### LONG FORM CLASS NOTICE

If you sustained damages as a direct result of the water service provided by United Water Service, Inc. between February 16, 2013 and the present, you may benefit from a proposed Class-Action Settlement.

# READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

PLEASE CHECK THE SETTLEMENT WEBSITE AT <a href="www.uwssettlement.com">www.uwssettlement.com</a> REGULARLY FOR UPDATES AND FURTHER DETAILS

The United States District Court for the Western District of Louisiana authorized this notice.

This is not a solicitation from a lawyer.

- A Class-Action Settlement has been reached in *Aaron Knott, et al. versus United Water System*, Inc., et al., on the docket of the United States District Court for the Western District of Louisiana bearing civil action no. 6:23-cv-00401. The defendants in this Class Action, United Water System, Inc., American Alternative Insurance Corporation and National Union Fire Insurance Company of Pittsburgh, Pa., have agreed to pay a total sum of \$1,500,000.00 (One Million Five Hundred Thousand Dollars) into a Settlement Fund. For the precise terms and conditions of the settlement, please: (i) visit Settlement the www.UWSSettlement.com, where you may access the Settlement Agreement and Release; (ii) contact Class Counsel, as explained in more detail below; or (iii) access the Court docket in this case by visiting the office of the Clerk of the Court for the United States District Court for the Western District of Louisiana, Lafayette Division, John M. Shaw United States Courthouse, 800 Lafayette Street, Lafayette, Louisiana 70501. Please do not telephone the Court or the Court Clerk's Office to inquire about this Proposed Settlement or the claim process.
- This notice summarizes the lawsuit and Class-Action Settlement (sometimes referred to in this notice as the "Settlement").
- Plaintiffs in the above-captioned action assert that they have been damaged by United Water System, Inc. ("United Water")'s deficient water service from February 16, 2013 to the present. More specifically, Plaintiffs allege that they have received water from United Water that is regularly discolored, contains suspended particulate matter and contamination and has unpleasant and objectionable odors. Plaintiffs also allege that they have regularly suffered with drops in and fluctuating water pressures as well as total loss of water pressure/supply at times and boil advisories. Plaintiffs allege that all of these aforementioned issues, as well as the written and published notices of drinking water standard violations that they have received from United Water during the proposed class period render the water from United Water unfit for use and caused damage to their persons and/or personal property.
- You are a member of the Class if you are/were a residential property owner (or residential
  property owner's household member) or lessee of residential property (or residential lessee's
  household member) who is/was a United Water System account holder and sustained damages

as direct result of receiving your water service from United Water between February 16, 2013 and the present.

• If you are an eligible member of the Class, the Settlement may provide you with a cash award. The exact amount of that cash award cannot be determined at this time. If you received this notice via U.S. Mail, you do not need to do anything to receive a cash payment. If you did not receive this notice via U.S. Mail and you wish to receive a cash payment, you must timely submit a Proof of Claim Form.

### YOUR RIGHTS AND CHOICES IF YOU ARE A MEMBER OF THE CLASS:

YOU MAY:		DUE DATE
DO NOTHING	If you were an account holder of United Water on January 30, 2025 and received this notice addressed to you via U.S. Mail, and you do nothing, you and the members of your household will be bound by the Settlement (if approved), you and the members of your household will have released your claims, and your household will receive a monetary award made payable to the account holder.	By N/A
FILE A CLAIM FORM	If you sustained damages as a direct result of receiving your water from United Water between February 16, 2013 and the present, but you were no longer an account holder of United Water on January 30, 2025 and/or did not receive this notice addressed to you via U.S. Mail, you must timely submit a valid Claim Form to the Claims Administrator in order to recover a monetary award under the Settlement.	By March 28, 2025  Any form sent by United States mail must be postmarked on or before March 28, 2025.
EXCLUDE YOURSELF	You may request to be excluded from the Class by timely submitting a request in writing to the Claims Administrator. If you do this, you will not receive any of the benefits provided by the Settlement and you may not object to the Settlement. You will, however, keep your right to sue regarding the Claims asserted in the Class Action.	By March 28, 2025  Any request for exclusion sent by United States mail must be postmarked on or before March 28, 2025.
Овјест	You may object to the Settlement by submitting a valid and timely objection to the Court and counsel for the Parties. If you object, but were no longer an account holder of United Water on January 30, 2025 and/or did not receive this notice addressed to you via U.S. Mail, you must still timely submit a valid Claim Form by the date specified above in order to receive a cash payment. You may object to the Settlement only if you <u>do not</u> exclude yourself from the Settlement.	By March 28, 2025  Any objection sent by United States mail must be postmarked on or before March 28 2025.

