

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

LINCOLN ADVENTURES, LLC, a	)	
Delaware Limited Liability Company, and	)	
MICHIGAN MULTI-KING, INC., a	)	No. 2:08-cv-00235-CCC-JAD
Michigan Corporation, on Behalf of	)	
Themselves and All Those Similarly	)	<u>CLASS ACTION</u>
Situated,	)	
	)	
Plaintiffs,	)	DECLARATION OF
	)	ERIC J. MILLER REGARDING
vs.	)	NOTICE ADMINISTRATION
	)	
THOSE CERTAIN UNDERWRITERS AT	)	
LLOYD’S, LONDON MEMBERS OF	)	
SYNDICATES, et al.	)	
	)	
Defendants.	)	
	)	

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I, Eric J. Miller, hereby declare as follows:

1. I am a Senior Vice President of A.B. Data, Ltd.’s Class Action Administration Company (“A.B. Data”) in Milwaukee, Wisconsin. My business address is 5080 PGA Blvd., Suite 209, Palm Beach Gardens, Florida 33418, and my telephone number is (561) 336-1801.

2. I submit this Declaration in connection with the class-action-notice-administration proceedings related to the above-captioned action (the “Action”), per the terms of this Court’s Order Preliminarily Approving Proposed Partial Class Action Settlement and Preliminarily Certifying a Class for Settlement Purposes (the “Preliminary Approval Order”). I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

DISSEMINATION OF DIRECT-MAIL NOTICE

3. Pursuant to the Preliminary Approval Order, A.B. Data was responsible for providing direct notice of the Settlement to all members of the Settlement Class who could be reasonably identified. Pursuant to ¶5(a) of the Preliminary Approval Order, the Settling Defendants provided A.B. Data with data files containing 85,522 names of potential Settlement Class Members. A.B. Data processed these data files to remove duplicate names resulting in 70,162 distinct records. A.B. Data then ran those 70,162 names against settlement databases in the MDL 1663 class actions settlements and the database of a third-party vendor who specializes in locating address information in order to find the addresses of these potential Settlement Class Members. The results were that A.B. Data identified 68,587 addresses for the names provided by the Settling Defendants.

4. Pursuant to ¶5(d) of the Preliminary Approval Order, A.B. Data also utilized the databases that it obtained from the settlement administrations in *In re: Insurance Brokerage Antitrust Litigation*, Civil Action No. 05-1079 (“*Brokers*”) to identify potential Settlement Class Members. The databases contain names, addresses and other policy information related to purchasers of insurance policies and filed claims in the settlements in that action. More than 3.7 million of these purchasers’ records are in these databases. A.B. Data searched these databases to identify any instances where a claim in *Brokers* included information relating to the purchase of a Lloyd’s policy, along with any instance of the keywords “Lloyd’s,” “syndicate,” and keywords derived from the names

of all of the Defendants' managing agents (*e.g.* "ACE," "Atrium," "Beazley," "Brit").<sup>1</sup> Through this process, A.B. Data identified 5,195 records of potential Settlement Class Members.

5. Pursuant to ¶5(b) of the Preliminary Approval Order, each Settling Defendant was to write to those coverholders acting on its behalf that wrote a majority of the Settling Defendant's business under binding authorities during the five-year period from October 1, 2013 to September 30, 2018 requesting that these coverholders provide to A.B. Data, to the extent reasonably available, names and addresses of policyholders to which insurance policies were issued on behalf of the Settling Defendants under binding authorities for this period. Prior to the initial mailing, A.B. Data received 6,832 names and addresses from these coverholders.

6. A.B. Data compiled the 80,614 records identified in ¶¶3-5, and after the removal of 5,195 duplicate names and addresses, prepared a file of 75,419 distinct records for mailing. On June 17, 2019, A.B. Data caused the Summary Notice to be mailed, postage prepaid, to these 75,419 potential Settlement Class Members. A true and correct copy of the Summary Notice is attached hereto as Exhibit A.

7. As of the date of this Declaration, A.B. Data has received an additional 121,640 names and addresses from coverholders. All such names and addresses have been processed and copies of the Summary Notice forwarded in a timely manner.

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<sup>1</sup> ACE Underwriting Agencies Limited, Atrium Underwriters Limited, Beazley Furlonge Limited, Brit Syndicates Limited, Canopus Managing Agents Limited, Catlin Underwriting Agencies Limited, Chaucer Syndicates Limited, Chubb Underwriting Agencies Limited, Faraday Underwriting Limited, Hardy (Underwriting Agencies) Limited, Heritage Managing Agency Ltd., Hiscox Syndicates Limited, Managing Agency Partners Limited, MS Amlin Underwriting Limited, QBE Underwriting Limited, R&Q Managing Agency Limited, S.A. Meacock & Company Limited, Talbot Underwriting Ltd, Tokio Marine Kiln Syndicates Ltd., Wellington Underwriting Agencies.

8. As of the date of this Declaration, A.B. Data has mailed a total of 197,059 Summary Notices to potential Settlement Class Members.

9. On May 7, 2019, A.B. Data established the mailing address Syndicate Settlement Claims Administrator, c/o A.B. Data, Ltd., P.O. Box 173075, Milwaukee, Wisconsin 53217, to receive Settlement Class Member correspondence and Summary Notices returned by the USPS as undeliverable as addressed (“UAA”).

10. As of the date of this Declaration, 35,926 of the 197,059 Summary Notices mailed were returned by the USPS to A.B. Data as UAA.

11. For the UAA Summary Notices, A.B. Data acted to locate updated addresses using the databases of TransUnion and all available Settlement Class Member information. As a result of these efforts, A.B. Data located 7,319 updated addresses and coordinated remailing of Summary Notices to the updated addresses.

**PUBLICATION NOTICE**

12. Pursuant to the Preliminary Approval Order, A.B. Data submitted the Summary Notice to the periodicals indicated in the table below for publication on the dates noted:

<b>Publication</b>	<b>Publish Date</b>
Wall Street Journal (2 national print ads)	6/17/19, 6/21/19
The New York Times (2 national print ads)	6/19/19, 6/26/19
USA Today (2 national print ads)	6/17/19, 6/24/19
Business Insurance (1 national print ad)	July
Risk Management (1 national print ad)	July/August
Risk & Insurance (1 national print ad)	August
PR Newswire	6/17/19

Proofs of these publications are attached hereto as Exhibit B1 through B7.

13. Beginning on June 17, 2019, and running through August 17, 2019, A.B. Data coordinated the placement of Internet banner ads and newsfeed ads through Google Display Network, Google AdWords (Search) and LinkedIn. Over 20 million banner and newsfeed ad views (or digital impressions) were delivered. As a result, the website was viewed more than 37,500 times by more than 28,000 unique visitors. A sample Internet banner is attached hereto as Exhibit C.

14. Based on conservative calculations, the combined measureable paid print and internet effort alone delivered an estimated reach 71.6% of U.S. adults who are involved in the purchase of business insurance.

#### **SETTLEMENT WEBSITE**

15. To ensure Settlement Class Members' easy access to updated information, A.B. Data established a secure, dedicated informational website, [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com) (the "Settlement Website"). A.B. Data used e-commerce best practices to develop the site so that it is easy and intuitive for Settlement Class Members to navigate with a clear link to the online claim form.

16. The Settlement Website became operational on May 14, 2019 and provides links to download copies of, among other documents, the Long-form Notice and Claim Form. Copies of the Long-form Notice and Claim Form are attached hereto as Exhibits D and E, respectively. In addition, copies of the Second Amended Complaint, Opinion Denying Defendants' Motion to Dismiss, Order Denying Defendants' Motion to Dismiss the Second Amended Class Action Complaint, Stipulation of Partial Class Action Settlement, Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval of

Partial Class Action Settlement and the Preliminary Approval Order are available to view or download. The website also contained the Claims Administrator's toll-free number and contact information of Co-Lead Counsel. A link to the Settlement Website was also posted on the respective websites of the law firms of Co-Lead Counsel.

17. As of the date of this Declaration, there have been 28,904 unique visitors to the website and 64,556 webpages have been served to visitors.

**TOLL-FREE TELEPHONE HELPLINE AND EMAIL**

18. On June 17, 2019, A.B. Data established a case-specific toll-free telephone helpline, (877) 298-4134, with an interactive voice response ("IVR") system and live operators. The automated attendant answers calls and presents callers with a series of choices in response to basic questions. If callers require further assistance, they have the option of transferring their calls to a live operator during business hours.

19. A.B. Data continues to maintain the toll-free telephone helpline, which is accessible 24 hours a day, 7 days a week, with live operators available from 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday. A.B. Data has responded in a timely manner to all messages left requesting a return phone call. From June 17, 2019 to August 8, 2019, the toll-free number has handled 1,239 calls for 1,306 minutes of use. Live operators have handled more than 742 inbound and outbound calls.

20. A.B. Data also maintains a case-dedicated email address, info@SyndicateSettlement.com, to allow potential Settlement Class Members to email the Claims Administrator with questions or inquiries. As of August 8, 2019, A.B. Data has received and processed 182 email inquiries from potential Settlement Class Members.

**EXCLUSION PROCESSING**

21. As explained in the Summary and Long-Form Notices, exclusion requests were to be mailed to Syndicate Settlement Claims Administrator, EXCLUSIONS, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217 so that they are postmarked or received by August 28, 2019.

22. As of the date of this Declaration, A.B. Data has received 6 exclusion requests. If A.B. Data receives any additional exclusion request(s) after the date of this Declaration, we will send such request(s) to all Counsel of Record.

**CLAIMS**

23. As of August 13, 2019, more than 1,900 claims have been filed in this matter.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 13th day of August, 2019.

  
Eric J. Miller

# EXHIBIT A



**Below is a Summary Notice of a proposed partial class action settlement** reached in a class action lawsuit pending in the United States District Court for the District of New Jersey known as *Lincoln Adventures, LLC, et al. vs. Those Certain Underwriters at Lloyd's, et al.* A more detailed version of this Notice is contained in a Long-form Notice posted on the Settlement website at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com). You are encouraged to read the Long-form Notice for a more in depth explanation of the proposed partial settlement and your rights as they relate to the Settlement.

**IF YOU PURCHASED INSURANCE THROUGH CERTAIN SYNDICATES AT LLOYD'S, LONDON DURING THE PERIOD JANUARY 1, 1997, THROUGH MARCH 25, 2019, YOU COULD GET MONEY FROM A PARTIAL CLASS ACTION SETTLEMENT THAT MAY AFFECT YOUR RIGHTS**

A proposed partial class action settlement has been reached with some, but not all, of the Lloyd's Syndicates who are Defendants in the case and sold insurance to policyholders in the United States. Plaintiffs assert causes of action against the Defendants for violation of the Racketeer Influenced and Corrupt Organizations Act, civil conspiracy, and unjust enrichment based on allegations that Defendants engaged in a deceptive scheme to conceal the lack of competition in the Lloyd's Market. The Settling Defendants deny the allegations made against them.

The Syndicates that have settled are Syndicate Nos. 0033, 0102, 0382, 0435, 0570, 0609, 0623, 0958, 1183, 1886, 2001, 2623, and 2987 (the "Settling Defendants"). The Syndicates who are Defendants in the case, but who have not settled, are Syndicate Nos. 0510, 0727, 1003, 1084, 1096, 1245, 2003, 2020, 2488, and 2791 (the "Non-Settling Defendants"). The case will continue to be litigated against the Non-Settling Defendants.

**WHAT ARE YOUR LEGAL RIGHTS AND IMPORTANT DEADLINES?**

If you do not want to be legally bound by the Settlement, you must exclude yourself in writing from the Class by **August 28, 2019**. The steps you must follow to be excluded are described in the Long-form Notice, which is available at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com). You can also obtain a copy of the Long-form Notice by mail or email by calling the toll-free number at 1-877-298-4134 between the hours of 8:00 a.m. and 5:00 p.m. Central Time, or by emailing [info@SyndicateSettlement.com](mailto:info@SyndicateSettlement.com). If you do not exclude yourself, but instead stay in the Class, you may object or comment on the Settlement, the Plan of Allocation, the application for attorneys' fees and expenses, or service awards to the class representatives by **August 28, 2019**. The procedure on how to object or comment is described in the Long-form Notice at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com).

There is a Fairness Hearing scheduled on **September 18, 2019, at 10:30 a.m. Eastern Time**, at which the Court will consider whether to approve the Settlement, the Plan of Allocation, an award of attorneys' fees and expenses, and service awards for the class representatives. The hearing will take place in Courtroom 5B in the United States Courthouse located at Martin Luther King Building and U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07101. The Court may choose to change the date and/or time of the hearing without further notice of any kind. If you plan to attend the hearing, you should confirm the date and time by checking the website at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com) or by calling the toll-free number at 1-877-298-4134. At the hearing, the Court will consider objections that have been properly made by Class members. If the Court finds the Settlement to be fair, reasonable and adequate, it will approve the Settlement. You may choose to attend the hearing, either in person or through an attorney hired at your own expense, but attendance is not required. If you choose to attend the hearing and intend to make a presentation to the Court, you or your attorney must follow the procedures set forth in the Long-form Notice, at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com).

**A NOTICE OF INTENTION TO APPEAR MUST BE RECEIVED BY THE COURT AND THE COUNSEL IDENTIFIED BELOW NO LATER THAN AUGUST 28, 2019.**

If the Court approves the Settlement, then the Settling Defendants will be dismissed from the case. Class members who have not properly requested exclusion from the Class will be deemed to have released the Settling Defendants from all claims related to the case and will not be able to sue the Settling Defendants for any of the conduct that was the subject of the case. The full text of the Release is set forth in the Long-form Notice at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com).

**WHO IS INCLUDED IN THE CLASS?**

The Settlement affects members of the Class, which are, with certain limited exceptions, all persons and entities in the United States who, during the period January 1, 1997, through March 25, 2019 (the "Class Period"), purchased or renewed a contract of insurance (an insurance policy, not reinsurance) with any of the Defendants. The complete description of the Class is set forth in the Long-form Notice at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com).

