

# NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*In re EasySaver Rewards Litigation*  
Case No. 3:09-cv-02094-AJB (WVG)

United States District Court for the Southern District of California

You are receiving this notice to inform you of a proposed settlement of a class action lawsuit entitled *In re EasySaver Rewards Litigation*, Case No. 3:09-cv-02094-AJB (WVG), pending in the United States District Court for the Southern District of California (the “Action”).

**The proposed settlement (“Settlement”) is on behalf of a nationwide class of persons (the “Class”) defined as: All persons who, between August 19, 2005 and June 26, 2012, placed an order with a website operated by Provide Commerce, Inc. and were subsequently enrolled by Regent Group Inc. dba Encore Marketing International, Inc. in one or more of the following membership programs: EasySaver Rewards, RedEnvelope Rewards, or Preferred Buyers Pass (the “Membership Programs”).**

The Provide Commerce, Inc. websites include ProFlowers.com, RedEnvelope.com, CherryMoonFarms.com, SecretSpoon.com (formerly operated), and Berries.com (also known as Shari’s Berries) (collectively the “Provide Commerce Websites”). Excluded from the Class are (a) Defendants Provide Commerce, Inc. (“Provide Commerce”) and Regent Group, Inc. dba Encore Marketing International (“EMI”) (collectively the “Defendants”), (b) any entities in which Provide Commerce or EMI have a controlling interest or which have a controlling interest in Provide Commerce or EMI, (c) the officers, directors, employees, subsidiaries, affiliates, and attorneys of Provide Commerce or EMI, and (d) the Judges presiding over the Action and any of their employees or immediate family members. **The Settlement will resolve the Action in which it was alleged, among other things, that persons were enrolled in one or more of the Membership Programs and charged membership fees without their knowledge or consent and did not receive an appropriate confirmation of their enrollment.**

The proposed Settlement will provide a combination of benefits to the Class as described more fully below. Certain benefits will be provided to the Class without any further action required by Class Members. Other benefits are available only to certain eligible Class Members through the claims process described below.

**The Court has granted preliminary approval of the Settlement, and a hearing on the fairness of the proposed Settlement has been set for January 25, 2013, at 1:30 p.m. before the Honorable Anthony J. Battaglia in Courtroom 12 of the U.S. District Court for the Southern District of California, 940 Front Street, San Diego, California 92101-8900.** At that time, the Court will determine whether the Settlement is fair, reasonable, and adequate, and will also consider the request of Class Counsel for attorneys’ fees and costs and enhancement awards for the class representatives and any objections. This Notice explains the nature of the Action and provides a summary of the proposed Settlement, your rights, obligations, and options under the proposed Settlement, all of which are further explained below. **You should read this notice carefully because it will affect your legal rights and obligations regardless of whether you take any action.**

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS

### 1. What is this Notice and why should I read it?

This Notice is to inform you of a proposed Settlement of a class action lawsuit entitled *In re EasySaver Rewards Litigation*, Case No. 3:09-cv-02094-AJB (WVG), which is referred to in this Notice as the “Action.” This Notice provides a summary of the proposed Settlement and the benefits available to Class Members. This Notice also provides Class Members with an explanation of their rights, obligations, and options under the proposed Settlement and the deadlines within which to exercise them.

### 2. What is a class action lawsuit and what is this Action about?

A class action lawsuit is a legal action in which one or more people seek to represent a large group of people called the “class.” The purpose of a class action lawsuit is to resolve at one time all of the similar legal claims of the members of the group. Here, the Named Plaintiffs in the Action alleged that they and other persons were enrolled in one or more of the Membership Programs and charged membership fees without their knowledge or consent after placing an order for merchandise with a Provide Commerce Website and did not receive an appropriate confirmation of their enrollment. The Named Plaintiffs have asserted various legal claims, including claims for breach of contract, breach of the implied covenant of good faith and fair dealing, fraud, unjust enrichment, invasion of privacy – intrusion into private matters, negligence, and for alleged violations of California’s Consumers Legal Remedies Act, California’s Unfair

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Competition Law and the federal Electronic Fund Transfer Act. Defendants deny any wrongdoing or liability whatsoever, and no court or other entity has made any judgment or other determination of liability on the merits of the Named Plaintiffs' allegations.

