

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

**IMPORTANT NOTICE ABOUT A PROPOSED CLASS  
ACTION SETTLEMENT THAT AFFECTS YOU**

PLEASE READ THIS NOTICE CAREFULLY.  
A FEDERAL COURT AUTHORIZED THIS NOTICE.  
THIS IS NOT A SOLICITATION FROM A LAWYER.

A settlement of \$27.5 million has been reached in a class action lawsuit brought by a group of Plaintiffs, Elizabeth Belin, Christopher Mitchell, Kevin Furman, Mitchell Kirby, Kathryn Svenson, Jesse Manley, Gabrielle Watson, Randall Spitzmesser and Michael Escobar (“Plaintiffs”), who purchased limited benefit indemnity plans and/or other ancillary products such as medical discount plans (collectively, the “LBIPs”) administered by Defendants, Health Insurance Innovations, Inc. (“HII”), Health Plan Intermediaries Holdings, LLC (“HPIH”) and Michael Kosloske (“Kosloske”) (collectively, the “Defendants”).

Plaintiffs allege that themselves and more than 230,000 other consumers purchased LBIPs through distributors called Simple Health and Nationwide Health, and were led to believe that the LBIPs were “comprehensive” or “major” medical plans (similar to the Affordable Care Act (“ACA” or “Obamacare”)) when they were not.

Plaintiffs and Defendants agreed to enter into this settlement to avoid the uncertainties, delays and expenses of ongoing litigation, while providing class members with definite benefits now. **The purpose of this notice is to inform you of the class action and the proposed settlement so that you may decide what to do.**

**QUICK SUMMARY OF THE SETTLEMENT**

**WHO’S INCLUDED?**

Records show that you are a member of the Settlement Class because (i) you purchased one or more LBIPs through Simple Health or Nationwide Health after June 7, 2015, and (ii) you paid fees and/or premiums that were not completely refunded or “charged back.”

You may (or may not) also be a member of one or both of the two subclasses — the “Medical Expense Subclass” or the “Tax Penalty Subclass.” The Medical Expense Subclass includes those who incurred medical expense(s) that were not covered by the LBIPs but would have been covered by an ACA-compliant plan. The Tax Penalty Subclass includes those who incurred a penalty under the ACA’s individual mandate as a result of purchasing the LBIPs, which do not qualify for a tax exemption like an ACA-compliant plan does.

**WHAT ARE THE SETTLEMENT TERMS?**

**What the Settlement Class Members Are Getting.**

Monetary Relief. HPIH and HII (collectively, the “HII Defendants”), which are now known as Benefytt Technologies, Inc., have agreed to create a \$27.5 million settlement fund (the “Settlement Fund”), which will be distributed to Settlement Class Members after first deducting any attorneys’ fees and costs, notice and administration expenses or service awards that the Court awards Plaintiffs and the attorneys representing the Class (“Class Counsel”). The amount remaining in the Settlement Fund after deduction of fees, expenses or service awards shall be the “Net Consideration.”

Other Relief. The HII Defendants have also agreed to various business practice changes as described below, such as requiring all sales agents to record and maintain all sales calls.

## What the Settlement Class is Giving Up.

In return for the relief that Defendants are providing, Settlement Class Members are deemed to have agreed to a release of any claims that you may have against Defendants relating in any way to the sale of LBIPs through Simple Health or Nationwide Health.

## HOW CAN I GET PAYMENT?

To receive a cash payment from the Settlement Fund, you must submit a Claim Form as provided below.

If you have moved within the last five years, you may notify the Settlement Administrator in charge of administrating the settlement of your new mailing address by writing to: HII Class Action Settlement Administrator, c/o JND Legal Administration, P.O. Box 91235, Seattle, Washington 98111.

## WHAT ARE MY OTHER OPTIONS?

**You can exclude yourself:** If you do not want to be bound by the settlement, then you can exclude yourself. But you must do so by December 27, 2021. Part 11 below explains what you need to do to exclude yourself. If you do not exclude yourself, and you timely submit a Claim Form by February 9, 2022, and the settlement is given final approval by the Court, then you will remain a member of the Settlement Class and you will receive your individual allocation of the Settlement Fund. If you do not submit a Claim Form by February 9, 2022, then you will not receive an allocation from the Settlement Fund.

