

**IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MISSOURI  
CENTRAL DIVISION**

MIKE PADBERG, individually and on	)	
behalf of all others similarly situated,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Case No. 2:11-cv-04035-NKL
	)	
DISH NETWORK L.L.C.,	)	
	)	
Defendant.	)	

**NOTICE OF CLASS ACTION SETTLEMENT**

**TO:** All present and former DISH Network L.L.C. (“DISH”) subscribers in the United States who: (1) paid DISH for a programming package for all or part of October, 2010 that included Fox Sports Net (“FSN”) programming and/or FX programming; and (2) did not receive a monetary credit equal to the value of such programming, which DISH failed to provide from October 1, 2010 to October 29, 2010.

**PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS.  
THIS IS NOT AN ATTEMPT TO COLLECT ANYTHING FROM YOU.  
THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU.  
YOU MAY BE ENTITLED TO BENEFITS UNDER THIS SETTLEMENT.**

**1. PURPOSE OF THIS NOTICE**

The purpose of this Notice is to advise you of a settlement of this class action and summarize certain rights you may have. You may or may not be a Class Member. Please read below to see if you are a Class Member.

**2. BACKGROUND**

From October 1 through October 29, 2010, DISH did not provide FSN or FX programming to subscribers who had purchased a package from DISH that included FSN and/or FX programming for this period. Plaintiff Mike Padberg (“Class Representative”) brought a Class Action Complaint alleging that DISH’s form contract was unconscionable and that DISH breached its contract with its subscribers by failing to provide a monetary credit to subscribers equal to the value of the channels not provided. The case is pending in the United States District Court for the Western District of Missouri, Case No. 2:11-cv-04035-NKL (the “Lawsuit”).

DISH denies Plaintiff’s allegations and has asserted numerous defenses to the Lawsuit, including that it was not contractually obligated to provide the FSN and FX programming, and that it provided substitute programming during the period in question. This notice is not an admission by DISH that the claims Plaintiff asserts in this case are valid, or that there has been any wrongdoing or violation of law.

On July 11, 2013, the Court ordered that the Lawsuit may be maintained as a claim not only by Mike Padberg, but also on behalf of a class of DISH subscribers in the United States who: (1) paid DISH for a programming package for all or part of October, 2010 that included Fox Sports Net (“FSN”) programming and/or FX programming; and (2) did not receive a monetary credit equal to the value of such programming,

which DISH failed to provide from October 1, 2010 to October 29, 2010. To be a member of the class you must meet both of these criteria. Plaintiff Mike Padberg was appointed by the Court as the named representative of the class. The following law firms were appointed by the Court to represent the class: Goldenberg, Heller & Antognoli, P.C.; Cook, Vetter, Doerhoff & Landwehr, P.C.; Horn, Aylward & Bandy, LLC; and Bartimus Frickleton Robertson Rader, P.C. (“Class Counsel”).

DISH, Class Representative, and Class Counsel have agreed to resolve all claims against DISH (the “Settlement”).

This Notice is to inform you about the status of the Lawsuit and Settlement, including your potential right to receive a share of the monetary benefits paid by DISH to resolve these claims. **Your legal rights are affected and you have a choice to make in this action now.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>PARTICIPATING IN THE SETTLEMENT</b>	To receive monetary benefits from the Settlement, you must take certain action, either by filing a claim form or by contacting DISH, as set forth in Section 6.B below. A description of the available monetary relief is set forth in Section 6.B below.
<b>OPTING-OUT OF THE SETTLEMENT</b>	You will be unable to participate in the Settlement if you choose this option, but will retain any rights you may have against DISH over the claims in this case. See Section 12. If you do not exclude yourself, you will be bound by the terms of the Settlement, including the release described in Section 12 below.
<b>OBJECTING</b>	Write the Court about why you do not like the Settlement. Note: if you object, but do not exclude yourself, you will still be bound by the terms of the Settlement if approved by the Court. See Section 12 below.
<b>ATTENDING THE HEARING</b>	Ask to speak to the Court about the fairness of the Settlement.

Your options are explained in this Notice. Please read it carefully. To exclude yourself from the Settlement you must act before April 23, 2018.