### **3. Why is there a Proposed Settlement?**

The Court has not decided in favor of either side in the case. The Named Plaintiffs believe their claims have merit. Defendants deny all allegations of wrongdoing or liability against them whatsoever and further contend that their conduct was lawful at all times. Defendants are settling to avoid the expense, inconvenience, and inherent risk of litigation, as well as the interferences with and disruption to ongoing business operations that are associated with litigation. Plaintiffs and their attorneys believe that the proposed Settlement is in the best interest of the Class because it provides an appropriate recovery for Class Members now while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals.

The proposed Settlement was reached after several months of negotiations, including several mediation sessions before impartial mediators and the Magistrate Judge of the United States District Court assigned to the case.

### **4. Who is included in the proposed Settlement?**

By Order dated June 26, 2012, the Court provisionally certified this case as a class action for purposes of effectuating the proposed Settlement with the Class defined as: All persons who, between August 19, 2005 and June 26, 2012, placed an order with a website operated by Provide Commerce, Inc. and were subsequently enrolled by Regent Group Inc. dba Encore Marketing International, Inc. in one or more of the following membership programs: EasySaver Rewards, RedEnvelope Rewards, or Preferred Buyers Pass. Excluded from the Class are (a) Provide Commerce and EMI, (b) any entities in which Provide Commerce or EMI have a controlling interest or which have a controlling interest in Provide Commerce or EMI, (c) the officers, directors, employees, subsidiaries, affiliates, and attorneys of Provide Commerce or EMI, and (d) the Judges presiding over the Lawsuit and any of their employees or immediate family members.

### **5. What benefits does the proposed Settlement provide and what are my options?**

The Settlement provides a combination of benefits to Class Members. As part of the proposed Settlement, all Class Members will automatically be sent by email one fully transferable \$20 credit valid only for a future on-line purchase of merchandise at ProFlowers.com, RedEnvelope.com, Berries.com, and CherryMoonFarms.com (“\$20 Credit”). Defendants will also collectively pay a total of \$12.5 million (“Gross Cash Fund”) to be used to pay any and all fees and costs, including, but not limited to, all claims administration fees and costs, court-approved Class Counsel’s fees and costs award, and court-approved Named Plaintiffs’ enhancement awards for serving as class representatives as further described below. The remaining balance (“Net Cash Fund”) shall be distributed to eligible Class Members that submit valid claims as further described below.

If the Settlement is approved by the Court, you will automatically be sent by email the \$20 Credit. No further action is required on your part to obtain this benefit, unless you received a notice on a postcard by U.S. Mail, in which case you must provide a valid email address to the Claims Administrator to be sent the \$20 Credit by email. The \$20 Credit will not be sent until after the Court approves the proposed Settlement, the timing of which is more fully described in the Settlement Agreement. The \$20 Credit is subject to the following terms: (i) expires one year after distribution date; (ii) not valid for order or delivery of products on December 17 to 24, 2012, February 4 to 14, 2013, May 1 to 12, 2013, and December 16 to 24, 2013 (and corresponding time periods in 2014 through the expiration date should the \$20 Credit not be distributed until 2013); (iii) one \$20 Credit per Class Member; (iv) not redeemable for cash and not refundable; (v) will not be replaced if lost or stolen; (vi) not valid for Same Day, International, or Wedding Services (including, not valid on [www.floristexpress.net](http://www.floristexpress.net), [www.floristexpressonline.net](http://www.floristexpressonline.net), [www.fruitbaskettoday.com](http://www.fruitbaskettoday.com), and [ProFlowersInternational.com](http://ProFlowersInternational.com)), third-party hosted products (e.g. wine), or for the purchase of Giftcards; (vii) not combinable with discount or gift codes, and cannot be used with hyperlink or URL-based offers (including certain email offers or third-party promotions) or previous purchases, but does apply to markdown, bundled, and discounted products; and (viii) must be used in a single transaction (no change, credit, or cash given and any balance not used is lost).

