If you leased a credit card processing terminal or swipe pad, and you paid or were asked to pay taxes or fees on the lease by Northern Leasing Systems, Inc.; MBF Leasing LLC; Northern Funding LLC; SKS Associates, LLC; or their affiliates, a class action settlement may affect you.

Please read this notice carefully.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- The class action settlement will resolve a lawsuit over whether Northern Leasing Systems, Inc., and affiliated entities improperly charged taxes and fees in connection with certain credit card equipment leases. The case is *Rainbow Business Solutions, Inc., et al. v. Merchant Services, Inc., et al.*, United States District Court for the Northern District of California, Case No. 10-CV-01993-CW and all appeals therefrom (the "Litigation").
- This settlement affects two classes: (1) All persons and businesses who from March 26, 2006 to the present paid any of the Leasing Defendants property taxes based on a cost greater than the "equipment cost" and (2) all persons and businesses whose lease numbers appeared on a spreadsheet compiled by the Leasing Defendants and referred to in the lawsuit as "Schedule 1." (A copy of "Schedule 1" is available for review at <u>www.northernleasingsettlement.com</u>.) "Leasing Defendants" means the companies listed above and Jay Cohen; Leonard Mezei; Sara Krieger; and Sam Buono.
- The Leasing Defendants deny any wrongdoing. The two sides disagree on how much money could have been won if class members won a trial.
- To settle this case, Leasing Defendants will be required for a specified period of time to use "equipment cost" to compute property taxes on leased equipment, and they will be forbidden from attempting to collect the amounts shown on Schedule 1. In addition, each member of the class who submits a valid claim form will receive payment. The minimum payment will be \$14.25. The maximum payment depends on the amount of taxes and fees you were charged, the number of years you were charged them, and whether you have already received a refund. More details are set forth in this notice.
- The lawyers who brought the lawsuit will separately ask the Court for up to \$1,600,000 to be paid separately by the Leasing Defendants, as fees and expenses for investigating the facts, litigating the case, and negotiating the settlement. They will also ask for payments of up to \$5,000 each to the plaintiffs who brought this lawsuit, as a class representative award.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.
- This notice summarizes the proposed settlement. For the precise terms and conditions of the Settlement, please see the settlement agreement available at <u>www.northernleasingsettlement.com</u>, contact the claim administrator at 877-221-7632, or contact class counsel at Gutride Safier LLP, 100 Pine Street, Suite 1250, San Francisco, CA 94111.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	The only way to get payment.	December 28, 2017
EXCLUDE YOURSELF	Get out of the lawsuit and the settlement. This is the only option that allows you to ever bring or join any other	October 31, 2017
	lawsuit against Leasing Defendants that raises legal claims that are being settled. You will receive no payment.	
Овјест	Write to the Court about why you don't like the settlement, the amount of attorneys' fees, or the payments to the class representatives.	October 31, 2017
GO TO A HEARING	Speak in Court about the settlement. (If you object to any aspect of the settlement, you must submit a written objection by the Objection Deadline.)	November 28, 2017, 2:30 p.m.
Do Nothing	You will receive no payment and have no right to sue later for the claims released by the settlement.	

- 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. Payments will be made if the Court approves the settlement and after appeals are resolved. Please be patient.

Fairness Hearing

On November 28, 2017, at 2:30 p.m., the Court will hold hearings to determine (1) whether the proposed settlement is fair, reasonable and adequate and should receive final approval; (2) whether the applications for attorneys' fees and/or expenses brought by the Plaintiffs' Counsel should be granted; and (3) whether the application for class representative payments to the Plaintiffs who brought the lawsuit should be granted. The hearing will be held in the United States District Court for the Northern District of California, 1301

Clay Street, Oakland, CA 94612. The hearing will be held in the courtroom of the Honorable Claudia Wilken, which is Courtroom 2, Fourth Floor. This hearing date may change without further notice to you. Consult the Settlement Website at <u>www.northernleasingsettlement.com</u>, or the Court docket in this case available through PACER (<u>www.pacer.gov</u>), for updated information on the hearing date and time.