### WHAT DOES THE SETTLEMENT PROVIDE?

The Settling Defendants have agreed to make separate payments to settle the claims against them. The total amount of these payments is \$21,950,000. After deducting the amounts approved by the Court for settlement and claims administration costs, attorneys' fees and litigation expenses, and service awards for the class representatives, these funds will be paid to members of the Class. Each Settling Defendant that pays its individual share is entitled to the release and other provisions of the Settlement. In addition, each of the Settling Defendants that still sell insurance at Lloyd's of London has agreed to implement business reforms for a five-year period. The complete description of these business reforms is set forth in the Long-form Notice at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com).

### WHO WILL RECEIVE A PAYMENT?

Payments to Class members will be according to the Plan of Allocation, which is included in the Long-form Notice at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com). To receive a payment, Class members **must** submit a Claim Form by **October 25, 2019**, as more fully described in the next paragraph.

### HOW DO I RECEIVE A PAYMENT FROM THE SETTLEMENT?

To be eligible for a payment, a Class member must submit a Claim Form on or before **October 25, 2019**. Claim Forms are available at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com). Claim Forms can be requested from the Claims Administrator by calling the toll-free number at 1-877-298-4134 between the hours of 8:00 a.m. and 5:00 p.m. Central Time, or by email at [info@SyndicateSettlement.com](mailto:info@SyndicateSettlement.com). Claim Forms can be completed online at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com), or mailed to the Claims Administrator at Syndicate Settlement, c/o A.B. Data, Ltd., P.O. Box 173075, Milwaukee, WI 53217. If the Court finally approves the Settlement, each Class member who wishes to claim part of the Settlement **must** submit a Claim Form by **October 25, 2019**. It is the responsibility of the Class member to provide truthful and accurate information, and to update any information, including contact and address information, to the Claims Administrator, when appropriate.

### WHO ARE THE ATTORNEYS FOR THE CLASS AND THE SETTLING DEFENDANTS?

The Attorneys for the Class are:

Rachel L. Jensen  
ROBBINS GELLER RUDMAN  
& DOWD LLP  
655 West Broadway, Suite 1900  
San Diego, CA 92101

Robert S. Schachter  
ZWERLING, SCHACHTER  
& ZWERLING, LLP  
41 Madison Avenue  
New York, NY 10010

The Attorneys for the Settling Defendants are:

Matthew M. Burke  
ROBINS KAPLAN LLP  
Prudential Tower  
800 Boylston Street, Suite 2500  
Boston, MA 02199

John M. Toriello  
HOLLAND & KNIGHT LLP  
31 West 52<sup>nd</sup> Street, 12<sup>th</sup> Floor  
New York, NY 10019

Abigail Nitka  
MESSNER REEVES LLP  
805 Third Avenue, 18<sup>th</sup> Floor  
New York, NY 10022

### HOW CAN I OBTAIN ADDITIONAL INFORMATION?

If you think that you may be a Class member, you can obtain more information, including a copy of the Long-form Notice, the Claim Form, the Settlement Agreement, and other documents relating to the Settlement by visiting [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com) or by contacting the Claims Administrator toll free at 1-877-298-4134.

### PLEASE DO NOT CONTACT THE COURT OR THE CLERK.

# EXHIBIT B1

## Wall Street Journal



ADVERTISEMENT

The Marketplace

To advertise: 800-366-3975 or WSJ.com/classifieds

CLASS ACTION

BANKRUPTCIES

Below is a Summary Notice of a proposed partial class action settlement reached in a class action lawsuit pending in the United States District Court for the District of New Jersey known as Lincoln Adventures, LLC et al. vs. Those Certain Underwriters at Lloyd's, et al. A more detailed version of this Notice is contained in a Long-form Notice posted on the Settlement website at www.SyndicateSettlement.com. You are encouraged to read the Long-form Notice for a more in depth explanation of the proposed partial settlement and your rights as they relate to the Settlement.

IF YOU PURCHASED INSURANCE THROUGH CERTAIN SYNDICATES AT LLOYD'S, LONDON DURING THE PERIOD JANUARY 1, 1997, THROUGH MARCH 25, 2019, YOU COULD GET MONEY FROM A PARTIAL CLASS ACTION SETTLEMENT THAT MAY AFFECT YOUR RIGHTS

A proposed partial class action settlement has been reached with some, but not all, of the Lloyd's Syndicates who are Defendants in the case and sold insurance to policyholders in the United States. Plaintiffs assert causes of action against the Defendants for violation of the Racketeer Influenced and Corrupt Organizations Act, civil conspiracy, and unjust enrichment based on allegations that Defendants engaged in a deceptive scheme to conceal the lack of competition in the Lloyd's Market. The Settling Defendants deny the allegations made against them.

The Syndicates that have settled are Syndicate Nos. 0033, 0102, 0382, 0435, 0570, 0609, 0623, 0958, 1183, 1886, 2001, 2623, and 2987 (the "Settling Defendants"). The Syndicates who are Defendants in the case, but who have not settled, are Syndicate Nos. 0510, 0727, 1003, 1084, 1096, 1245, 2003, 2020, 2488, and 2791 (the "Non-Settling Defendants"). The case will continue to be litigated against the Non-Settling Defendants.

WHAT ARE YOUR LEGAL RIGHTS AND IMPORTANT DEADLINES?

If you do not want to be legally bound by the Settlement, you must exclude yourself in writing from the Class by August 28, 2019. The steps you must follow to be excluded are described in the Long-form Notice, which is available at www.SyndicateSettlement.com. You can also obtain a copy of the Long-form Notice by mail or email by calling the toll-free number at 1-877-298-4134 between the hours of 8:00 a.m. and 5:00 p.m. Central Time, or by emailing info@SyndicateSettlement.com. If you do not exclude yourself, but instead stay in the Class, you may object or comment on the Settlement, the Plan of Allocation, the application for attorneys' fees and expenses, or service awards to the class representatives by August 28, 2019. The procedure on how to object or comment is described in the Long-form Notice at www.SyndicateSettlement.com.

There is a Fairness Hearing scheduled on September 18, 2019, at 10:30 a.m. Eastern Time, at which the Court will consider whether to approve the Settlement, the Plan of Allocation, an award of attorneys' fees and expenses, and service awards for the class representatives. The hearing will take place in Courtroom 5B in the United States Courthouse located at Martin Luther King Building and U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07101. The Court may choose to change the date and/or time of the hearing without further notice of any kind. If you plan to attend the hearing, you should confirm the date and time by checking the website at www.SyndicateSettlement.com or by calling the toll-free number at 1-877-298-4134. At the hearing, the Court will consider objections that have been properly made by Class members. If the Court finds the Settlement to be fair, reasonable and adequate, it will approve the Settlement. You may choose to attend the hearing, either in person or through an attorney hired at your own expense, but attendance is not required. If you wish to attend the hearing and intend to make a presentation to the Court, you or your attorney must follow the procedures set forth in the Long-form Notice, at www.SyndicateSettlement.com.

A NOTICE OF INTENTION TO APPEAR MUST BE RECEIVED BY THE COURT AND THE COUNSEL IDENTIFIED BELOW NO LATER THAN AUGUST 28, 2019.

If the Court approves the Settlement, then the Settling Defendants will be dismissed from the case. Class members who have not properly requested exclusion from the Class will be deemed to have released the Settling Defendants from all claims related to the case and will not be able to sue the Settling Defendants for any of the conduct that was the subject of the case. The full text of the Release is set forth in the Long-form Notice at www.SyndicateSettlement.com.

WHO IS INCLUDED IN THE CLASS?

The Settlement affects members of the Class, which are, with certain limited exceptions, all persons and entities in the United States who, during the period January 1, 1997, through March 25, 2019 (the "Class Period"), purchased or renewed a contract of insurance (an insurance policy, not reinsurance) with any of the Defendants. The complete description of the Class is set forth in the Long-form Notice at www.SyndicateSettlement.com.

WHAT DOES THE SETTLEMENT PROVIDE?

The Settling Defendants have agreed to make separate payments to settle the claims against them. The total amount of these payments is \$21,950,000. After deducting the amounts approved by the Court for settlement and claims administration costs, attorneys' fees and litigation expenses, and service awards for the class representatives, these funds will be paid to members of the Class. Each Settling Defendant that pays its individual share is entitled to the release and other provisions of the Settlement. In addition, each of the Settling Defendants that still sell insurance at Lloyd's of London has agreed to implement business reforms for a five-year period. The complete description of these business reforms is set forth in the Long-form Notice at www.SyndicateSettlement.com.

WHO WILL RECEIVE A PAYMENT?

Payments to Class members will be according to the Plan of Allocation, which is included in the Long-form Notice at www.SyndicateSettlement.com. To receive a payment, Class members must submit a Claim Form by October 25, 2019, as more fully described in the next paragraph.

HOW DO I RECEIVE A PAYMENT FROM THE SETTLEMENT?

To be eligible for a payment, a Class member must submit a Claim Form on or before October 25, 2019. Claim Forms are available at www.SyndicateSettlement.com. Claim Forms can be requested from the Claims Administrator by calling the toll-free number at 1-877-298-4134 between the hours of 8:00 a.m. and 5:00 p.m. Central Time, or by email at info@SyndicateSettlement.com. Claim Forms can be completed online at www.SyndicateSettlement.com, or mailed to the Claims Administrator at Syndicate Settlement, c/o A.B. Data, Ltd., P.O. Box 173075, Milwaukee, WI 53217. If the Court finally approves the Settlement, each Class member who wishes to claim part of the Settlement must submit a Claim Form by October 25, 2019. It is the responsibility of the Class member to provide truthful and accurate information, and to update any information, including contact and address information, to the Claims Administrator, when appropriate.

WHO ARE THE ATTORNEYS FOR THE CLASS AND THE SETTLING DEFENDANTS?

The Attorneys for the Class are: Rachel L. Jensen, ROBBINS GELLER RUDMAN & DOWD LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101. The Attorneys for the Settling Defendants are: Matthew M. Burke, ROBBINS KAPLAN LLP, Prudential Tower, 800 Boylston Street, Suite 2500, Boston, MA 02199; John M. Toriello, HOLLAND & KNIGHT LLP, 31 West 52nd Street, 12th Floor, New York, NY 10019; Abigail Nitka, MESSNER REEVES LLP, 805 Third Avenue, 18th Floor, New York, NY 10022; Robert S. Schachter, ZWERLING, SCHACHTER & ZWERLING, LLP, 41 Madison Avenue, New York, NY 10010.

HOW CAN I OBTAIN ADDITIONAL INFORMATION?

If you think that you may be a Class Member, you can obtain more information, including a copy of the Long-form Notice, the Claim Form, the Settlement Agreement, and other documents relating to the Settlement by visiting www.SyndicateSettlement.com or by contacting the Settlement Claims Administrator at 1-877-298-4134.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF SANTA CLARA

In re McAfee, Inc. SHAREHOLDER LITIGATION, Lead Case No. 1:10-cv-180413. Consolidated action, including: Greenberg v. McAfee, Inc., Santa Clara County Superior Court, Case No. 1:10-cv-180413; Colwell v. McAfee, Inc., Santa Clara County Superior Court, Case No. 1:10-cv-180420; Faulkner v. McAfee, Inc., Santa Clara County Superior Court, Case No. 1:10-cv-180597; Korsinsky v. Bass, Santa Clara County Superior Court, Case No. 1:10-cv-180928. Judge: Hon. Thomas E. Kuhnle Dept: 5

This Document Relates To: ALL ACTIONS.

SUMMARY NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

IF YOU HELD SHARES OF COMMON STOCK IN MCAFEE, INC. ("MCAFEE") AND EXCHANGED YOUR SHARES FOR CONSIDERATION IN THE ACQUISITION OF MCAFEE BY INTEL CORPORATION ("INTEL") AT THE PRICE OF \$48.00 PER SHARE, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF A CLASS ACTION.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the Superior Court of the State of California, County of Santa Clara, that a hearing will be held on October 4, 2019, at 9:00 a.m. (the "Settlement Hearing"), in Department 5, 191 North First Street, San Jose, California 95113, for the purpose of determining: (1) whether the proposed settlement of the claims in the Action for the sum of \$11,700,000.00 in cash on the terms set forth in the Stipulation of Settlement dated March 13, 2019 ("Stipulation" or "Settlement") should be approved by the Court as fair, reasonable, and adequate; (2) whether the plan of distribution is fair, reasonable, and adequate and therefore should be approved; and (3) whether the application of Class Counsel for an award of attorneys' fees and expenses and a service award to Plaintiff, the Central Laborers' Pension Fund, should be approved.

If you received consideration for your McAfee common stock shares in the acquisition of McAfee by Intel at the price of \$48.00 per share, your rights may be affected by the Settlement of this Action. If you have not received a more detailed Notice of Proposed Settlement of Class Action ("Notice") and a copy of the Proof of Claim, you may obtain copies by writing to McAfee Shareholder Litigation, Claims Administrator, c/o Gilardi & Co. LLC, P.O. Box 404129, Louisville, KY 40233-4129, or you can download a copy at www.McAfeeShareholderSettlement.com. If you are a Class Member, in order to share in the Settlement proceeds, you must submit a Proof of Claim by mail postmarked no later than September 9, 2019, or submitted electronically no later than September 9, 2019, establishing that you are entitled to recovery. You will be bound by any judgment rendered in the Action whether or not you make a claim. If you requested exclusion from the Class in connection with the Notice of Pendency, no further action is required to be excluded from the Class for purposes of the Settlement or any judgment that is entered in this Action.

Although you may appear and be heard at the Settlement Hearing without filing a written submission in advance, should you wish to file a written objection to the Settlement, the plan of distribution, or Class Counsel's request for an award of attorneys' fees and expenses and/or the service award to Plaintiff, you may do so by filing it with the Court at the address below and sending it to Class Counsel listed below such that it is received no later than August 12, 2019:

The Court: Clerk of the Court SUPERIOR COURT OF CALIFORNIA COUNTY OF SANTA CLARA 191 North First Street San Jose, CA 95113. Class Counsel: Maxwell Huffman ROBBINS GELLER RUDMAN & DOWD LLP 655 West Broadway, Suite 1900 San Diego, CA 92101

Inquiries regarding the Settlement or the Action may be made to a representative of Class Counsel or the Claims Administrator: ROBBINS GELLER RUDMAN & DOWD LLP Shareholder Relations 655 West Broadway, Suite 1900 San Diego, CA 92101 1-800-449-4900. McAfee Shareholder Litigation Claims Administrator c/o Gilardi & Co. LLC P.O. Box 404129 Louisville, KY 40233-4129 1-866-610-7721 www.McAfeeShareholderSettlement.com

PLEASE DO NOT CONTACT DEFENDANTS, THE COURT, OR THE CLERK OF THE COURT ABOUT THE SETTLEMENT.

