

**THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
EASTERN DIVISION
Master File No. 4:17-CV-141-D**

IN RE: OUTER BANKS INCIDENT LITIGATION
This Document Relates To:
All Actions.

OFFICIAL NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY.

ATTENTION: THIS NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”) EXPLAINS YOUR POSSIBLE RIGHT TO RECOVER MONEY AS A RESULT OF A PROPOSED CLASS ACTION SETTLEMENT. YOU MAY BE A MEMBER OF ONE OF THE PROPOSED SETTLEMENT CLASSES. THIS NOTICE IS DESIGNED TO ADVISE YOU OF HOW YOU CAN PARTICIPATE IN THE PROPOSED SETTLEMENT OR HOW TO BE EXCLUDED FROM THE SETTLEMENT.

TO BE ELIGIBLE TO RECEIVE A SHARE OF THE PROPOSED SETTLEMENT, YOU MUST DO THE FOLLOWING:

- **IF YOU ARE A BUSINESS CLASS MEMBER, YOU MUST SUBMIT A BUSINESS CLAIM FORM (SEE ATTACHED).**
- **IF YOU ARE A VACATIONER CLASS MEMBER, YOU MUST SUBMIT A VACATIONER CLAIM FORM.**
- **IF YOU ARE A RENTAL PROPERTY OWNER CLASS MEMBER, YOU MUST SUBMIT A RENTAL PROPERTY OWNER CLAIM FORM.**
- **IF YOU ARE A RESIDENT CLASS MEMBER, YOU MUST SUBMIT A RESIDENT CLAIM FORM.**

THE CLAIM FORMS MUST BE POSTMARKED, EMAILED, OR SUBMITTED ONLINE NO LATER THAN OCTOBER 15, 2018.

IF THERE IS NO CLAIM FORM SUBMITTED (OR A REQUEST FOR EXCLUSION SUBMITTED) BY THE ABOVE DEADLINE AND THE COURT APPROVES THE SETTLEMENT, ALL PERSONS WITH A LEGAL INTEREST IN THE BUSINESS, VACATIONER/RENTAL, AND RESIDENTS CLASSES, ALL PERSONS ASSOCIATED WITH THE VACATION RENTAL, ALL PERSONS WITH ANY OWNERSHIP INTEREST IN THE RENTAL PROPERTY, AND ALL RESIDENTS WILL BE BOUND BY THE TERMS OF THE SETTLEMENT, BUT THEY WILL NOT RECEIVE ANY MONEY UNDER THE SETTLEMENT.

THIS NOTICE CONTAINS IMPORTANT DATES AND DEADLINES. STRICT COMPLIANCE WITH THESE DATES AND DEADLINES IS ABSOLUTELY REQUIRED.

I. WHAT THE CASE IS ABOUT

On July 27, 2017, Defendants PCL Civil Constructors, Inc. and PCL Construction Enterprises, Inc. (hereafter “PCL” or “Defendants”) in the course of performing construction work on the Herbert C. Bonner Bridge, severed the sole power cable that provides electricity to the Hatteras Island and Ocracoke Island. In response to a lack of electrical power, governmental agencies with authority over Islands issued mandatory evacuations for visitors to the Islands. This mandatory evacuation for visitors remained in place until Friday, August 4, 2017, at 12:00 p.m. The loss of power and subsequent evacuations of the Islands is hereinafter referred to as the “Incident.”

In the aftermath of the Incident, multiple Plaintiffs (“Named Plaintiffs”) filed lawsuits against PCL seeking compensation from PCL for damages incurred by businesses, home rentals, owners, vacationers, and residents as a result of the Incident. PCL denies all of the allegations of liability and damages in this matter and denies any wrongdoing or liability of any kind pertaining to the Incident. **Nevertheless, subject to Court approval, the Parties have agreed to settle this Case, and release all claims arising from or relating to the Incident, to avoid the risks, costs, and delays associated with further litigation.**

As indicated herein, the Plaintiffs have reached a settlement in principle with PCL (hereafter, the “Settlement”) to resolve claims brought on behalf of local businesses, property owners and vacationers. This Settlement has been memorialized in a Settlement Agreement and General Release of All Claims (hereafter, “Settlement Agreement”). This NOTICE provides potential claimants information about the Settlement and the process by which claimants may seek compensation from the Settlement Fund. Nothing contained in this Notice, nor the consummation of the Settlement, is to be deemed an admission of liability, culpability, negligence or wrongdoing by anyone or any company affiliated with PCL.

