

LONG FORM NOTICE OF CLASS ACTION SETTLEMENT AND FAIRNESS HEARING

If you received a Fax Advertisement from Komet USA, LLC, between September 11, 2011, and March 6, 2017, a class action settlement may affect your rights. More information about this settlement is set forth in this Notice. Please read it carefully as your rights may be impacted even if you do nothing at all.

*A state court in Missouri authorized this Notice.
This is not a solicitation from a lawyer.*

SUMMARY

- Suzanne Degnen, D.M.D., P.C. d/b/a Sunset Tower Family Dentistry (“Plaintiff” or “Class Representative”) filed a putative class action lawsuit (“Action”) against Komet USA, LLC (“Defendant”) alleging that Defendant violated the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq. (“TCPA”) by sending fax advertisements that did not contain the required opt-out notice and without prior express consent of Plaintiff and the putative class members. The class action is called *Suzanne Degnen, D.M.D., P.C. d/b/a Sunset Tower Family Dentistry v. Komet USA, LLC*, Case No. 1511-CC00766-01, and is pending in the Missouri Circuit Court for the Eleventh Judicial Circuit, County of St. Charles.
 - A proposed settlement has been reached in the Action, and you may be a Settlement Class Member. You are a Settlement Class Member if you are a resident of the United States and, between September 11, 2011, and March 6, 2017, were sent a telephone facsimile message of material advertising the commercial availability or quality of any property, goods, or services by or on behalf of Defendant, AND
 - You did not provide prior express invitation or permission for the sending of such Fax Advertisement AND you did not have an established business relationship with Defendant; OR
 - The Fax Advertisement (a) did not display a clear and conspicuous opt-out notice on the first page stating that the recipient may make a request to the sender of the advertisement not to send any future advertisements to a telephone facsimile machine or machines and that failure to comply, within 30 days, with such a request meeting the requirements under 47 C.F.R. § 64.1200(a)(4)(v) is unlawful, (b) lacked a telephone number for sending the opt-out request, or (c) lacked a facsimile number for sending the opt-out request.
- If the settlement is finally approved by the Court, Settlement Class Members who submit a timely claim that satisfies the requirements set forth in this Notice will receive a \$90.00 product voucher valid for one year.
- Your legal rights are affected whether you act or not and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

<p>Do Nothing</p>	<p>You will get no benefit from the settlement.</p> <p>You will give up any right to ever be a part of any other lawsuit against Defendant (or the Released Parties defined in the Settlement Agreement available on the website) that relates in any way to the use of a telephone facsimile machine, computer, or other device to send a facsimile advertisement to Settlement Class Members.</p>
<p>Submit a Claim Form by September 8, 2017</p>	<p>You will receive a \$90.00 product voucher if you submit a timely claim form that satisfies the requirements for making a claim AND the Court finally approves the settlement.</p> <p>You will also give up any right to ever be a part of any other lawsuit against Defendant (or the Released Parties defined in the Settlement Agreement available on the website) that relates in any way to the use of a telephone facsimile machine, computer, or other device to send a facsimile advertisement to Settlement Class Members.</p> <p>A claim form is available at www.DegnenKometSettlement.com.</p>
<p>Ask to be Excluded by June 5, 2017</p>	<p>You will not receive a benefit from the settlement.</p> <p>You will keep the ability to sue Defendant (or the Released Parties defined in the Settlement Agreement available on the website) in a different lawsuit for the claims at issue in this lawsuit.</p> <p>This is the only option that allows you to ever be part of any other lawsuit against Defendant (or the Released Parties) that relates in any way to the use of a telephone facsimile machine, computer, or other device to send a facsimile advertisement to Settlement Class Members</p>
<p>Submit an Objection by June 5, 2017</p>	<p>You may choose to stay in the lawsuit and the Settlement Class, but object to this settlement.</p> <p>By objecting to the settlement you give up your right to be excluded from the settlement and your right to file your own action. If you object to the settlement, you may ask a lawyer to represent you at your own cost.</p> <p>The Court will hold a Fairness Hearing in this case on July 10, 2017, to consider whether to approve the settlement and the request by the lawyers representing Settlement Class Members for attorneys' fees and costs. To object to the settlement or the application for attorneys' fees and costs, you must timely file a written objection meeting the requirements set forth later in this Notice with the Court and serve a copy on Class Counsel and Defendant's counsel at the addresses listed below. If you have filed such an objection, you also may appear at the hearing to explain your objection further.</p>

BASIC INFORMATION

1. What is this notice about?

The Court issued this notice because you have a right to know about a proposed settlement in the class action lawsuit, *Suzanne Degnen, D.M.D., P.C. d/b/a Sunset Tower Family Dentistry v. Komet USA, LLC*, Case No. 1511-CC00766-01, pending in the Missouri Circuit Court for the Eleventh Judicial Circuit, County of St. Charles. This lawsuit is based on certain Fax Advertisements Defendant sent to Settlement Class Members.