DATED: May 28, 2019. BY ORDER OF THE SUPERIOR COURT STATE OF CALIFORNIA COUNTY OF SANTA CLARA

All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Stipulation. The Stipulation can be viewed and/or downloaded at www.McAfeeShareholderSettlement.com.

NOTICE OF HEARING TO CONSIDER CONFIRMATION OF THE CHAPTER 11 PLAN FILED BY THE VANGUARD DEBTORS AND RELATED VOTING AND OBJECTION DEADLINES. PLEASE TAKE NOTICE THAT on June 12, 2019, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered an order (the "Disclosure Statement Order"): (a) authorizing Vanguard Natural Resources, Inc. and its affiliated debtors and debtors in possession (collectively, the "Debtors") Case No. 19-21786 (DR) to solicit acceptances for the Amended Joint Plan of Reorganization of Vanguard Natural Resources, Inc. and its Debtor Affiliates (the "Disclosure Statement") as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials to be included in the packages distributed to solicit votes to accept the Plan (the "Solicitation Packages"); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan. PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the "Confirmation Hearing") will commence on July 9, 2019 at 10:00 a.m., prevailing Central Time, before the Honorable Judge David R. Jones, in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street Houston, Texas 77002. PLEASE BE ADVISED: THE CONFIRMATION HEARING MAY BE CONTINUED FROM TIME TO TIME BY THE COURT OR THE DEBTORS WITHOUT FURTHER NOTICE OTHER THAN BY SUCH ADJOURNMENT BEING ANNOUNCED IN OPEN COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE COURT AND SERVED ON ALL PARTIES ENTITLED TO NOTICE. CRITICAL INFORMATION REGARDING VOTING ON THE PLAN. NOTICE OTHER THAN BY SUCH ADJOURNMENT BEING ANNOUNCED IN OPEN COURT OR BY A NOTICE OF ADJOURNMENT FILED WITH THE COURT AND SERVED ON ALL PARTIES ENTITLED TO NOTICE. The voting record date shall be May 31, 2019, which is the date for determining which holders of Claims in Classes 3, 4, and 5 are entitled to vote on the Plan (the "Lender and Noteholder Voting Record Date").

Voting Record Date for General Unsecured Creditors. To accommodate the June 14, 2019 Bar Date, June 14, 2019 shall be the record date to determine which Claims in Class 6 are entitled to vote on the Plan (the "GUC Voting Record Date" and together with the Lender and Noteholder Voting Record Date, the "Voting Record Date"). For administrative purposes, because the solicitation mailing precedes the Bar Date, the Debtors have requested that the Court direct the Debtors to use May 31, 2019, as the administrative record date for purposes of determining which holders of filed or scheduled Claims in Class 6 are entitled to receive the Solicitation Materials. To the extent a creditor validly files a Proof of Claim after May 31, 2019, but on or before the GUC Voting Record Date, the Claims and Noticing Agent shall provide such creditor with the appropriate Solicitation Package, including a Ballot if applicable. If the Claims and Noticing Agent previously provided such creditor with the Solicitation Package, including a Ballot, and the creditor's Proof of Claim, the Claims and Noticing Agent shall update the creditor's voting amount, but shall not be obligated to send a new Ballot. Voting Deadline. The deadline for voting on the Plan is on Tuesday, July 2, 2019 at 5:00 p.m., prevailing Central Time (the "Voting Deadline"). If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan you must: (a) follow the instructions carefully; (b) complete all of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is actually received by the Debtors' notice and mailing agent, Prime Clerk LLC (the "Claims and Noticing Agent") on or before the Voting Deadline. A failure to follow such instructions may disqualify your vote. CRITICAL INFORMATION REGARDING OBJECTION TO THE PLAN. ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D CONTAINS A THIRD-PARTY RELEASE. THIS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER. PLEASE TAKE NOTICE THAT the Plan contains the following release, exculpation, and injunction provisions: RELEASES BY THE DEBTORS. Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, for good and valuable consideration provided by each of the Released Parties, the adequacy of which is hereby confirmed, and after the Effective Date, each Released Party and its respective assets and property are, and are deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged by the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of the Debtors, their respective Estates, and all other Entities who may purport to assert any Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Causes of Action, including any derivative claims asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) on or after the Effective Date, or in connection with or in interest in, a Debtor or other Entity (or that any holder of any claim, interest, or Cause of Action could have asserted on behalf of the Debtors), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' capital structure, the assertion or enforcement of rights and remedies against the Debtors, or the Debtors' efforts, intercompany transactions between or among a Debtor and another Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, execution, amendment, or filing of the Plan Support Agreement, the Exit RBL/Term Loan A Facility Documentation, the Exit RBL/Term Loan B Facility Documentation, the New Preferred Equity Documentation, the DIP Facility, the DIP Credit Agreement, the DIP Loan Documents, the Senior Notes, the Senior Notes 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## BUSINESS &amp; FINANCE

## Carnival Lowers Forecast on Cuba Ban



The cruise operator, along with its peers, had to quickly adjust its itineraries to swap Havana with other ports in the Caribbean.

BY AISHA AL-MUSLIM

The world's biggest cruise operator, Carnival Corp., cut its full-year earnings outlook, citing a hit from voyage cancellations, the abrupt Cuba travel ban and weakening demand in Europe.

The surprise report early Thursday sent shares of Carnival sinking about 7.7% to \$48.80, and prompted declines among other cruise-line operators. Norwegian Cruise Line Holdings Ltd.'s stock closed Thursday down 2.5% and Royal Caribbean Cruises Ltd. declined 3.2%.

Carnival said it now expects adjusted earnings this year to be between \$4.25 and \$4.35 a share, compared with its previous forecast of \$4.35 to \$4.55 a share. Carnival had already cut its outlook for the year in March as it expected to face higher fuel prices.

"We are disappointed at the

revised guidance, very disappointed with the situation with Vista [ship], our teams are working hard to mitigate all that," Carnival Chief Executive Arnold Donald told analysts on a second-quarter earnings conference call.

Carnival canceled sailings for its Carnival Vista ship because of propulsion problems that reduced the vessel's cruising speed.

Following the July 1 sailing, Carnival Vista will be taken out of service for 17 days for repairs. It will return to service on July 27, a company spokeswoman said.

Carnival decided to move up its earnings release date to quickly disclose the impact of the voyage disruptions that unfolded this week, Mr. Donald said. Resolving problems related to ship maintenance and subsequent trip cancellations will dent earnings by between 8 cents and 10 cents

this year.

"Investors are willing to give a pass on Cuba and voyage disruption issues, but the early earnings release and degree of negative surprise driven by [Carnival's] structural issues and executional issues are not well received," analysts from Wells Fargo said in a note.

Earlier this month, new restrictions from the Trump administration barred American cruise ships from going to Cuba, forcing cruise lines to reroute already planned trips to the island nation. The cancellation of cruise line service to Cuba and a "people-to-people" license permitting Americans to travel to the island was expected to affect nearly 800,000 passenger bookings, industry group Cruise Line International Association had said.

Carnival expects the Cuba travel ban to dent earnings be-

tween 4 cents and 6 cents a share. Norwegian and Royal Caribbean, which were more reliant on Cuba travel, expect a much steeper impact.

Carnival, along with its peers, had to quickly adjust its itineraries to swap Havana with alternative ports in the Caribbean, resulting in some offering discounts or compensation to passengers to remain on their booked cruise.

"The suddenness of the regulatory change to this high-yielding destination has led to a near-term impact on revenue yields," Carnival said Thursday.

Carnival has more exposure to the European travel market, which has been rocked by continuing economic challenges and uncertainty around Brexit in the U.K.

The cruise line has forecast lower-than-expected ticket prices later this year, in part because of issues in Europe.

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## CLASS ACTION

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A proposed partial class action settlement has been reached with some, but not all, of the Lloyd's Syndicates who are Defendants in the case and sold insurance to policyholders in the United States. Plaintiffs assert causes of action against the Defendants for violation of the Racketeer Influenced and Corrupt Organizations Act, civil conspiracy, and unjust enrichment based on allegations that Defendants engaged in a deceptive scheme to conceal the lack of competition in the Lloyd's Market. The Settling Defendants deny the allegations made against them.

The Syndicates that have settled are Syndicate Nos. 0033, 0102, 0382, 0435, 0570, 0609, 0623, 0958, 1183, 1886, 2001, 2623, and 2987 (the "Settling Defendants"). The Syndicates who are Defendants in the case, but who have not settled, are Syndicate Nos. 0510, 0727, 1003, 1084, 1096, 1245, 2003, 2020, 2488, and 2791 (the "Non-Settling Defendants"). The case will continue to be litigated against the Non-Settling Defendants.

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**WHO IS INCLUDED IN THE CLASS?**

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**WHO ARE THE ATTORNEYS FOR THE CLASS AND THE SETTLING DEFENDANTS?**

The Attorneys for the Class are:

Rachel L. Jensen  
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Abigail Nitka  
MESSNER REEVES LLP  
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**HOW CAN I OBTAIN ADDITIONAL INFORMATION?**

If you think that you may be a Class Member, you can obtain more information, including a copy of the Long-form Notice, the Claim Form, the Settlement Agreement, and other documents relating to the Settlement by visiting [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com) or by contacting the Settlement Claims Administrator at 1-877-298-4134.

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK**



Hapag-Lloyd and Evergreen Marine are shopping for new vessels with a combined value of \$2.2 billion.

## Container-Ship Demand Shows Signs of Recovery

BY COSTAS PARIS

Shipping lines Evergreen Marine Corp. of Taiwan and Germany's Hapag-Lloyd AG have put in separate requests to Asian yards for the construction of more than a dozen mega-container ships that would have a combined value of about \$2.2 billion.

The proposals signal that a lull in new orders in the sector is ending as carriers seek ever-bigger vessels to carry goods. The fleet additions would widen the gap between capacity and demand on container shipping's critical Asia-to-Europe trade lanes, where operators have been mostly losing money over the past five years.

Hapag-Lloyd, which is the world's fifth-largest container operator in terms of capacity, is sounding out yards in Japan, South Korea and China for up to six ships that could each move 23,000 containers, people with knowledge of the matter said. Evergreen, the seventh-biggest player, is considering adding eight or nine ships in a deal that may be signed by the end of the summer, these people said.

The carriers are members of competing alliances that share ships and port calls to cut costs. A typical one-way trip from Asia to Northern Eu-

rope involves at least 10 port calls in which the megaships drop off and take on cargo.

"Some of the vessels are to fulfill capacity commitments within the alliances and others to renew older and less efficient ships," a person involved in the matter said. "Yes, there is overcapacity and the trade picture does not look good with the tariffs and the economic slowdown, but these ships will run for the next 25

*Operators say they have little choice but to invest in new ships despite a weak outlook.*

years and now is a good time to buy."

Taiwan's Yang Ming Marine Transport Corp. and China's Cosco Shipping Holdings Co., the third-biggest box-ship operator, are also in the market for new ships but no orders are imminent, the people said.

The people would be the first for big ships in the container-shipping sector since last fall, when South Korea's Hyundai Merchant Marine signed contracts for 20 vessels. The order included 12 of

the biggest ships, carrying up to 23,000 20-foot containers.

Demand for shipping consumer goods, manufacturing parts and other staples of global trade is waning this year amid a slowing global economy and continuing tensions between the U.S. and China. Maritime data provider Alphaliner in late May cut its container volume growth estimate for this year to 2.5% from 3.6%.

Chinese shipping executives say they have withdrawn capacity in the trans-Pacific route since a first round of U.S. tariffs on Chinese goods happened last summer.

Operators say they have little choice but to invest in new ships despite a gloomy outlook because of stricter environmental regulations kicking in next year. Starting in January, all oceangoing vessels will have to sharply reduce their sulfur emissions. Maritime operators expect to slash greenhouse gas emissions from ships by half by 2050.

"This means a lot of older ships will be scrapped because the cost of retrofitting them to meet clean-air standards will be too expensive," one of the people familiar with the recent orders said. "We actually expect supply of new ships to match demand by 2021, which is just around the corner."

## Sales Rise at Olive Garden Owner

BY AISHA AL-MUSLIM

Darden Restaurants Inc. posted a higher profit for the latest quarter as sales at most of its casual-dining chains improved.

The owner of Olive Garden and LongHorn Steakhouse restaurants on Thursday reported a fiscal fourth-quarter profit of \$208 million, or \$1.67 a share, up from \$174.5 million, or \$1.39 a share, a year earlier. Analysts polled by FactSet were looking for \$1.73 a share. The company said its ad-

justed earnings per share from continuing operations came in at \$1.76.

Total sales for the quarter, which ended May 26, rose 4.5% to \$2.23 billion, within range of the consensus forecast of \$2.24 billion. Same-restaurant sales for the company overall grew 1.6%, compared with the 2.4% growth analysts were expecting.

Among its chains, the best same-restaurant sales increase was 3.3% for LongHorn Steakhouse, followed by 2.9% for The Capital Grille and 2.4% for

Olive Garden. Cheddar's Scratch Kitchen registered a 3.2% decline.

For its current fiscal year, which has an extra week, Darden expects total sales to grow by 5.3% to 6.3% and same-restaurant sales to grow 1% to 2%. The company projected per-share earnings from continuing operations will range from \$6.30 to \$6.45 for the year. Analysts were estimating \$6.46 a share.