II. IDENTITY OF PROPOSED SETTLEMENT CLASSES

The proposed Settlement Classes include:

- **Business Class**: All businesses located and/or operating on Hatteras and Ocracoke Islands during the time of the Incident. This class does not include persons or entities renting homes to vacationers.
- **Rental/Vacationer Class**: All persons who rented a vacation property on Hatteras or Ocracoke Islands during the time of the Incident (the “Vacationers”), together with all persons or entities that rented homes to Vacationers.
- **Resident Class**: All permanent residents of Hatteras and Ocracoke Islands at the time of the Incident.

Specifically excluded from the Settlement Classes are: (1) persons who are Defendants’ employees, agents, directors, officers, insurers, contractors, subcontractors, including employees of Defendants’ agents, contractors, and subcontracts; (2) persons who timely and properly exclude themselves from the Settlement Classes as provided in the Settlement Agreement; (3) any federal, state, or local governmental entity that would otherwise be a member of a Settlement Class; (4) anyone or any entity that has previously executed a release of all claims against Defendants related to the Incident and would otherwise be a member of a Settlement Class; (5) the Court, the Court’s immediate family, and Court staff; (6) the attorneys for any of the Parties and members of their law firms; (7) any person or entity whose losses were paid, in whole or in part, by Arch Insurance Company; (8) the State of North Carolina’s claim for lost tax revenue; (9) Dare County and its claim for lost tax revenue; (10) Hyde County and its claim for lost tax revenue; (11) any utility company servicing Hyde and Dare Counties that is asserting a claim for lost revenue; and (12) Real Water Sports and Ocracoke Variety for the claims that have already been made against Defendants.

III. GENERAL TERMS OF THE PROPOSED SETTLEMENT

This is a Settlement with all Defendants. The essential terms of the Settlement proposed by the Parties are set out in this Notice. Note, however, that this Notice is not the Settlement Agreement—which sets out the Parties’ rights and obligations; it is only a summary of that Agreement. Should there be any inconsistency between this Notice and the Parties’ Settlement Agreement, the Settlement Agreement will control and govern. A copy of the Settlement Agreement may be obtained by contacting the Settlement Administrator toll free at 844-402-8570, by email at PCL.OuterBanks@us.crawco.com or on the Settlement Website www.OBXSettlement.com.

PCL, without any admission of liability, will pay a total sum of \$10,350,000 into a common Settlement Fund established to pay for Class Member claims and other settlement-related payments, as set forth in this Notice. You may participate in the distribution of the Settlement Fund if you are a Class Member and you have timely and satisfactorily completed a Proof of Claim Form in accordance with the Settlement Agreement. Payments from the Settlement Fund to Class Members will be made only upon submission of sufficient Proof of Claim Forms by the claim form submission date listed below and approval by the Settlement Administrator.

Each Business Class Member that files a compliant Proof of Claim form by the claim form submission date listed below will be eligible to receive payment as follows:

- Each Business Class Member that submits an approved business claim by the claim form submission date listed below shall be entitled to a payment in the amount of \$2,500 without the necessity of providing documentation of proof of loss; or
- Each Business Class Member may submit documentation of proof of loss, as indicated in the Notice and Claim Form, and seek a recovery in excess of \$2,500.
- In the event the Business Class Member elects to seek a recovery for an amount greater than \$2,500, the Business Class Member is not guaranteed to recover any specific amount.

Each Rental/Vacationer Class Member that submits an approved claim by the claim form submission date listed below shall be entitled to a payment in the amount of the actual damages incurred by the Class Member as a result of the Incident.

Each Resident Class Member that submits an approved claim by the claim form submission date listed below shall be entitled to a payment in the amount of the actual damages incurred by the Class Member as a result of the Incident.

Class Counsel will apply for: (1) an attorneys’ fee of \$3,415,500, which equals 33 1/3% of the Settlement Fund; (2) litigation expenses and costs up to a maximum of \$100,000, all of which will be paid from the Settlement Fund along with Approved Claims.

The Parties have agreed that Defendants will pay \$100,000 in costs for notice and administration. The Parties further agree that if any of these funds remain upon completion of Class Action Notice and Settlement, such funds will be returned to Defendants. All costs of notice and administration for the Class Plaintiffs in excess of \$100,000 shall be payable from the Settlement Fund.