Important Dates

- October 31, 2017—Objection Deadline
- October 31, 2017—Exclusion Deadline
- November 28, 2017—Fairness Hearing
- December 28, 2017—Claim Form Deadline

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The Court has certified two classes. Those classes are as follows:

- (1) All persons and businesses who from March 26, 2006 to the present paid any of the Leasing Defendants property taxes based on a cost greater than the "equipment cost." "Leasing Defendants" means Northern Leasing Systems, Inc.; MBF Leasing LLC; Northern Funding LLC; Jay Cohen; Leonard Mezei; Sara Krieger; Sam Buono; and SKS Associates, LLC. (This class is called the "Property Tax Equipment Cost Basis Class.")
- (2) All persons and businesses whose lease numbers appeared on Schedule 1. A copy of "Schedule 1" is available for review at <u>www.northernleasingsettlement.com</u>. (This class is called the "SKS Post-Lease Expiration Class.")

The two classes combined will be referred to as the "Settlement Class." The Settlement Class excludes (1) the Honorable Judge Claudia Wilken and any member of her immediate family; (2) any government entity; (3) any person or entity who acted as an independent sales organization or independent sales or marketing agent on behalf of Leasing Defendants with respect to any equipment finance lease; (4) any of the Released Parties (defined below); (5) Antonio Piazza and Mark Segall and any members of their immediate families; and (6) any persons who timely opt out of the Settlement Class.

If you are a member of the Settlement Class, you will be bound by the settlement and judgment in this case, unless you request to be excluded.

What Is the Lawsuit About?

The settlement resolves claims in a lawsuit against the Leasing Defendants. The lawsuit was filed in March 2010 by several small businesses and the owners of those businesses. The Plaintiffs' names are Rainbow Business Solutions d/b/a Precision Tune Auto Care; Dietz Towing, Inc.; Just Film, Inc., which has been dissolved; Volker Von Glasenapp; Jerry Su; Verena Baumgartner d/b/a Burlingame Motors; Terry Jordan; the Estate of Lewis Bae; The Rose Dress, Inc.; and Erin Campbell (collectively, "Plaintiffs").

Plaintiffs Rainbow Business Solutions d/b/a Precision Tune Auto Care; Dietz Towing, Inc.; Volker Von Glasenapp; Jerry Su; and Terry Jordan have been appointed by the Court to represent the Property Tax Equipment Cost Basis Class. Plaintiff Erin Campbell has been appointed by the Court to represent the SKS Post-Lease Expiration Class. All of the Plaintiffs described in this paragraph will be referred to as "Class Representatives."

In the lawsuit, Plaintiffs allege violations of the Racketeer Influenced and Corrupt Organizations Act and Fair Credit Reporting Act;

fraud, deceit and/or misrepresentation; negligent misrepresentation; conversion; breach of contract; breach of the duty of good faith; false advertising under California Business and Professions Code sections 17500, *et seq.*; and unfair business practices under California Business and Professions Code sections 17200, *et seq.*;

On behalf of the Property Tax Equipment Cost Basis Class, Plaintiffs allege that during the period from March 26, 2006 to 2010, Leasing Defendants used an inflated cost basis to assess personal property taxes on leased equipment. In particular, Plaintiffs claim that Leasing Defendants did not use the actual "equipment cost" but rather an "acquisition cost" that improperly included commissions paid to sales agents, who induced class members to enter into the leases. There are approximately 137,000 members of the Property Tax Equipment Cost Basis Class, from whom Leasing Defendants collected approximately \$7,860,000 in taxes using the "acquisition cost," whereas had they used the "equipment cost," they would have collected approximately \$1,975,000, for a difference of approximately \$5,885,000. Of the approximately 137,000 class members, approximately \$4,500 were charged taxes using the higher cost basis for one year, approximately 55,000 were charged for two years, approximately 24,000 were charged for three years, and approximately 3,500 were charged for four years; thus, the average Settlement Class Member was charged at the higher rate for approximately 1.8 years. The average difference between taxes computed based on acquisition cost and taxes that would have been computed based on equipment cost was \$23.46 per year. This means that the total average alleged overpayment was approximately \$42.89 per class member. Plaintiffs sought to obtain restitution of these alleged overpayments. (The allegations in this paragraph are the "Property Tax Allegations.")