◆ Heard on the Street: Darden shares still look tasty..... B12

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# EXHIBIT B2

## The New York Times



The New York Times

620 BTH AVENUE - NEW YORK, NY 10018

PROOF OF PUBLICATION

JUNE 19 2019

I, Alice Weber, in my capacity as a Principal Clerk of the Publisher of The New York Times a daily newspaper of general circulation printed and published in the City, County and State of New York, hereby certify that the advertisement annexed hereto was published in the editions of The New York Times on the following date or dates, to wit on

JUN 19 2019 B3

Alice Weber

Sworn before me the

19th day of June 2019 Michelle Scibilia

Notary Public

MICHELLE M. SCIBILIA Notary Public, State of New York Registration #01SC6281145 Qualified In Nassau County Commission Expires May 13, 2021

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**WHO ARE THE ATTORNEYS FOR THE CLASS AND THE SETTLING DEFENDANTS?**

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Abigail Nitka  
MESSNER REEVES LLP  
805 Third Avenue, 18th Floor  
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### PROOF OF PUBLICATION

JUNE 26 2019

I, Alice Weber, in my capacity as a Principal Clerk of the Publisher of **The New York Times**, a daily newspaper of general circulation printed and published in the City, County and State of New York, hereby certify that the advertisement annexed hereto was published in the editions of

**The New York Times** on the following date or dates, to wit on

JUN 26 2019 B5

Alice Weber

Sworn before me the

26<sup>th</sup> day of June, 2019  
Michelle M. Scibilia

Notary Public

MICHELLE M. SCIBILIA  
Notary Public, State of New York  
Registration #01SC6281145  
Qualified In Nassau County  
Commission Expires May 13, 2021



Below is a Summary Notice of a proposed partial class action settlement reached in a class action lawsuit pending in the United States District Court for the District of Columbia, *Lloyd's, et al. v. American Insurance Association, et al.*, Case No. 1:08-cv-00623-CGC-JAD. A more detailed version of this Notice is contained in a Long-form Notice posted on the Settlement website at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com). You are encouraged to read the Long-form Notice for a more in depth explanation of the proposed partial settlement and your rights as they relate to the Settlement.

**IF YOU PURCHASED INSURANCE THROUGH CERTAIN SYNDICATES AT LLOYD'S, LONDON DURING THE PERIOD JANUARY 1, 1997, THROUGH MARCH 25, 2019, YOU COULD GET MONEY FROM A PARTIAL CLASS ACTION SETTLEMENT THAT MAY AFFECT YOUR RIGHTS**

A proposed partial class action settlement has been reached with some, but not all, of the Lloyd's Syndicates who are Defendants in the case and sold insurance to policyholders in the United States. Plaintiffs assert causes of action against the Defendants for violation of the Racketeer Influenced and Corrupt Organizations Act, civil conspiracy, and unjust enrichment based on allegations that Defendants engaged in a deceptive scheme to conceal the lack of competition in the Lloyd's Market. The Settling Defendants deny the allegations made against them.

The Syndicates that have settled are Syndicate Nos. 0033, 0102, 0382, 0435, 0570, 0609, 0623, 0958, 1183, 1886, 2001, 2623, and 2987 (the "Settling Defendants"). The Syndicates who are Defendants in the case, but who have not settled, are Syndicate Nos. 0510, 0727, 1003, 1084, 1096, 1245, 2003, 2020, 2488, and 2791 (the "Non-Settling Defendants"). The case will continue to be litigated against the Non-Settling Defendants.

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The Attorneys for the Class are:

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New York, NY 10022

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# EXHIBIT B3

USA Today



## MOVIES

## Christina Hendricks joins female-first 'Toy Story'

Biese  
USA TODAY

Christina Hendricks knew she had to be in "Toy Story 4," even if her role in the highly-anticipated Disney and Pixar sequel was largely a mystery to her.

"They called me and asked me if I would like to do it, and I said, 'Yes' before I'd read anything," says Hendricks.

"Because I thought, 'Of course.' (I'm) a huge fan of the films and know the significance of these films in people's lives. I feel like there's never been a time where I didn't know what 'Toy Story' was."

Hendricks, a six-time Emmy nominee for her work on AMC's "Mad Men," has joined the "Toy Story" ensemble as Gabby Gabby, a talking pull-string doll from the 1950s.

She crosses paths with classic toy cowboy Woody (voiced by Tom Hanks) in an antiques shop.

Hendricks says she only realized how integral Gabby Gabby was to the latest install-



**Gabby Gabby (voiced by Christina Hendricks) seems like a baddie, but "there's a reason why we become who we are."** PIXAR

ment of this beloved franchise during her "magical" first viewing of the finished film.

"I never had the full script and I was working in kind of a bubble. I didn't get to work with the other actors," she says. "So I would go in a room and work with this director.

"And I was like, 'I wonder if I'm going to get cut from this film,' or 'Am I actually in it?' Like, I didn't really know how great it was, which was proba-

bly good for me because I didn't get to be as nervous as I could or would have been."

It's been nearly 25 years since 1995's landmark original "Toy Story" introduced the world to Hank's Woody, Tim Allen's action figure Buzz Lightyear and the rest of their playful gang.

The series' latest installment, directed by Josh Cooley, retains the heartfelt and wildly inventive core of the films but



**She agreed to the role before reading it.** GETTY IMAGES

also represents a step forward in terms of representation.

"Toy Story 3" (2010) saw the series' ensemble passed down from one owner, Andy, to new kid Bonnie, and subsequently the series has become more female-focused than ever, thanks to such characters as Gabby Gabby and Annie Potts' Bo Peep, who is returning to the series for the first time in 20 years.

"I think it's important for them if they're going to make another one, you have to evolve," says Hendricks.

"You want it to be true to what it is and the heart that has always been there, but if you

don't change with the times, then it seems like it would be a mistake."

Since last being seen in 1999's "Toy Story 2," Bo Peep has, like the films and society at large, changed a great deal over the last couple of decades.

"Bo Peep is like a warrior," says Hendricks. "She's the leader of everybody and it's just such a strong, great, role model character. It's so wonderful to watch her do it."

Gabby Gabby, because of a manufacturing defect in her voice box, is at the heart of one of the most resonant themes of "Toy Story 4": What happens when people get hung up on what they perceive to be their imperfections?

"There are so many movies where there are bad guys and good guys," says Hendricks, and Gabby Gabby starts out as what audiences will think of as a bad guy.

"And we realize that everyone has a story, and there's a reason why we become who we are, and you have to hear that story to understand them."

## Games

Continued from Page 1D

with a whopper of a bonus round. The new formula is addictive and adorable, and might even bring a tear to your eye.

## 'Card Sharks'

**ABC, Wednesdays, 9 EDT/PDT**

"Sharks," another of ABC's latest revivals, is hosted with spicy wit by "Community" and "The Soup" alum Joel McHale. Contestants constantly are guessing "higher or lower," whether it's trivia or the card they're going to draw next. Once one player wins \$10,000, they get to gamble their winnings for far more dough. Once you get the rules (and if you didn't watch the original, it might take a few rounds), the game of (mostly) chance is tense and fun.

## 'Deal or No Deal'

**CNBC, Wednesdays, 9 EDT/PDT**

This 2000s classic was revived on CNBC last year with all the briefcases, glittery dresses and Howie Mandel you could handle. It's back for a new season and is just as reliable at making you shout at the contestants when they make the wrong call. Never make the deal, obviously.

## 'The \$100,000 Pyramid'

**ABC, Sundays, 9 EDT/PDT**

If you've ever wanted to see how stressed celebrities can get, this is the game for you. Michael Strahan hosts the word-guessing game, where celebs including Leslie Jones and Rosie O'Donnell are partnered with contestants competing for money. Some famous people are pros at the game and breeze through. Others are definitely not very comfortable in the hot seat.

## 'Beat Shazam'

**Fox, Mondays, 8 EDT/PDT**

The game show of choice for music lovers or Jamie Foxx fans (or both), this Fox series takes its title from the popular music-recognizing app, as teams try to be first to recognize the song playing. Hosted by Foxx, and DJed by his daughter Corinne, the show is more of jukebox party than a tense competition, but there's nothing wrong with jamming to hits.

## 'Match Game'

**ABC, Wednesdays, 10 EDT/PDT**

Host Alec Baldwin proves he has more comedic skills than



**Leslie Jones and a contestant on "The \$100,000 Pyramid."** LOU ROCCO/ABC

his "Saturday Night Live" impression of President Donald Trump. As the master of ceremonies of this fill-in-the-blank game, Baldwin has a grand time with the weird phrases the writers come up with and the contestants who try to match their answers to a panel of celebrities. Given its format, "Match" is always unpredictable, if sometimes a little too zany.

## 'Spin the Wheel'

**Fox, premieres June 20, Thursdays, 9 EDT/PDT**

Dax Shepard joins the ranks of actors trying out their game-show hosting abilities in this new Fox competition, produced by Justin Timberlake. The series is kind of a combination of "Press Your Luck," "Wheel of Fortune" and "Who Wants to Be a Millionaire," as contestants, with the help of a team, answer pop-culture trivia questions for varying sums chosen by the spin of a wheel. A wrong answer loses the corresponding amount. The prize money is huge and can go up into the millions, but that means losses can be just as big.

## 'Hollywood Game Night'

**NBC, returns July 11, Thursdays, 9 EDT/PDT**

If you like Jimmy Fallon's brand of silly celebrity antics, you'll love this low-key show hosted by the great Jane Lynch, where celebs compete in jazzed-up party games to raise money for charity. If you ever wanted to see Jennifer Garner dive into a ball pit or tiny red balls thrown at Kristen Bell's face, this is the place.

## 'Wheel of Fortune'

## Check local listings

Another oldie but an extreme goodie, "Wheel" has been around almost as long as "Jeopardy!," although it tests your English-class skills more than any other subject. With the inimitable Pat Sajak and Vanna White at its helm, it's always a treat to visit the series, even if only for one episode while you're cooking dinner.

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# Batman

Continued from Page 1D

Comic book characters weren't in vogue then like they are now. When "Batman" (which celebrated its 30th anniversary Sunday) descended on theaters, it had been years since Christopher Reeve's "Superman" had taken over film fans' hearts in 1978 – and nearly a decade since a good Man of Steel movie – so it was a big deal seeing DC Comics' Caped Crusader knock Indiana Jones down a few rungs on the hero ladder.

We've seen many cinematic Batmen since then and loads more do-gooders, but here are five ways Burton's flick changed the superhero movie game forever:

## The Dark Knight's place officially was cemented as a cultural icon.

In 1989, when Iron Man, Captain America and Thor were nowhere close to being A-listers, Batman wasn't exactly the coolest guy in the mainstream, either. Most still had Adam West's campy TV version in their heads. However, a gritty revamp of the character in the 1986 DC comic "The Dark Knight Returns" made him super-popular in that crowd, and Burton's well-received film was the final push to the top. Everyone



**Inadvertently or not, Robert Downey Jr. had a meta shoutout to Michael Keaton's Batman in "Iron Man."**

ZADE ROSENTHAL/PARAMOUNT PICTURES

was wearing T-shirts of the Bat-Signal that summer as the movie sold more than \$500 million worth of merchandise.

## Michael Keaton was the first of many risky (and worthwhile) superhero casting decisions.

Whenever a new Batman is announced, a troll gets its wings and the internet freaks out, from Ben Affleck to, most recently, Robert Pattinson. So just imagine the cyber rage that would have met Keaton, who was mostly known for his comedic work ("Mr. Mom," "Gung Ho," "Beetlejuice") until then and sparked an angry letter-writing campaign to Warner Bros. Yet Keaton had a

square-enough jaw for the part and gave just enough crazy energy to believe this dude might actually dress like a bat in public. Without his success, Hugh Jackman as Wolverine and Robert Downey Jr. as Iron Man would have seemed like much bigger stretches.

## It made comic book characters cool for Oscar winners.

Well-regarded thespians have been as much part of the superhero world in recent years as cool powers and tight spandex, from Patrick Stewart in the "X-Men" movies and "Spider-Man 2" villain Alfred Molina in the 2000s to appearances by Robert Redford, Glenn Close, Anthony Hopkins, Cate Blanchett and Tommy Lee Jones in the Marvel Cinematic Universe. Sure, Gene Hackman and Marlon Brando were in "Superman," but it wasn't the popular thing to do until Jack Nicholson's Joker, with clownish façade, disfigured grin and insanity in spades, blew the doors off Gotham City and was as much the star of "Batman" as Keaton. His portrayal was arguably the iconic supervillain until the late Heath Ledger made the Joker his own in "The Dark Knight" 19 years later.

## Tim Burton proved visionaries could put their own stamp on the genre.

With "Pee-wee's Big Adventure" and

"Beetlejuice," the filmmaker already had crafted a dark and quirky signature style, and married that in "Batman" with a "Brazil"-influenced architectural aesthetic for Gotham City and a Batmobile that looked like it was geared up for a World War II bombing run. Not every superhero flick that followed took as many chances, but "Batman" opened the door for directors who wanted to, including Guillermo del Toro ("Blade II"), James Gunn ("Guardians of the Galaxy") and Taika Waititi ("Thor: Ragnarok").

## Without 'Batman,' there's no Marvel movie universe.

That point could be argued by fanboys who've spent hours debating the best Dark Knights and if Superman could beat Hulk in an arm-wrestling match. But consider this: Even though a Bat-nipped George Clooney and 1997's "Batman & Robin" sunk superheroes, the character obviously proved bankable enough for him to come back in Christopher Nolan's massive Bat-films. More importantly, "Batman" paved a path for Marvel Studios to put its heroes on screen, first making hay with X-Men and Spider-Man in the 2000s and then spawning the Marvel Cinematic Universe with 2008's "Iron Man." So when Downey says, "I am Iron Man," it's a meta tip of the cap to his Batarang-boasting peer from yesteryear.

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The Syndicates that have settled are Syndicate Nos. 0033, 0102, 0382, 0435, 0570, 0609, 0623, 0958, 1183, 1886, 2001, 2623, and 2987 (the "Settling Defendants"). The Syndicates who are Defendants in the case, but who have not settled, are Syndicate Nos. 0510, 0727, 1003, 1084, 1096, 1245, 2003, 2020, 2488, and 2791 (the "Non-Settling Defendants"). The case will continue to be litigated against the Non-Settling Defendants.

### WHAT ARE YOUR LEGAL RIGHTS AND IMPORTANT DEADLINES?

If you do not want to be legally bound by the Settlement, you must exclude yourself in writing from the Class by **August 28, 2019**. The steps you must follow to be excluded are described in the Long-form Notice, which is available at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com). You can also obtain a copy of the Long-form Notice by mail or email by calling the toll-free number at 1-877-298-4134 between the hours of 8:00 a.m. and 5:00 p.m. Central Time, or by emailing [info@SyndicateSettlement.com](mailto:info@SyndicateSettlement.com). If you do not exclude yourself, but instead stay in the Class, you may object or comment on the Settlement, the Plan of Allocation, the application for attorneys' fees and expenses, or service awards to the class representatives by **August 28, 2019**. The procedure on how to object or comment is described in the Long-form Notice at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com).

