

Notice of Settlement And Hearing Date for Court Approval
Scott (f/k/a Sands) et al. v. Service Corporation International et al., Case No. BC421528
 Superior Court of the State of California, County of Los Angeles

THIS NOTICE MAY AFFECT YOUR RIGHTS -- PLEASE READ IT CAREFULLY.

You May be Entitled to Receive Monetary Compensation Under this Class Action Settlement.

- A Settlement has been reached between Defendants Service Corporation International and SCI California Funeral Services, Inc. (“Defendants” or “SCI”) and Plaintiffs Robert Scott, Sean Frank, Rabbi Howard Laibson, Warren Binder, Ivy Greenstein, Miriam Sue Roth, Linda Pore, Barry Chapman, and Habib Naeim (the “Class Representatives”), individually and on behalf of the previously certified classes (the “Class” or “Plaintiffs”). The underlying lawsuit, entitled *Sands et al. v. Service Corporation International et al.*, Civil Case No. BC421528 (also known as *Scott et al v. Service Corporation International et al.*) is presently pending in the Superior Court of the State of California, County of Los Angeles.
- **This Settlement concerns Eden Memorial Park Cemetery (“Eden”), a Jewish cemetery located in Mission Hills, California. The total value of the Settlement has been estimated at over \$80,500,000. The Settlement provides monetary benefits and permanent requirements and measures at Eden. The Settlement was reached during the fourth week of a class action jury trial.**
- **You are a member of the Class, and your rights may be affected by this Settlement if:**
 - A. You purchased any interment rights (plots), cemetery goods and/or services at Eden during the time period February 7, 1985 through September 10, 2009 ; and/or**
 - B. You authorized the interment of a loved one to be buried at Eden during the time period February 7, 1985 through September 10, 2009; and/or**
 - C. You are the authorized representative of any deceased persons who would fall under the definitions in Category (A) or Category (B) above.**
- **If you are member of the Class, you now have a choice to make:**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	<p>If you do nothing, you will not get any monetary compensation under the Settlement. However, you and any family members buried at Eden will benefit from a series of permanent measures required at the cemetery under the Settlement. If you do nothing, you will be giving up your rights to be a part of any other lawsuit against the Defendants about the legal claims in this case. In addition, you will be giving up certain rights that you may have to separately sue Defendants for any claims arising out of or relating to the allegations in this lawsuit.</p>
SUBMIT A CLAIM	<p>You may request monetary compensation under the Settlement by submitting a timely and valid Claim Form to the Claims Administrator by June 5, 2014. You may send your Claim Form to the Claims Administrator by U.S. Mail in the pre-addressed, postage-pre-paid envelope provided with this notice. You may also submit your Claim electronically online at www.edenclassaction.com.</p> <p>In your Claim Form, you will be able to select the followings options on behalf of yourself and any deceased person for whom you are the authorized representative. To determine if you qualify as an authorized representative of a deceased person, please see Pages 6-7. Your options are:</p> <ol style="list-style-type: none"> 1. Disinterment. If you are the next of kin or authorized representative of a deceased person buried at Eden during the Class Period (February 7, 1985 to September 10, 2009), you may request a disinterment of your decedent’s remains and remove them from Eden. By selecting this option, you will receive a full refund of all amounts paid to Eden (including any finance charges). Eden will open the grave and otherwise assist in the disinterment at no cost to you, but you will be responsible for arranging for a licensed funeral director or embalmer to take custody of the remains and transport them from Eden’s property to the place of final disposition and for any charges related to reintering the remains at another cemetery. You will be required to obtain the necessary permit and sign all documentation required by Eden to make the disinterment, the transfer of the remains and the return to Eden of title to the plot from which the remains are removed. If you select this option, you will also be entitled to receive your eligible share of the Net Settlement Fund (defined in part 3, below) in addition to any refund amounts. 2. Refund for Unused “Pre-Need” Purchases. If you (or a deceased person that you represent) purchased any plots, goods or services at Eden during the Class Period (February 7, 1985 through September 10, 2009) which have not yet been used, you may request a full refund of all amounts paid to Eden for those plots, goods or services (including any finance charges.) You will be required to return any plots or goods for which you seek a refund and agree to cancellation of any existing contractual rights with Eden you may have. You will also be entitled to receive your eligible share of the Net Settlement Fund in addition to any refund amounts. 3. Eligible Share of the Net Settlement Fund. If you (or a deceased person that you represent) choose to keep any graves, goods or services purchased at Eden, you will still be entitled to receive monetary compensation under this Settlement. Specifically, you will be entitled to receive your eligible share of the Net Settlement Fund. The calculation of your eligible share of the Net Settlement Fund is described on