Class Counsel have applied for an Incentive Award payment to each of the Class Representatives in the amount of \$2,500 (the “Service Award”) not to exceed, in the aggregate, \$72,500. Incentive Awards shall be payable from the Settlement Fund and shall not reduce or otherwise limit the claims of Claims Representatives.

Within 30 days of the completion of claims administration regarding the economic damages claims made by Settlement Class Members as outlined above (referred to as the “Crawford Payment Amounts”), and following payment of the costs of claims administration, attorneys’ fees and attorneys’ costs, the funds remaining in the Settlement Fund shall be distributed to Settlement Class Members as recovery for their non-economic damages claims, in the following order:

- First, to Members of the Business Class, Rental/Vacationers Class, and Resident Class in an amount to each Member equal to 20% of their Crawford Payment Amount, subject to *pro rata* deduction dependent upon fund availability, then,
- Second, to *cy pres* recipients to be approved by the Court, which will use the funds to promote tourism on Hatteras and Ocracoke Islands.

If approved by the Court at or after the Final Approval Hearing, and if the Court's approval becomes final, definitive and non-appealable, the proposed Settlement shall discharge the Defendants and any and all of their shareholders, directors, officers, agents, servants, employees, managers, members, representatives, predecessors, successors, assigns, affiliated corporate entities (including parent, subsidiary and sister corporations), attorneys, insurers, reinsurers, and each of their administrators, heirs and assigns, and any other person, firm, corporation or entity not heretofore named as a defendant in this Class Action for whom Defendants may be liable or responsible with respect to the Incident or the subject matter of the Class Action, collectively referred to as "Released Entities," from any further liability to the Class Members for Released Claims arising out of the Incident, including all claims for damages or remedies that may be asserted by guardians, estates or legal representatives.

IV. THE SETTLEMENT WAS THE PRODUCT OF LENGTHY NEGOTIATIONS

The Parties have participated in extensive, lengthy and often contentious negotiations over many months and, as a result of the negotiations, the Parties have entered into a Settlement Agreement and General Release of All Claims. These negotiations included three full-day formal mediation sessions with a well-respected neutral mediator. The Parties have also engaged in lengthy and numerous settlement discussions outside of the formal mediation sessions. At all times, the settlement negotiations have been adversarial, non-collusive and at arm's length.

The settling Named Plaintiffs and Class Counsel have also done their own investigation and are sufficiently familiar with the facts of this Case and the applicable laws to make an informed judgment about the fairness of the Settlement Agreement. Settling Named Plaintiffs and Class Counsel have concluded that the Settlement Agreement is fair, reasonable, and in the best interests of all members of the proposed Settlement Classes, recognizing, among other things: (a) this litigation involves many complex and vigorously contested issues of law and fact; (b) the risks, expense and delay inherent in continued prosecution of the case; (c) the possibility that future proceedings to determine each proposed Settlement Class Member's damage award, should Defendants' liability to the proposed Settlement Classes be established, could be complicated and costly; (d) the possible benefits to the proposed Settlement Classes to be derived from the contemplated Settlement considering the maximum potential and likely ranges of recovery obtainable through further litigation and related expense, as well as the possibility the proposed Settlement Classes might receive no recovery whatsoever; and (e) the determination that the Settlement is fair, reasonable, adequate and in the best interest of and will substantially benefit the members of the proposed Settlement Classes. Therefore, Settling Named Plaintiffs and Class Counsel recommend that the proposed Settlement Classes accept the Settlement.

V. RELEASE OF CLAIMS.

In exchange for the payments by Defendants, the Settlement Classes, including without limitation, the Settling Named Plaintiffs and all other individual members, on behalf of themselves and their respective agents, representatives, executors, estates, heirs, beneficiaries, administrators, employees, attorneys, insurers, predecessors, successors and assigns, including any person or entity claiming by, through or under such persons, hereby finally, completely and forever release, discharge, and covenant not to sue Defendants, their respective predecessors, successors, parents, subsidiaries, affiliates, related companies, and sister companies, and, for each of these persons or entities, all of their respective past, present and future employees, directors, officers, servants, shareholders, attorneys, representatives, insurers, reinsurers, agents, administrators, heirs, predecessors, successors, and assigns and any other person, firm, corporation or entity not otherwise identified herein for whom such persons and/or entities may be liable or responsible with respect to the Alleged Incident and/or the claims raised, or that could have been raised, in this matter (individually and collectively "Releasees") from and with respect to any and all claims, causes of action, cost recovery or reimbursement claims, suits, liabilities, claims,