There is a Fairness Hearing scheduled on **September 18, 2019, at 10:30 a.m. Eastern Time**, at which the Court will consider whether to approve the Settlement, the Plan of Allocation, an award of attorneys' fees and expenses, and service awards for the class representatives. The hearing will take place in Courtroom 5B in the United States Courthouse located at Martin Luther King Building and U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07101. The Court may choose to change the date and/or time of the hearing without further notice of any kind. If you plan to attend the hearing, you should confirm the date and time by checking the website at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com) or by calling the toll-free number at 1-877-298-4134. At the hearing, the Court will consider objections that have been properly made by Class members. If the Court finds the Settlement to be fair, reasonable and adequate, it will approve the Settlement. You may choose to attend the hearing, either in person or through an attorney hired at your own expense, but attendance is not required. If you choose to attend the hearing and intend to make a presentation to the Court, you or your attorney must follow the procedures set forth in the Long-form Notice, at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com).

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### WHO IS INCLUDED IN THE CLASS?

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### WHO WILL RECEIVE A PAYMENT?

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The Attorneys for the Class are:

Rachel L. Jensen  
ROBBINS GELLER RUDMAN  
& DOWD LLP  
655 West Broadway, Suite 1900  
San Diego, CA 92101

Robert S. Schachter  
ZWERLING, SCHACHTER  
& ZWERLING, LLP  
41 Madison Avenue  
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The Attorneys for the Settling Defendants are:

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Prudential Tower  
800 Boylston Street, Suite 2500  
Boston, MA 02199

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HOLLAND & KNIGHT LLP  
31 West 52nd Street, 12th Floor  
New York, NY 10019

Abigail Nitka  
MESSNER REEVES LLP  
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New York, NY 10022

### HOW CAN I OBTAIN ADDITIONAL INFORMATION?

If you think that you may be a Class Member, you can obtain more information, including a copy of the Long-form Notice, the Claim Form, the Settlement Agreement, and other documents relating to the Settlement by visiting [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com) or by contacting the Settlement Claims Administrator at 1-877-298-4134.

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK**

### LEGAL NOTICE

## If you purchased CVS Algal-900 DHA products, you could get benefits from a class action settlement.

A proposed settlement has been reached in a class action lawsuit against CVS Pharmacy, Inc. ("CVS") concerning whether the marketing of a dietary supplement containing docosahexaenoic acid (DHA) was untrue and misleading. CVS stands by its marketing and denies that it did anything wrong. The Court has not decided who is right in the lawsuit. Instead, the parties have agreed to settle the case (the "CVS Algal-900 DHA Settlement").

### Who Is Included?

The CVS Algal-900 DHA Settlement includes everyone in the United States who purchased a CVS-branded Algal-900 DHA dietary supplement between November 15, 2008 and September 30, 2016 that contained "clinically shown to improve memory" or "clinically shown memory improvement" claims on the label and/or on the packaging ("CVS Algal-900 DHA Product"). You are not included in either Settlement if you purchased these products for resale purposes.

### What Does The Settlement Provide?

If approved, the CVS Algal-900 DHA Settlement will provide refunds, cash payments, ExtraCare account credits and vouchers toward the purchase of any product sold at CVS. If you submit a Claim Form: (i) with Proof of Purchase that shows the actual price paid for the CVS Algal-900 DHA Product, you will receive a full refund of the price you paid to purchase CVS Algal-900 DHA Product(s); (ii) with Proof of Purchase such as a product package showing only the purchase of CVS Algal-900 DHA Products but not the actual price you paid, you will receive a cash payment of the average retail price of CVS Algal-900 DHA Products; (iii) without any Proof of Purchase, but CVS's records indicate you purchased CVS Algal-900 DHA Products using an ExtraCare account, you will receive a credit to your ExtraCare account in the amount of your purchase(s) of CVS Algal-900 DHA Products as indicated in CVS's records; (iv) without any Proof of Purchase, but CVS's records indicate you purchased CVS Algal-900 DHA Products online through [cvs.com](http://cvs.com) and there is no ExtraCare account associated with your purchase, you will receive a voucher toward the purchase of any product sold at CVS, in the amount of your purchase(s) of CVS Algal-900 DHA Products as indicated in CVS's records; and (v) without any Proof of Purchase and CVS does not have any record that you purchased CVS Algal-900 DHA Products, you have the option of receiving a maximum of \$5.50 in cash or \$7.00 in a voucher toward the purchase of any product sold at CVS. One claim per person and two claims per household will be accepted without Proof of Purchase for this last option (v).

### How Do You Ask For Benefits From The Settlement?

You must complete and submit a Claim Form by December 12, 2019. Claim Forms may be submitted online at [www.cvsdhasettlement.com](http://www.cvsdhasettlement.com), or printed from the website and submitted by mail. Claim Forms are also available by calling 1-866-608-6544 or by writing to the Claims Administrator at the address below.

### What Are Your Other Options?

If you do nothing, your rights will be affected but you will not get any benefits from the Settlement. If you do not want to be legally bound by the CVS Algal-900 DHA Settlement, you must exclude yourself by September 13, 2019. Unless you exclude yourself, you will not be able to sue or continue to sue CVS or other released parties for any claim resolved by the Stipulation of Settlement. If you exclude yourself, you cannot get benefits from the Settlement, but you are free to pursue any claims that you may have against Defendant CVS in a different lawsuit. If you are included in the Settlement your rights will be affected by the Settlement. If you stay in the Settlement (that is, don't exclude yourself from the Settlement), you may object and notify the Court you or your lawyer intends to appear at the Court's Fairness Hearing. Objections are due by September 13, 2019.

### The Fairness Hearing.

The United States District Court for the Eastern District of New York will hold a Fairness Hearing on September 26, 2019, at 2:00 p.m. before the Honorable Steven M. Gold.

At the Fairness Hearing, the Court will decide whether to approve: the Settlement as fair, reasonable and adequate; Class Counsel's request for attorneys' fees, costs and expenses (up to \$447,000); and an Incentive Award to the Class Representatives (\$2,500 each). If approved, these fees, costs, expenses and awards will be paid by CVS and will not reduce the amount of Settlement benefits available to you. You may appear at the hearing, but you do not have to. You may also hire your own attorney, at your own expense, to appear or speak for you at the hearing.

### Want More Information?

Visit [www.cvsdhasettlement.com](http://www.cvsdhasettlement.com) (detailed Notices and other relevant documents), call 1-866-608-6544, or write to CVS DHA Settlement Claims Administrator, P.O. Box 404148, Louisville, KY 40233-4148.

**For more information on how to place your advertisement in Legal Monday, contact a sales representative at:**

**1-800-872-3433**

Toll-free in the U.S. only

**IN THE MATTER OF THE COMPANIES ACT 1981 OF BERMUDA and IN THE MATTER OF PROSIGHT GLOBAL HOLDINGS LIMITED (BERMUDA) (the "Company")**

NOTICE IS HEREBY GIVEN pursuant to Section 104B(2) (e) of the Companies Act 1981 of Bermuda that the Company intends to merge with its subsidiary company ProSight Global, Inc. with ProSight Global, Inc. continuing as the surviving company in the State of Delaware. The principal business address of the surviving company is:

ProSight Global, Inc.  
412 Mt. Kemble Ave. Ste 300C  
Morristown, NJ 07960  
United States of America

Dated: 24 June, 2019  
at Hamilton, Bermuda.

Secretary  
ProSight Global Holdings Limited

# EXHIBIT B4

## Business Insurance



**MEDICAL DEVICES:** Failures cause pain in treating worker injuries - **PAGE 10**

# BUSINESS INSURANCE®

www.businessinsurance.com

JULY 2019

**SPECIAL  
REPORT**

**BROKER  
PROFILES &  
RANKINGS**

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## POACHING SUITS FUEL INDUSTRY TENSIONS

Mergers and acquisitions, a talent crisis,  
anger and fierce competition  
prompt broker v. broker lawsuits

**PAGE 20**



Below is a Summary Notice of a proposed partial class action settlement reached in a class action lawsuit pending in the United States District Court for the District of New Jersey known as *Lincoln Adventures, LLC et al. vs. Those Certain Underwriters at Lloyd's, et al.* A more detailed version of this Notice is contained in a Long-form Notice posted on the Settlement website at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com). You are encouraged to read the Long-form Notice for a more in depth explanation of the proposed partial settlement and your rights as they relate to the Settlement.

## IF YOU PURCHASED INSURANCE THROUGH CERTAIN SYNDICATES AT LLOYD'S, LONDON DURING THE PERIOD JANUARY 1, 1997, THROUGH MARCH 25, 2019, YOU COULD GET MONEY FROM A PARTIAL CLASS ACTION SETTLEMENT THAT MAY AFFECT YOUR RIGHTS

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### WHO ARE THE ATTORNEYS FOR THE CLASS AND THE SETTLING DEFENDANTS?

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# EXHIBIT B5

## Risk Management

Below is a Summary Notice of a proposed partial class action settlement reached in a class action lawsuit pending in the United States District Court for the District of New Jersey known as *Lincoln Adventures, LLC et al. vs. Those Certain Underwriters at Lloyd's, et al.* A more detailed version of this Notice is contained in a Long-form Notice posted on the Settlement website at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com). You are encouraged to read the Long-form Notice for a more in depth explanation of the proposed partial settlement and your rights as they relate to the Settlement.

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New York, NY 10022

### HOW CAN I OBTAIN ADDITIONAL INFORMATION?

If you think that you may be a Class Member, you can obtain more information, including a copy of the Long-form Notice, the Claim Form, the Settlement Agreement, and other documents relating to the Settlement by visiting [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com) or by contacting the Settlement Claims Administrator at 1-877-298-4134.

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK**

# EXHIBIT B6

## Risk & Insurance

Below is a Summary Notice of a proposed partial class action settlement reached in a class action lawsuit pending in the United States District Court for the District of New Jersey known as *Lincoln Adventures, LLC et al. vs. Those Certain Underwriters at Lloyd's, et al.* A more detailed version of this Notice is contained in a Long-form Notice posted on the Settlement website at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com). You are encouraged to read the Long-form Notice for a more in depth explanation of the proposed partial settlement and your rights as they relate to the Settlement.

## IF YOU PURCHASED INSURANCE THROUGH CERTAIN SYNDICATES AT LLOYD'S, LONDON DURING THE PERIOD JANUARY 1, 1997, THROUGH MARCH 25, 2019, YOU COULD GET MONEY FROM A PARTIAL CLASS ACTION SETTLEMENT THAT MAY AFFECT YOUR RIGHTS

A proposed partial class action settlement has been reached with some, but not all, of the Lloyd's Syndicates who are Defendants in the case and sold insurance to policyholders in the United States. Plaintiffs assert causes of action against the Defendants for violation of the Racketeer Influenced and Corrupt Organizations Act, civil conspiracy, and unjust enrichment based on allegations that Defendants engaged in a deceptive scheme to conceal the lack of competition in the Lloyd's Market. The Settling Defendants deny the allegations made against them.

The Syndicates that have settled are Syndicate Nos. 0033, 0102, 0382, 0435, 0570, 0609, 0623, 0958, 1183, 1886, 2001, 2623, and 2987 (the "Settling Defendants"). The Syndicates who are Defendants in the case, but who have not settled, are Syndicate Nos. 0510, 0727, 1003, 1084, 1096, 1245, 2003, 2020, 2488, and 2791 (the "Non-Settling Defendants"). The case will continue to be litigated against the Non-Settling Defendants.

### WHAT ARE YOUR LEGAL RIGHTS AND IMPORTANT DEADLINES?

If you do not want to be legally bound by the Settlement, you must exclude yourself in writing from the Class by **August 28, 2019**. The steps you must follow to be excluded are described in the Long-form Notice, which is available at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com). You can also obtain a copy of the Long-form Notice by mail or email by calling the toll-free number at 1-877-298-4134 between the hours of 8:00 a.m. and 5:00 p.m. Central Time, or by emailing [info@SyndicateSettlement.com](mailto:info@SyndicateSettlement.com). If you do not exclude yourself, but instead stay in the Class, you may object or comment on the Settlement, the Plan of Allocation, the application for attorneys' fees and expenses, or service awards to the class representatives by **August 28, 2019**. The procedure on how to object or comment is described in the Long-form Notice at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com).

There is a Fairness Hearing scheduled on **September 18, 2019, at 10:30 a.m. Eastern Time**, at which the Court will consider whether to approve the Settlement, the Plan of Allocation, an award of attorneys' fees and expenses, and service awards for the class representatives. The hearing will take place in Courtroom 5B in the United States Courthouse located at Martin Luther King Building and U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07101. The Court may choose to change the date and/or time of the hearing without further notice of any kind. If you plan to attend the hearing, you should confirm the date and time by checking the website at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com) or by calling the toll-free number at 1-877-298-4134. At the hearing, the Court will consider objections that have been properly made by Class members. If the Court finds the Settlement to be fair, reasonable and adequate, it will approve the Settlement. You may choose to attend the hearing, either in person or through an attorney hired at your own expense, but attendance is not required. If you choose to attend the hearing and intend to make a presentation to the Court, you or your attorney must follow the procedures set forth in the Long-form Notice, at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com).

**A NOTICE OF INTENTION TO APPEAR MUST BE RECEIVED BY THE COURT AND THE COUNSEL IDENTIFIED BELOW NO LATER THAN AUGUST 28, 2019.**

If the Court approves the Settlement, then the Settling Defendants will be dismissed from the case. Class members who have not properly requested exclusion from the Class will be deemed to have released the Settling Defendants from all claims related to the case and will not be able to sue the Settling Defendants for any of the conduct that was the subject of the case. The full text of the Release is set forth in the Long-form Notice at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com).

### WHO IS INCLUDED IN THE CLASS?

The Settlement affects members of the Class, which are, with certain limited exceptions, all persons and entities in the United States who, during the period January 1, 1997, through March 25, 2019 (the "Class Period"), purchased or renewed a contract of insurance (an insurance policy, not reinsurance) with any of the Defendants. The complete description of the Class is set forth in the Long-form Notice at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com).