- These rights and choices and the deadlines to exercise them are further explained in this notice.
- These deadlines may be moved, cancelled or otherwise modified by the Court, so please check the Settlement Website at <a href="https://www.uwssettlement.com">www.uwssettlement.com</a> regularly for updates and further details.
- The Court still has to decide whether to approve the Settlement. Benefits will be provided only if the Court approves the Settlement and after any appeals are resolved.

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#### **BASIC INFORMATION**

## 1. Why did I get this notice?

A Court ordered and approved this notice because you have the right to know about a Settlement that may affect you. You have legal rights and choices to make before the Court decides whether to approve the Settlement.

This notice explains:

- What the lawsuit is about
- Who is included in the Settlement
- How the Settlement may benefit you
- What your legal rights are
- How to get benefits of the Settlement

### 2. What is the lawsuit about?

This case is pending in the United States District Court for the Western District of Louisiana (Lafayette Division). The full name of the action is *Aaron Knott, et al. versus United Water System, Inc., et al.,* on the docket of the United States District Court for the Western District of Louisiana bearing civil action no. 6:23-cv-00401.

The Plaintiffs in this lawsuit allege that they have been damaged by United Water's deficient water service from February 16, 2013 and the present. More specifically, Plaintiffs allege that they have received water from United Water that is regularly discolored, contains suspended particulate matter and contamination and has unpleasant and objectionable odors. Plaintiffs also allege that they have regularly suffered with drops in and fluctuating water pressures as well as total loss of water pressure/supply at times and boil advisories. Plaintiffs allege that all of these aforementioned issues, as well as the written and published notices of drinking water standard violations that they have received from United Water during the proposed class period render the water from United Water unfit for use and caused damage to their persons and/or personal property. Plaintiffs assert claims for breach of contract, redhibition, detrimental reliance, civil trespass, and general negligence. They claim various categories of damages including but not limited to out of pocket expenses for purchasing bottled water, ice, water/ice dispensers, for expenses of installing water filtration systems and related maintenance and filter replacement costs, loss of use and enjoyment of real property, homes, and leased properties, diminution in value of clothes and/or linens, mental and emotional distress, non-reimbursed personal expenses, nuisance, annoyance, discomfort, inconvenience, civil trespass, fear of bodily injury, fear of contracting disease, and fear of increased risk of contracting disease American Alternative Insurance Corporation ("AAIC") and National Union Fire Insurance Company of Pittsburgh, Pa. ("National Union") issued insurance policies to United Water during the time period in which United Water is alleged to have been deficient in the provision of potable water to Plaintiffs, and Plaintiffs allege that their losses are covered under these policies. United Water, AAIC, and National Union are referred to collectively as "Defendants."

Defendants vigorously deny Plaintiffs' allegations of breach of contract, redhibition, detrimental reliance, civil trespass, and general negligence, and deny that any conduct challenged by Plaintiffs caused any damage whatsoever, and have asserted a number of defenses to Plaintiffs' Claims.

The Court has not issued a final ruling on Plaintiffs' Claims. Plaintiffs and Defendants have agreed to the Settlement to avoid the risk and expense of further litigation. Plaintiffs believe that their Claims have merit, but that the Settlement is fair, reasonable, and in the best interests of the members of the Class given the risk and expense of further litigation.

## 3. Why is this a Class Action?

In a Class Action, one or more people, called Class Representatives, sue on behalf of other people who have similar claims. All these people together are a "Class" or "Class Members." One court decides all the issues in such a Class-Action lawsuit for all Class Members, except for those who exclude themselves from the Class. In a Class Action, the Court has a responsibility to assure that prosecution and resolution of the Class Claims by the Class Representatives and Class Counsel is fair. In this lawsuit, the Class Representatives are asking the Court to decide the issues for all persons who sustained damages as direct result of receiving their water service from United Water between February 16, 2013 and the present. The term "damages," as used herein, does not include bodily injuries, health claims or claims for reimbursement of medical expenses.

## 4. Why is there a Proposed Settlement?

The Court did not rule in favor of either party. Instead, the Parties agreed to a Settlement in order to avoid the expense and risks of continuing the lawsuit. The Class Representatives and their attorneys think the Settlement is best for all members of the Class Members.

