

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

**ABLE HOME HEALTH, LLC v. AIR1 WIRELESS, INC., AIR1 WIRELESS HOLDINGS, LLC,
NEXTEL RETAIL STORES, LLC and SPRINT COMMUNICATIONS COMPANY, LP, 14 C 2942**

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS NOT A SOLICITATION.

THE SENDING OF THIS NOTICE BY FACSIMILE OR BY MAIL HAS BEEN PRELIMINARILY APPROVED BY THE COURT.

PLEASE READ THIS NOTICE CAREFULLY.

**IF YOU WISH TO BE PAID BENEFITS UNDER THIS SETTLEMENT
SUBMIT A CLAIM FORM BY JULY 13, 2015.**

To All Members of the Following Class:

All persons with fax numbers who during the Class Period (April 24, 2010 through and including April 24, 2014), were sent facsimiles by or on behalf of the Air1 Wireless Defendants promoting the Sprint Defendants' or the Air1 Wireless Defendants' goods or services for sale and which did not contain an opt out notice as described in 47 U.S.C. § 227.

I. WHY IS THIS NOTICE BEING SENT?

You received this notice because the records of Air1 Wireless, Inc. and Air1 Wireless Holdings, LLC (collectively, the "Air1 Wireless Defendants") show that you were sent one or more facsimiles that promoted the goods or services of Nextel Retail Stores, LLC and Sprint Communications Company, LP (collectively, the "Sprint Defendants") or the Air1 Wireless Defendants. As a result of this lawsuit you may be eligible to receive a pro rata share or shares of a Settlement Fund under a proposed settlement of a class action lawsuit if you submit a Claim Form by **JULY 13, 2015**. The lawsuit is pending in federal court in Chicago, Illinois. The hearing to approve the settlement will be held on **AUGUST 18, 2015 at 9:30 a.m.** before Judge Der-Yeghiayan, Courtroom 1903 of the U.S. District Court for the Northern District of Illinois, 219 S. Dearborn St., Chicago, IL 60604.

II. SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS

- (1) **Submit a Claim Form:** This is the only way to get a cash payment. The deadline to submit a claim is **JULY 13, 2015**. Settlement Class Members who submit valid claims may expect to recover up to \$500 per facsimile transmission. Each facsimile transmission is the equivalent of one settlement share. See Sections IV and V.
- (2) **Exclude Yourself:** Get no payment. This is the only option that allows you to ever be part of any other lawsuit about the legal claims in this case. The deadline to exclude yourself and "opt out" of the settlement is **JULY 13, 2015**. See Section VII.
- (3) **Object:** Write to the Court about why you don't like the settlement or any part of it. The deadline to object is **JULY 13, 2015**. See Section VIII.
- (4) **Go to a Hearing:** Ask to speak in Court about the fairness of the settlement. The final approval hearing is scheduled for **AUGUST 18, 2015** at 9:30 a.m. See Section I.
- (5) **Do Nothing:** Get no payment. Give up rights. See Section VI.

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

III. WHAT IS THE LAWSUIT ABOUT?

Plaintiff Able Home Health, LLC ("Plaintiff") sued the Air1 Wireless Defendants and the Sprint Defendants alleging that it received an unsolicited facsimile advertisement and that the sending of that fax and others like it violated a federal law called the federal Telephone Consumer Protection Act, the Illinois Consumer Fraud Act and the Illinois common laws of conversion, private nuisance, and trespass to chattels. Plaintiff sought to represent a class of persons to whom the Air1 Wireless Defendants and the Sprint Defendants sent unsolicited facsimile advertisements. The Air1 Wireless Defendants and the Sprint Defendants deny these allegations but have agreed to settle to avoid the costs and uncertainties of litigation.

IV. WHAT IS THE PROPOSED SETTLEMENT?

Under the proposed settlement, the Air1 Wireless Defendants and the Sprint Defendants have agreed to pay a Settlement Fund in the amount of \$52,000. If the Settlement is approved by the Court, the Settlement Fund will cover an award to Plaintiff (\$3,000, in addition to its recovery as a class member), attorney's fees (in the amount not to exceed of \$16,333.33), and costs of notice and administration (not to exceed \$3,000). After these amounts are deducted, each Settlement Class Member who submits a valid claim by **JULY 13, 2015** will receive an equal share of the remaining funds based on the number of facsimile transmission each Settlement Class Member was sent (a "Settlement Share"). Your Settlement Share depends on how many Settlement Class Members submit Claim Forms and how many fax transmissions each Settlement Class Member was sent but cannot exceed \$500 per fax. This notice is being sent to approximately 155 persons or entities. These 155 persons or entities were collectively sent a total of approximately 165 fax transmissions. Settlement Class Members were sent between 1 and 4 facsimile advertisements. Most Settlement Class Members were sent 1 fax. The recovery to the Settlement Class Members is estimated and is subject to change based on court approval.