	Page 8. In order to receive your eligible share of the Net Settlement Fund, you must timely submit a Claim Form to the Claims Administrator including the identification of each grave for which you are authorized or entitled to seek compensation.
EXCLUDE YOURSELF	You may ask to be excluded from this lawsuit by submitting a Request for Exclusion to the Claims Administrator by U.S. Mail by May 6, 2014 . If you ask to be excluded, you will not receive any monetary compensation or other benefits under the Settlement, but you preserve your right to sue Defendants separately regarding the same legal claims that are alleged in this lawsuit.
OBJECT	If you do not Request Exclusion from the Settlement, but wish to object to the Settlement, you must file a written objection with the Court and mail a copy thereof to the Claims Administrator postmarked no later than April 7, 2014 .
GO TO A HEARING	The Final Approval Hearing for this Settlement is set for May 15, 2014, at 9:00 a.m. In Department 1 of the Los Angeles County Superior Court located at 111 N. Hill Street, Los Angeles, California . You may attend this hearing.

- 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. You will not receive any money or other benefits under this Settlement until the Court grants final approval and after any potential appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why did I get this Notice?

This lawsuit was filed on September 10, 2009 and is presently pending in the Superior Court of the State of California, County of Los Angeles ("the Lawsuit"). You have received this notice because Defendants' cemetery records indicate that:

- A. You purchased interment rights (plots), cemetery goods and/or services at Eden during the time period February 7, 1985 through September 10, 2009 for use in an in-ground burial; and/or**
- B. You authorized the interment of a loved one in an in-ground burial at Eden during the time period February 7, 1985 through September 10, 2009; and/or**
- C. You may be the authorized representative of any deceased persons who would fall under the definitions in Category (A) or Category (B) above.**

This notice explains that the Court has given “preliminary approval” of a settlement of this Class Action lawsuit. The Court has authorized this notice because you have a right to know about the proposed Settlement, and about all of your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

2. What is the lawsuit about?

According to this Class Action lawsuit, Eden requires all decedents’ remains buried in the ground to be placed in cement outer burial containers. The Plaintiffs in this lawsuit allege that between February 7, 1985, and September 10, 2009:

- The employees at Eden were ordered by management to make new graves fit even if it required breaking outer burial containers in adjacent graves;
- In making in-ground interments at Eden, outer burial containers were damaged more frequently than is acceptable in the cemetery industry;
- In some cases, decedents’ remains were disturbed and/or disposed of improperly in a spoils pile on the cemetery grounds (along with the broken pieces of the outer burial container and casket);
- There was an abnormal risk that outer burial containers would be damaged when preparing new graves at Eden;
- The following sections of Eden are located on top of areas previously used as spoils piles –Jacob, the Garden of Eden, Canaan, Hebron, Mt. Shalom Lawn Crypts, and the Court of Abraham Lawn Crypts; and
- People buried in these sections may have been buried in areas where human remains and broken outer burial containers may have been improperly discarded and remain to this day.

Based on these allegations, Plaintiffs asserted claims for Intentional Infliction of Emotional Distress; Negligence; Tortious Interference with Right to Dispose of Remains; Tortious Interference with Dead Bodies; Violations of Business and Prof. Code § 17200; Violations of the Consumer Legal Remedies Act; Breach of Fiduciary Duty, Equitable and Injunctive Relief; Fraud/Concealment/Non-Disclosure and Continuing and Permanent Nuisance. Plaintiffs sought monetary remedies and injunctive relief to prevent the alleged conduct from occurring in the future.

The Defendants are Service Corporation International and its affiliated company, SCI California Funeral Services Inc. which owns and operates Eden Memorial Park (collectively referred to as “Defendants”). The Defendants have denied all of the Plaintiffs’ allegations and contend that their business practices and operations have always met or exceeded accepted industry standards and protocols for the operation of a cemetery. The Defendants deny any liability to the Plaintiffs, deny that they have been damaged in any way, and deny that the Plaintiffs or Class Members are entitled to any of the relief they seek.