### **3. SUMMARY OF THE LITIGATION**

On January 25, 2011, Class Representative filed the Lawsuit against DISH alleging causes of action against DISH arising out of the temporary interruption of certain FOX Network regional sports network programming (collectively, “FSN” programming) in October 2010. In his original Complaint, Class Representative alleged causes of action for: (1) breach of contract; (2) breach of the covenant of good faith and fair dealing; (3) unjust enrichment; (4) declaratory judgment; (5) violation of the Colorado Consumer Protection Act, CRS 6-1-101 *et seq.*; (6) violation of the Missouri Merchandising Practices Act, Chapter 407, RSMo, *et seq.*; and (7) injunctive relief.

On March 17, 2011, DISH moved to dismiss the Lawsuit for failure to state a claim under any of the theories alleged in the original Complaint. On June 11, 2012, the Court issued an order granting in part, and denying in part, DISH’s motion to dismiss. The Court dismissed Counts III (unjust enrichment), IV (declaratory judgment), V (violation of the Colorado Consumer Protection Act, CRS 6-1-101 *et seq.*), and VI (violation of the Missouri Merchandising Practices Act, Chapter 407, RSMo, *et seq.*), but allowed the Lawsuit to proceed with Counts I (breach of contract), II (breach of the covenant of good faith and fair dealing), and III (injunctive relief).

On August 30, 2012, Class Representative filed his First Amended Class Action Complaint (“FAC”) asserting two causes of action arising out of the temporary interruption of FSN and FX Network programming (the “FX” programming) in October 2010: Count I (breach of contract) and Count II (breach of the covenant of good faith and fair dealing). DISH filed an Answer to the FAC on September 14, 2012.

On July 11, 2013, the Court certified the following two classes (the “Classes”):

All present and former DISH subscribers in the United States who: (1) paid DISH for a programming package for all or part of October 2010 that included FSN programming; and (2) did not receive a monetary credit equal to the value of such programming, which DISH failed to provide from October 1, 2010 to October 29, 2010 (the “FSN Class”).

All present and former DISH subscribers in the United States who: (1) paid DISH for a programming package for all or part of October 2010 that included FX programming; and (2) did not receive a monetary credit equal to the value of such programming, which DISH failed to provide from October 1, 2010 to October 29, 2010 (the “FX Class”).

On August 20, 2013, the United States Court of Appeals for the Eighth Circuit denied DISH permission to appeal the order certifying the classes.

On July 1, 2014, DISH moved for summary judgment on the two claims in the Lawsuit. Class Representative also moved for partial summary judgment as to liability regarding both of his claims. On August 11, 2014, the Court denied the cross motions for summary judgment.

Between August 25 and August 29, 2014, the Court conducted a jury trial on the claims set forth in the Lawsuit. On August 29, 2014, the jury returned a verdict in Plaintiff’s favor and awarded damages in the amount of \$880,540.

On September 26, 2014, Class Representative moved for a new trial. On December 4, 2014, the Court orally granted the motion for new trial and entered a written order on February 17, 2015.

On January 21, 2015, the Court sua sponte issued an Order “to show cause as to why the ‘FSN Class’ should not be modified to create two subclasses consisting of: (1) All present and former Dish subscribers in the United States who a) paid Dish for an AT120+ programming package for all or part of October 2010 that included FSN programming; and b) did not receive a monetary credit equal to the value of such programming, which Dish failed to provide from October 1, 2010 to October 29, 2010 (the FSN AT 120+ Class). (2) All present and former Dish subscribers in the United States who a) paid Dish for a programming package other than the AT120+ package for all or part of October 2010 that included FSN programming; and b) did not receive a monetary credit equal to the value of such programming, which Dish failed to provide from October 1, 2010 to October 29, 2010 (the FSN Class).”

On June 18, 2015, DISH moved to Decertify the Classes or, in the alternative, to Certify a Sub-Class of AT120+ Subscribers, which motion was stayed pending the outcome of an appeal in a related uncertified action, *Stokes v. DISH Network L.L.C.*, Case No. 2:14-cv-04338-NKL.

On October 4, 2016, the Eighth Circuit issued its decision in *Stokes*, concluding that the “claims for class-wide monetary relief in [Stokes] and in the related case of Padberg v. DISH Network LLC failed to state a claim upon which relief can be granted.”