### WHAT DOES THE SETTLEMENT PROVIDE?

The Settling Defendants have agreed to make separate payments to settle the claims against them. The total amount of these payments is \$21,950,000. After deducting the amounts approved by the Court for settlement and claims administration costs, attorneys' fees and litigation expenses, and service awards for the class representatives, these funds will be paid to members of the Class. Each Settling Defendant that pays its individual share is entitled to the release and other provisions of the Settlement. In addition, each of the Settling Defendants that still sell insurance at Lloyd's of London has agreed to implement business reforms for a five-year period. The complete description of these business reforms is set forth in the Long-form Notice at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com).

### WHO WILL RECEIVE A PAYMENT?

Payments to Class members will be according to the Plan of Allocation, which is included in the Long-form Notice at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com). To receive a payment, Class members **must** submit a Claim Form by **October 25, 2019**, as more fully described in the next paragraph.

### HOW DO I RECEIVE A PAYMENT FROM THE SETTLEMENT?

To be eligible for a payment, a Class member must submit a Claim Form on or before **October 25, 2019**. Claim Forms are available at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com). Claim Forms can be requested from the Claims Administrator by calling the toll-free number at 1-877-298-4134 between the hours of 8:00 a.m. and 5:00 p.m. Central Time, or by email at [info@SyndicateSettlement.com](mailto:info@SyndicateSettlement.com). Claim Forms can be completed online at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com), or mailed to the Claims Administrator at Syndicate Settlement, c/o A.B. Data, Ltd., P.O. Box 173075, Milwaukee, WI 53217. If the Court finally approves the Settlement, each Class member who wishes to claim part of the Settlement **must** submit a Claim Form by **October 25, 2019**. It is the responsibility of the Class member to provide truthful and accurate information, and to update any information, including contact and address information, to the Claims Administrator, when appropriate.

### WHO ARE THE ATTORNEYS FOR THE CLASS AND THE SETTLING DEFENDANTS?

The Attorneys for the Class are:

Rachel L. Jensen  
ROBBINS GELLER RUDMAN  
& DOWD LLP  
655 West Broadway, Suite 1900  
San Diego, CA 92101

Robert S. Schachter  
ZWERLING, SCHACHTER  
& ZWERLING, LLP  
41 Madison Avenue  
New York, NY 10010

The Attorneys for the Settling Defendants are:

Matthew M. Burke  
ROBBINS KAPLAN LLP  
Prudential Tower  
800 Boylston Street, Suite 2500  
Boston, MA 02199

John M. Toriello  
HOLLAND & KNIGHT LLP  
31 West 52nd Street, 12th Floor  
New York, NY 10019

Abigail Nitka  
MESSNER REEVES LLP  
805 Third Avenue, 18th Floor  
New York, NY 10022

### HOW CAN I OBTAIN ADDITIONAL INFORMATION?

If you think that you may be a Class Member, you can obtain more information, including a copy of the Long-form Notice, the Claim Form, the Settlement Agreement, and other documents relating to the Settlement by visiting [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com) or by contacting the Settlement Claims Administrator at 1-877-298-4134.

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK**

# EXHIBIT B7

## PR Newswire

# Robbins Geller Rudman & Dowd LLP and Zwerling, Schachter & Zwerling, LLP Announce a Proposed Partial Settlement of Lincoln Adventures, LLC, et al. vs. Those Certain Underwriters at Lloyd's, et al

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NEWS PROVIDED BY  
**Robbins Geller Rudman & Dowd LLP  
and Zwerling, Schachter & Zwerling,  
LLP →**  
Jun 17, 2019, 13:00 ET

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SAN DIEGO and NEW YORK, June 17, 2019 /PRNewswire/ --

**IF YOU PURCHASED INSURANCE THROUGH CERTAIN SYNDICATES AT  
LLOYD'S, LONDON DURING THE PERIOD JANUARY 1, 1997, THROUGH  
MARCH 25, 2019, YOU COULD GET MONEY FROM A PARTIAL CLASS  
ACTION SETTLEMENT THAT MAY AFFECT YOUR RIGHTS**

A proposed partial class action settlement has been reached with some, but not all, of the Lloyd's Syndicates who are Defendants in the case and sold insurance to policyholders in the United States. Plaintiffs assert causes of action against the Defendants for violation of the Racketeer Influenced and Corrupt Organizations Act, civil conspiracy, and unjust enrichment based on allegations that Defendants engaged in a deceptive scheme to conceal the lack of competition in the Lloyd's Market. The Settling Defendants deny the allegations made against them.

The Syndicates that have settled are Syndicate Nos. 0033, 0102, 0382, 0435, 0570, 0609, 0623, 0958, 1183, 1886, 2001, 2623, and 2987 (the "Settling Defendants"). The Syndicates who are Defendants in the case, but who have not settled, are Syndicate Nos. 0510, 0727, 1003, 1084, 1096, 1245, 2003, 2020, 2488, and 2791 (the "Non-Settling Defendants"). The case will continue to be litigated against the Non-Settling Defendants.

**WHAT ARE YOUR LEGAL RIGHTS AND IMPORTANT DEADLINES?**

If you do not want to be legally bound by the Settlement, you must exclude yourself in writing from the Class by **August 28, 2019**. The steps you must follow to be excluded are described in the Long-form Notice, which is

available at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com). You can also opt in a copy of the Long-form Notice by mail or email by calling the toll-free number at 1-877-298-4134 between the hours of 8:00 a.m. and 5:00 p.m. Central Time, or by emailing [info@SyndicateSettlement.com](mailto:info@SyndicateSettlement.com). If you do not exclude yourself, but instead stay in the Class, you may object or comment on the Settlement, the Plan of Allocation, the application for attorneys' fees and expenses, or service awards to the class representatives by **August 28, 2019**. The procedure on how to object or comment is described in the Long-form Notice at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com).

There is a Fairness Hearing scheduled on **September 18, 2019, at 10:30 a.m. Eastern Time**, at which the Court will consider whether to approve the Settlement, the Plan of Allocation, an award of attorneys' fees and expenses, and service awards for the class representatives. The hearing will take place in Courtroom 5B in the United States Courthouse located at Martin Luther King Building and U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07101. The Court may choose to change the date and/or time of the hearing without further notice of any kind. If you plan to attend the hearing, you should confirm the date and time by checking the website at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com) or by calling the toll-free number at 1-877-298-4134. At the hearing, the Court will consider objections that have been properly made by Class members. If the Court finds the Settlement to be fair, reasonable and adequate, it will approve the Settlement. You may choose to attend the hearing, either in person or through an attorney hired at your own expense, but attendance is not required. If you choose to attend the hearing and intend to make a presentation to the Court, you or your attorney must follow the procedures set forth in the Long-form Notice, at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com).

**A NOTICE OF INTENTION TO APPEAR MUST BE RECEIVED BY THE COURT AND THE COUNSEL IDENTIFIED BELOW NO LATER THAN AUGUST 28, 2019.**

If the Court approves the Settlement, then the Settling Defendants will be dismissed from the case. Class members who have not properly requested exclusion from the Class will be deemed to have released the Settling Defendants from all claims related to the case and will not be able to sue the Settling Defendants for any of the conduct that was the subject of the case. The full text of the Release is set forth in the Long-form Notice at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com).

**WHO IS INCLUDED IN THE CLASS?**

The Settlement affects members of the Class, which are, with certain limited exceptions, all persons and entities in the United States who, during the period January 1, 1997, through March 25, 2019 (the "Class Period"), purchased or renewed a contract of insurance (an insurance policy, not reinsurance) with any of the Defendants. The complete description of the Class is set forth in the Long-form Notice at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com).

**WHAT DOES THE SETTLEMENT PROVIDE?**

The Settling Defendants have agreed to make separate payments to settle the claims against them. The total amount of these payments is \$21,950,000. After deducting the amounts approved by the Court for settlement and claims administration costs, attorneys' fees and litigation expenses, and service awards for the class representatives, these funds will be paid to members of the Class. Each Settling Defendant that pays its individual share is entitled to the release and other provisions of the Settlement. In addition, each of the Settling Defendants that still sell insurance at Lloyd's of London has agreed to implement business reforms for a five-year period. The complete description of these business reforms is set forth in the Long-form Notice at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com).

**WHO WILL RECEIVE A PAYMENT?**

Payments to Class members will be according to the Plan of Allocation, which is included in the Long-form Notice at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com). To receive a payment, Class members **must** submit a Claim Form by **October 25, 2019**, as more fully described in the next paragraph.

**HOW DO I RECEIVE A PAYMENT FROM THE SETTLEMENT?**

To be eligible for a payment, a Class member must submit a Claim Form on or before **October 25, 2019**. Claim Forms are available at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com). Claim Forms can be requested from the Claims Administrator by calling the toll-free number at 1-877-298-4134 between the hours of 8:00 a.m. and 5:00 p.m. Central Time, or by email at [info@SyndicateSettlement.com](mailto:info@SyndicateSettlement.com). Claim Forms can be completed online at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com), or mailed to the Claims Administrator at Syndicate Settlement, c/o A.B. Data, Ltd., P.O. Box 173075, Milwaukee, WI 53217. If the Court finally approves the Settlement, each Class member who wishes to claim part of the Settlement **must** submit a Claim Form by **October 25, 2019**. It is the responsibility of the Class member to provide truthful and accurate information, and to update any information, including contact and address information, to the Claims Administrator, when appropriate.

**WHO ARE THE ATTORNEYS FOR THE CLASS AND THE SETTLING DEFENDANTS?**

The Attorneys for the Class are:

Rachel L. Jensen	Robert S. Schachter
ROBBINS GELLER RUDMAN	ZWERLING, SCHACHTER
& DOWD LLP	& ZWERLING, LLP
655 West Broadway, Suite 1900	41 Madison Avenue
San Diego, CA 92101	New York, NY 10010

The Attorneys for the Settling Defendants are:

Matthew M. Burke	John M. Toriello	Abigail Nitka
ROBINS KAPLAN LLP	HOLLAND & KNIGHT LLP	MESSNER REEVES LLP
Prudential Tower	31 West 52nd Street, 12th Floor	805 Third Avenue, 18th Floor
800 Boylston Street, Suite 2500	New York, NY 10019	New York, NY 10022
Boston, MA 02199		

**HOW CAN I OBTAIN ADDITIONAL INFORMATION?**



If you think that you may be a Class Member, we can obtain more information, including a copy of the Long-form Notice, the Claim Form, the Settlement Agreement, and other documents relating to the Settlement.

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK**

SOURCE Robbins Geller Rudman & Dowd LLP and Zwerling, Schachter & Zwerling, LLP

# EXHIBIT C

# **\$21.9 MILLION Syndicate Insurance Settlement**

**For All Businesses and People  
Who Purchased or Renewed a  
Contract of Insurance (Insurance Policy)  
between January 1, 1997 and March 25, 2019  
with any Lloyd's of London Syndicate  
Named as a Defendant.**

**FILE YOUR CLAIM HERE**

**[SyndicateSettlement.com](http://SyndicateSettlement.com)**

# EXHIBIT D

**NOTICE OF PROPOSED PARTIAL CLASS ACTION SETTLEMENT, SETTLEMENT HEARING AND RIGHT TO APPEAR IN A CLASS ACTION LAWSUIT PENDING IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, KNOWN AS *LINCOLN ADVENTURES, LLC, ET AL. VS. THOSE CERTAIN UNDERWRITERS AT LLOYD’S, ET AL.*, CASE NO. 2:08-CV-00235-CCC-JAD (D.N.J.) (THE “LAWSUIT”)**

**THIS NOTICE IS AUTHORIZED BY THE U.S. DISTRICT COURT,  
DISTRICT OF NEW JERSEY (THE “COURT”)**

IF YOU PURCHASED INSURANCE THROUGH CERTAIN SYNDICATES AT LLOYD’S, LONDON DURING THE PERIOD JANUARY 1, 1997, THROUGH MARCH 25, 2019, YOU COULD GET MONEY FROM A PARTIAL CLASS ACTION SETTLEMENT WHICH MAY AFFECT YOUR RIGHTS

**This Notice is not an opinion by the Court as to the merits of any of the claims or defenses in this class action lawsuit. This is not a solicitation from a lawyer.**

IF YOU HAVE ANY QUESTIONS,  
PLEASE CALL THE CLAIMS ADMINISTRATOR TOLL FREE AT 1-877-298-4134 OR VISIT THE WEBSITE DEDICATED TO THE SETTLEMENT AT [WWW.SYNDICATESSETTLEMENT.COM](http://WWW.SYNDICATESSETTLEMENT.COM)

<b>Summary of Your Legal Rights and Options in This Settlement</b>	
<b>Submit a Claim Form by October 25, 2019</b>	<b>The only way to be eligible to receive money from this Settlement is to complete, sign, and return a Claim Form as more fully described in Section I. H., below.</b>
<b>Request Exclusion from the Settlement by August 28, 2019</b>	<b>The only way to bring a separate case, at your own expense, against any of the Settling Defendants for claims arising out of the facts alleged in this Lawsuit is to request exclusion as more fully described in Section V. A., below.</b>
<b>Object to the Settlement by August 28, 2019</b>	<b>If you do not agree with any part of this Settlement, the Plan of Allocation, the application for attorneys’ fees and expenses, or service awards to the class representatives, you may file an objection on or before August 28, 2019, and ask to speak to the Court at the Fairness Hearing as more fully described in Section V.C., below.</b>
<b>Do Nothing</b>	<b>Receive no payment. Lose rights.</b>

**I. BASIC INFORMATION**

**A. What is this Notice?**

This Notice concerns a proposed partial settlement of a class action lawsuit with certain, but not all, of the Lloyd's Syndicates who are Defendants in the Lawsuit that sold insurance to policyholders in the United States (the "Settlement").

The Court has preliminarily approved the Settlement. If you are a member of the Settlement Class (defined below in Section I. B.), you have legal rights and options that you may exercise before the Court considers whether it will grant final approval to the Settlement at the Fairness Hearing (described below in Section I.E.). At the Fairness Hearing, the Court will decide whether the Settlement is fair, reasonable, and provides adequate compensation and benefits to the members of the Settlement Class.