The Court has not decided who is right or wrong in this lawsuit, and this notice is not an expression of any opinion of the Court as to the merits of any of the claims or defenses asserted by either side in this lawsuit. Both Plaintiffs and Defendants believe that the Settlement is fair, adequate and reasonable and that it is in the best interest of the members of the Class.

3. What is a Class Action?

A class action is a type of lawsuit in which one or a few named plaintiffs bring suit on behalf of all members of a similarly situated group to recover damages or other relief for all members of a group, without the necessity of each member filing an individual lawsuit or appearing as an individual plaintiff. Class actions may be used by courts where the claims appear to raise issues of law or fact that are common to all members of the class, thereby making it fair to bind all class members to the orders and the judgment in the case, without the necessity of filing multiple lawsuits, and assures that all class members are bound by results in a single lawsuit.

4. Why is there a Settlement?

Both sides are agreeing to this Settlement in order to avoid the cost and risk of further litigation. After assessing all factors related to the case, the Class Representatives and Class Counsel believe that a class wide settlement is in the best interests of all parties.

WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can receive benefits, you first have to determine whether you are a Class member.

5. How do I know if I am part of the Settlement?

If you have received this notice, you likely fall into one of the two categories below:

- A. You purchased interment rights (plots), cemetery goods and/or services at Eden during the time period February 7, 1985 through September 10, 2009; and/or
- B. You authorized a loved one to be buried at Eden during the time period February 7, 1985 through September 10, 2009.

You may also assert claims as the Authorized Representative of a deceased person who would otherwise fall within one of the two categories above. You can act as the Authorized Representative, and seek monetary remedies on behalf of the deceased person, if (in the following order of priority):

- 1. You are the surviving spouse of the deceased person, and were married at the time of death;
- 2. You are the surviving adult child of the deceased person (over 18), or you are authorized by the majority of your surviving adult siblings to act on behalf of the deceased person
- 3. You are one of the surviving parents of the deceased person, and are authorized by the other parent to act on behalf of the deceased person;
- 4. You are a surviving sibling of the deceased person, or you are authorized by a majority of the surviving siblings to act on behalf of the deceased person; or
- 5. You are the closest surviving next of kin, or you are authorized by the majority of the surviving next of kin, to act on behalf of the deceased person.

6. Are there exceptions to being included?

Yes. The Class does not include persons who opt-out or exclude themselves from the Settlement in a timely and correct manner by submitting a written request for exclusion to the Claims Administrator.

7. I'm still not sure if I'm included in the Settlement.

If you are not sure whether you are included in the Class, call the Claims Administrator at the toll free number designated for this Settlement 1-888-211-8314 or go to www.edenclassaction.com.

THE SETTLEMENT BENEFITS—WHAT DO I GET?

8. What does the Settlement provide?

The Settlement provides benefits that have been valued at over **Eighty Million, Five Hundred Thousand Dollars (\$80,500,000.00.)** The Settlement provides monetary benefits and permanent requirements and measures at Eden.

Right to Request Disinterment, Refund and Other Monetary Remedies

You can submit a claim relating to a grave at Eden if:

- (A) You were the owner of the interment right (i.e., the plot), or purchased any goods or services in connection with that grave from Eden during the Class Period (February 7, 1985 through September 10, 2009);¹ or
- (B) You authorized the interment of the deceased person in that grave during the Class Period by executing an Interment Order Authorization form; or
- (C) You are the Authorized Representative of the deceased person who would otherwise fall under the definition of the prior two categories

You may submit claims for multiple graves so long as they qualify under the above criteria. In connection with each grave, you may select the following options:

- 1. **Disinterment.** If you are the next of kin or authorized representative of a deceased person buried at Eden during the Class Period (February 7, 1985 to September 10, 2009), you may request a disinterment of your decedent's remains and remove them from Eden. By selecting this option, you will receive a **full refund** of all amounts paid to Eden (including any finance charges). Eden will open the grave and otherwise assist in the disinterment at no cost to you, but you will be responsible for arranging for a licensed funeral director or embalmer to take custody of the remains and transport them from Eden's property to the place of final disposition and for any charges related to reinterring the remains at another cemetery. You will be required to obtain the necessary permit and sign all documentation required by Eden to make the disinterment, the transfer of the remains and the return to Eden of title to the plot from which the remains are removed.