V. HOW DO I GET A PAYMENT?

If you are part of the class described above, in order to receive a monetary award under the Settlement Agreement, you must complete and submit the Claim Form, using the Claim Number on your Claim Form, via mail or fax to the Class Administrator, **Air1 Wireless Class Administrator, P.O. Box 40007, College Station, TX 77842-4007 or 1-866-674-2893 (FAX)**. Claim Forms must be faxed or postmarked by **JULY 13, 2015**. If your payment exceeds \$599.99, you will be asked to submit a W-9 form in order to receive your payment.

VI. WHAT AM I GIVING UP?

If the settlement becomes final, you will be releasing the Air1 Wireless Defendants and the Sprint Defendants from any claims arising from or in any way relating to facsimiles sent on or after April 24, 2010 through and including April 24, 2014 by or on behalf of the Air1 Wireless Defendants promoting the Air1 Wireless Defendants' or the Sprint Defendants' goods or services for sale and which did not contain an opt out notice as described in 47 U.S.C. § 227. This release is more fully explained in paragraph 11 of the Settlement Agreement. The Settlement Agreement is available at the Clerk's Office during regular business hours, U.S. District Court for the Northern District of Illinois, 219 S. Dearborn St., Chicago, IL 60604, and is also posted on www.edcombs.com. You will need to reference case number 14 C 2942.

VII. EXCLUDING YOURSELF FROM THE SETTLEMENT

You will be a member of the Settlement Class unless you exclude yourself from the Settlement Class. You need not take any action to remain in the Settlement Class but you need to submit a Claim Form by July 13, 2015 to be eligible to receive a payment.

If you want to keep the right to sue the Air1 Wireless Defendants or the Sprint Defendants over any of the legal issues that were raised or could have been raised in this case by any members of the Settlement Class, then you must take steps to get out of the settlement. This is called asking to be excluded from – or sometimes called “opting out” of – the class. To exclude yourself from the settlement, you must send a letter saying that you want to be excluded from the proposed settlement class in *Able Home Health, LLC v. Air1 Wireless, Inc., Air1 Wireless Holdings, LLC, Nextel Retail Stores, LLC, and Sprint Communications Company, LP*, 14 C 2942. Be sure to include your name, address, the number for the facsimile machine on which you were sent a fax advertisement and your signature by **JULY 13, 2015**. Send the letter to **Class Counsel at the address or fax number provided in paragraph IX or the Class Administrator at the address or fax number provided in paragraph V**. If you opt out, you will not receive any payment from the Settlement Fund, you cannot object to the Settlement and you will not be bound by anything that happens in this lawsuit.

VIII. OBJECTING TO THE SETTLEMENT.

Either on your own or through an attorney you hire, you can tell the Court that you don't agree with the settlement or some part of it. You must explain why you think the Court should not approve the settlement. Any objection must include your name, address, the telephone number for the facsimile machine on which you were sent the fax advertisement(s), a statement of your objection to the Settlement Agreement, and an explanation of the legal and factual reasons you object to the settlement and documentation, if any, to support your objection, by **JULY 13, 2015**. The Court may only consider any objections submitted or filed **JULY 13, 2015**.

Objecting is simply telling the Court that you don't like something about the Settlement. You can object ONLY if you stay in the class. If you exclude yourself, you can't object. Any objections or appearances may be filed with the Court and reference case number 14 C 2942 and mailed to **Class Counsel at the address provided in paragraph IX and Air1 Wireless Defendants' Counsel at the following address: Chris Rouskey, ROUSKEY AND BALDACCI, 151 Springfield Avenue, Joliet, IL 60435, and the Sprint Defendants' Counsel at the following address: Tammy Adkins, MCGUIRE WOODS LLP, 77 W. Wacker Drive, Suite 4100, Chicago, IL 60601**.

IX. WHO REPRESENTS THE CLASS?

The Court has appointed the following law firm to represent you and other members of the Settlement Class in this lawsuit:

EDELMAN, COMBS, LATTURNER & GOODWIN, LLC (29591)
20 S. Clark St., Suite 1500
Chicago, IL 60603
(312) 739-4200 (312) 419-0379 (FAX) www.edcombs.com

This firm represents your interests in this lawsuit. You may contact them with any questions that you have about the lawsuit or the Settlement. You do not have to pay the fees of Class Counsel. You may also hire your own attorney at your own cost to appear on your behalf.

X. CAN I GET MORE INFORMATION?

This notice is intended only as a summary of the lawsuit and proposed settlement. It is not a complete statement of the lawsuit or the proposed settlement. You may inspect the pleadings and other papers (including the proposed Settlement Agreement) that have been filed in case number 14 C 2942, at the office of the Clerk of the Court, U.S. District Court for the Northern District of Illinois, 219 S. Dearborn St., Chicago, IL 60604. The Settlement Agreement (excluding exhibits) is also available on www.edcombs.com. If you have questions about this notice or the proposed settlement, you may contact Settlement Class Counsel at the address and phone number listed above. **DO NOT CONTACT THE COURT OR DEFENDANTS FOR INFORMATION.**

BY ORDER OF THE U.S. DISTRICT COURT, N.D. III.