

# **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 8, 2015.**

## **To All Members of the Following Class:**

All persons with fax numbers who on or after October 17, 2009 through and including March 31, 2015 (the “Class Period”), received a “Care360 Health Records Debate” fax or received any other fax advertising the commercial availability or quality of any property, good, or service of MedPlus Inc. or Quest Diagnostics Incorporated that did not contain an opt out notice as described in 47 U.S.C. § 227.

## **I. WHY IS THIS NOTICE BEING SENT?**

You have been identified as receiving a fax advertising the commercial availability or quality of a property, good, or service of MedPlus, Inc. (“MedPlus”) and/or Quest Diagnostics Incorporated (“Quest”). As a result of this lawsuit you may be eligible to receive a pro rata share up to a maximum of \$500.00 per fax received from a Distributable Settlement Fund under a proposed Settlement of a class action lawsuit if you submit a Claim Form by **JULY 8, 2015**. The lawsuit is pending in federal court in Chicago, Illinois. The hearing to approve the Settlement will be held on **AUGUST 25, 2015** at **10:00 a.m.** before Judge Blakey, Courtroom 2201 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 8, 2015**. Settlement Class Members who submit valid claims may expect to recover up to \$500.00 per facsimile transmission. 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 8, 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 8, 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 25, 2015** at **10:00 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 Bridgeport Pain Control Center, Ltd. (“Plaintiff”) sued MedPlus and Quest Diagnostics Incorporated (collectively, “Defendants”) alleging that it received an unsolicited fax advertisement from Defendants and that the sending of that fax and others like it violated a federal law called the Telephone Consumer Protection Act, as well as 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 who allegedly were sent unsolicited fax advertisements regarding the commercial availability or quality of any property, good, or service of Defendants. 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, MedPlus and Quest have agreed to pay the amount of \$9,300,000.00 to create a Settlement Fund. The Settlement Fund will cover an incentive award to Plaintiff (Plaintiff intends to petition the Court for an incentive award in the amount of \$15,000.00, in addition to its recovery as a Settlement Class Member), attorney’s fees (Settlement Class Counsel intends to petition the Court for an award in the amount of 1/3 or 33.33% of the Settlement Fund less any costs of notice and administration or an amount not to exceed \$3,100,000.00), and costs of notice and administration (estimated at \$100,000.00). Defendants have agreed not to object to (a) Plaintiff’s request for an incentive award in an amount up to \$15,000.00; and (b) Settlement Class Counsel’s petition for attorney’s fees in an amount up to 1/3 of the Settlement Fund less any costs of notice and administration. After these amounts are deducted, each Settlement Class Member who submits a valid claim by **JULY 8, 2015** will receive an equal share (not to exceed \$500.00 per fax received) of the remaining funds based on the number of fax transmissions each Settlement Class Member received (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 received. The value of a Settlement Share will not exceed \$500.00 per fax received.

By way of example, if you received 1 eligible fax, you are entitled to a recovery of not more than \$500.00. If you received 4 eligible faxes, you are entitled to recovery of not more than \$2,000.00. Recovery is subject to the submission of a Claim Form, the claim validation procedures set forth in the Settlement Agreement, and 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 to [www.medplusquestfaxsettlement.com](http://www.medplusquestfaxsettlement.com) using your unique Claim Number, or via mail or fax to: **BRIDGEPORT PAIN CONTROL CENTER V. MEDPLUS CLASS ADMINISTRATOR, P.O. BOX 40007, COLLEGE STATION, TX 77842-4007 or 1-866-519-2858 (FAX)**. Claim Forms must be submitted online, faxed or postmarked by **JULY 8, 2015**. If your payment exceeds \$599.99, you will be asked to submit a W-9 form or have taxes withheld from your payment.

## VI. WHAT AM I GIVING UP?

If the Settlement becomes final, you will be releasing MedPlus, EMG3, LLC, Quest (and others as set forth in the Settlement Agreement) from any claims arising from or in any way relating to the “Care360 Health Records Debate” facsimiles or any other fax advertising the commercial availability or quality of any property, good, or services of MedPlus or Quest sent on or after October 17, 2009 through and including March 31, 2015 that 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.medplusquestfaxsettlement.com](http://www.medplusquestfaxsettlement.com) and on [www.edcombs.com](http://www.edcombs.com). You will need to reference case number 13 C 7465.

## 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 8, 2015** to be eligible to receive a payment.

If you want to keep the right to sue MedPlus, Quest, and the other persons or entities released under the Settlement Agreement 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 *Bridgeport Pain Control Center, Ltd. v. MedPlus, Inc., and Quest Diagnostics Incorporated*, 13 C 7465. Be sure to include your name, address, the number for the fax machine on which you were sent a fax covered by the Settlement and your signature by **JULY 8, 2015**. Send the letter to **Settlement 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, including Plaintiff’s request for an incentive award and/or Settlement Class Counsel’s petition for attorney’s fees. You must explain why you think the Court should not approve the Settlement or any part of it. Any objection must include your name, address, the telephone number for the facsimile machine on which you were sent any faxes covered by the Settlement, 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 8, 2015**. The Court may only consider any objections submitted or filed by **JULY 8, 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 13 C 7465 and mailed to **Settlement Class Counsel at the address provided in paragraph IX and Defendants’ Counsel at the following address: Mark B. Blocker, SIDLEY AUSTIN LLP, One South Dearborn St., Chicago, IL 60603**.

## 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 (29018)**  
20 S. Clark St., Suite 1500  
Chicago, IL 60603  
(312) 917-4504  
(312) 419-0379 (FAX) [www.edcombs.com](http://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 directly the fees of Settlement Class Counsel; they will be paid from the Settlement Fund. 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 13 C 7465, 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.medplusquestfaxsettlement.com](http://www.medplusquestfaxsettlement.com) and on [www.edcombs.com](http://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. ILL.**