If you select this option, you will still be entitled to receive the Eligible Share of the Net Settlement Fund for that particular grave in addition to any refund amounts.

¹ Examples of cemetery goods and services include outer burial containers, grave markers and interment services, among other items.

2. **Refund for Unused “Pre-Need” Purchases.** If you (or a deceased person that you represent) purchased any plots, goods or services at Eden during the Class Period (February 7, 1985 to September 10, 2009) which have not yet been used, you may request a full refund of all amounts paid to Eden for those plots, goods or services (including any finance charges.) You will be required to return any plots or goods for which you seek a refund and agree to cancellation of any existing contractual rights with Eden you may have. You will also be entitled to receive your eligible share of the Net Settlement Fund in addition to any refund amounts.

If you select this option, you will still be entitled to receive the Eligible Share of the Net Settlement Fund for that particular grave in addition to any refund amounts.

3. **Eligible Share of the Net Settlement Fund.** For each grave for which you submit a claim, you will be entitled to receive the Eligible Share of the Net Settlement Fund for that grave. You will be entitled to receive this money, even if you decide to keep any graves or items purchased at Eden. If more than one person submits a claim for the *same* grave, then that amount will be divided amongst each appropriate Class Member.
4. **How is the Eligible Share of the Net Settlement Fund For Each Grave Determined?**

The method of calculating the Eligible Share of the Net Settlement Fund for each grave is as follows: Defendants will be placing Thirty Five Million Two Hundred Fifty Thousand Dollars (\$35,250,000.00) into a Settlement Fund. All claims administration costs in excess of \$250,000.00, and all attorney fees, costs and incentive awards approved by the Court shall be paid out of the Settlement Fund, resulting in the Net Settlement Fund. Any refunds relating to Requests for Disinterments or Return of Unused Pre-Need Purchases will first be paid out of the Net Settlement Fund. The remainder of the Net Settlement Fund then will be equally divided, on a per grave basis, amongst those Class Members who submitted timely and valid Claim Forms for each grave they represent.

For instance, by way of example only, if the remainder of the Net Settlement Fund was \$10,000,000.00 and Class Members submitted claims in connection with 5,000 graves, then the Eligible Share of the Net Settlement Fund for each grave would be \$2,000.00 ($\$10,000,000 / 5000 \text{ graves} = \$2,000.00 \text{ per grave}$). In this example, Class Members who own or represent multiple graves would be entitled to \$2,000.00 for each grave they represent. On the flip side, if multiple Class Members submitted claims for the same grave (for example, two siblings who both authorized the interment of a parent), then they would be required to divide the Eligible Share of \$2,000 per grave amongst themselves. In other words, Class Members cannot obtain a double recovery of the Eligible Share for the same grave.

NOTE: Class Members will be entitled to receive the Eligible Share for each grave, even if they are keeping the graves, goods and services purchased at Eden.

Permanent Requirements and Measures At Eden

In the Settlement Agreement, Eden has agreed to permanently employ measures designed to (a) prevent the alleged problems at Eden from occurring in the future, (b) provide specific notice, repair and replacement procedures in the event damage to an outer burial container is discovered in the future, and (c) to disclose to future customers the risk of damage to outer burial containers in making adjacent interments:

1. Prior to excavation of a new grave, Eden will probe² the grave to determine if there is sufficient space to safely dig a new grave without damaging adjacent outer burial containers. If there is insufficient space, the excavation will not go forward.
2. Should Eden excavate a grave next to what is determined from its records to be a sectional outer burial container, Eden will take such precautions as are reasonably necessary in its judgment to perform the excavation and burial safely and appropriately, including shoring of the grave or other appropriate reinforcement methods.
3. If during an excavation of a new grave, Eden causes or discovers an adjacent outer burial container that has been damaged (e.g. cracked, broken, etc.) as determined by Eden, Eden will use its best efforts to notify the next of kin of the deceased in the affected outer burial container and offer to replace it free of charge. If Eden is unable to contact the next of kin within a reasonable time, it will make appropriate repairs to the affected outer burial container prior to making the adjacent new interment. Eden will also make a record of the damage and repair in its permanent records.
4. Eden will conspicuously disclose (in bold type) in its Purchase Contracts and Interment Authorization Forms for Eden, the following:

“The digging of a grave may cause damage to an outer burial container in an adjacent grave. If the outer burial container is damaged by such digging, then the cemetery will use its best efforts to notify the next of kin as reflected in the cemetery’s records. The cemetery will repair the damage if possible, or replace the outer burial container free of charge at the request of the next of kin.”
5. A Rabbi approved by Plaintiffs will be allowed to conduct a re-sanctification ceremony at Eden in accordance with Jewish law.