### WHO IS IN THE PROPOSED SETTLEMENT CLASS

# 5. How do I know if I'm part of the Class?

The Class includes: "All natural persons who are residential property owners (including members of their household) and lessees of residential property (including members of their household) who at any time between February 16, 2013 and the present are/were United Water System account holders and received their water supply from United Water System, Inc. and, as a result of receiving water from United Water System, Inc. between February 16, 2013 and the present, have any of the following claims: mental and emotional distress; non-reimbursed personal expenses; nuisance, annoyance, discomfort, and inconvenience; civil trespass; fear of bodily injury, fear of contracting disease, fear of increased risk of contracting disease; personal property damage/loss as it relates to clothes and/or linens, diminution in value of clothes and/or linens, out of pocket expenses, including but not limited to expenses for purchasing bottled water/ice, purchase of water/ice dispensers, expenses of installing water filtration systems and related maintenance and filter replacement costs or need for same in the future; loss of use and enjoyment of real property, homes and leased property(ies)."

If this describes you, you are automatically a member of the Class unless you exclude yourself by following the steps for exclusion described below.

Persons who are members of the Class and do not exclude themselves will be bound by the Settlement, if approved by the Court, whether or not they submit a Proof of Claim Form, and will be prevented from bringing other Claims covered by the Settlement. Those who exclude themselves from the Class will not be bound by the Settlement and will not receive any payments from the Settlement.

In order to receive a monetary award, you must submit a valid Proof of Claim Form UNLESS you were an account holder of United Water on January 30, 2025 AND you received this Notice addressed to you via U.S. Mail. If you were an account holder of United Water on January 30, 2025 AND you received this Notice addressed to you via U.S. Mail, you do not have to do anything more and your household will receive a monetary award if the Court finally approves the Settlement.

If you were NO LONGER an account holder of United Water on January 30, 2025 AND/OR you DID NOT receive this Notice addressed to you via U.S. Mail, you must submit a Proof of Claim Form by the deadline stated herein in order to receive a monetary award.

#### THE PROPOSED SETTLEMENT BENEFITS – WHAT YOU MAY GET

### 6. What does the Proposed Settlement provide?

A portion of the settlement fund will be reserved to pay litigation costs and out-of-pocket expenses incurred by the Class Counsel, and the Class Counsel's attorney's fees for work in litigating the case and obtaining this settlement. The settlement fund shall also cover the costs of administering the settlement and any approved payments to Class Representatives.

The exact amount of money that you could receive from the settlement cannot be determined at this time. The amount of each claim payment is dependent on, among other things, the total number of claims received and the costs of administering the settlement.

### 7. How do I submit a Claim for benefits?

Unless you were an account holder of United Water as of January 30, 2025 and you received this Notice addressed to you via U.S. Mail, you must complete and submit a Proof of Claim Form if you wish to receive a monetary award. To submit the Proof of Claim Form, you **must do one of** 

the following: (i) complete an electronic Proof of Claim Form and submit it to the Claims Administrator via e-mail to info@UWSSettlement.com on or before March 28, 2025; or (ii) complete a paper Proof of Claim Form and send it to the Claims Administrator via United States mail, postage prepaid to P.O. Box 3637 Baton Rouge, LA 70821 postmarked by March 28, 2025.

## 8. When will I get my Settlement benefits?

Settlement benefits will be available only if the Settlement is finally approved by the Court. The Parties anticipate that the Court will hold a Fairness Hearing on June 3, 2025 at 10:00 a.m. at the United States District Court for the Federal Western District of Louisiana located at 800 Lafayette Street, Suite 2100 Lafayette, Louisiana 70501, to decide whether to approve the Settlement. If the Court approves the Settlement and appeals or post-judgment motions are filed, the Settlement does not become Final until all such appeals and post-judgment motions are resolved. It is always uncertain how long such motions and appeals, if any, might take – they can take many months or longer. You should check the Settlement Website at <a href="https://www.UWSSettlement.com">www.UWSSettlement.com</a> for updates on the status of the Settlement and applicable deadlines. Please be patient.

# YOUR RIGHTS AND CHOICES - EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

# 9. What am I giving up to stay in the Class?

If you sustained damages as a direct result of receiving water service from United Water between February 16, 2013 and the present, and if you do not timely exclude yourself from the Class as outlined below, you are automatically a Class Member. The term "damages," as used herein, does not include bodily injuries, health claims or claims for reimbursement of medical expenses.

If you stay in the Class, you cannot sue or be part of any other lawsuit against Defendants about the Claims in this lawsuit. In addition, if you stay in the Class, all of the Court's orders pertaining to the Class will apply to you.