This notice explains the settlement, including your legal rights, who is a Settlement Class Member, the benefit available to Settlement Class Members, and how to make a claim for a benefit.

2. What is this lawsuit about?

Plaintiff claims that Defendant violated the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq. (“TCPA”) by sending fax advertisements that did not contain the required opt-out notice and without prior express consent of Plaintiff and the putative class members. Defendant denies wrongdoing or liability of any kind related to Plaintiff’s claim but has agreed to settle the case for the sole purpose of avoiding the uncertainties, expenses, and time of further litigation.

3. What is a class action?

In a class action lawsuit, a person called a “Class Representative” (in this case, Suzanne Degnen, D.M.D., P.C.) sues on behalf of others, called “Class Members,” who have similar claims. In a class action, one court resolves in one case the claims of all Class Members except for those who choose to exclude themselves from the class. Plaintiff and Defendant have agreed to treat this case as a class action for purposes of this Settlement. The Court has agreed for the reasons set forth in the Court’s Preliminary Approval Order available on the website.

4. Why is there a settlement in this case?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the risk and expense of continued litigation and trial, and Settlement Class Members who satisfy certain conditions will receive a product voucher without the risk that their claims ultimately may be found to lack merit if this case were to proceed through litigation. Plaintiff and Class Counsel believe this settlement is in the best interest of all Settlement Class Members.

WHO IS IN THE CLASS?

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

The Court has decided that everyone who fits this description is a Settlement Class Member:

“Class” or “Class Members” means all individuals or entities in the United States who subscribed to a telephone facsimile number from September 11, 2011, through the date of preliminary approval to which a Fax Advertisement was sent by or on behalf of Defendant during that time period: (1) with respect to whom Defendant cannot provide evidence of prior express invitation or permission for the sending of such faxes and with whom Defendant does not have an established business relationship; or (2) which Fax Advertisement (a) did not display a clear and conspicuous opt-out notice on the first page stating that the recipient may make a request to the sender of the advertisement not to send any future advertisements to a telephone facsimile machine or machines and that

failure to comply, within 30 days, with such a request meeting the requirements under 47 C.F.R. § 64.1200(a)(4)(v) is unlawful, (b) lacked a telephone number for sending the opt-out request, or (c) lacked a facsimile number for sending the opt-out request.

6. Are there exceptions to the Settlement Class?

Yes. The Class does not include (a) Defendant and its employees, (b) the Judge to whom the Action is assigned, and (c) any member of the Judge's staff or immediate family.

7. I'm still not sure I'm included.

If you are not sure whether you are included, you can get help by visiting www.DegnenKometSettlement.com, or writing with questions to Degnen-Komet Settlement, c/o GCG, PO Box 10367, Dublin, OH 43017-5567. You can also contact Class Counsel at Ronald J. Eisenberg, Schultz & Associates LLP, 640 Cepi Drive, Suite A, Chesterfield, MO 63005-1221, telephone (636) 733-6647.

THE SETTLEMENT

8. What benefit is available under the settlement?

The settlement provides that Defendant will provide a \$90 product voucher, valid for one year, to each Settlement Class Member who submits a timely and valid claim.

9. Are any product vouchers available now?

No. The Court has not yet decided whether to approve the settlement. If the Court does not approve the settlement, no product vouchers will ever be distributed. If you want to participate in the settlement, however, you must submit the claim form available at www.DegnenKometSettlement.com by September 8, 2017.

YOUR RIGHTS AND OPTIONS

10. What am I giving up if I stay in the Settlement Class?

If you stay in the Settlement Class, then you cannot sue Defendant or the Released Parties for claims that relate in any way to the use of a telephone facsimile machine, computer, or other device to send a facsimile advertisement to Settlement Class Members. If the Court finally approves the settlement then you will be bound by the Settlement Agreement available on the website.

11. How can I make a claim?

To receive any product voucher, you must submit a valid claim form. Your claim form must include all of the required information, must be verified by you, and must be submitted on or before September 8, 2017. You may submit a claim form online at www.DegnenKometSettlement.com, by printing the claim form and mailing it to Degnen-Komet Settlement, c/o GCG, PO Box 10367, Dublin, OH 43017-5567.