On November 18, 2016, Class Representative sought leave to file a Second Amended Class Action Complaint (“SAC”). On March 3, 2017, the Court allowed Class Representative to assert an unconscionability-breach of contract claim and an unconscionability-unjust enrichment claim. Class

Representative filed its SAC on March 10, 2017. On April 7, 2017, DISH moved to dismiss the SAC. On May 24, 2017, DISH moved to decertify the Classes in the Lawsuit.

DISH has denied and continues to deny the allegations in the Lawsuit. DISH does not admit to any wrongdoing or liability. However, to avoid additional costs and time-consuming litigation, DISH, the Class Representative, and Class Counsel (the “Parties”) have agreed to resolve the matter according to the terms of the Settlement.

#### **4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?**

The Settlement is on behalf of two classes certified in the Lawsuit on July 11, 2013, namely:

All present and former DISH subscribers in the United States who: (1) paid DISH for a programming package for all or part of October 2010 that included FSN programming; and (2) did not receive a monetary credit equal to the value of such programming, which DISH failed to provide from October 1, 2010 to October 29, 2010 (the “FSN Class”).

All present and former DISH subscribers in the United States who: (1) paid DISH for a programming package for all or part of October 2010 that included FX programming; and (2) did not receive a monetary credit equal to the value of such programming, which DISH failed to provide from October 1, 2010 to October 29, 2010 (the “FX Class”).

#### **5. SETTLEMENT WEBSITE.**

A website has been set up at <http://www.PadbergDISHClassAction.com> (the “Settlement Website”) to provide Class Members with information, documents, notices and dates relating the Settlement. The Settlement Website will include: (i) the electronic process by which AT120+ Customers may elect their relief described in Section 6.B.1 below; and (ii) the timing and procedures by which Non-AT120+ Customers may contact DISH to upgrade or re-sign and obtain account credits described in Section 6.B.2 below. The Claims Administrator will periodically update the Settlement Website with relevant information related to the Settlement, such as Court filings, deadlines and contact information for questions.

#### **6. WHAT ARE THE BENEFITS AND TERMS OF THE SETTLEMENT AND HOW DO I RECEIVE THEM?**

As part of this Settlement, DISH has agreed to:

- change the disclosures in its uniform consumer contract, as set forth in Section 6.A below;
- pay \$2,700,000.00 into a Settlement Fund (the “Settlement Fund”) to be used to pay: (a) all monetary relief to AT120+ Customers, as set forth in Section 6.B.1 below; (b) all costs required to notify the Classes of the Settlement; (c) all costs to administer the settlement; (d) any Court-ordered award of attorneys’ fees, costs, and expenses to Class Counsel; and (e) any Court-ordered individual settlement award and service award to the Class Representative; and
- provide additional monetary relief set forth in Section 6.B.2 below, separate from the Settlement Fund.

The Effective Date of the Settlement Agreement shall be the date immediately following the Court’s final approval of the Settlement Agreement and the exhaustion of any appeals. Once the Effective Date is determined, the Effective Date will be posted on the Settlement Website ([www.PadbergDISHClassAction.com](http://www.PadbergDISHClassAction.com)) by the Claims Administrator. Please visit the Settlement Website for updates.

**A. Injunctive Relief – Changes to DISH’s Consumer Contract**

DISH has agreed to change its uniform consumer contract for at least a two-year period following the Effective Date of the Settlement, by including the following language on the face page of DISH’s Digital Home Advantage Plan Agreements (the “DHA Plan Agreements”), and any successor agreements thereto, in no less than 10-point font, above where the customer must sign the DHA Plan Agreement:

**Changes in Prices, Programming, Services and Features:** You acknowledge and agree that:

- **Agreements with programming suppliers may expire during the term of your Agreement with DISH. If that occurs, some programming in your DISH services may not be available for some or all of the remaining term of your agreement with DISH, and you will not be entitled to any refund, credit, or other compensation, as more fully set forth in the RCA.**
- **DISH has the right, at any time and from time to time without notice (including, without limitation, during any term commitment to which you have agreed), to add, delete, rearrange, alter, change and/or eliminate: (A) any and all prices, fees and/or charges; and/or (B) packages, programming, programming suppliers, services offered by suppliers, software, applications, features and/or functionalities; provided that in doing so DISH exercises its discretion consistent with the parties’ reasonable expectations at the inception of this Agreement in accordance with the covenant of good faith and fair dealing implied in this Agreement under Colorado law.**
- **DISH has the right, without notice at any time (including, without limitation, during any term commitment to which you have agreed), to change your payment terms if you fail to make payments by your payment due date.**

