maintain such a log contends that the content of any listed communication is privileged, that person shall also include in the log entry regarding that communication a statement of facts sufficient to establish the existence of the claimed privilege

IT IS FURTHER ORDERED that the Settling Parties shall, no later than July 1, 2015, (unless extended by the Court), file a report to the Court containing the following: (1) a list of the names and addresses of all Providers to whom new notice packets were mailed; (2) a list of the names and addresses of those Providers to whom a new notice packet was mailed and not returned; (3) a list of the names and addresses of Providers to whom a new notice packet was mailed, but returned to sender, and a brief statement of the efforts undertaken to notify the Providers of the right to opt out; and (4) a list of the names and addresses of those Providers who timely submitted a new request for exclusion.

IT IS FURTHER ORDERED that members of the Massachusetts Provider Subgroup who elect to remain in the Settlement Class will have until June 15, 2015, to submit claims for payment under the terms of the Stipulation of Settlement.

IT IS SO ORDERED.

DATED this 1 day of April, 2015

CIRCUIT COURT JUDGE

First Name Last Name
Address 1
Address 2
City, ST 00000-0000

March 17, 2015

Re: *Lebanon Chiropractic Clinic, P.C. v. Liberty Mutual Insurance Company, et al.*, Case No. 14-L-521 in the Twentieth Judicial Circuit Court for St. Clair County, Illinois.

OFFICIAL COURT NOTICE

In January 2015 you requested to be excluded or "opted out" of a class settlement that has now received final Court approval in the above-referenced lawsuit. As explained in this official Court notice, your opt-out request is not valid. The Court has determined that unauthorized communications from certain Massachusetts attorneys, including attorneys from The Law Offices of Pip Collect LLC and Alekman DiTusa LLC, contained inaccuracies, misstatements, misrepresentations, and omissions that likely deceived potential Class Members into opting out. For example, the communications:

- Falsely stated or implied that you are entitled to collect 100% of your billed fees if you opt out, regardless of the amount of those fees. Such representations are false and contrary to Massachusetts law.

- Falsely stated or implied that it would be more burdensome for you to file a claim for a payment under the settlement than to seek payment by filing your own lawsuit. In fact, seeking payment through your own lawsuit could be substantially more burdensome.

- Failed to disclose that the law firms advising you to opt out have a financial interest in you doing so. Such law firms could get ten or more times as much in lawyers' fees than you would collect in damages if you opt out and they successfully sue on your behalf.

The Court's findings are attached, as well as the Detailed Notice describing the settlement. After you read this notice package, you can opt out of the Class Settlement by **June 1, 2015,** or submit a claim for payment by June **15, 2014.** Just follow the instructions in the Detailed Notice.

If you have questions about the settlement or your rights, please call (866) 591-7240. You may also visit the official Court website for this settlement at www.lebanonpipsettlement.com.

Sincerely,

Notice Administrator for Circuit Court