On behalf of the SKS Post-Lease Expiration Class, Plaintiffs allege that in 2011, Leasing Defendants conspired to defraud the persons and businesses listed on Schedule 1 by collecting purported taxes that were not actually due nor paid to any taxing authority. Plaintiffs allege that Leasing Defendants conducted a faulty simulation to determine how much to charge those former lessees in property taxes and purported administrative fees and compiled the results in Schedule 1. Plaintiffs allege that Leasing Defendants then attempted to collect and in some cases did collect the purported taxes and fees shown on Schedule 1 after the leases had expired, and that the fees were not authorized by the leases. In some cases, Leasing Defendants collected the purported taxes and fees shown on Schedule 1 by making automated withdrawals from merchants' bank accounts. Leasing Defendants completed the collections with respect to approximately 38,000 of the class members with an average collection of \$105.47. On June 13, 2011, the Court granted a preliminary injunction that bars SKS Associates and its officers, agents, servants, employees, attorneys, persons in active concert or participation with them, and any successors-in-interest from (1) collecting or attempting to collect taxes and/or related fees based upon expired, canceled, or otherwise terminated equipment lease agreements and (2) making any reports to any credit reporting agencies regarding such collection, if the collection is based upon expired, canceled, or otherwise terminated equipment lease agreements ("Preliminary Injunction"). On April 20, 2012, the Attorney General for the State of New York ("New York Attorney General") brought an action in the Supreme Court for the State of New York, County of New York ("New York Court") against SKS Associates, Inc. relating to these allegations. On February 28, 2013, the New York Court approved a settlement between the New York Attorney General and SKS Associates, by which SKS Associates refunded some of the disputed taxes and fees that had been collected from the SKS Post-Lease Expiration Class and agreed not to make further attempts to collect monies shown on Schedule 1, as well as to other changed practices (the "New York Attorney General Settlement"). Pursuant to the New York Attorney General Settlement, refunds were provided to approximately 9,500 of the persons from whom the amounts had been collected. (The allegations in this paragraph are the "SKS Allegations.")

Plaintiffs also make additional allegations against the Leasing Defendants, but the Court has concluded that these allegations can only be prosecuted on behalf of the individual Plaintiffs, and not on behalf of class members. Thus, those allegations are not part of the class action.¹

Leasing Defendants deny that there is any factual or legal basis for Plaintiffs' allegations. Leasing Defendants deny any liability and deny that Plaintiffs or any other members of the Settlement Class have suffered injury or are entitled to monetary or any other relief.

¹In these individual allegations, Plaintiffs allege that Leasing Defendants conspired with other defendants to market fraudulent and unconscionable equipment leases and credit card processing services to merchants. Plaintiffs allege that Leasing Defendants assist purported independent sales organizations ("ISOs") to induce merchants to accept the expensive equipment leases by (1) using a contract that appears to be one page in length, with signatures on the first page, when in fact there are three subsequent pages of small print not shown to the merchant; (2) failing to engage in effective verification procedures to ensure that the merchant knowingly signed the lease and creating incentives for the ISOs to commit fraud by allowing them to set high monthly lease fees and paying large commissions based on the amount of the monthly lease fee; (3) rejecting claims by merchants of fraudulent inducement, regardless of the facts presented; (4) hiding their identities from merchants; (5) including in the equipment lease unconscionable terms, including excessive monthly lease fees for equipment, one-sided statutes of limitations, foreign forum-selection provisions, foreign choice-oflaw provisions, class action waivers, and arbitration provisions; (6) charging merchants "administrative fees," typically of \$25 per year, in connection with the purported computation of personal property taxes on leased equipment, even when the leases did not provide for collection of such administrative fees and when the fee amounts were unreasonable; (7) engaging in abusive tactics to collect on the amounts purportedly owed on the equipment leases, including aggressively monitoring and improperly accessing consumer credit reports, making false reports to credit bureaus, filing unsupportable collection actions in foreign forums, and obtaining default judgments after failing properly to serve summonses in the collection actions; and (8) using the mail and wires to commit the above-described acts.

The Court has not determined whether Plaintiffs or Leasing Defendants are correct.

Why Is This Case Being Settled?