² Probing involves inserting a metal rod into the ground to determine if there is anything under the ground in the new grave space.

You may obtain additional details about this settlement in a document called the Settlement Agreement, which is available at www.edenclassaction.com.

9. What am I giving up in exchange for the Settlement benefits?

If the Settlement becomes final, Class members will be releasing Defendants from all claims arising out of or in connection with the claims alleged in this lawsuit.

The release is further described and identified in the Settlement Agreement available at www.edenclassaction.com. The Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully. You can talk to one of the lawyers listed as Class Counsel below for free or you can, of course, talk to your own lawyer if you have questions about the released claims or what they mean.

HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM

10. How can I receive the monetary benefits available under this Settlement?

In order to obtain the monetary benefits available under this Settlement, you must submit a completed and signed Claim Form to the Claims Administrator by **June 5, 2014**.

A copy of the Claim Form was included with this notice, along with a pre-addressed, postage pre-paid envelope. In addition, you can submit a Claim Form online at www.edenclassaction.com. To be valid, a mailed Claim Form must be postmarked no later than **June 5, 2014**. An online Claim Form must be submitted by 11:59 p.m. (Pacific Standard Time) on **June 5, 2014** at www.edenclassaction.com. All mailings to the Claims Administrator should be addressed to:

**Claims Administrator for Eden Class Action,
c/o Gilardi & Co., LLC
P.O. Box 8060, San Rafael
CA 94912-8060**

In the Claim Form, you will be asked to include your name and contact information, and identify each grave for which you are submitting claims. The Claims Administrator may contact you and request further information or documents to identify the graves, or otherwise verify your claims.

If you are asserting claims on behalf of a deceased person, you will be required to provide certain information under oath including:

- (A) The decedent's name;
- (B) Your relationship to the decedent;
- (C) A statement that you are authorized to act on behalf of the decedent;
- (D) A statement that either:
 - (1) No other family member or other person has the same or superior right to act on behalf of the decedent; or,
 - (2) You have the permission to submit a claim on behalf of the decedent even though there are others family members or persons who have the same or superior rights to represent the decedent; and
- (E) You agree to indemnify and hold harmless any of the Parties and the Claims Administrator for any misstatements made in the Claim Form.

If you are submitting a claim on behalf of other surviving family members, you will be responsible for sharing the money with those family members, unless they submit their own Claim Form.

11. When will I get my check?

Checks will be mailed to Class members who submit valid claim forms on time, after the Court grants "final approval" of the Settlement, and after the time for appeals has ended and any appeals have been resolved. Even if the judge approves the Settlement after a hearing on **May 15, 2014**. (See the section "The Court's Fairness Hearing" below), there may be appeals. Resolving these appeals can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not wish to participate in the Settlement or want to keep the right to sue or continue to sue the Defendants over the legal issues in this case, you must take steps to request exclusion from this Settlement. This is sometimes called "opting out" of the Class

12. If I exclude myself, can I get anything from the Settlement?

If you exclude yourself now you will not receive any of the monetary benefits from the Settlement, you will not receive a payment, and you cannot object to the Settlement. But you may sue, continue to sue, or be part of a different lawsuit against the Defendants in the future. You will not be bound by anything that happens in this lawsuit.

13. If I don't exclude myself, can I sue later?

No. Unless you Request to Exclude yourself from the Class in writing by **May 6, 2014**, you will give up the right to sue Defendants for the claims that this Settlement resolves. Indeed, you must exclude yourself from *this* Class to start or continue your own lawsuit.