12. How can I get out of the Settlement Class?

To exclude yourself from the Settlement Class, you must send a letter to the Claims Administrator at Degnen-Komet Settlement, c/o GCG, PO Box 10367, Dublin, OH 43017-5567, postmarked no later than June 5, 2017. In your letter, you must include your name, address, telephone number, and a written statement that you wish to be excluded from the Settlement Class.

13. How do I tell the Court that I do not like the settlement?

If you are a Settlement Class Member and have not excluded yourself from the Class, you can object to the settlement if you do not agree with any part of it. Your objection should include reasons why you think the Court should not finally approve the settlement, and the Court will consider your views. To object, you must file your written objection with the Court no later than June 5, 2017. You must also mail your objection to Class Counsel and Counsel for Defendant, postmarked no later than June 5, 2017.

<u>Court</u>	<u>Class Counsel</u>	<u>Counsel for Defendant</u>
11th Judicial Circuit Court of St. Charles County, Missouri 300 North 2nd Street St. Charles, MO 63301 Case No. 1511-CC00766-01	Ronald J. Eisenberg Schultz & Associates LLP 640 Cepi Drive, Suite A Chesterfield, MO 63005 (636) 733-6647	William P. Eiselstein Miller & Martin PLLC Suite 2100 1180 W Peachtree Street, NW Atlanta, GA 30309

Your objection must be signed by you or your attorney and must include your name, address, facsimile phone number, a statement of the objection to the Settlement Agreement, an explanation of the legal and factual basis for the objection, and documentation, if any, to support the objection. If you intend to call witnesses at the Fairness Hearing, you must identify them.

14. What’s the difference between “objecting” and “excluding yourself”?

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

15. What happens if I do nothing at all?

If you do nothing, you will be included in the Settlement Class, but you will not receive a product voucher. To receive a voucher, you MUST submit a timely and valid Claim Form. If you do nothing, once the settlement is finally approved, you will not be able to start, continue, or be part of any other lawsuit against Defendant or the Released Parties that relates in any way to the use of a telephone facsimile machine, computer, or other device to send a facsimile advertisement to Settlement Class Members.

THE COURT’S FAIRNESS HEARING

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

The Court has scheduled a Fairness Hearing at 9:00 a.m. on July 10, 2017, in Division 1 at the 11th Judicial Circuit Court of St. Charles County, Missouri, 300 North 2nd Street, St. Charles, MO 63301. At this hearing, the Court will consider whether the settlement should be approved by the Court as fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing and will make its decisions.

17. What else will be decided after the hearing?

At the Fairness Hearing, Class Counsel will ask the Court for an award of attorneys' fees and expenses in an amount up to \$390,870, which is one-third of the value of available product vouchers. The Court will also consider Class Counsel's request for a special award of \$10,000 for Plaintiff for the services it has rendered in this case, including at mediation and in deposition. Any amounts awarded for attorneys' fees and to Plaintiff will not diminish the voucher sum.

18. Do I have to come to the hearing?

Not unless you filed an objection to the settlement. Otherwise, Class Counsel will answer any questions that the Court may have, but you may come to the hearing.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

The Court appointed Ronald J. Eisenberg of Schultz & Associates LLP and another member of that law firm to represent you as Class Counsel. You do not have to pay Class Counsel.

20. Should I get my own lawyer?

Class Counsel will represent you if you choose to stay in the Settlement Class. You may retain your own lawyer if you want someone other than Class Counsel to represent you, but you will be responsible for paying that lawyer. You are not required to pay Class Counsel. If you ask to be excluded from the Settlement Class, Class Counsel will not represent you. If you want a lawyer to represent you with respect to any claim you may have, then you will be required to pay that lawyer.

21. How will the lawyers be paid?

If the settlement is finally approved, Class Counsel will be paid their attorneys' fees and costs from the Settlement Fund in this case. Class Counsel will file a motion asking the Court for an attorneys' fees and expense award of up to \$390,870, which is one-third of the value of available product vouchers.

GETTING MORE INFORMATION

22. Where can I find more details about the settlement?

If you have questions about the settlement, write to Class Counsel at the address above. Include the case number, your name, your fax number and your current street address on any correspondence. Alternatively, you can call Schultz & Associates LLP's office at (636) 733-6647. You may also contact the Claims Administrator at, Degnen-Komet Settlement, c/o GCG, PO Box 10367, Dublin, OH 43017-5567 or visit the settlement website, www.DegnenKometSettlement.com. This Notice only summarizes the litigation and the settlement. The court file for this case is available for your review at the office of the Circuit Clerk, 11th Judicial Circuit Court of St. Charles County, Missouri, 300 North 2nd Street, St. Charles, MO 63301.

PLEASE DO NOT CALL OR DIRECT ANY INQUIRIES TO DEFENDANT.