If the Settlement is approved by the Court, the Gross Cash Fund will pay for, in order (i) all fees and costs incurred by the Claims Administrator for the administration of the Settlement, including, but not limited to, preparing, issuing, distributing, emailing, and monitoring all necessary notices and forms, declarations, filings, and related documents, including developing, maintaining, and operating an Internet website specifically created for the Settlement of this action, communicating with and responding to Class Members, computing Settlement Payments from the Net Cash Fund to Class Members that have made claims, establishing or maintaining an account for the Gross Cash Fund, and distributing payments out of the Gross Cash Fund or Net Cash Fund; (ii) Named Plaintiffs’ enhancement awards of up to

\$15,000 each for plaintiffs Romero and Bailey, up to \$10,000.00 each for plaintiffs Berentson, Jenkins, Cox, and Lawler, and up to \$5,000.00 each for plaintiffs Walters and Dickey; and (iii) Class Counsel's attorneys' fees and costs award of up to, and not more than, \$8.65 million in fees and \$200,000 in costs. After any and all fees and costs are paid out of the Gross Cash Fund, the Net Cash Fund will be distributed to eligible Class Members that submit valid claims on a pro rata basis up to the full amounts charged for monthly membership fees less any full or partial refund previously received.

Class Members may be eligible for a payment from the Net Cash Fund. To be eligible for this potential additional benefit, a Class Member must submit a Claim Form signed under penalty of perjury stating, among other things, that at the time they were enrolled they did not knowingly authorize their enrollment in the Membership Program(s) for which they were charged and did not use any of the benefits of the Membership Program(s) other than the dollar-off code for a future Provide Commerce website purchase. The amount to be received by eligible Class Members will depend upon the number of claims submitted and the amount of fees paid for Membership Program(s) less any full or partial refund previously received. Only individuals who were actually enrolled in a Membership Program and were charged the activation fee and at least one monthly membership fee are eligible to participate in this claims process. Some members enrolled and later cancelled their memberships and received full or partial refunds of their monthly membership fees. Other members received a full or partial refund through a chargeback, which is a bank-initiated reversal or return of charges or transfers of funds from the individual's credit card or bank account. No member will be entitled to receive a payment to the extent he/she already received a refund or chargeback of the monthly membership fees he/she paid. Also, some members enrolled but were not charged a monthly membership fee at all. This could have occurred for a variety of reasons, including that their credit or debit card was not accepted for a charge of the membership fee or that the member himself or herself cancelled the membership prior to being billed for the monthly membership fee. Individuals who were never charged a monthly membership fee will not be entitled to any additional benefits other than the \$20 Credit referenced above. Class Members who used or requested a benefit, directory, or other service provided through any of the Membership Programs other than the dollar-off code for a future Provide Commerce website purchase (including, but not limited to, cash back on gift cards, travel and/or leisure discounts, discounted movie or theme park tickets, or free concierge services) are not eligible to participate in this claims process. Depending upon the number of claims and the type of claims received, the Settlement fund may be sufficient to satisfy the full amount of all claims. If the claims submitted exceed in dollar amount the amount of the Net Cash Fund, Claimants will receive pro-rated payments on their claims. To the extent the claims submitted do not exceed in dollar amount the amount of the Net Cash Fund or any payments mailed are returned as undeliverable, any unclaimed portion of the Net Cash Fund will be paid on an equal basis to the following non-profit college or university academic institutions located in San Diego County, California, with the payments specified to be used for a chair, professorship, fellowship, lectureship, seminar series or similar funding, gift, or donation program developed and coordinated between Provide Commerce and the respective institutions (depending on the amount of the remainder) regarding internet privacy or internet data security: California State University at San Diego (San Diego State University), University of California at San Diego, and University of San Diego School of Law.