This case has been pending since March 2010. Plaintiffs' counsel believes that there are substantial risks to proceeding with this Litigation and that the proposed settlement is in the best interest of the class members, for several reasons. First, there is a risk that Plaintiffs will not succeed at trial. Leasing Defendants will argue at trial that the class members were not overcharged and that even if they were, many of their claims are outside the one-year limitations period contained in the leases. Second, there will be delays in obtaining relief, as the case must proceed to trial, after which there could be another appeal. Leasing Defendants have already shown their willingness to appeal, having brought two appeals while this case was pending, and this case already has been pending for seven years. Finally, Leasing Defendants may have insufficient funds to satisfy a judgment. Other litigation is pending against Leasing Defendants, including a new lawsuit by the New York State Attorney General, which seeks among other things to dissolve Northern Leasing Systems. If that lawsuit succeeds, there may not be sufficient assets to satisfy a judgment in this case.

The parties have conducted substantial investigation of Leasing Defendants' business practices. Plaintiffs' counsel have reviewed more than 1.3 million pages of documents and 30 gigabytes of databases produced by Leasing Defendants and other parties. In addition, the parties have taken depositions of 19 witnesses. The parties also have exchanged written responses, under oath, to questions posed by other parties.

The parties are not aware of any other pending lawsuits against the Leasing Defendants that seek monetary relief for Settlement Class Members in connection with the Property Tax Allegations or the SKS Allegations.

In November 2012 and March 2013, Plaintiffs and Leasing Defendants participated in all-day mediation sessions in San Francisco, California with Antonio Piazza of Mediated Negotiations. Beginning in the latter half of 2014 and continuing through January 2016, the parties participated in mediation under the auspices of the Ninth Circuit Court of Appeals Mediation Program. On February 3, 2016, the parties participated in an all-day mediation session conducted by Mark Segall of JAMS in New York, New York, and they continued to participate in telephonic mediation under the auspices of Mr. Segall from that date until June 2017. As a result of the mediations, the Plaintiffs and Leasing Defendants reached a settlement.

Plaintiffs and Plaintiffs' Counsel, after taking into account the foregoing issues along with the other risks and costs of further litigation, are satisfied that the terms and conditions of the proposed settlement are fair, reasonable, adequate and equitable, and that a settlement of the Litigation and the prompt provision of effective relief to the Settlement Class are in the best interest of the Settlement Class Members.

What Is the Settlement?

In this settlement, Leasing Defendants have agreed to continue to abide by the terms of the Preliminary Injunction and acknowledge their obligations under the terms of the New York Attorney General Settlement.

Leasing Defendants also have agreed to continue to use, as the tax basis for property taxes, the market value of the equipment, subject to certain limitations further described in the Settlement Agreement.

In addition, Leasing Defendants will make payments to eligible Settlement Class members, Plaintiffs' Counsel, and the named Plaintiffs, as described in the next sections.

What Can I Get in the Settlement?

Every Settlement Class member who files a Valid Claim (defined below) will receive the following benefits:

- (a) Each member of the SKS Post-Lease Expiration Class from whom monies were actually collected in connection with the SKS Allegations described above shall receive the full amount collected, less any refund provided to and received by such Settlement Class Member in the New York Attorney General Settlement, plus \$41.75.
- (b) Each member of the SKS Post-Lease Expiration Class from whom monies were not actually collected in connection with the SKS Allegations shall receive \$15.
- (c) Each member of the Property Tax Equipment Cost Basis Class shall receive \$14.25 for each year after March 26, 2006 that he, she or it paid any Leasing Defendants property taxes based on a cost greater than the "equipment cost."

A "Valid Claim" is one filed by a Settlement Class member who attests, under penalty of perjury, that (1) Leasing Defendants collected or attempted to collect property taxes or administrative fees from the Settlement Class Member in connection with a credit card equipment finance lease; (2) the Settlement Class Member (a) believes the amounts charged by the Leasing Defendants were improper or (b) spent time or money investigating or disputing the charges; and (3) the Settlement Class Member wishes to obtain the benefits provided under this settlement.

How Do I Make a Claim?