The Honorable Claire C. Cecchi of the United States District Court for the District of New Jersey is overseeing this Lawsuit.

**B. Whom does the Settlement affect?**

The Settlement affects members of the Settlement Class, hereafter referred to as the "Class" or "Class Members." The Class is, with certain limited exceptions, all persons and entities in the United States (including its territories) who, during the period January 1, 1997, through March 25, 2019, purchased or renewed a contract of insurance with any Lloyd's Syndicates named as a defendant in the Lawsuit ("Defendants"). A contract of insurance is an insurance policy, not reinsurance.

The Defendants are those Certain Underwriters at Lloyd's, London who are members of Syndicates 0033, 0102, 0382, 0435, 0510, 0570, 0609, 0623, 0727, 0958, 1003, 1084, 1096, 1183, 1245, 1886, 2001, 2003, 2020, 2488, 2623, 2791, and 2987.

**C. What does the Settlement provide?**

The Settling Defendants, listed below in Section II. C., have agreed to make separate payments to settle the claims against them. The total amount of these separate payments is \$21,950,000 (the "Settlement Amount"). The obligation of each of the Settling Defendants is expressly limited to its respective individual share of the Settlement Amount to which each Settling Defendant has agreed to pay. After deduction of fees and expenses related to providing notice to the Class and the award of Court-approved attorneys' fees and litigation expenses for counsel for the Class, the remaining money will be distributed to Class Members as provided in the Plan of Allocation, attached to this Notice as Addendum A.

**D. Who will receive a payment?**

Only Class Members who timely submit a Claim Form, which is attached to this Notice as Addendum B and available at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com), and who are entitled to payment under the Plan of Allocation, will receive a payment. Payments will be calculated and made based on the premium paid for policies (from publicly-available information and information provided by you in the Claim Form). If you are not sure whether you are a Class Member, you can get help at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com) or by calling toll free at 1-877-298-4134.

**E. What are my legal rights?**

If you do not want to be bound by the Settlement, you must exclude yourself in writing from the Class. The deadline for submitting a request for exclusion is August 28, 2019. The steps you must follow to exclude yourself are described in Section V. A. below. If you do not exclude yourself, but instead stay in the Class, you

may object or comment on the Settlement, the Plan of Allocation, the application for attorneys' fees and expenses, or service awards to the class representatives by August 28, 2019.

The Court will hold a Fairness Hearing to determine whether to approve the Settlement, the Plan of Allocation, the application for attorneys' fees and expenses, or service awards to the class representatives on September 18, 2019, at 10:30 a.m., in Courtroom 5B of the Martin Luther King Building & U.S. Courthouse, located at 50 Walnut Street, Newark, New Jersey 07101. If the Court approves the Settlement (1) the Settling Defendants will be dismissed from the Lawsuit, and (2) any Class Member that has not properly excluded herself, himself, or itself from the Class will be deemed to have released the Settling Defendants from all claims related to the Lawsuit and will not be able to sue the Settling Defendants for any of the conduct that was the subject of the Lawsuit.

**F. What claims am I releasing?**

**The Release as to the Settling Defendants provides:**

The Releasing Plaintiffs release and covenant not to sue on each and every Claim, including, but not limited to, any Unknown Claim that was advanced or could have been advanced in the Action, including, but not limited to: (a) claims relating to broker compensation, so-called "contingent commissions," commissions paid on lineslips, alleged overrides, alleged steering, and alleged bid-rigging arising from or related to the purchase or renewal of any Contract of Insurance; (b) claims relating to the structure and subscription nature of the Lloyd's market and the Society of Lloyd's and its Franchise Performance Directorate and any successor, and the Lloyd's Market Association and its predecessors, including, but not limited to, Federal and State RICO, antitrust, fraud, unfair business practices, and consumer protection claims; and (c) the defense, conduct, and settlement of the Action (the "Released Claims") against the Released Defendants, including Settling Defendants' Counsel. Each of the Releasing Plaintiffs shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged each Released Defendant, including Settling Defendants' Counsel, from all Claims (including Unknown Claims) arising out of, relating to, or in connection with the Released Claims or the Action. Releasing Plaintiffs, by virtue of the Notices, have been informed of Section 1542 of the California Civil Code and expressly waive and relinquish any rights or benefits available to them under this statute and any and all similar provisions, rights, and benefits conferred by any law of any state or territory of the United States or principle of common law that is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

**The Release as to the Plaintiffs, the Class, and their Counsel provides:**

The Settling Defendants will release any claims they may have against the class representatives, the Class, and their attorneys and agents related to the initiation, prosecution, and conduct of the Lawsuit, as set forth in the release contained in the Settlement Agreement (Section XIII.) which is available at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com) ( the "Settlement Agreement").

**G. How will Class Counsel be paid?**

Class Counsel will request to be awarded attorneys' fees in an amount not to exceed one-third of the Settlement Amount and partial payment of their outstanding litigation expenses of no more than \$1,850,000, both of which will be paid out of the Settlement Fund. In addition, Class Counsel will seek a service award of \$15,000 for each of the two Plaintiffs for their many years of time and effort in this Lawsuit, which will be paid out of the Settlement Fund.

**H. How do I make a claim?**

You may use the attached Claim Form or get one online at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com). Once you complete the Claim Form, mail it to the Claims Administrator at Syndicate Settlement, c/o A.B. Data, Ltd., P.O. Box

173075, Milwaukee, WI 53217, or submit it online at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com). **The deadline to submit a Claim Form is October 25, 2019.** It is your responsibility to provide truthful and accurate information and to update any information, including contact and address information, to the Claims Administrator, when appropriate.

If you send a Claim Form by mail, it is deemed submitted when posted, provided that the envelope: (a) shows that first-class postage was affixed or prepaid; and (b) bears a postmark or postage meter with a date no later than the deadline. If sent by private or commercial carrier (*e.g.*, FedEx, UPS, etc.), a Claim Form shall be deemed submitted on the shipping date reflected on the shipping label. If submitted electronically, a Claim Form shall be deemed submitted when uploaded to [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com). The Claims Administrator or Class Counsel, in their discretion, may accept late Claim Forms.

All Claim Forms will be subject to anti-fraud procedures and random or selective audit. The Claims Administrator may require Class Members filing claims (“Claimants”) to provide supporting documentation and/or additional information, as appropriate, in connection with: (i) the initial submission of a Claim Form based on information provided by the Claimant; (ii) a request to aggregate claims; or (iii) an audit.

If it is ultimately determined by the Claims Administrator that the foregoing process is not administratively practicable, then, following consultation among the Plaintiffs and the Settling Defendants (the “Settling Parties”) and approval by the Court, amendments to the process may be made. Any such amendments will be posted on [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com).

## **I. Privacy Notice**

Certain of the Settling Defendants, defined below at Section II. C., may, as insurer, act as data controller of your personal data. For each Settling Defendant, further information regarding its privacy policy may be found in the relevant Settling Defendant’s privacy terms on its website.

## **II. HISTORY OF THE LAWSUIT AND THE SETTLEMENT**

### **A. What is this Lawsuit about?**

On July 13, 2007, the Lawsuit was filed in the United States District Court for the Southern District of Florida. In December 2007, the Lawsuit was transferred to the Court.

Plaintiffs assert causes of action against the Defendants for violation of the Racketeer Influenced and Corrupt Organizations Act, civil conspiracy, and unjust enrichment based on allegations that Defendants engaged in a deceptive scheme to conceal the lack of competition in the Lloyd’s Market. The Settling Defendants deny the allegations made against them.

### **B. What is the status of this Lawsuit?**

The Court stayed the Lawsuit for approximately five years until 2012. Since that time, millions of pages of documents were produced and dozens of depositions were taken. Numerous motions relating to the merits of the Lawsuit and discovery disputes have been filed. On February 12, 2016, the Plaintiffs filed the current complaint. Defendants moved to dismiss the complaint, and the Court in August 2017 denied the motion. After this decision, the parties engaged in mediation, which resulted in a settlement with some, but not all, of the Defendants.

While the case is still currently pending before the Court, in order to avoid the uncertainty of continuing the litigation, the Settling Parties have agreed to settle the Lawsuit. That way, they avoid the cost of further litigation, and Class Members will get the benefits of the Settlement. Class Counsel believe the Settlement is best for all Class Members.



The Court preliminarily certified the Class in its Order dated May 2, 2019. Excluded from the Class are Released Defendants, Defendants not party to this Settlement, persons or entities that request exclusion from the Class (Opt-outs), and the judges presiding over the case and their immediate families. Released Defendants and the Release are described above and are further described in the Settlement Agreement, which may be found at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com).

Plaintiffs' motion for certification of a plaintiff class for litigation purposes has not been filed or decided as of the time the Settlement Agreement was signed. In connection with this Settlement, Plaintiffs have requested that the Court certify a plaintiff class for settlement purposes only.

**C. Who are the Settling Defendants?**

Not all of the Defendants have settled, and the case will continue against those that have not settled. The Settling Defendants consist of the following Lloyd's Syndicates: Nos. 0033, 0102, 0382, 0435, 0570, 0609, 0623, 0958, 1183, 1886, 2001, 2623, and 2987. The Lloyd's Syndicates who are Defendants in the case but who have not settled are Nos. 0510, 0727, 1003, 1084, 1096, 1245, 2003, 2020, 2488, and 2791 (the "Non-Settling Defendants").

**D. Will your participation in the Settlement affect your ability to obtain relief from the Non-Settling Defendants in the action?**

Your participation in the Settlement will not affect your ability to obtain relief from any of the Non-Settling Defendants. Accordingly, if a judgment is entered against one or more of the Non-Settling Defendants, resulting in a damages award, you will be able to participate in that award even if you participate in the Settlement (as long as you fall within any class that the Court might certify in connection with that judgment). Similarly, if Plaintiffs reach a settlement with one or more of the Non-Settling Defendants, you will be able to participate in that settlement if you participate in this Settlement (as long as you are within any class certified in connection with that other settlement).

**E. Will Class Members have to give up anything to participate in the Settlement?**

Yes. If the Settlement is approved, and no longer subject to an appeal, Class Members will release all claims that have been raised or that could have been raised in the Lawsuit against all of the persons and entities as set forth in the Release and the Lawsuit will be dismissed with prejudice as to the Settling Defendants. The effect of the Release is discussed below in Section IV.

**III. SETTLEMENT BENEFITS**

**A. Cash Benefits**

**1. What benefits will be provided under the Settlement Agreement?**

The Settlement Amount of \$21,950,000 will be maintained in an interest-bearing account. The Settlement Amount, plus interest, is referred to as the Settlement Fund. The Settlement Fund, less certain Court-approved fees and expenses (the "Net Settlement Fund"), will be distributed to those Class Members that timely submit a valid Claim Form.

**2. Will the Settlement have tax consequences for you?**

If you receive a payment under the Settlement, there might be resulting tax consequences. Those tax consequences might vary, depending upon individual circumstances. Neither Plaintiffs nor the Settling Defendants can advise you about any tax consequences that might arise from your receipt of monetary

settlement relief. You may wish to consult a tax advisor to determine whether any potential federal, state, local, foreign, or other tax consequences to you will arise from receipt of settlement relief in this Lawsuit.

**B. Non-Cash Benefits – Business Reforms**

Each of the Settling Defendants (except for Syndicate 0102 because it is no longer selling insurance) will agree to the following business practices for a period of five (5) years.

1. To comply with any applicable requirements of the Corporation of Lloyd's or other U.K. regulatory authority on competition law, compensation to producers, and anti-bribery and corruption compliance, including treating customers fairly and paying due regard to their interests and managing conflicts of interest fairly.

2. To adhere to the requirements of the U.K. Bribery Act applicable to it.

3. To adhere to the applicable regulations regarding whistleblowing as set by the appropriate U.K. regulatory authority, including maintenance of appropriate internal procedures for handling reports made by whistleblowers, education of U.K.-based employees, and appointment of a senior-level employee or director to oversee the integrity, independence, and effectiveness of the Syndicate's policies and procedures on whistleblowing, as may be required by these regulations.

4. To comply with all regulatory and legal requirements relating to the information it is permitted to share with any other syndicate regarding the placement of insurance in the Lloyd's Market by U.S. policyholders.

**IV. WHAT WILL BE THE LEGAL EFFECT OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT?**

**A. What is the Court being asked to do?**

If the Court approves the Settlement, the Settling Parties will seek the entry of a Final Order Approving Partial Class Action Settlement ("Final Approval Order") and a Judgment. These documents, which are available at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com), will, among other things:

1. Approve and adopt the terms of the Settlement Agreement.

2. Find that the Settlement is fair, reasonable, and adequate.

3. Finally certify a class for settlement purposes only.

4. Dismiss the Lawsuit with prejudice as to the Settling Defendants, meaning that no Class Members will be able to file another lawsuit or proceeding against any of the persons and entities released in accordance with the Release based upon the claims that have been raised or that could have been raised in the Lawsuit.

5. Incorporate the Release as part of the Final Approval Order and the Judgment.

6. Permanently bar Class Members from filing or participating in any lawsuit or other legal action against any of the Released Defendants arising out of or relating in any way to the claims that have been raised or that could have been raised in this Lawsuit.

7. Enter a Bar Order, the complete text of which is set forth in the Settlement Agreement, available at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com), which provides that:

(i) any and all persons and entities are permanently barred, enjoined, and restrained from commencing, prosecuting, continuing to prosecute, or asserting any claim (including any claim for indemnification, contribution, or attorneys' fees) against any of the Released Defendants where the alleged injury to the barred person or entity is based upon that person's or entity's alleged liability to the Class or any of the Class Members;

(ii) any and all Released Defendants are permanently barred, enjoined, and restrained from commencing, prosecuting, continuing to prosecute, or asserting any claim (including any claim for indemnification or contribution) against a person barred by subdivision (i) above, where the Released Defendant's alleged injury is based solely upon the Released Defendant's alleged liability to the Class or any of the Class Members other than with respect to claims related to coverage under policies issued by Released Defendants to Plaintiffs or any Class Members; and

(iii) there shall be a judgment-reduction credit reducing any judgment that the Class or any of the Class Members might obtain against a barred person or entity in connection with any of the Released Claims by the greater of the settlement amount paid by the Settling Defendants or an amount that corresponds to the Settling Defendants' percentage of responsibility for the loss to the Class or any of the Class Members.