**You can object:** Alternatively, you may object to the settlement by December 27, 2021. Part 16 below explains what you need to do to object to the settlement. The Court will hold a hearing on March 31, 2022, beginning at 2:00 p.m. to consider whether to finally approve the settlement, as well as any request for attorneys' fees by class counsel (the "Fairness Hearing"). If you object, Part 19 explains how you may ask the Court to speak at the Fairness Hearing. Persons who exclude themselves from the Settlement Class will not be bound by the Settlement; however, they cannot file an objection and cannot speak at the Fairness Hearing.

The rest of this Notice provides you with a more detailed summary of the settlement, and also more fully describes your legal rights and options. For even more information, please visit [www.hiiclassaction.com](http://www.hiiclassaction.com) (the "Settlement Website"), at which you may download a complete copy of the "Stipulation of Settlement and Release" and attached exhibits. ***Please read all of this Notice carefully and in its entirety because your legal rights may be affected whether you act or don't act.***

## BASIC INFORMATION

### 1. Why did I receive this notice?

You received a notice because according to the HII Defendants' records you purchased a limited benefit indemnity plan and/or ancillary products from the HII Defendants through Simple Health or Nationwide Health on or after June 7, 2015. You have a right to know about a proposed settlement of a class action lawsuit pending in the U.S. District Court for the Southern District of Florida (the "Court") entitled *Belin v. Health Insurance Innovations, Inc.*, No. 19-cv-61430- SINGHAL/Valle (the "Action"). You are entitled to know your options before the court decides whether to approve the settlement. If the settlement is approved, certain payments will be distributed to Class Members, and Class Members will release claims arising from the actions at issue in the lawsuit. This Notice describes the Action, the Settlement, your legal rights, what relief is being offered to you, how that relief will be distributed and other important information. This Notice only summarizes the Settlement. The full terms of the Settlement are available for review at [www.hiiclassaction.com](http://www.hiiclassaction.com). If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs. You should review the Settlement Agreement before deciding what to do.

## **2. What is this lawsuit about?**

“Limited benefit indemnity plans” and ancillary products such as “medical discount plans” (again, collectively “LBIPs”) are not considered comprehensive medical insurance, and they do not comply with the ACA. Plaintiffs brought the Action alleging that a group of Florida companies and individuals led Plaintiffs and other consumers around the country to believe that LBIPs were major medical insurance.

One of those companies, a sales distributor of LBIPs called Simple Health, was sued by the Federal Trade Commission (“FTC”) for these practices. The Court in that case, *FTC v. Simple Health Plans, LLC*, No. 18-cv-62593-GAYLES (S.D. Fla.) (the “FTC Action”), entered a series of orders restraining Simple Health and related companies from conducting further business. That Court installed a receiver, Michael I. Goldberg (the “Receiver”), to take control of the Simple Health entities (the “Receivership Entities”). Simple Health was the largest sales distributor of LBIPs for Defendants HII and HPIH. A company called Donisi Jax, Inc. d/b/a Nationwide Health a/k/a Atlantic Health (“Nationwide Health”) was another.

Plaintiffs allege, among other things, that Simple Health and Nationwide Health lured Plaintiffs and other consumers with websites and standardized sales scripts that misled Plaintiffs and other consumers to believe they were buying major medical insurance, when in reality they were only buying LBIPs. Plaintiffs allege that Defendants knew what Simple Health and Nationwide Health were doing, and assisted the acts by, among other things, reviewing the sales scripts and loaning Simple Health and Nationwide Health money in the form of advance commissions. Plaintiffs allege that Defendants violated the Racketeer Influenced and Corrupt Organizations Act (“RICO”), which provides for treble damages and attorney’s fees against violators. Plaintiffs also allege that Defendants aided and abetted Simple Health and Nationwide Health’s fraud and breaches of fiduciary duty, and that Defendants were unjustly enriched.

Defendants vigorously deny that they did anything illegal or wrong. Defendants allege that they disclosed in writing to Plaintiffs and other consumers that the products were not major medical insurance. Defendants contend that Simple Health and Nationwide Health were not its agents, and that to the extent Simple Health or Nationwide Health did anything wrong, they concealed what they were doing from Defendants. Kosloske, who founded the HII Defendants, further emphasizes that he resigned as president in 2016 before the occurrence of some of the allegations by Plaintiffs.