By staying in the Class, you become a Class Member and you are agreeing to fully, finally and forever release, relinquish, and discharge any current or future Claims, as defined below, you might have against Defendants that arise as a direct result of receiving water service from United Water between February 16, 2013 and the present. The release contained in the proposed Settlement Agreement is set forth below:

In consideration of the Settlement Payment and the terms and conditions of the Agreement, Plaintiffs' Class Representatives and Class Counsel on behalf of all Class Members agree that, upon the Effective Date and tender of the Settlement Payment to the Claims Administrator, the Final order and judgment approving the Agreement shall operate as a release of the Released Parties by each and every Class Member, on behalf of each and every Class Member and all of his or her heirs, executors, administrators, and assigns, whereby the Class Members release, acquit, and forever discharge any and all Claims, as defined at Section 1.4 herein, and

covenanting not to sue the Released Parties regarding any and all Claims, as defined at section 1.4 herein.

"Claims" means all past, present, and future claims for breach of contract; negligence; detrimental reliance; redhibition; equitable contribution, mental anguish and emotional distress; non-reimbursed personal expenses; nuisance, annoyance, discomfort, and inconvenience; civil trespass; fear of bodily injury, fear of contracting disease, fear of increased risk of contracting disease; personal property damage/loss as it relates to clothes and/or linens including damage and staining of clothes and linens, replacement costs of clothes and linens damaged/stained by deleterious water and diminution in value of clothes and/or linens; out of pocket expenses, including but not limited to expenses for purchasing bottled water/ice, purchase of water/ice dispensers, expenses of installing water filtration systems and related maintenance and filter replacement costs or need for same in the future; loss of use and enjoyment of real property, homes and leased property(ies) arising from or related to the production or distribution of water by United Water System, Inc. to any and all Class Members between February 16, 2013 and the present including all liabilities, demands, causes of action, rights of action, complaints, lawsuits, regulatory proceedings, obligations, responsibilities, assertions, allegations, entitlements, expectations, demands, debts, expert opinions, interventions, assigned claims, cross-claims, third-party claims, subrogation claims, arbitration or mediation demands, injunctive claims and/or obligations of any kind or character, known or unknown, foreseen or unforeseen, asserted or unasserted made or which could have been made or which could be made in the future, existing or contingent, whether at law or in equity, whether sounding in, grounded in or based upon or in tort, contract, quasi-contract, equity, third-party beneficiary, citizen suit, obligation, nuisance, trespass, negligence, gross negligence, negligence per se, strict liability, absolute liability, unjust enrichment, intentional or deliberate conduct, derivative or vicarious liability and/or any past, present or future law, statute, standard, jurisprudence, regulation or other legal theory or basis of liability whatsoever, whether local, state or federal, and whether for compensatory damages, special damages, punitive damages, exemplary damages, costs, expenses, and/or fees of any kind whatsoever. "Claims" does not include claims for bodily injuries, health claims or claims for reimbursement of medical expenses.

## 10. Can I get out of the Settlement?

Yes. You can get out of the Settlement by excluding yourself from the Class. Excluding yourself from the Class is sometimes referred to as "opting out." If you exclude yourself from the Class, you will not and cannot receive any benefits under the Settlement and you cannot object to the Settlement. However, you keep the right to file your own lawsuit, or join another lawsuit, against Defendants about the Claims in this lawsuit.

## 11. How do I exclude myself from the Settlement Class?

To exclude yourself from the Settlement Class, you must timely send an electronic or written request to be excluded to the Claims Administrator that contains all of the following information:

- Your name, current address, and telephone number;
- A statement that you want to be excluded from the case *Aaron Knott, et al. versus United Water System, Inc., et al.*, on the docket of the United States District Court for the Western District of Louisiana bearing civil action no. 6:23-cv-00401, that you do not wish to be a Class Member, and that you want to be excluded from any judgment entered in this case;
- Your signature (or your lawyer's signature).

To submit a request to be excluded from the Class, you <u>must do one of the following</u>: (i) complete an electronic request and submit it to the Claims Administrator via e-mail to <u>info@UWSSettlement.com</u> on or before **March 28, 2025**; or (ii) complete a written request to be excluded and send it to the Settlement Administrator via United States mail, postage prepaid to P.O. Box 3637 Baton Rouge, LA 70821, postmarked by **March 28, 2025**.

Any request for exclusion sent by United States mail must be postmarked on or before March 28, 2025.