To make a claim, you must fill out a Claim Form. The Claim Form is available on the Settlement Website, <u>www.northernleasingsettlement.com</u>, or you may request a copy from the Claim Administrator. The Claim Form may be submitted

online at the Settlement Website, or you may print and mail it to the Claim Administrator at: Northern Leasing Settlement, c/o A.B. Data, Ltd., P.O. Box 173043, Milwaukee, WI 53217. <u>CLAIM FORMS MUST BE POSTMARKED BY DECEMBER 28, 2017.</u>

What Do Plaintiffs and Their Lawyers Get?

Plaintiffs' Counsel have spent more than 8,400 hours litigating this case and claim that in light of their regular billing rates, they are owed more than \$5.35 million. In addition, Plaintiffs' Counsel have paid out-of-pocket expenses (including fees to expert witnesses, deposition transcript fees, court reporter fees, filing fees, service costs, copying costs, and travel expenses) of more than \$118,000. Plaintiffs' counsel has thus far recovered \$923,000 in fees and expenses in connection with a prior settlement in this case with other defendants. Thus, Plaintiffs' counsel claims to be owed at least \$4.54 million.

As part of the settlement, Plaintiffs' Counsel may apply to the Court to award them up to \$1,600,000 to pay their attorneys' fees, costs, and expenses.

In addition, the named Class Representatives may apply to the Court for awards of up to \$5,000 each. The named Plaintiffs who are not Class Representatives will also receive \$2,500 each. (In the event that that both a business and its owner are separately named as plaintiffs—i.e., Rainbow Business Solutions d/b/a Precision Tune Auto Care and Jerry Su, and Dietz Towing, Inc. and Terry Jordan the business and owner will be permitted to apply for an award of \$5,000, collectively). The primary purpose of these payments is to compensate the Class Representatives for the time, effort and risks they undertook in pursuing this Litigation, including producing their documents and being deposed under oath. The payments also compensate the Plaintiffs for releasing their individual claims against Leasing Defendants, which are broader than the claims that are part of the class action.

Plaintiffs and Plaintiffs' Counsel will file a motion with the Court on or before October 10, 2017 in support of their applications for attorneys' fees, costs and expenses and incentive awards. A copy of that motion will be available on the Settlement Website at www.northernleasingsettlement.com.

Under the parties' settlement agreement, the award of attorneys' fees, costs, and expenses is subject to a "quick-pay" provision, meaning that it will be paid to Plaintiffs' Counsel within seven days of Final Approval of the settlement. If Final Approval of the settlement is later reversed on appeal, Plaintiffs' Counsel will be required to repay to Leasing Defendants the previously awarded fees, costs and expenses, plus interest.

The Court will determine the amount of fees, costs, expenses, and incentives to award, up to the limits set forth above.

What Claims Are Released by the Settlement?

The settlement releases all claims by the members of the Property Tax Equipment Cost Basis Class against the Released Parties that were or could have been asserted in the Litigation and that are based on the Property Tax Allegations as described above.

The settlement also releases all claims by the members of the SKS Post-Lease Expiration Class against the Released Parties that were or could have been asserted in the Litigation and that are based on the SKS Allegations as described above.

Both releases include claims that may not yet be known or suspected. This means that, in exchange for being eligible for the cash benefits as a Settlement Class member, you will not be able to sue, continue to sue, or be part of any other lawsuit against Leasing Defendants and/or any of the Released Parties that involves the released claims.

The Released Parties are all of the Leasing Defendants, and all of Leasing Defendants' past and present officers, directors, attorneys, shareholders, members, parents, subsidiaries, managers, successors, predecessors, agents, assigns, and legal representatives.

For further information, please see Section 8.3 of the Settlement Agreement.

How Do I Exclude Myself From the Settlement?

You can exclude yourself from the Settlement and Litigation if you want to be able to sue any of the Released Parties separately for the claims released by the settlement. If you exclude yourself, you cannot file a claim for the Settlement benefits available to you nor can you object to the Settlement. If the Settlement does not become effective and the Litigation continues, you also will be excluded from the ongoing Litigation, meaning that you will not share in any recovery that may be received in this case.