Enrollment in a Membership Program, eligibility, the amount of fees paid and not previously refunded, and all other information provided in the Claim Form will be subject to verification through EMI's records by the Claims Administrator, and those records will have a rebuttable presumption of accuracy. Defendants are also entitled, at their option, to review submitted Claim Forms. You may submit a Claim Form by mail or electronically by going to the homepage at [www.membershipprogramsettlement.com](http://www.membershipprogramsettlement.com) and following the instructions provided on the website. You can also obtain a Claim Form by writing to the Claims Administrator at: In re EasySaver Rewards Litigation Settlement, c/o GCG, P.O. Box 35016, Seattle, WA 98124-1016. **Your Claim Form must be completed and submitted by December 10, 2012 to be eligible for this additional potential benefit.** The submission date is deemed to be the date (a) the Claim Form is deposited in the U.S. Mail as evidenced by the postmark, in the case of submission by U.S. mail, or by date of delivery if sent by FedEx, UPS, or comparable courier, or (b) in the case of submission electronically through the Settlement website, the date the Claims Administrator receives the Claim Form as evidenced by the transmission receipt.

## 6. Who represents the proposed Settlement Class?

The Court has approved the appointment of the following lawyers and law firms ("Class Counsel") as counsel for the Class Members:

James R. Patterson  
PATTERSON LAW GROUP  
402 West Broadway, 29<sup>th</sup> Floor  
San Diego, California 92101

Bruce W. Steckler  
BARON & BUDD PC  
3102 Oak Lawn Avenue, Suite 1100  
Dallas, Texas 75219

Michael D. Singer  
COHELAN KHOURY & SINGER  
605 C Street, Suite 200  
San Diego, California 92101

Jennie Lee Anderson  
ANDRUS ANDERSON LLP  
155 Montgomery Street, Suite 900  
San Francisco, California 94104

From the beginning of the case in 2009 to the present, Class Counsel has not received any payment for their services in prosecuting this case or in obtaining this proposed Settlement, nor have they been reimbursed for any out-of-pocket expenses they have incurred. Class Counsel will apply to the Court for an award of attorneys' fees and costs in a total amount of up to, and not more than, \$8.65 million in fees and \$200,000 in costs to be paid from the Settlement Fund. Defendants have agreed not to oppose Class Counsel's application for an award of attorneys' fees and costs of up to this amount. If the Court approves Class Counsel's motion or application for fees and costs, it will be paid from the Settlement Fund. Class Members will not have to pay anything toward the fees or costs of Class Counsel. You do not need to hire your own lawyer, because Class Counsel is working on your behalf and will seek final approval of the Settlement on behalf of the Class Members. You may hire your own lawyer to represent you in this case if you wish, but it will be at your own expense.

#### **7. How can I exclude myself from the Settlement Class?**

Any Class Member has the right to be excluded from the Class by written request. If you wish to be excluded from the Class you must send a letter or postcard to the Claims Administrator stating: (a) the name of the Action, "*In re EasySaver Rewards Litigation*"; (b) your full name, address, and telephone number; and (c) a statement that you do not wish to participate in the Settlement. **A Class Member's exclusion request must be postmarked no later than December 10, 2012, and sent to the Claims Administrator at the following address: In re EasySaver Rewards Litigation Claims Administrator, c/o GCG, P.O. Box 35016, Seattle, WA 98124-1016.**

A request for exclusion that does not include all of the above information, that is sent to an address other than the one listed above, or that is not timely postmarked will not be valid, and the person requesting exclusion will be considered a member of the Class and be bound by the Settlement as a Class Member.

If you properly and timely request to exclude yourself from the Class, you will not have any rights as a member of the Class pursuant to the proposed Settlement, will not receive any of the proposed Settlement's benefits described in this Notice, will not be bound by any further orders or the judgment entered in the Action, and will remain able to pursue any claims alleged in the Action against Defendants on your own and at your own expense and with your own counsel. If you proceed on an individual basis after excluding yourself from the Class you may receive more, or less, of a benefit than you would otherwise receive under this proposed Settlement, or no benefit at all.