\_\_\_\_\_ (customer initials)

**B. Monetary Relief**

If you are a Class Member who had an AT120+ package from October 1 through October 29, 2010, you are an “AT120+ Customer” under the Settlement Agreement and are entitled to the monetary relief set forth in Section 6.B.1 below, to be paid from the Settlement Fund.

If you are a Class Member who did not have an AT120+ package during the period October 1 through October 29, 2010, you are a “Non-AT120+ Customer” under the Settlement Agreement and are entitled to the monetary relief set forth in Section 6.B.2 below, to be paid by DISH separate from the Settlement Fund.

**1. AT120+ (“America’s Top 120+) Customers.**

AT120+ Customers *who are still DISH subscribers* are entitled to receive either:

(1) a \$3 cash payment, provided they complete a claim form (located on the Settlement Website) by the Claim Deadline certifying that they have not requested and received a monetary or programming credit from DISH due to the interruption in FOX programming at issue in the Lawsuit;

or, alternatively,

(2) a \$5 account credit when they upgrade core programming, add a qualifying new premium package, or add or upgrade DISH Protect, provided they: (a) elect the credit on the Settlement Website by the Claim Deadline; (b) upgrade or add the new core programming, new premium package, or DISH Protect within 30 days after the Effective Date of the Settlement Agreement; and

(c) retain the upgrade/addition through the 60<sup>th</sup> day after the Effective Date (Customers will then automatically receive the \$5 credit on their account within 10 days thereafter).

AT120+ Customers *who are no longer DISH subscribers* are entitled to receive either:

(1) a \$3 cash payment, provided they complete a claim form (located on the Settlement Website) by the Claim Deadline certifying that they have not requested and received a monetary or programming credit from DISH due to the interruption in FOX programming at issue in the Lawsuit;

or, alternatively,

(2) a \$5 credit towards re-signing with DISH, provided they: (a) elect the credit on the Settlement Website by the Claim Deadline; (b) re-sign with DISH within 30 days after the Effective Date of the Settlement Agreement; and (c) provide the offer code (located on the Settlement Website) during the sales call to re-establish service (the \$5 account credit will automatically be applied to the first DISH bill).

**To elect and receive the relief described above, AT120+ Customers must complete a Claim Form and return it to the Claims Administrator on or before April 23, 2018.** The Claim Form is found on the Settlement Website at <http://www.PadbergDISHClassAction.com>. If you need a Claim Form mailed to you, please contact the Claims Administrator using the contact information set forth below.

AT120+ Customers who elect the \$3 cash payment option will receive their payment by check within 60 days after the Effective Date of the Settlement Agreement. The Settlement Administrator will mail checks to the addresses identified by Class Members on their Claim Form. The checks will be valid for one hundred eighty (180) days. The Settlement Administrator will make reasonable efforts to identify the proper address for any Class Member whose check is returned as undeliverable and will re-mail any checks once to an updated address.

## **2. Non-AT120+ Customers.**

Non-AT120+ Customers *who are still DISH subscribers* are entitled to receive a \$5 credit towards an upgrade in core programming, the addition of a qualifying new premium package, or the addition or upgrade of DISH Protect, provided they: (a) upgrade or add the new core programming, new premium package, or DISH Protect within 30 days after the Effective Date of the Settlement Agreement; and (b) retain the upgrade/addition through the 60<sup>th</sup> day after the Effective Date. Customers who have retained the upgrade/addition on the 60<sup>th</sup> day after the Effective Date will automatically receive the \$5 credit on their account within 10 days thereafter. If no programming upgrade is available (customers who already receive (a) America's Top 250, DISH America Gold or Dish Latino Max; and (b) HBO, Cinemax, Showtime and Starz), the customer will have a certificate for one pay-per-view movie automatically added to his or her DISH account. Pay-Per-View Certificates, which are valid for three months from issuance, can only be redeemed on [www.mydish.com](http://www.mydish.com) or through DISH's automated phone system at the time of ordering. Each certificate is valid for one Pay-Per-View (channels 502-559) or Video on Demand (channels 1 and 501) movie up to \$6.99, and cannot be used for movies rented from DISH Anywhere or DISH Movie Pack.