To exclude yourself, you must complete and submit the online opt-out form at the Settlement Website or mail a request to opt out of the settlement to the Claim Administrator, Northern Leasing Settlement, Attn: EXCLUSIONS, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217. The exclusion request must contain your name, address, the words "I wish to be excluded from the Northern Leasing Class Action," and your signature.

If you are a member of both the Property Tax Equipment Cost Basis Class and the SKS Post-Lease Expiration Class, and you wish to be excluded only from one of those classes, you must specify the class from which you wish to be excluded. If you submit an exclusion request without specifying the name of the class, you will be excluded from both classes.

An exclusion request can also be submitted on your behalf by your attorney, trustee, or legal representative.

If submitted online, exclusion requests must be made by October 31, 2017. Exclusion requests submitted by mail must be postmarked by October 31, 2017.

How Do I Object to the Settlement?

You can object to the settlement by filing papers in Court. If you object to the settlement, you also can ask to appear at the Final Approval hearing or can hire your own attorney to appear at your own expense.

You can also ask the Court to disapprove the requested payments to Plaintiffs and to their attorneys. If those payments are disapproved, no additional money will be paid to the Settlement Class. Instead, the funds earmarked for Plaintiffs and their attorneys will be retained by Leasing Defendants.

You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. If you want to raise an objection to the settlement at the Final Approval hearing, you must first submit that objection in writing, as explained below.

All objections and requests to appear must show the following: (1) the name and number of this case: *Rainbow Business Solutions, et al. v. Northern Leasing, Inc., et al.*, N.D. Cal. Case No. 4:10-cv-01993-CW; (2) the name, address and telephone number of the objector; (3) the name, address, and telephone number of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason if the objection is successful; (4) documents or testimony sufficient to establish that the objector is a member of the Settlement Class; (5) a statement of the objection and the grounds for the objection; (6) a statement as to whether the objector is requesting the opportunity to appear and be heard at the final approval hearing; (7) the identity of all counsel (if any) representing the objector who will appear at the final approval hearing; (8) a list of any other objections submitted by the objector, or his/her counsel, to any class actions submitted in any state or federal court in the United States in the previous five years (or affirmatively stating that no such prior objection has been made); and (9) the objector's signature, in addition to the signature of the objector's attorney (if any).

You must file the documents by submitting them electronically via the Court's electronic filing system or by having them delivered by mail, express mail or personal delivery to the Clerk's Office, United States District Court for the Northern District of California, 1301 Clay St., Oakland, CA 94612. (Attorneys registered to use the electronic filing system must file documents through ecf.cand.uscourts.gov.) The documents must be *received* by the Clerk (not just postmarked) by October 31, 2017.

If you object to the settlement but still want to submit a claim in the event the Court approves the settlement, you must still submit a timely claim according to the instructions described above.

When Will the Court Decide If the Settlement Is Approved?

The Court will hold a hearing on November 28, 2017 to consider whether to approve the settlement. The hearing will be held in Courtroom 2, 4th Floor, 1301 Clay St., Oakland, CA 94612. The hearing is open to the public. However, only persons who have filed a request to appear at the hearing may actually address the Court. The date or time of the hearing may change without notice to you. Consult the Settlement Website at <u>www.northernleasingsettlement.com</u> or the Court docket in this case available through PACER (<u>www.pacer.gov</u>) for updated information on the hearing date and time.

How Do I Get More Information?

You can inspect many of the court documents connected with this case on the Settlement Website. Other papers filed in this lawsuit are available through PACER, the online service for the United States District Courts, at <u>ecf.cacd.uscourts.gov</u>.

You can contact the Claim Administrator by calling 877-221-7632 or writing to Northern Leasing Settlement, c/o A.B. Data, Ltd., P.O. Box 173043, Milwaukee, WI 53217.

You can also obtain additional information by contacting Plaintiffs' Counsel at *Rainbow Business Solutions, et al. v. Northern Leasing, Inc., et al.* Settlement, Gutride Safier LLP, 100 Pine Street, Suite 1250, San Francisco, CA 94111 or the Claim Administrator at Northern Leasing Settlement, c/o A.B. Data, Ltd., P.O. Box 173043, Milwaukee, WI 53217.

Do not call or contact the Court concerning this notice, the settlement or the lawsuit.