

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**  
*Podiatry in Motion, Inc., v. CoverMyMeds, LLC,*  
Case No. 16 CV 2653

**NOTICE OF CLASS ACTION SETTLEMENT**

**TO: All persons and entities with fax numbers who during the period of February 29, 2012 through and including June 26, 2016 were sent Transactional or Non-Transactional faxes by or on behalf of CoverMyMeds, LLC or any CMM User. (“Settlement Class”).**

***The capitalized terms in this Notice are defined in the Settlement Agreement and have the same meaning which those terms have in the Settlement Agreement.***

- You are receiving this notice, because the records of CoverMyMeds show that you meet the above definition and received one or more Transactional Faxes or Non-Transactional Faxes which were sent to you by or on behalf of CoverMyMeds or one its partners or CMM Users. These faxes are defined in Exhibit 1 to the Settlement Agreement. Transactional Faxes were sent in connection with the processing of a prescription pre-authorization and also included what Plaintiffs contend is some material promoting CoverMyMeds or recruiting recipients to register at no cost for a CoverMyMeds account. Non-Transactional Faxes are faxes which were sent to recruit the recipient to register at no cost for a CoverMyMeds account. Copies of the Transactional Faxes and the Non-Transactional Faxes covered by this Settlement may be viewed on the settlement website [www.RxAuthfaxsettlement.com](http://www.RxAuthfaxsettlement.com).
- This Notice provides information to you about a proposed settlement of the above captioned case in which you are a member of the Settlement Class. Under the terms of the Settlement Agreement in this case, you are entitled to receive a cash payment if you submit a claim form and if you remain a member of the Settlement Class you will be releasing your claims against Defendant regarding the transmission of Transactional and Non-Transactional Faxes to you during the class period.
- The settlement resolves a lawsuit brought by Plaintiffs, Podiatry In Motion, Inc. and James L. Orrington II, DDS, P.C., alleging that CoverMyMeds violated the Telephone Consumer Protection Act (“TCPA”) (47 U.S.C. §227) by sending unsolicited advertisement to the Settlement Class Members. CoverMyMeds is not admitting it is liable and has entered into this settlement solely to avoid the expense and inconvenience of continued litigation. This settlement entitles Class Members to submit a claim for a share (“Settlement Benefit”) of a \$9,600,000 settlement fund (“Settlement Fund”).
- Your legal rights are affected whether you act or not. Read this notice carefully.
- This notice relates to a lawsuit against Defendant. This is not a lawsuit against you. You are not required to take any action, but you must submit a claim form if you want to receive any benefits from this settlement.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

<b>SUBMIT A CLAIM</b>	The only way to get Settlement Benefit. You can submit a claim on-line at <a href="http://www.RxAuthfaxsettlement.com">www.RxAuthfaxsettlement.com</a> or mail the enclosed claim form to the Settlement Claims Administrator by the deadline to the right.	<b>DEADLINE: September 12, 2016</b>
<b>EXCLUDE YOURSELF</b>	Exclude yourself from the Settlement – you will receive no benefits under the settlement and you will retain any claims you have against Defendant	<b>DEADLINE: September 12, 2016</b>
<b>OBJECT</b>	Write to the Court about why you do not like or object to the settlement.	<b>DEADLINE: September 12, 2016</b>
<b>GO TO A HEARING</b>	You may attend the final approval hearing in person or through an attorney you retain and ask to speak in Court about the fairness of the settlement at the Final Approval Hearing on the date at the right.	<b>September 27, 2016 at 2:00 p.m.</b>
<b>DO NOTHING</b>	Receive no Settlement Benefit but remain a Member of the Settlement Class and release Defendant of liability.	

- These rights and options – and the deadlines to exercise them – are explained in this Notice.
- The court in charge of this case still has to decide whether to approve the settlement. Settlement Benefits will be distributed if the court approves the settlement and after appeals, if any, are resolved. Please be patient.