Non-AT120+ Customers who are no longer DISH subscribers are entitled to receive a \$5 credit towards re-signing with DISH, provided they: (a) re-sign with DISH within 30 days after the Effective Date of the Settlement Agreement; and (b) provide the offer code (located on the Settlement Website) during the sales call to re-establish service. The \$5 credit will be automatically applied to your first DISH bill.

## **7. WHO IS CLASS COUNSEL?**

The Court has appointed the following lawyers as Class Counsel to represent the Settlement Class:

### **COOK, VETTER, DOERHOFF & LANDWEHR, P.C.**

231 Madison  
Jefferson City, MO 65101  
(573) 635-7977

### **GOLDENBERG HELLER & ANTOIGNOLI, P.C.**

2227 South State Route 157  
Edwardsville, IL 62025  
(618) 656-5150

### **HORN, AYLWARD & BANDY, LLC**

2600 Grand Blvd, Suite 1100  
Kansas City, MO 64108  
(816) 421-0700

### **BARTIMUS FRICKLETON ROBERTSON RADER, P.C.**

715 Swifts Highway  
Jefferson City, MO 65109  
(913) 266 2300

## **8. HOW MUCH ARE THE ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE AWARD?**

Class Counsel has pursued the Lawsuit for over seven years on a contingent basis and has not received any payment of fees or any reimbursement of their out-of-pocket expenses related to the recovery on behalf of the Class. As part of the Settlement, Class Counsel will apply for fees, Class Notice expenses advanced by Class Counsel, and other costs incurred in the Lawsuit (the "Attorneys' Fees and Costs"). The Attorneys' Fees and Costs must be approved by the Court and shall not exceed the amount remaining in the Settlement Fund after payment of: (1) all payments and credits to the AT120+ Customers; (2) Class Notice expenses not advanced by Class Counsel; (3) all other charges and expenses required by the Settlement Agreement and the Court's Preliminary Approval Order; and (4) any award made by the Court to the Class Representative. Class Counsel's Motion for Attorneys' Fees and Costs will be filed with the Court and posted on the Settlement Website.

Class Counsel will also ask the Court to approve a reasonable service award to Class Representative in an amount to be determined by the Court (the "Service Award"). Class Representative devoted substantial time and effort assisting Class Counsel in the prosecution of this case including, for example, assisting Class Counsel in responding to detailed discovery requests, engaging in meetings, telephone conferences and written communication with Class Counsel, testifying at his deposition, attending hearings, testifying and attending a week-long trial, and more. The Court will determine the amount of the Service Award, if any to compensate the Class Representative for his time, effort and diligence in prosecuting the case against DISH. If the Court approves a Service Award, it will be paid from the Settlement Fund.

Settlement Class Members may object to the terms of the Settlement, Class Counsel's request for Attorneys' Fees and Costs, and/or the Service Award pursuant to Section 12 below.

## **9. WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT?**

If the Court approves the proposed Settlement, it will enter a judgment that will serve as a final judgment of the claims against DISH raised in the Lawsuit, and which will be binding on all Class Members who do not opt-out. As part of the Settlement, the Classes will release DISH from any and all actions, causes of action, claims, compensation, controversies, costs, damages, debts, demands, expenses, liens, liabilities, losses, rights or suits, including claims or suits for contribution and/or indemnity, of every kind, nature or description whatsoever, whether foreseen or unforeseen, known or unknown, fixed or contingent, direct or

indirect, liquidated or unliquidated, at law or in equity, arising out of or relating to the facts alleged in the Lawsuit.

Class Members who timely and properly opt-out from the Settlement will not be bound by the judgment and will not release any potential or actual claims against DISH.

#### **10. WHAT HAPPENS IF THE COURT DOES NOT APPROVE THE SETTLEMENT?**

If the Court does not approve the proposed Settlement, the case will proceed as if no settlement has been attempted. In that event, there is no assurance that the Classes will not be decertified and/or recover more or less than is provided for in this Settlement or, indeed, anything.