# 12. If I don't exclude myself from the Class, can I still sue Defendants for the same things later?

No. Unless you exclude yourself from the Class, you give up the right to sue the Released Parties, including Defendants, for any damages sustained as a direct result of receiving your water from United Water between February 16, 2013 and the present. If you want to keep the right to sue Defendants in a new lawsuit relating to this subject matter, you must timely exclude yourself from the Class. Remember, any exclusion request must be submitted to the Claims Administrator on or before **March 28, 2025**. The term "damages," as used herein, does not include bodily injuries, health claims or claims for reimbursement of medical expenses.

# 13. If I exclude myself from the Class, can I get any benefits from the Proposed Settlement?

No. If you exclude yourself from the Class, you will not and cannot receive any benefits under the Settlement.

# YOUR RIGHTS AND CHOICES - OBJECTING TO THE PROPOSED SETTLEMENT

### 14. How do I tell the Court I don't like the Proposed Settlement?

If you are a member of the Class and don't exclude yourself, you can object to the Settlement or any part of it by filing and serving a written objection as detailed herein. You can ask the Court

to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Proposed Settlement. If the Court denies approval, no Settlement Payments will be made and the parties to the lawsuit will return to their positions before Settlement. If that is what you want to happen, you must object.

To object, you must file your written objection with the Court no later than **March 28, 2025**. You must also send your objection to Class Counsel and Counsel for Defendants, postmarked no later than **March 28, 2025**.

<u>Court</u>	Class Counsel	Counsel for Defendants
Clerk of Court,	Gordon Schoeffler,	John E. W. Baay, II
United States District Court	Attorney at Law	Geiger, Laborde & Laperouse, L.L.C.
Western District of Louisiana	P.O. Box 4829	701 Poydras Street, Suite 4800
800 Lafayette Street,	Lafayette, La 70502	New Orleans, Louisiana 70139
Suite 2100	Phone: (337) 789-2563	Telephone:(504) 561-0400
Lafayette Louisiana 70501	Fax: (337) 261-0799	Facsimile:(504) 561-1011

Your objection must include your full name, telephone number, home address, email address, any address at which you received water service from United Water between February 16, 2013 and the present or other proof of membership in the Class. In addition to the above, your objection must state the reasons why you are objecting, and whether you intend to appear in Court at any Final Fairness Hearing either with or without separate counsel, and be signed by you or your attorney. If you have documents supporting your objection, you must attach them to your letter. If you intend to call witnesses at the Final Fairness Hearing, you must identify them.

If you wish to appear and speak at the Final Fairness Hearing, you must file a Notice of Appearance with the Court and mail it to Class Counsel and Defendants' Counsel no later than ten (10) business days before the hearing.

# 15. What's the difference between objecting to the Proposed Settlement and excluding myself from the Settlement Class?

Objecting to the Settlement is the way to tell the Court what you don't like about the Settlement as a member of the Class. You can object only if you remain in (i.e., do not exclude yourself from) the Class.

Excluding yourself from the Class is the way to tell the Court you do not want to participate in the Settlement and that you want to keep the right to file your own lawsuit. If you exclude yourself from the Class, you cannot object because the Settlement no longer will affect you.

### YOUR RIGHTS AND CHOICES - APPEARING IN THE LAWSUIT

### 16. Can I appear or speak in this lawsuit and Settlement?

Yes, you may appear and speak at the Final Fairness Hearing by filing an objection and Notice of Appearance in the manner and in the time set forth in response to Question 14 herein. You may

also hire your own individual lawyer to speak for you, but you will have to pay for any such lawyer yourself.

### IF YOU DO NOTHING

## 17. What happens if I do nothing at all?

If you do nothing you will remain a Class Member and all of the Court's orders pertaining to the Class will apply to you. You won't be able to sue, or join a new lawsuit against, any of the Released Parties for any damages that you may have sustained as a direct result of receiving your water from United Water between February 16, 2013 and the present. The term "damages," as used herein, does not include bodily injuries, health claims or claims for reimbursement of medical expenses.

If you were an account holder of United Water on January 30, 2025 AND you received this Notice addressed to you via U.S. Mail, you do not have to do anything more and your household will receive a monetary award if the Court finally approves the Settlement.

If you were NO LONGER an account holder of United Water on January 30, 2025 AND/OR you DID NOT receive this Notice addressed to you via U.S. Mail, you must submit a Proof of Claim Form by the deadline stated herein in order to receive a monetary award. Proof of Claim Forms can be obtained by contacting Class Counsel or visiting the website <a href="www.uws.etmlerent.com">www.uws.etmlerent.com</a>.