**1. What is this lawsuit about?**

Podiatry In Motion, Inc. and James L. Orrington II, DDS, P.C., (“Plaintiffs”), on behalf of all members of the Settlement Class, have asserted that CoverMyMeds violated the Telephone Consumer Protection Act (“TCPA”) by sending Plaintiffs and the Settlement Class Members by facsimile what Plaintiffs contend are unsolicited advertisements promoting CoverMyMeds’ goods or services. The TCPA is a federal statute (47 U.S.C. §227) which generally prohibits sending unsolicited advertisements via facsimile unless the recipient has consented to receive the fax or has an established business relationship with the sender and the sender includes the opt out notice required under the TCPA on the first page of the fax. The TCPA allows the recipient of a fax sent in violation of the Act to bring an action against the sender of the fax and to recover either their actual damages or statutory damages of \$500 for each fax sent in violation of the Act. The statutory damages may be increased by the Court up to \$1,500 per fax if the defendant is found to have willfully or knowingly violated the Act.

Plaintiffs allege that CoverMyMeds sent Plaintiffs via facsimile what they contend are unsolicited advertisements in violation of the TCPA. Plaintiffs further allege that CoverMyMeds sent other faxes which they contend are also unsolicited advertisements to the members of the Settlement Class during the Class Period which is February 29, 2012 through June 26, 2106. There were two general categories of faxes sent by CoverMyMeds, which Plaintiffs contend violated the TCPA. These two categories are Transactional Faxes and Non-Transactional Faxes. These faxes are defined in Exhibit 1 to the Settlement Agreement. Transactional Faxes were sent in connection with the processing

of a prescription pre-authorization request and also included what Plaintiffs contend is some material promoting CoverMyMeds or recruiting recipients to register at no cost for a CoverMyMeds account. Non-Transactional Faxes are faxes which were sent to recruit the recipient to register at no cost for a CoverMyMeds account. Copies of the Transactional Faxes and the Non-Transactional Faxes covered by this Settlement may be viewed on the settlement website [www.RxAuthfaxsettlement.com](http://www.RxAuthfaxsettlement.com). CoverMyMeds denies that either the Transactional Faxes or the Non-Transactional Faxes are “unsolicited advertisements” that are subject to the TCPA and asserts that it did not violate the TCPA by sending these faxes. Plaintiffs’ counsel has obtained the records of CoverMyMeds which show who received Transactional Faxes and Non-Transactional Faxes.

**2. What is a class action?**

In a class action, one or more people called Class Representatives (in this case Podiatry In Motion, Inc. and James L. Orrington II, D.D.S., P.C.) sue on behalf of a group of people who have similar claims. The people with similar claims are a class or class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

**3. Why is there a settlement?**

The Court did not decide in favor of Plaintiffs or Defendant. Plaintiffs think they would have prevailed at a trial. CoverMyMeds believes that it would have prevailed at trial. But there was no trial. Instead, both sides agreed to a settlement. That way, the Parties avoid the cost of a trial, and the Settlement Class Members are assured of the availability of a recovery. The Class Representatives and their attorneys recommend the settlement to the Settlement Class Members. The Parties reached this settlement in an arms-length mediation before Judge James Holderman (ret.) who, before retiring was the Chief Judge of the U.S. District Court for the Northern District of Illinois.

**4. How do I know if I am part of the settlement?**

The court has preliminarily certified a Settlement Class which is defined as everyone who fits the following description and is thereby a Settlement Class Member:

All persons and entities with fax numbers who during the period of February 29, 2012 through and including June 26, 2016, were sent Transactional or Non-Transactional faxes by or on behalf of CoverMyMeds, LLC or any CMM User.

If you received this notice, Defendant’s records show that you are a member of the Settlement Class.

**5. What does the settlement provide?**

Defendant will establish a Settlement Fund of \$9,600,000 (the “Settlement Fund”). The Settlement Fund will cover costs of notice and administration of the settlement, an incentive award to the Plaintiffs for their service as class representatives and attorneys’ fees to Settlement Class Counsel (in an amount not to exceed one-third of the amount of the Settlement Fund). Settlement Class Counsel will file a Petition for Attorney Fees by **August 15, 2016**. After these amounts are deducted from the Settlement Fund, the remaining fund (the “Claim Payment Amount”) will be used to pay the valid claims submitted by each Settlement Class Member by **September 12, 2016**. Claims will be paid as follows. While Settlement Class Counsel believe that both the Transactional and Non-Transactional Faxes violate the TCPA, they concede that CoverMyMeds has a stronger argument that the Transactional Faxes, as opposed to the Non-Transactional faxes, are not unsolicited advertisements subject to the TCPA. Therefore, under the settlement, the claims of Settlement Class Members who received only Transactional Faxes (the majority of the Settlement Class also received Non-Transactional faxes) will be paid at a lower amount than the claims of Settlement Class Members who received a Non-Transactional fax.