demands, damages, debts, interest, costs, penalties, insurance payments, taxes and expenses of whatever kind and nature, including, but not limited to, attorneys’ fees, whether known or unknown, whether in contract, tort, fraud, equity or otherwise, under any legal or equitable theory, or body of law, whatsoever, including, but not limited to, negligence, nuisance, trespass, strict liability, *res ipsa loquitur*, negligence *per se*, liability for ultra-hazardous activities or conduct, absolute liability, liability for any willful, wanton, reckless or punitive conduct, liability for intentional or deliberate acts, and/or liability that is derivative or vicarious arising out of the conduct or fault of others, whether statutory or common law, whether arising under any federal, state or local law, statute or regulation, whether for compensatory, special, punitive, direct, consequential, or other damages, which the Settlement Classes, individual members thereof, a Settling Named Plaintiffs and/or any person or entity claiming by, through or under such persons, ever has, had, or hereafter may claim to have, against the Releasees, or any of them, which relate to, are based on or arise from: (1) the claims alleged, or which could have been alleged, in this matter; (2) any claim or cause of action arising from, relating to, or in any way connected with, the Incident; and (3) any penalty, interest, taxes or additional damages or costs which arise from or relate to the claims described in (1) and/or (2) above under applicable federal, state or local laws, statutes or regulations (collectively, the “Released Claims,” individually a “Released Claim”). The Settlement Classes, including, without limitation, the Settling Named Plaintiffs and all other individual members, and/or any person or entity claiming by, through or under such persons, shall have no further claims or causes of action against the Releasees arising from or relating to the Incident.

VI. YOUR RIGHTS AS A MEMBER OF THE PROPOSED SETTLEMENT CLASSES.

You have various options under the proposed Settlement, each of which is discussed below. You may: (a) remain in the applicable Settlement Class and claim money under the Settlement; (b) remain in the Settlement Class and object to the Settlement; (c) remain in the Settlement Class and do nothing; or (d) exclude yourself from the Settlement Class and from the Settlement (“Opt-Out”). If you remain in the Settlement Class and either claim money under the Settlement or do nothing (options A and C), you will be represented at no cost to yourself by Class Counsel:

Daniel K. Bryson Scott C. Harris Mathew E Lee Patrick M. Wallace Whitfield Bryson & Mason, LLP 900 West Morgan St. Raleigh, North Carolina 27603	Robert E. Zaytoun Matthew D. Ballew John R. Taylor Zaytoun Law Firm 3130 Fairhill Drive, Suite 100 Raleigh, NC 27612
Gary E. Mason Whitfield Bryson & Mason, LLP 5101 Wisconsin Ave., NW, Suite 305 Washington, D.C. 20016	Jean S. Martin Law Office of Jean Sutton Martin, PLLC 2018 Eastwood Rd., Suite 225 Wilmington, NC 28403
J. Michael Malone Hendren, Redwine & Malone, PLLC 4600 Marriott Dr., Suite 150 Raleigh, NC 27612	John A. Yanchunis Morgan & Morgan Complex Litigation Group 201 N. Franklin St., 7th Floor Tampa, FL 33602
M. Peebles Harrison Dennis C. Rose Rose Harrison & Gilreath, P.C. P. O. Box 405, 700 Blue Jay St., Suite 1 Kill Devil Hills, NC 27948	Mona Lisa Wallace John S. Hughes Wallace and Graham, P.A. 525 North Main Street Salisbury, NC 28144
Thomas H. Burt Wolf Haldenstein Alder Freeman & Herz LLP 270 Madison Avenue New York, NY 10016	Joseph G. Sauder McCune Wright Arevalo LLP 555 Lancaster Avenue Berwyn, PA 19312

Class Counsel cannot represent you if you choose to object to any aspect of the Settlement. You may retain counsel at your own expense to represent you if you wish.

A. To Claim Money Under the Settlement:

If you wish to remain in the applicable Settlement Class and claim money under the Settlement, you must submit a Proof of Claim Form and submit your Proof of Claim Form by the claim form submission date below to the “Claims Administrator” at the following address:

Mail	Express Mail
PCL Outer Banks Claim Team c/o GCG P.O. Box 10481 Dublin, OH 43017-4081	PCL Outer Banks Claim Team c/o GCG 5151 Blazer Parkway, Suite A Dublin, OH 43017

You may also submit your Proof of Claim Form via online submission by visiting www.OBXSettlement.com or by email by sending the claim form to PCL.OuterBanks@us.crawco.com.