This Settlement is a compromise of these and other claims described in the Settlement Agreement. Meanwhile, Part 22 of this Notice explains how you may obtain more information about the claims in this Action and Defendants’ response to those claims. You can also visit [www.hiiclassaction.com](http://www.hiiclassaction.com) to review Plaintiffs’ operative complaint, the Parties’ proposed Settlement Agreement, and other documents related to this Action.

## **3. What is a class action, and why is this case a class action?**

In a class action, one or more persons called “class representatives” (here, Plaintiffs) sue on behalf of people who have similar claims. All of these people with similar claims are the “Class” or “Class Members.” One court resolves the issues for all Class Members, and all Class Members are bound by the court’s decision or settlement.

The Honorable Judge Anuraag Singhal of the U.S. District Court for the Southern District of Florida is in charge of this case. On February 1, 2021, Judge Singhal entered an Order certifying the Class and certain subclasses of consumers who incurred unpaid medical expenses and/or tax penalties as a result of purchasing LBIPs. Defendants have appealed the Court’s Order to the U.S. Court of Appeals for the Eleventh Circuit (the “Rule 23(f) Appeal”). Both the Action and the Rule 23(f) Appeal are currently stayed pending consideration of the Parties’ Settlement Agreement.

Because the Settlement will determine the rights of the Settlement Class, the Parties must make the best effort practicable to send Notice to all of the Settlement Class Members before the Court can consider entering final

approval of the Settlement and making it effective. If the Settlement is not given final approval, or otherwise fails to become final, or is terminated by the Parties for any of the reasons set forth in Section X of the Settlement Agreement, then the Settlement will become void, the Settlement Class will no longer remain certified, and the Action will proceed as if there had been no Settlement and no certification of the Settlement Class.

#### **4. Why is there a settlement?**

The Court has not decided whether Plaintiffs or Defendants would win this case. Instead, both sides agreed to the Settlement before any judgment was entered. That way, the Parties avoid the uncertainties and expenses of ongoing litigation, and the delays of a trial and possible appeals, while providing the Settlement Class Members with definite benefits now rather than the uncertain benefits potentially available from fully contested litigation years from now (if at all). Plaintiffs believe that settlement is in the best interest of Class Members because it offers them relief now, while at the same time allowing anyone who wishes to pursue their own individual claims against Defendants to exclude themselves from the Settlement Class. The Settlement avoids the risk of an unfavorable result for Class Members, which could mean no recovery at all.

### **WHO IS IN THE SETTLEMENT**

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

The Court has preliminarily approved the certification of a class for settlement purposes. The Court decided that everyone who fits the following description is a member of the “Simple Health Class”:

All individuals who purchased the HII Defendants’ limited benefit indemnity plans and/or ancillary products such as medical discount plans through Simple Health within the applicable statute(s) of limitation, and paid fee(s) and/or a premium(s) that were not completely recovered through a refund or chargeback.

The Court decided that everyone who fits the following description is a member of the “Nationwide Health Class”:

All individuals who purchased the HII Defendants’ limited benefit indemnity plans and/or ancillary products such as medical discount plans through Nationwide Health within the applicable statute(s) of limitation, and paid fee(s) and/or a premium(s) that were not completely recovered through a refund or chargeback.

The Court has also decided that the following members of the Simple Health Class and Nationwide Health Class may also make a claim to be included in the “Medical Expense Subclass”:

All individuals within the Simple Health Class or Nationwide Health Class who incurred uncovered medical expense(s).

The Court has also decided that the following members of the Simple Health Class and Nationwide Health Class may also make a claim to be included in the “Tax Penalty Subclass”:

All individuals within the Simple Health Class or Nationwide Health Class who incurred a penalty under the ACA’s individual mandate provisions.

Excluded from the Settlement Classes are the Judges to whom the Action is assigned and any member of a Judge’s staff and immediate family; the HII Defendants and their directors, officers, employees or independent contractors; Michael Kosloske; and the former directors, officers, employees or independent contractors of Simple Health or Nationwide Health.

As noted above, if this Notice was addressed to you, then according to Defendants’ records, you are a member of the Settlement Class unless you timely and properly exclude yourself from the Settlement Class as

described in Part 11 of this Notice, and you will receive a distribution from the Settlement Fund if you timely return a Claim Form as described in Part 7 of this Notice.