The amount to be paid for each claim will depend on the number and type of faxes the claimant received, the total number of claims received and the types of faxes in the claims submitted. Each Settlement Class Member who submits a timely and valid claim will receive one share for each Transactional Fax they received in the Class Period and five shares for each Non-Transactional Fax they received in the Class Period. The amount to be paid per share shall be determined by dividing the Claim Payment Amount by the total number of shares from all timely and valid claims submitted by Settlement Class Members. There are approximately 620,000 persons or entities who are members of the Settlement Class. There were approximately 33.4 million Transactional Faxes and 1,678,906 Non-Transactional Faxes sent to the Settlement Class Members during the Class Period. The amount paid per fax to claimants could be greater or lower than the \$500 per fax allowed under the TCPA, depending on the number of valid claims received and the number and type of faxes received by the claimants. This is a settlement and as discussed above the Court could have ultimately decided the case in favor of either the Settlement Class or CoverMyMeds.

If you remain in the Settlement Class and the Court grants final approval to the Settlement, then you will be releasing any claim you have against CoverMyMeds, its partners, and CMM Users from all liability for any Transactional or Non-Transactional Faxes (as defined in Exhibit 1 to the Settlement Agreement) sent to you during the Class Period. If you remain in the Settlement Class and do not file a claim to obtain the monetary relief available under this Settlement, you will still release your claim against CoverMyMeds, its partners, and CMM Users regarding any Transactional or Non-Transactional Faxes sent to you during the Class Period. The specific language regarding the scope and extent of the release is contained in the Settlement Agreement which is available on the Settlement Website.

If you do not cash your settlement check within 60 days from the date it was issued then your claim will be deemed to have been withdrawn and you will not receive payment. If sufficient funds, as defined in the Settlement Agreement, remain after all amounts due are paid under the Agreement, then a second distribution of remaining funds may be made to Settlement Class Members who cashed their settlement checks. Any remaining funds not distributed in a second distribution shall be distributed to a *cy pres* charity proposed by the Parties and approved by the Court.

Under federal tax laws, if you are to receive a claim payment in excess of \$599.99, the person making the payment is required to obtain a form W-9 from you. The W-9 form will be sent to you after the Final Approval Hearing. If you are entitled to recover payment in excess of \$599.99 and you do not submit a completed W-9 form in addition to your Claim Form, then your payment may be adjusted or reduced to \$599.99. Any unpaid amount will be returned to the Settlement Fund.

**6. How can I get a Settlement Benefit?**

You must submit a completed claim form by **September 12, 2016**. You can submit a claim online at [www.RxAuthfaxsettlement.com](http://www.RxAuthfaxsettlement.com) or you can complete and mail the claim form included with this notice or you can fax the completed claim form to 888-959-9011. If you lose your claim form and do not want to submit a claim online, you can download a claim form at [www.RxAuthfaxsettlement.com](http://www.RxAuthfaxsettlement.com) to submit a claim by mail or you can call the Settlement Class Administrator at (888) 268-2976 to have a claim form mailed to you. In any case your claim form must be submitted (or postmarked, if mailed) by **September 12, 2016**.

**7. When would I get my Settlement Benefit?**

The Court will hold a hearing on **September 27, 2016 at 2:00 p.m.** at the U.S. District Court, 219 S. Dearborn St., Courtroom 1225, Chicago, IL 60604, to decide whether to finally approve the settlement. If the Court approves the settlement, somebody may appeal the decision, which could take more than a year to resolve. Please be patient. If the Court approves the settlement and nobody objects to the settlement, Settlement Benefits will be distributed within 30 days after the Effective Date.

**8. What am I giving up to get Settlement Benefits and stay in the Class?**

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues in *this lawsuit*. It also means that all of the Court’s orders will apply to you and legally

bind you, including a release of further liability against Defendant if the Court approves this settlement.