YOUR PROOF OF CLAIM FORM MUST BE SUBMITTED NO LATER THAN OCTOBER 15, 2018. If your Proof of Claim Form is not postmarked, emailed, or submitted online by that date, you will **not** receive any payment, but you will be bound by the Release and all other terms of the Settlement Agreement. If the Proof of Claim Form is sent from within United States, it must be sent through the United States Postal Service by first class U.S. Mail or the equivalent. Do not use a postage meter because that may not result in a postmark appearing on the envelope containing your Proof of Claim Form. The best way to insure that your Proof of Claim Form is postmarked is to take the form to the counter at your local Post Office and request that the envelope be postmarked.

If you lose, misplace or require another Proof of Claim Form, you should contact the Claims Administrator as set forth above. Also, if you have not received a Proof of Claim Form in the mail, you may obtain one online at www.OBXSettlement.com or by calling 844-402-8570.

B. To Object to the Proposed Settlement:

If you do not exclude yourself from the Settlement, but you do disagree with any part of the proposed Settlement, you may object to the proposed Settlement. To object, you must file a written objection that must include: (i) the objector’s name, address, and telephone number; (ii) the name of this Action and the case number; (iii) a statement of each objection; (iv) a written brief detailing the specific basis for each objection, including any legal and factual support the you wish to bring to the Court’s attention and any evidence that you wish to introduce in support of the objection; and (v) your availability for deposition at least five days before the Final Approval Hearing.

If your objection is made through your attorney, your written objection must also include: (1) the identity and number of the Settlement Class Members represented by your counsel; (2) the number of such represented Settlement Class Members who have opted out of any Settlement Class; and (3) the number of such represented Settlement Class Members who have remained in the Settlement Class and have not objected.

Whether the objection is filed by you or your counsel, it must be filed in accordance with the Federal Rules of Civil Procedure with the Clerk of Court for the United States District Court for the Eastern District of North Carolina, Eastern Division, at the United States District Courthouse at The Terry Sanford Federal Building and Courthouse, 310 New Bern Avenue, Raleigh, North Carolina on or before JULY 31, 2018, with copies to the following:

<u><i>Class Counsel</i></u>	<u><i>Counsel for Defendants PCL Civil Constructors, Inc. and PCL Construction Enterprises, Inc.</i></u>
Daniel K. Bryson Mona Lisa Wallace Robert Zaytoun c/o Whitfield Bryson & Mason LLP 900 W. Morgan St. Raleigh, NC 27603	Rodney E. Pettey David M. Fothergill Alexandra L. Couch Yates, McLamb & Weyher, LLP 434 Fayetteville St. Suite 2200 Raleigh, NC 27601

If you file a written objection to the proposed Settlement, you must make yourself available for deposition by Counsel for the Parties, upon request, between the time the objection is filed and a date no later than five days before the Final Approval Hearing.

If you file a written objection to the proposed Settlement, you or your attorney may also appear in court to argue your objection at the Final Approval Hearing. The date, time and place of the Final Approval Hearing are listed below. Unless you file a timely written objection, you will not be allowed to speak at the Final Approval Hearing.

IF YOU INTEND TO OBJECT TO THE SETTLEMENT BUT, WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED, YOU MUST SUBMIT A VALID PROOF OF CLAIM FORM BY THE CLAIM FORM SUBMISSION DATE LISTED ABOVE.

C. Doing Nothing:

As previously set forth, if you do nothing and the Court approves the proposed Settlement, you will be bound by the terms of the Settlement Agreement, but you will not receive any money under the Settlement.

D. To Exclude Yourself from the Proposed Settlement:

If you do not wish to participate in the Settlement, you may Opt-Out by filling out and returning a Request for Exclusion form available at www.OBXSettlement.com to the Claims Administrator at the address listed above in Section A. To be valid, the Request for Exclusion must be postmarked no later than JULY 31, 2018. If you submit a Request for Exclusion after that date, your Request for Exclusion will be rejected and you will be bound by the Release of Claims as described above and all of the other terms of the Settlement Agreement. If the Request for Exclusion is sent from within the United States, it must be sent through the United States Postal Service by first class U.S. Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion. If you submit a complete and timely Request for Exclusion, you will not be members of the proposed Settlement Class and will receive no benefits under the Settlement, but you will retain whatever individual claims you may have against Defendants.