#### THE LAWYERS REPRESENTING YOU

### 18. **Do I have a lawyer in this case?**

Yes, the Court has appointed the following attorneys as Class Counsel to represent the Class:

Gordon Schoeffler, Attorney at Law Physical: 730 Jefferson St., 70501 Mailing: P.O. Box 4829 Lafayette, La 70502 Phone 337-789-2563 Fax: 337-261-0799

gordon@gislawoffice.com

Adam R. Credeur Kenneth W. DeJean Natalie M. DeJean Law Offices of Kenneth W. DeJean Physical: 417 W. University Ave., Lafayette, LA 70506 Mailing: P.O. Box 4325, Lafayette, LA 70502

Phone: 337-235-5294
Fax: 337-235-105
adam@kwdejean.com
kwdejean@kwejean.com
natalie@kwdejean.com

You will not be charged for these lawyers. You are welcome to call these lawyers with any questions about the lawsuit or Settlement, or to otherwise discuss further the Settlement.

You may also consult your own lawyer at your own expense.

# 19. How much will the lawyer for the Settlement Class be paid and how will they be paid?

The settlement amount will be reduced by Court-approved deductions to (a) pay for Class Counsel attorney fees, costs and expenses that are approved by the Court, as well as any incentive payments to class representatives, and (b) pay for costs and expenses to administer the Settlement.

Class Counsel will ask the Court for payment of attorneys' fees not to exceed 40% of the total settlement amount plus reimbursement of the costs and expenses that they have incurred while working on and litigating this case, to be paid from the Settlement Fund. Class Counsel also will ask the Court to award each of the five named Plaintiffs \$1,000.00 in incentive payments, to be paid from the Settlement Fund. Class Counsel will file their attorney fee application at least ten (10) business days before the deadline for objecting to the Proposed Settlement.

### THE COURT'S FAIRNESS HEARING

# 20. When and where will the Court decide whether to approve the Proposed Settlement?

The Court will hold a Final Fairness Hearing at 10:00 a.m. on **June 3, 2025** at the United States District Court for the Western District of Louisiana, Lafayette Division, John M. Shaw United States Courthouse, located at 800 Lafayette Street, Lafayette, Louisiana 70501. This hearing date may be moved, cancelled, or otherwise modified, so please regularly check the following for further details: (i) the Settlement Website at <a href="https://www.uws.ettlement.com">www.uws.ettlement.com</a>; or (ii) the Court docket in this case by visiting the office of the Clerk of the Court for the United States District Court for the Western District of Louisiana, Lafayette Division, John M. Shaw United States Courthouse, 800 Lafayette Street, Lafayette, Louisiana 70501.

At the Final Fairness Hearing, the Court will consider all timely and properly raised objections, if any, and will consider whether the Settlement is fair, reasonable, and adequate to the Class. The judge may listen to people who have timely and properly objected to the Settlement and requested to speak at the hearing. The judge may also decide how much to award to Class Counsel for their fees and expenses. At or after the hearing, the judge will decide whether to approve the Settlement. We do not know how long these decisions will take.

## 21. Do I have to come to the Final Fairness Hearing?

No, you don't have to come to the hearing. Class Counsel will answer any questions the Court may have. But you and/or your lawyer are welcome to come at your own expense. If you timely and properly file and serve a written objection, you don't have to come to the hearing for the judge to consider it.

# 22. Can I speak at the hearing?

Yes, you may, but only if you timely and properly file and serve a written objection and Notice of Appearance, as set forth in response to Question No. 14 above. You cannot speak at the hearing if you exclude yourself from the Class.

#### **GETTING MORE INFORMATION**

# 23. Are more details about the lawsuit and the Settlement available? If so, where can I access any additional information?

This notice only summarizes the lawsuit and Settlement. You can get more information, read common questions and answers, and access documents, including the Settlement Agreement and Release, by visiting the Settlement Website at <a href="www.UWSSettlement.com">www.UWSSettlement.com</a> or by contacting Class Counsel at the contact information listed in response to Question No. 18 above.

The court files for this case are available for your inspection at the Office of the Clerk of the Court for the United States District Court for the Western District of Louisiana, Lafayette Division, John M. Shaw United States Courthouse, 800 Lafayette Street, Lafayette, Louisiana 70501.

# PLEASE DO NOT CALL OR DIRECT ANY INQUIRIES TO DEFENDANTS.