#### **8. How can I object to the Settlement?**

If you do not exclude yourself from the Class, you can comment in opposition to the Settlement, which is known as an objection, and you have the right to appear before the Court to express your opposition. **Your written objection in opposition to the Settlement must be submitted in writing and filed with the Court by December 10, 2012.** The address for the Clerk of the Court is as follows: Office of the Clerk, U.S. District Court for the Southern District of California, 880 Front Street, Suite 4290, San Diego, California 92101-8900. You must also send copies of your written objection in opposition to the Settlement to the attorneys for the parties at the following addresses:

**Class Counsel:**

James R. Patterson  
PATTERSON LAW GROUP  
402 West Broadway, 29<sup>th</sup> Floor  
San Diego, California 92101

**Counsel for Provide Commerce, Inc.:**

Michael G. Rhodes  
Leo P. Norton  
Michelle C. Doolin  
COOLEY LLP  
4401 Eastgate Mall  
San Diego, California 92121-1909

**Counsel for EMI:**

Myron M. Cherry  
Jacie C. Zolna  
MYRON M. CHERRY & ASSOCIATES, LLC  
30 North LaSalle Street, Suite 2300  
Chicago, Illinois 60602

To be valid and considered by the Court, any such written objection must include the following information: (1) a heading referring to *In re EasySaver Rewards Litigation*, Case No. 3:09-cv-02094-AJB (WVG); (2) your name, email address, postal address, and telephone number; (3) a detailed statement of each objection you are making and the factual and legal basis for each objection, and the relief that you are requesting; (4) a list of and copies of all documents or other exhibits which you may seek to use at the final approval hearing; and (5) a statement of whether you intend to appear, either in person or through counsel, at the final approval hearing. You may, but need not, file and serve your objection through counsel of your choice, and you may appear at the Fairness Hearing either in person or through personal counsel hired at your expense. If you do make your objection or appearance at the Fairness Hearing through an attorney, you will be responsible for your personal attorney's fees and costs. Also, if you intend to appear at the Fairness Hearing through personal counsel hired at your expense, you must identify the counsel's name, postal address, phone number, email address, and the state bar(s) to which the counsel is admitted in your written objection. Any Points and Authorities submitted in support of your written objection must contain any and all legal authority upon which you will rely.

If you do not submit a written objection to the proposed Settlement or the motion or application of Class Counsel for Named Plaintiffs' enhancement awards and Class Counsel's attorneys' fees and costs in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the Fairness Hearing.

If you do not object as described above and you do not exclude yourself from the Class, you will be deemed to have consented to the Court's certification of and jurisdiction over the Class, and to have released the claims at issue against Defendants as explained below and will otherwise be bound by the proposed Settlement.

**9. When and where is the Fairness Hearing?**

**The Fairness Hearing has been set for January 25, 2013, at 1:30 p.m. before the Honorable Anthony J. Battaglia in Courtroom 12 of the U.S. District Court for the Southern District of California, 940 Front Street, San Diego, California 92101-8900.** The Court will hear any comments from the parties or objections concerning the fairness of the proposed Settlement at the Fairness Hearing, including the amount requested by Class Counsel for Named Plaintiffs' enhancement awards and Class Counsel's attorneys' fees and costs.

You do not need to attend the Fairness Hearing to remain a Class Member or to obtain any benefits under the proposed Settlement. You or your own personal attorney may attend the hearing if you wish, at your own expense. You do not need to attend this hearing to have a properly filed and served written objection as described in Paragraph 8 to be considered by the Court.

**10. What is the effect of final Settlement approval?**

If the Court approves the proposed Settlement after the Fairness Hearing, it will enter a judgment dismissing the Action with prejudice and releasing all related legal claims against the Defendants and parties related to them (the "Released Parties") based on the allegations in the Action. This means that Class Members will be forever barred from bringing, continuing, or being part of any other lawsuit based on their enrollment or membership in any of the Membership Programs, any charges incurred for the Membership Programs, or any of the allegations in the Action. If you do not exclude yourself from the Class, the proposed Settlement will be your sole mechanism for obtaining any relief, and you will be barred from suing Provide Commerce or EMI in an effort to obtain additional payments or relief. If you are a Class Member and do not want to be barred from bringing, continuing, or being part of such a lawsuit, you must exclude yourself from the Class and the proposed Settlement through the procedures outlined above in Paragraph 7.