#### **11. WHEN IS THE FAIRNESS HEARING?**

A hearing will be held before the Honorable Judge Nanette K. Laughrey, United States District Court for the Western District of Missouri, 80 Lafayette Street, Jefferson City, Missouri, on **May 24, 2018 at 11:00 a.m.** The purpose of the hearing is for the Court to decide whether the proposed Settlement is fair, reasonable, and adequate and should be approved and, if so, to determine what amount of Attorneys' Fees and Costs and/or Service Award should be awarded. The time and date of this hearing may be changed without further notice.

#### **12. WHAT ARE MY OPTIONS REGARDING THE SETTLEMENT?**

If you are receiving this Notice, you have the following options:

##### **A. Participate in the Settlement:**

Assuming the Court approves the Settlement, you may receive the monetary relief described in Section 6.B by following the steps outlined in Sections 6.B.1 or 6.B.2.

##### **B. Request to be Excluded (Opt-Out):**

If you wish to be excluded from the Settlement, you must submit, no later than April 23, 2018, a written request to be excluded from the Settlement. The request should include your name, address and a statement that you wish to be excluded from the Settlement, and sent to the Settlement Class Administrator at the following address:

DISH Exclusions  
PO Box 3614  
Minneapolis, MN 55403-0614  
or by email to: [mail@PadbergDISHClassAction.com](mailto:mail@PadbergDISHClassAction.com).

If you mail an exclusion request, you bear the risk of any delay or failure of delivery. If you email a request for exclusion, you should retain a copy of the email showing the date and time it was sent and to what email address.

**If you timely and properly request exclusion from the Settlement, you will not receive any monies from the Settlement, you will not be bound by any final judgment, and you will not be precluded from instituting or prosecuting any individual claim you may otherwise have against DISH related to the subject matter of this Settlement.**

Failure to timely submit your request will result in your remaining a member of the Settlement and being bound by any final judgment, even if you do not file and return a Claim Form or seek the monetary benefits set forth above.

**C. Object:**

If you are a Class Member and you do not request to be excluded, you may object to the terms of the Settlement, Class Counsel’s requests for Attorneys’ Fees and Costs, and/or the request for the Service Award. If you object and the Settlement is approved, and you fail to submit a timely valid request to be excluded, you will not be able to assert your own claims related to the matters released through this Settlement, and you will be bound by the final judgment and release and all Orders entered by the Court. You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your own attorney's fees and costs.

If you wish to assert an objection, you must, on or before April 23, 2018, file any such objection with the Court and provide copies of the objection to Class Counsel at the addresses set forth in Section 7 above. The objection shall state:

- i. the objector’s full name, address, and telephone number;
- ii. the objector’s state of residence;
- iii. a written statement of all grounds for the objection accompanied by any legal support for such objection;
- iv. copies of any documents upon which the objection is based;
- v. all persons who will be called to testify in support of the objection; and,
- vi. a statement whether the objector intends to appear at the Fairness Hearing. If the objector intends to appear at the Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear at the Fairness Hearing.

Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement.

**13. ARE MORE DETAILS AVAILABLE?**

Additional information about the case, including the Settlement Agreement, Claim Forms, orders of the Court, and selected pleadings, may be viewed at the Settlement Website: <http://www.PadbergDISHClassAction.com>.

All papers publicly filed in this case are available for you to inspect and copy during regular business hours at the office of the Clerk of the Court, United States Courthouse, 80 Lafayette Street, Jefferson City, Missouri 65101.

Many answers to frequently asked questions are available in the FAQ section of the Settlement Website. Any questions you have concerning this notice that are answered by the FAQ section, should be sent to the Class Administrator using the contact information set forth in Section 12.B.

On any email you send, please include the case name and number. On any letters you send, please include the case name and number, as well as your name and your return address (not just on the envelope).

**\*\*\*NO INQUIRIES SHOULD BE DIRECTED TO THE CLERK OF THE COURT  
OR TO THE JUDGE\*\*\***

Dated: \_\_\_\_\_

BY ORDER OF THE COURT  
Clerk of the Court