DO NOT SUBMIT BOTH A PROOF OF CLAIM FORM AND A REQUEST FOR EXCLUSION. IF YOU SUBMIT BOTH, THE REQUEST FOR EXCLUSION MAY BE INVALID, AND YOU MAY BE INCLUDED IN THE PROPOSED SETTLEMENT CLASSES, AT WHICH POINT YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.

VII. FINAL APPROVAL HEARING

The Court will conduct a Final Approval Hearing beginning at **2:00 PM** on **SEPTEMBER 14, 2018**, at the United States District Courthouse at the Terry Sanford Federal Building and Courthouse, 310 New Bern Avenue, Raleigh, North Carolina. If you want to be heard at the Final Approval Hearing, you must file a timely, written, complete, signed, and fully compliant objection to the Settlement as provided above, and indicate your desire to be heard in opposition to the Settlement at the Final Approval Hearing by filing a Notice of Intention to Appear.

The Notice of Intention to Appear must: (1) state how much time the Settlement Class Member anticipates needing to present the objection; (2) identify, by name, address, and telephone number all witnesses the Settlement Class Member proposes to have testify; (3) summarize in detail the anticipated testimony of all such witnesses; (4) identify all exhibits the Settlement Class Member intends to offer in support of the objection; and (5) attach complete copies of all such exhibits.

The Notice of Intention to Appear must be filed in accordance with the Federal Rules of Civil Procedure with the Clerk of Court for the United States District Court for the Eastern District of North Carolina, Eastern Division, at the United States District Courthouse at The Terry Sanford Federal Building and Courthouse, 310 New Bern Avenue, Raleigh, North Carolina on or before **SEPTEMBER 4, 2018**, with copies to the following:

<u>Whitfield Bryson & Mason LLP</u> Daniel K. Bryson Scott C. Harris Matthew E. Lee Patrick M. Wallace Whitfield Bryson & Mason LLP 900 West Morgan St. Raleigh, NC 27603	<u>The Zaytoun Law Firm</u> Robert E. Zaytoun Matthew D. Ballew John R. Taylor 3130 Fairhill Drive, Suite 100 Raleigh, NC 27612	<u>Yates, McLamb & Weyher, LLP</u> Rodney E. Pettey David M. Fothergill Alexandra L. Couch 434 Fayetteville St. Suite 2200 Raleigh, NC 27601
Gary E. Mason Jennifer S. Goldstein 5101 Wisconsin Ave., NW, Ste 305 Washington, DC 20016	<u>Wallace & Graham P.A.</u> Mona Lisa Wallace John S. Hughes 525 North Main Street Salisbury, NC 28144	

If you have filed a timely, written, signed objection to the fairness of the proposed Settlement, you do not have to appear at the Final Approval Hearing in order for your objection to be considered; the Court will consider all timely, written, complete, signed and compliant objections to the proposed Settlement. To be heard in opposition to the proposed Settlement at the Final Approval Hearing, you must arrive at the courthouse by 2:00 PM on September 14, 2018. When you arrive at the courtroom please register with Court personnel if you intend to speak.

The hearing may be conducted without further notice to the members of the proposed Settlement Classes. **YOU ARE NOT REQUIRED TO APPEAR AT THE HEARING.**

VIII. ADDITIONAL INFORMATION

The basic terms of the proposed Settlement are set forth in this Notice. Note, however, that this Notice is not the Settlement Agreement, which sets forth the Parties' rights and obligations, but this Notice is only a summary of the Settlement Agreement. If there is any inconsistency between this Notice and the Settlement Agreement, the Settlement Agreement shall control and govern. For the precise terms and conditions of the Settlement Agreement, you should consult the Settlement Agreement and General Release of All Claims, which is available online at www.obxsettlement.com. If you have any questions about the Settlement Agreement, you may contact the Claims Administrator by telephone at 844-402-8570. **PLEASE DO NOT TELEPHONE THE COURT ABOUT THIS NOTICE.**

IX. REMINDER ABOUT TIME LIMITS

PLEASE NOTE THAT THE DEADLINE FOR FILING A PROOF OF CLAIM FORM IS ON OCTOBER 15, 2018. THE DEADLINE FOR FILING A REQUEST FOR EXCLUSION OR AN OBJECTION TO THE SETTLEMENT AGREEMENT IS JULY 31, 2018.

X. CAPITALIZED TERMS

All capitalized terms in this notice have the meaning provided in the Settlement Agreement unless defined in this Notice.