**9. Can I exclude myself from the Class?**

Yes. If you do not want to participate in the settlement or receive any Settlement Benefits, you must exclude yourself by sending a letter to Class Counsel or the Settlement Class Administrator stating your intention to be excluded (opt out) from the Settlement Class. Your election to opt out must contain the following information: your name, your current address, your signature, the date and a statement clearly stating words to the effect of "I want to be excluded from the *Podiatry In Motion v CoverMyMeds* settlement." Exclusions requests must be post-marked no later than **September 12, 2016**. The request to exclude must be mailed with proper postage or faxed to either:

Settlement Class Counsel  
Edelman, Combs, Latturmer & Goodwin, LLC  
20 S. Clark St., Suite 1500  
Chicago, IL 60603  
FAX: 312-419-0379

Settlement Class Administrator  
***Podiatry In Motion, Inc. v. CoverMyMeds, LLC***  
**c/o Class-Settlement.com**  
**P.O. Box 9009**  
**Hicksville, NY 11802-9009**  
**FAX: 888-959-9011**

If you exclude yourself, you will not get any Settlement Benefits and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Defendant in the future.

**10. How can I object to the settlement?**

You can object to the settlement if you do not like any part of it. You must give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a letter indicating your objection with the Clerk of the Court stating that you object to the *Podiatry In Motion v CoverMyMeds* settlement and the reasons you object to the settlement. Your objection or letter must also include a reference to case number 16 CV 2653, your name, current address, telephone number, date and signature. You must file your letter with the Clerk of the District Court, 219 S. Dearborn St., 20<sup>th</sup> Floor, Chicago, IL 60604 by **September 12, 2016**. You must also send a copy of your objection to Settlement Class Counsel at the address above and to Defendant's Counsel: Bart T. Murphy, Ice Miller, LLP, 2300 Cabot Dr., Ste. 1500, Lisle, IL 60532.

**11. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the settlement and that it should not be approved. You can object only if you stay in the Class and submit a claim. Even if the Court rejects your objection, you cannot thereafter exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**12. Do I have a lawyer in this case?**

The Court appointed lawyers to represent you and other Class Members. These lawyers are called Settlement Class Counsel. You will not be charged separately by these lawyers. They will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense. Settlement Class Counsel appointed by the Court are:

Daniel A. Edelman and Julie Clark  
Edelman Combs Latturmer & Goodwin, LLC  
20 S. Clark St., Ste. 1500  
Chicago, IL 60603  
312-739-4200

**13. When and where will the Court decide whether to approve the settlement?**

The Court will hold a hearing (a "Fairness Hearing") to decide whether to finally approve the settlement. The Fairness Hearing will be held on **September 27, 2016 at 9:00 a.m.** at the U.S. District Court, 219 S. Dearborn St., Courtroom 1225, Chicago, IL 60604. At the Fairness Hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections or requests to be heard, the Court will consider them at the hearing.

**14. Do I have to attend the Fairness Hearing?**

No. Class Counsel will answer questions the Court may have at the fairness hearing, but you may attend at your own expense. If you send an objection, you do not have to go to court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also have your own lawyer attend, but it is not necessary to hire a lawyer. You may ask the Court for permission to speak at the Fairness Hearing by sending a letter saying that it is your "Notice of Intention to Appear in *Podiatry In Motion v CoverMyMeds*." Your letter must also include a reference to case number 16 CV 2653, your name, current address, telephone number and signature. You must file your objection with the Clerk of the U.S. District Court, 219 S. Dearborn St., 20<sup>th</sup> Floor, Chicago, IL 60604 by **September 12, 2016**. You cannot speak at the Fairness Hearing if you exclude yourself from the Class.

**15. What happens if I do nothing at all?**

If you do nothing, and the Court approves the settlement, you will not get any Settlement Benefit but you will still be bound by the settlement and you will not be able to sue Defendant on the claims raised in the lawsuit. If you want a Settlement Benefit, you must submit a claim form.

**16. How do I get more information?**

You may seek the advice and guidance of your own attorney, at your own expense, if you desire; you may review the pleadings, records and other papers on file in this lawsuit, which may be inspected during regular business hours at the U.S. District Court, 219 S. Dearborn St., 20<sup>th</sup> Floor, Chicago, IL 60604. You may also view the settlement website, which contains copies of certain court documents, including the Settlement Agreement and Fee Petition, and other information at [www.RxAuthfaxsettlement.com](http://www.RxAuthfaxsettlement.com) or you may write or call Class Counsel (312-917-4504 or 312-739-4200 see para. 13 above for address) for additional information.

**DO NOT CALL THE COURT OR DEFENDANT'S COUNSEL WITH QUESTIONS**

**17. What if I move?**

If you move between now and when you receive a Settlement Benefit, you must update your contact information with the Class Administrator (see below).