## **6. What does the settlement provide?**

The HII Defendants have agreed to create the \$27.5 million Settlement Fund. If the Settlement receives final approval, the Settlement Fund will first be used to pay (1) Court-awarded attorneys' fees, reimbursement of costs, and Service Awards; (2) Notice and Administration Expenses; (3) Taxes, if any; and (4) any other costs, fees, or expenses approved by the Court. The term "Notice and Administration Expenses" means all costs, fees, and expenses incurred in connection with providing Notice and distributing the Settlement proceeds to you. The money remaining after these fees and costs are deducted is the Net Consideration.

Each Settlement Class Member who timely submits a valid Claim Form and does not opt out of the Settlement shall receive his or her *pro rata* share of the Net Consideration. To calculate each *pro rata* share, first each Settlement Class Member will be assigned a "total numerator" to be calculated as each Settlement Class Member's unrefunded payments for LBIPs (the "base numerator"), plus a "medical expense multiplier" of 1.25 times the base numerator if that Settlement Class Member timely submits a Claim Form stating under penalty of perjury that he or she incurred Uncovered Medical Expenses, plus a "tax penalty multiplier" of 1.035 times the base numerator if that Settlement Class Member timely submits a Claim Form stating under penalty of perjury that he or she incurred a Tax Penalty. The Net Consideration will be divided by the sum of all Settlement Class Members' total numerators to calculate a "final multiplier," which shall be multiplied against each Settlement Class Member's total numerator to arrive at that Settlement Class Member's *pro rata* share.

The actual amount that each Settlement Class Member will receive will ultimately depend on a variety of factors, including the fees and expenses awarded by the Court and expended by the Settlement Administrator, the number of Settlement Class Members who choose to opt out of the Settlement, the number of Subclass Members and the number of Settlement Class Members who timely return a Claim Form.

## **7. How can I get such relief?**

As long as you (i) do not exclude yourself from the Settlement Class and (ii) timely return or submit the Claim Form by February 9, 2022, to the Settlement Administrator, then you will receive a distribution from the Settlement Fund. You can return the Claim Form by submitting it at [www.hiiclassaction.com](http://www.hiiclassaction.com); mailing it to HII Class Action Settlement Administrator, c/o JND Legal Administration, P.O. Box 91235, Seattle, Washington 98111; or emailing it to the Settlement Administrator in .pdf format to [info@hiiclassaction.com](mailto:info@hiiclassaction.com).

The Claim Form contains two sections where you will indicate under penalty of perjury whether you are a member of the Medical Expense Subclass and/or Tax Penalty Subclass.

If, from June 7, 2015, to September 27, 2021, you incurred medical expenses for which you made a claim for reimbursement under an LBIP you purchased through Simple Health or Nationwide Health, and that claim was rejected in whole or in part, then you should complete the "Medical Expense Subclass" section.

If, from June 7, 2015, to September 27, 2021, you incurred a tax penalty imposed by the Internal Revenue Service because you did not have ACA-compliant health insurance, then you should complete the "Tax Penalty Subclass" section.

**If you do not qualify as a member of the Medical Expense Subclass or the Tax Penalty Subclass, don't worry. You will still receive some share of the Settlement Fund if you timely submit your Claim Form.**

If you have moved within the last five years, you may notify the Settlement Administrator in charge of administering the settlement of your new mailing address by writing to: HII Class Action Settlement Administrator, c/o JND Legal Administration, P.O. Box 91235, Seattle, Washington 98111.

**8. When would I get such relief and how will it be distributed to me?**

The Court will hold a hearing at 2:00 p.m. on March 31, 2022, to decide whether to approve the Settlement. The Court will only approve the Settlement if it finds it to be fair, reasonable and adequate. It may take the Court several weeks or months after the hearing before it decides. If the Court approves the settlement, then there may be appeals. If appeals are filed, then it is uncertain how long it will take to resolve them. It is also possible that this Settlement may be terminated for other reasons, such as those set forth in Section X of the Settlement Agreement (a copy of which is available for review at [www.hiiclassaction.com](http://www.hiiclassaction.com)). Please be patient.

The “Final Approval” date, as defined in the Settlement, is the date when the order granting final approval of the Settlement and entering judgment (the Final Order and Judgment) will be final and no longer subject to appeal. Distributions are expected to be made within 20 days of the Final Approval date. The Settlement Website will be updated from time to time to reflect the progress of the Settlement.

All checks will expire and become void 180 days after they are issued and will be considered unclaimed funds. Unclaimed funds will be considered a waiver by you of the right to receive a Distribution. Unclaimed distributions may be redistributed *pro rata* to other class members or to a nonprofit or charity via a *cy pres* fund.