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter to the Claims Administrator by mail saying that you want to be excluded from the Eden Class Action. The letter must: 1) be signed by you; 2) include your full name, address and telephone number; 3) must identify the grave(s) as to which you would otherwise be making a claim in this Settlement, and 4) must include the following statement: *"I request to be excluded from the settlement in the Eden Class Action."* You must mail your exclusion request postmarked no later than **May 6, 2014** to the Claims Administrator at the following address:

**Claims Administrator for Eden Class Action
c/o Gilardi & Co., LLC
P.O. Box 8060, San Rafael
CA 94912-8060**

Requests for Exclusion that do not include all required information and/or that are not submitted on a timely basis will be deemed null, void, and ineffective. If you submitted a timely yet insufficient Request for Exclusion, the Claims Administrator will attempt to contact you. We ask that you cooperate with the Claims Administrator to achieve your desired result in connection with this Settlement. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Exclusion Deadline of **May 6, 2014** shall be bound by all terms of the Settlement and any Final Judgment entered in this Litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

The Court has designated the law firm of EAGAN AVENATTI, LLP to represent you as "Class Counsel". You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

16. How will the costs of the lawsuit and Settlement be paid?

Class Counsel will submit an Application for Attorneys Fees and Costs to be heard at the Final Approval Hearing. Under the Settlement, Class Counsel may seek an award of attorneys' fees and reimbursement of expenses in a combined amount not to exceed \$23,500,000.00 for their efforts on prosecuting and funding the expenses associated with this action for over four years. Class Counsel will also make an application to the Court to be heard at the Final Approval Hearing for an award of incentive payments for the Class Representatives in the amount of up to \$20,000.00 each in order to compensate them for the significant time and effort they incurred representing the Class. The Defendants have agreed not to oppose these requests.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the Settlement or some part of it.

17. How do I tell the Court if I don't like the Settlement?

You can object to the Settlement if you don't like some or all of it. You must give the reasons why you think the Court should not approve it. To object, you must provide a written objection to the Settlement, stating: (a) that you object to the settlement in the Eden Class Action; (b) your name, address, telephone number and signature; (c) a detailed statement of your specific objections, (d) state the grounds for such objections, and (e) identify all documents which you desire the Court to consider. In order to assert a valid objection, it **MUST BE** filed with the Court **and** mailed to the Claims Administrator and the Parties' counsel at the addresses below postmarked no later than **April 7, 2014**:

ADMINISTRATOR	COURT	CLASS COUNSEL	DEFENSE COUNSEL
Gilardi & Co. LLC P.O. Box 8060 San Rafael, CA 94912-8060	Hon. Daniel Buckley Superior Court, Los Angeles County Stanley Mosk Courthouse, Dept. 1 111 N. Hill St. Los Angeles, CA 90012	Michael J. Avenatti Jason M. Frank Scott H. Sims Eagan Avenatti, LLP 450 Newport Center Dr., Suite 200 Newport Beach, CA 92660	Steven H. Gurnee Gurnee Mason & Forestiere 2240 Douglas Blvd, Suite 150 Roseville, CA 95661

18. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. If you have filed an objection on time you may attend and you may ask to speak, but you are not required to do so.

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at 9:00 a.m. (PST) on **May 15, 2014**, in Department 1 of the Superior Court, Los Angeles County, 111 N. Hill Street, Los Angeles, CA 90012. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.edenclassaction.com for any changes. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine the amount of attorneys' fees, costs and incentive awards. If there are objections, the Court will consider them. The judge will only listen to people who have asked to speak at the hearing (*see* Question 21). After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But, you are welcome to come at your own expense. If you send an objection, you may but do not have to come to the hearing to talk about it. As long as you mailed your written objection on time, it will be considered by the Court. You may also pay another attorney to attend, but it is not required.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing, but to do so you must send a letter saying that it is your "Notice of Intent to Appear in Eden Class Action." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intent to Appear must be postmarked no later than **April 7, 2014** and be sent to the addresses listed in Question 17. You cannot speak at the hearing if you excluded yourself from the Class.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a Class member and do nothing, you will *not* receive a monetary payment from this Settlement. And, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any Defendant about the claims in this case.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement, download a Claim Form and review additional case information at www.edenclassaction.com.

Any questions regarding this notice should be directed to the Claims Administrator, at Gilardi & Co., LLC, P.O. Box 8060, San Rafael CA 94912-8060 or 1-888-211-8314.

PLEASE DO NOT CONTACT THE COURT WITH ANY QUESTIONS.