The Named Plaintiffs and all Class Members who do not validly and timely request to be excluded from the proposed Settlement, and each of their successors, assigns, legatees, heirs, and personal representatives, release and forever discharge defendants Provide Commerce, Inc. and Regent Group, Inc., and each of their respective direct or indirect parents, wholly or majority owned subsidiaries, affiliated and related entities, predecessors, successors and assigns, partners, privities, and any of their present and former directors, officers, employees, shareholders, agents, representatives, attorneys, accountants, insurers, and all persons acting by, through, under, or in concert with them, or any of them, from all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts,

agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, which they have or may have arising out of or relating to any of the acts, omissions, or other conduct that have or could have been alleged or otherwise referred to in the Action including, but not limited to (i) the marketing, advertising, enrollment, registration, disclosure of membership billing terms, handling of personal or financial information, or sharing of contact and payment information as they relate to the Membership Programs; (ii) the past or continued billing, debiting, or charging of fees associated with the Membership Programs; (iii) the adequacy or inadequacy of any notification of enrollment or copy of authorization to debit accounts for any fees associated with any of the Membership Programs (or any alleged failure to provide a copy of such authorization); (iv) the billing cycle, time period, or frequency of the charges for the Membership Programs; and (v) any and all claims for breach of contract, breach of the implied covenant of good faith and fair dealing, fraud, violations of the California Consumers Legal Remedies Act, unjust enrichment, violations of the Electronic Fund Transfer Act, invasion of privacy – intrusion into private matters, negligence, or violations of California's Unfair Competition Law (the "Released Claims").

With respect to the Released Claims, the Named Plaintiffs and all Class Members who do not validly and timely request to be excluded from the proposed Settlement, and each of their respective successors, assigns, legatees, heirs, and personal representatives, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

**“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”**

The Named Plaintiffs and all Class Members fully understand that the facts on which the Settlement Agreement is executed may be different from the facts believed by the Named Plaintiffs and Class Members to be true and expressly accept and assume the risk of this possible difference in facts and agree the Settlement Agreement remains effective despite any difference in facts. Further, the Named Plaintiffs and Class Members agree that this waiver is an essential and material term of this release and the Settlement Agreement that underlies it, and that without such waiver the Settlement Agreement would not have been accepted or agreed to.

**If the proposed Settlement is not approved, the case will proceed as if no settlement had been attempted or reached. There can be no assurance that if the Settlement is not approved and the case resumes that Class Members will recover more than what is provided for under the Settlement, or will recover anything at all.**

#### **11. Where can I get more information about the proposed Settlement?**

This Notice provides only a summary of the matters relating to the Settlement. More detailed information is provided in the Settlement Agreement. You can view the Settlement Agreement and obtain more information about the Settlement at [www.membershipprogramsettlement.com](http://www.membershipprogramsettlement.com). In order to see the complete case file, including the Settlement Agreement and all other pleadings and papers filed in the Action, you should visit the website of the Administrative Office of the U.S. Courts, PACER Service Center, located at <http://pacer.psc.uscourts.gov/>. You may also visit or call the Clerk's office at the Edward J. Schwartz U.S. Courthouse located at 940 Front Street, San Diego, California 92101-8900, (619) 557-5600. The Clerk will tell you how to obtain the file for inspection and copying at your own expense but will not address any questions about the proposed Settlement or the Action.

**PLEASE DO NOT CONTACT THE COURT (INCLUDING THE CLERK OF THE COURT OR THE JUDGE), PROVIDE COMMERCE, INC., OR THE MEMBERSHIP PROGRAM PROVIDER (REGENT GROUP, INC.) WITH QUESTIONS ABOUT THE SETTLEMENT, ANY OF THE BENEFITS PROVIDED UNDER THE SETTLEMENT, OR THE ACTION.**

**PLEASE ADDRESS ANY FURTHER CONTACT TO THE CLAIMS ADMINISTRATOR AT**

*In re EasySaver Rewards Litigation* Claims Administrator  
c/o GCG  
P.O. Box 35016  
Seattle, WA 98124-1016  
Email: [administrator@membershipprogramsettlement.com](mailto:administrator@membershipprogramsettlement.com)

Dated: October 11, 2012

By: Order of the United States District Court for the Southern District of California  
HONORABLE ANTHONY J. BATTAGLIA  
UNITED STATES DISTRICT COURT JUDGE

QUESTIONS? PLEASE VISIT [WWW.MEMBERSHIPPROGRAMSETTLEMENT.COM](http://WWW.MEMBERSHIPPROGRAMSETTLEMENT.COM)