**9. Will the Settlement have any tax consequences on me?**

Neither the Court nor the Parties (including their counsel) can advise you about what, if any, tax consequences might arise for you from the Settlement. You are encouraged to consult with your own tax advisor to determine whether any potential tax consequences could arise from your receipt of a Distribution.

**10. Am I giving up anything by remaining in the Settlement Class?**

If you don’t exclude yourself, then you will remain in the Settlement Class, and that means that if the Settlement is given final approval and reaches the Final Settlement Date then you shall be deemed to be a “Releasing Party.” As a Releasing Party, you shall be deemed to release the following “Released Claims”:

any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, refunds, reimbursements, restitution, and attorneys’ fees of any nature whatsoever, whether arising under federal law, state law, local law, common law or equity, state or federal antitrust laws, any state’s consumer protection laws, unjust enrichment, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), or any other law, including Unknown Claims, whether suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, that were advanced in the Action, or that are related to the facts, transactions, events, occurrences, acts, or omissions alleged in the Action and could have been advanced in the Action, as of the date of the Final Order and Judgment (excluding, for avoidance of doubt, any claims to enforce the Settlement or the Final Order and Judgment). However, Released Claims shall not include any claims held by the Receiver relating to commissions or other monies that the HII Defendants and/or Benefytt have collected, hold or may collect in the future relating to products sold by any of the Simple Health Receivership Entities. Nor shall the Released Claims include the release of any claims held by Settlement Class Members who are part of the Simple Health Class (as that term is defined in the Court’s February 1, 2021, Order on Motion for Class Certification) to distributions or other consideration made, or to be made, by the Receiver. The Parties agree that claims for violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq., or state court analogues, against the HII Defendants, are not affected by this Settlement.

This release will include claims that you and any other Settlement Class Member does not know or suspect to exist in her, his, or its favor at the time of the release of the Released Parties, which if known by him, her, or it might have affected her, his, or its decision(s) with respect to the Settlement, including the decision to seek exclusion from or object to the Settlement.

If the Settlement is given Final Approval, then all Settlement Class members will have expressly, and by operation of the Judgment, to the fullest extent permitted by law, waived and relinquished any and all provisions, rights, and benefits conferred by any law or any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

As a “Releasing Party” you shall be deemed to understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and/or of any other applicable law relating to limitations on releases. In connection with such waivers and relinquishment, you shall be deemed to acknowledge that you are aware that you may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of the Settlement Agreement, but that you release fully, finally, and forever all Released Claims, and in furtherance of such intention, the release will remain in effect notwithstanding the discovery or existence of any such additional or different facts. You shall acknowledge, and by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a material element of the Settlement.

The full terms of the Release provisions of the Settlement are at Section IX of the Settlement Agreement, a copy of which is available at [www.hiiclassaction.com](http://www.hiiclassaction.com).

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

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

If you don’t want to be part of the Settlement, or if you want to keep the right to sue or continue suing HPIH, HII or Kosloske on your own about the Released Claims, then you must take steps to exclude yourself from the Settlement Class. This is also called “opting out” of the Settlement Class. If you exclude yourself from the Settlement Class, you will not be bound by the Settlement and will not receive any relief offered by the Settlement, but you will be free to file and then pursue your own individual lawsuit regarding the Released Claims if you wish to do so. However, the Court has ruled that neither the Settlement, nor this Notice, nor the Court’s preliminary approval order may be used as evidence in such individual lawsuits. You should be aware that if you do exclude yourself and plan to file your own action against Defendants, the statute of limitations applicable to your claim may prevent you from separately suing Defendants unless you act promptly.

To exclude yourself, you must mail a letter sufficiently in advance to be received by the Settlement Administrator no later than December 27, 2021, saying that you want to be excluded from the Settlement Class. Your letter must be addressed to HII Class Action Settlement Administrator, c/o JND Legal Administration, P.O. Box 91235, Seattle, Washington 98111, and must (i) contain a caption or title that identifies it as a “Request for Exclusion in *Belin v. HIP*”; (ii) include your name, mailing address and email address(es) and contact telephone number; (iii) specify that you want to be excluded from the Settlement Class; and (iv) be *personally* signed by you.

NOTE: If your request for exclusion is late or incomplete, then it will not be valid and you will remain part of the Settlement Class. You will still be bound by the Settlement and other orders or judgments in the

Action, and you will not be able to participate in any other lawsuits against Defendants and the Released Parties based on the Released Claims.

**12. If I don't exclude myself, can I sue HII, HPIH or Kosloske later for the same thing?**

No. If you do not exclude yourself from the Settlement Class and the Settlement is given Final Approval, then you will give up the right to sue Defendants and the Released Parties for the Released Claims — *even if you do not timely submit a valid Claim Form.*

**13. If I exclude myself, can I get anything from this Settlement?**

If you exclude yourself, you will not be eligible to receive any of the monetary benefits that the Settlement provides.

**THE LAWYERS REPRESENTING YOU**

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

Yes. The Court has appointed Jason Kellogg, Jeffrey C. Schneider, Lawrence A. Kellogg and Victoria J. Wilson of the law firm of Levine Kellogg Lehman Schneider + Grossman LLP, and Jason R. Doss of The Doss Firm LLC, to represent you and the other Settlement Class Members in this Action and for purposes of this Settlement, and for no other purpose. These attorneys are called "Class Counsel," and they can be reached by writing them at:

Levine Kellogg Lehman Schneider + Grossman LLP  
201 South Biscayne Boulevard, 22nd Floor  
Miami, Florida 33131

The Doss Firm LLC  
The Brumby Building  
127 Church Street, Suite 220  
Marietta, Georgia 30060

You have the right to retain your own separate lawyer to represent you in this case, but you are not obligated to do so. If you hire your own lawyer, then you will be solely responsible for all of his or her fees and expenses. You also have the right to represent yourself before the Court without a lawyer, but if you want to appear at the Fairness Hearing you must comply with the procedures set forth in Parts 19 through 20 of the Notice below.

**15. How will Class Counsel and Class Representatives be paid?**

Class Counsel have prosecuted this case on a contingent-fee basis and, so far, have not been paid anything for their services. If the Settlement is approved, then Class Counsel will ask the Court for an award of attorney's fees and expenses, to be paid from the Settlement Fund in an amount not to exceed 33.33% of the Settlement Fund.

A recent decision of the U.S. Court of Appeals for the Eleventh Circuit holds that Service Awards for class representatives are not permissible in class actions. *See Johnson v. NPAS Solutions, LLC*, No. 18-12344, 2020 WL 5553312, at \*12 (11th Cir. Sept. 17, 2020). If and only if that decision is vacated or reversed, then Class Counsel will also ask the Court for Service Awards for the Class Representatives for their efforts in bringing the Action, in amounts not to exceed \$6,250 per Plaintiff, which will also be paid from the Settlement Fund. Class Counsel will file with their Court their request for attorneys' fees and expenses, and Service Awards, on or before November 12, 2021, which will then be posted on [www.hiiclassaction.com](http://www.hiiclassaction.com).

The Settlement is not conditioned on the Court approving any specific amount of attorneys' fees and expenses or Service Awards. The Court will ultimately decide whether any attorneys' fees and expenses should be awarded to Class Counsel, and whether any Service Awards should be awarded to Class Representatives, and in what amounts.



## OBJECTING TO THE SETTLEMENT

### **16. How do I tell the Court that I don't like the Settlement?**

If you do not exclude yourself from the Settlement Class, then you can object to the Settlement if you don't agree with any part of it. You can provide reasons why you think the Court should deny approval of the Settlement by filing an objection. However, you can't ask the Court to order a larger or different type of settlement as the Court can only approve or deny the Settlement presented by the Parties. If the Court denies approval, then no settlement relief will be available to the Settlement Class Members and the lawsuit will continue. If you file a written objection, then the Court will consider your views.

To object, you must file a written statement of objection with the Court. Your written objection must (i) contain a caption or title that identifies it as an "Objection to Case Settlement in *Belin v. HIP*"; (ii) include your full name, mailing address and email address(es) and contact telephone number; (iii) provide an explanation of the basis upon which you claim to be a Settlement Class Member (such as, you received this Class Notice); (iv) state whether the objection applies only to you, or to the Settlement Class as a whole, and the reasons for your objection, accompanied by any legal or factual support for the objection; (v) disclose the name and contact information of any and all attorneys representing, advising or in any way assisting you in connection with the preparation or submission of your objection; and (vi) disclose the case name and civil action number of any other objections that you or your counsel have made in any other class action cases in the last 4 years; (vii) state whether you intend to appear at the Final Approval Hearing on your own behalf or through counsel; and (viii) be *personally* signed by you.

You may file your written statement of objection in person at, or you may mail it to, the Clerk of Court, United States District Court for the Southern District of Florida, U.S. Federal Building and Courthouse, 299 East Broward Boulevard #108, Ft. Lauderdale, Florida 33301. However, if you are represented by your own attorney, then your attorney must file your objection through the Court's Case Management/Electronic Case Filing (CM/ECF) system. To be considered timely and valid, all statements of objection must be filed with the Court by, or mailed sufficiently in advance to be received by the Court by December 27, 2021. Any Settlement Class Member who does not comply with the above deadline and requirements shall be deemed to have waived all objections to and shall be forever barred from challenging the Settlement.

### **17. What's the difference between objecting and excluding myself?**

Objecting is simply telling the Court that you do not like something about the settlement, but that you are still willing to be bound by it if the Settlement is finally approved despite your objection. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class at all. If you exclude yourself, you will not be subject to the Settlement and therefore cannot object to the Settlement or appear at the Fairness Hearing because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you are not required to.

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

The Court will hold a Fairness Hearing at 2:00 p.m. on March 31, 2022, before the Honorable Judge Anuraag Singhal at the U.S. District Court for the Southern District of Florida, U.S. Federal Building and Courthouse, 299 East Broward Boulevard, #107, Ft. Lauderdale, Florida 33301. At this hearing, the Court will consider whether to: (1) grant final certification to the Settlement Class for settlement purposes; (2) approve the Settlement as fair, reasonable and adequate; and (3) award any attorneys' fees and expenses to Class Counsel and

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Service Awards to Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. It is not possible to predict how long the Court's decision will take.

NOTE: The Court has reserved the right to change the date and/or time of the Fairness Hearing, or to continue it, without further notice. If you plan to attend the Fairness Hearing, you should confirm the date and time shortly before traveling to attend the hearing by checking [www.hiiclassaction.com](http://www.hiiclassaction.com) or the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.flsd.uscourts.gov/>.

#### **19. Do I have to attend the Fairness Hearing?**

No, Class Counsel will represent the Settlement Class at the Fairness Hearing. But you are welcome to come at your own expense. Even if you send an objection, you do not have to go to the Fairness Hearing to talk about it. As long as your objection was timely filed and meets the other requirements described in Part 16, the Court will consider it. You may also retain a lawyer at your own expense to represent you at the Fairness Hearing, but it is not necessary to do so.

#### **20. May I speak at the Fairness Hearing?**

You may ask the Court for permission to speak at the Fairness Hearing, but only *if* you timely file an objection in full compliance with the instructions set forth in Part 16, and *if* you also state in that objection that you would like to speak at the Fairness Hearing. However, any separate attorney you hire may appear only if he or she files through the Court's Case Management/Electronic Case Filing (CM/ECF) system a separate "Notice of Intention to Appear in *Belin v. HII*, No. 19-cv-61430-SINGHAL." That notice must be filed with the Court no later than December 27, 2021. You cannot speak at the Fairness Hearing if you have excluded yourself from the Settlement Class.

### **IF YOU DO NOTHING**

#### **21. What if I do nothing?**

If you do nothing and the Settlement is approved and reaches Final Approval, then you will be a Settlement Class Member. Even if you do not submit a Claim Form, you will be bound by the Settlement's release and other terms, and therefore you will not be able to file your own lawsuit, continue with your own lawsuit, or be part of any other lawsuit against HII, HPIH or Kosloske concerning any of the Released Claims.

### **GETTING MORE INFORMATION**

#### **22. Where can I get additional information?**

This Notice summarizes the proposed settlement. For precise terms and conditions of the Settlement, please see the full Settlement Agreement available at [www.hiiclassaction.com](http://www.hiiclassaction.com), by accessing the Court docket in this case through the Court's Case Management/Electronic Case Filing (CM/ECF) system at <https://ecf.flsd.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the Southern District of Florida, U.S. Federal Building and Courthouse, 299 East Broward Boulevard #108, Ft. Lauderdale, Florida 33301, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT, THE CLERK OF THE COURT'S  
OFFICE OR DEFENDANTS TO INQUIRE ABOUT THIS SETTLEMENT**

Questions? Visit [www.hiiclassaction.com](http://www.hiiclassaction.com) or call toll-free at 1-877-379-5990