8. Set forth the amount of attorneys' fees and expenses to Class Counsel and service awards to the Plaintiffs, to the extent they are awarded by the Court.

9. Retain jurisdiction over all matters relating to the administration, enforcement, and interpretation of the Settlement.

#### **B. Can a Settling Party terminate the Settlement or change its terms?**

If Class Members representing a certain percentage of the overall number of Class Members mailed the Summary Notice by the Claims Administrator request exclusion from the Settlement, or certain other events identified in the Settlement Agreement occur, then some or all of the Settling Defendants shall have the option to terminate the Settlement Agreement as to themselves and withdraw from the Settlement.

If the Settlement Agreement is terminated, each of the Plaintiffs, Class Members, and the Settling Defendants will be in the same position as he, she, or it was in before the Settlement Agreement was executed; the Settlement Agreement will have no legal effect; and Plaintiffs and the Settling Defendants will continue to litigate the case in the Court.

If the Settlement Agreement is terminated, you will not receive any benefits under the Settlement.

If the Settlement is approved, the Settling Parties will not be able to change the terms of the Settlement Agreement without further Court approval unless (a) the Settling Parties all agree in writing to do so, (b) the change is not materially inconsistent with the Final Approval Order and the Judgment entered by the Court, and (c) the change does not materially affect the rights of Class Members under the Settlement Agreement.

### **V. LEGAL RIGHTS AND OPTIONS**

#### **A. What are your options as to the Settlement?**

If you are a member of the Class, you may either (a) participate in the Settlement by submitting a Claim Form (in which case you may receive benefits under the Settlement in accordance with the Plan of Allocation, if approved); (b) request exclusion from the Class (in which case you will receive no benefits under the Settlement and you will not be bound by the Release provided by the Settlement); or (c) do nothing, in which case you give up your ability to receive a payment from the Net Settlement Fund and will be bound by the release and other settlement terms as approved by the Court.

1. If you wish to participate in the Settlement, you need only submit a Claim Form by **October 25, 2019**.

2. If you wish to participate in the Settlement, but you object to any term of the Settlement, in addition to submitting a Claim Form, you may submit an objection to the Court.

3. If you are a Class Member, but wish to be excluded from the Class, you must send by first-class mail to the Claims Administrator at Syndicate Settlement, EXCLUSIONS, P.O. Box 173001, Milwaukee, WI 53217, a written request for exclusion that must be delivered or postmarked no later than **August 28, 2019**, or as the Court may otherwise direct. A request to be excluded from the Class must include the following information: (i) name; (ii) address; (iii) telephone number; (iv) email address (if applicable); and (v) information about each contract of insurance relating to the Settlement, including (a) the Syndicate(s) that issued the contract(s), (b) policy numbers, (c) face amount of each policy, (d) annual premium, and (e) effective date and expiration date for each policy.

**IF YOU DO NOT SUBMIT A TIMELY WRITTEN REQUEST FOR EXCLUSION AS PROVIDED ABOVE, YOU WILL BE BOUND BY ALL OF THE TERMS OF THE SETTLEMENT, INCLUDING THE RELEASE, WHICH IS AVAILABLE AT WWW.SYNDICATESETTLEMENT.COM AND BY ALL PROCEEDINGS, ORDERS, AND JUDGMENTS IN THIS LAWSUIT.**

## **B. Fairness Hearing**

In its May 2, 2019 Order, the Court scheduled the Fairness Hearing for September 18, 2019, at 10:30 a.m. Eastern Time, at which the Court will consider whether to approve the Settlement, the Plan of Allocation, an award of attorneys' fees and expenses, and service awards for the class representatives. The hearing will take place in Courtroom 5B in the United States Courthouse located at Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07101. **The Court may choose to change the date and/or time of the Fairness Hearing without further notice of any kind.**

At the Fairness Hearing, the Court will consider objections by Class Members. If the Court finds the Settlement to be fair, reasonable, and adequate, it will enter the Final Approval Order and the Judgment.

If you plan to attend the hearing, you should confirm the date and time by checking the settlement website at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com) or by calling the toll-free number at 1-877-298-4134. You may attend the Fairness Hearing, either in person or through an attorney hired at your own expense, but attendance is not required. If you have made a written objection, you (or your attorney) may appear at the Fairness Hearing to present the objection, but you are not required to do so. If you choose to attend the hearing and intend to make a presentation to the Court, you (or your attorney) must file a notice of your intention to appear.

**THE COURT AND THE COUNSEL IDENTIFIED BELOW MUST RECEIVE A NOTICE OF INTENTION TO APPEAR NO LATER THAN AUGUST 28, 2019.**

## **C. What must you do if you wish to object to the Settlement?**

1. If you are a Class Member and do not exclude yourself from the Class, you may object to the Settlement, any term of the Settlement Agreement, the Plan of Allocation, Class Counsel's application for attorneys' fees and expenses, or the requested service awards to the class representatives.

2. Your objection must be in writing and must provide evidence of your membership in the Class. Your written objection should also state the specific reason(s), if any, for the objection, including any legal support you wish to bring to the Court's attention and any evidence you wish to introduce in support of your objection.

3. Your written objection (and any support for it) must be **received** by the Court (Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07101) and by the following counsel no later than **August 28, 2019** (or as the Court may otherwise direct):

***For Plaintiffs and the Class:***

Rachel L. Jensen  
ROBBINS GELLER RUDMAN  
& DOWD LLP  
655 West Broadway, Suite 1900  
San Diego, CA 92101

Robert S. Schachter  
ZWERLING, SCHACHTER  
& ZWERLING, LLP  
41 Madison Avenue  
New York, NY 10010

***For the Settling Defendants:***

Matthew M. Burke  
ROBINS KAPLAN LLP  
Prudential Tower  
800 Boylston Street, Suite 2500  
Boston, MA 02199

John M. Toriello  
HOLLAND & KNIGHT LLP  
31 West 52<sup>nd</sup> Street, 12<sup>th</sup> Floor  
New York, NY 10019

Abigail Nitka  
MESSNER REEVES LLP  
805 Third Avenue, 18<sup>th</sup> Floor  
New York, NY 10022

4. If you hire an attorney in connection with making an objection, that attorney must file with the Court and serve on the counsel identified above a notice of appearance. If you hire an attorney in connection with making an objection (or for any other purpose relating to the Settlement), you will be responsible for all fees and expenses that the attorney incurs on your behalf.

**THE COURT AND THE COUNSEL IDENTIFIED ABOVE MUST RECEIVE THE NOTICE OF APPEARANCE NO LATER THAN AUGUST 28, 2019.**

5. If you make a written objection as set out above, you either may choose to speak, in person or through an attorney hired at your own expense, at the Fairness Hearing described above. You are not required to attend the Fairness Hearing. Failure to attend the hearing will not prevent the Court from considering your objection. If you (or your attorney) intend to speak at the hearing, you must file with the Court and serve on the counsel identified above a notice of intention to appear.

**THE COURT AND THE COUNSEL IDENTIFIED ABOVE MUST RECEIVE THE NOTICE OF INTENTION TO APPEAR BY NO LATER THAN AUGUST 28, 2019.**

If you fail to comply with any of the provisions of this Section V, you will waive and forfeit any and all rights that you may otherwise have to object to the Settlement, any of its terms, the Settlement Agreement, the Plan of Allocation, Class Counsel's application for attorneys' fees and expenses, or the requested service awards to the class representatives, and you shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in this Lawsuit.

**VI. COUNSEL REPRESENTING CLASS MEMBERS**

**A. How will Class Counsel be paid?**

Class Counsel will file an application with the Court for an award of attorneys' fees and expenses for their representation of Class Members in this Lawsuit. The Court will consider this application at the Fairness Hearing, and the Court will decide the amount of fees and expenses to be awarded.

Class Counsel have agreed that they will not apply to the Court for more than one-third of the Settlement Amount and will request an award of litigation expenses in an amount not to exceed \$1,850,000. If fees and expenses are awarded, they will be paid solely from the Settlement Fund.

## **VII. GETTING MORE INFORMATION**

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

The website at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com) contains a copy of the settlement-related documents, including the Settlement Agreement and all of its attachments. You may also obtain information by calling the Claims Administrator at 1-877-298-4134, Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Time.

You may examine the Settlement Agreement, the Court's orders, and the other papers filed in the case at the Office of the Clerk, United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Room 4015, Newark, New Jersey 07101 during the business hours of the Court.

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE FOR INFORMATION**



## PLAN OF ALLOCATION

### INTRODUCTION

This Plan shall govern the administration and distribution of the Net Settlement Fund (“Fund”) and the procedures the Claims Administrator will use to administer and pay claims made by Class Members from the Fund.

### DISTRIBUTION TO CLASS MEMBERS

The Fund shall consist of the Settlement Amount and any interest earned, less, as approved by the Court: (i) Taxes and Tax Expenses; (ii) an Attorneys’ Fee and Expense Award and Service Awards; and (iii) Notice and Administration Expenses.

Class Members are entitled to receive a payment from the Fund (“Authorized Claimants”) through a process that is fair and equitable, and which distributes the Fund in accordance with the relative economic interests as measured by the amount of premium paid to Defendants over the period January 1, 1997, through March 25, 2019 (“Class Period”). At the same time, the Plan ensures that the administration is as simple and cost-effective as possible and imposes minimal burdens on Authorized Claimants. Consistent with these goals, the Plan will allocate the Fund among Authorized Claimants in a way that is proportional to the relative economic interests of Class Members, and will rely, to the extent possible, on data available to Plaintiffs’ Counsel and the Claims Administrator, and by information provided by Authorized Claimants on the Claim Form respecting the premium paid.

The Plan proposes to determine the amount that each Authorized Claimant paid in premium to the Defendants during the Class Period based upon the best information available or a reasonable estimate of the total premium attributable to each Authorized Claimant. The premium paid will be determined or estimated by data previously obtained by Plaintiffs’ Counsel from Defendants, third-party coverholders, brokers, a settlement database from MDL 1663, publicly-available information, and information provided by Authorized Claimants.

The Claims Administrator will make its best estimate of premium paid to the Defendants over the Class Period. The actual claim value amount of any individual Authorized Claimant will be impacted by the amount of premium paid by the entire group of Authorized Claimants. Each Authorized Claimant will receive his, her, or its *pro rata* share of the Fund that is equal to its percentage share of the total premium paid by all Authorized Claimants (the “Initial Distribution”).

If an Initial Distribution for an Authorized Claimant is less than \$10.00, that Authorized Claimant shall not receive an Initial Distribution.

### DISTRIBUTION OF REMAINING BALANCE OF THE FUND

The Initial Distribution and reallocation(s) shall be consistent with the Settlement Agreement. With respect to any amount remaining in the Fund after the Initial Distribution, a minimum payment threshold amount shall be determined by Class Counsel after consultation with the Claims Administrator regarding factors bearing on the economic feasibility of re-distributions (such as the costs of mailing checks, the total amount of funds to be distributed, and the number of Authorized Claimants that cashed their initial distributions). Class Counsel, with approval of the Court, may elect to delay the re-distribution of such balance in the event they believe that settlements or judgments may be reached with Non-Settling Defendants, and waiting to re-distribute would be in the best interest of the Class.





**RESPONSE DUE DATE**  
**Postmarked or Submitted**  
**Online By October 25, 2019**

Syndicate Settlement  
 c/o A.B. Data, Ltd.  
 P.O. Box 173075  
 Milwaukee, WI 53217

**FOR OFFICIAL**  
**USE ONLY**

**SYNDICATE SETTLEMENT CLAIM FORM**

If you are a Settlement Class Member as defined on page 2 of the Notice of Proposed Partial Class Action Settlement, Settlement Hearing and Right to Appear (“Notice”) with respect to the purchase of insurance coverage from the Defendants described on page 2 of the Notice where the coverage inceptioned or renewed during the period January 1, 1997, through March 25, 2019, you must complete the following form for each such insurance that you purchased or renewed and mail it to the address listed above in order to participate in the Settlement for such policies. You may also complete the form online at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com). This claim form must be postmarked or submitted online by **October 25, 2019**.

**Claimant Information**

Contact Name  Contact Title

Company/Organization/Insured Name

Address

City  State  Zip Code

Phone Number/Extension  Email Address

**Policy Information**

Name(s) of Lloyd’s Syndicate(s)	Policy Number	Total Premium Paid (\$000,000.00)	Date of Policy (MM/DD/YYYY)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Broker Name <input type="text"/>			
Broker Street Address <input type="text"/>			
Broker City <input type="text"/>	Broker State <input type="text"/>	Broker Zip Code <input type="text"/>	Broker Phone Number <input type="text"/>

**I certify under the penalty of perjury that the information above is true and correct and that the submission of false information may subject me to civil and/or criminal penalties.**

\_\_\_\_\_  
 Signature

\_\_\_ \_\_\_ / \_\_\_ \_\_\_ / \_\_\_ \_\_\_  
 Date

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

Name(s) of Lloyd's Syndicate(s)		Policy Number	Total Premium Paid (\$000,000.00)	Date of Policy (MM/DD/YYYY)
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Broker Name				
Broker Street Address				
Broker City	Broker State	Broker Zip Code	Broker Phone Number	

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX

# EXHIBIT E

**RESPONSE DUE DATE**  
**Postmarked or Submitted**  
**Online By October 25, 2019**

Syndicate Settlement  
 c/o A.B. Data, Ltd.  
 P.O. Box 173075  
 Milwaukee, WI 53217

**FOR OFFICIAL**  
**USE ONLY**

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Address

City  State  Zip Code

Phone Number/Extension  Email Address

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Broker Name <input type="text"/>			
Broker Street Address <input type="text"/>			
Broker City <input type="text"/>	Broker State <input type="text"/>	Broker Zip Code <input type="text"/>	Broker Phone Number <input type="text"/>

**I certify under the penalty of perjury that the information above is true and correct and that the submission of false information may subject me to civil and/or criminal penalties.**

\_\_\_\_\_  
 Signature

\_\_\_ \_\_\_ / \_\_\_ \_\_\_ / \_\_\_ \_\_\_  
 Date

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title



Name(s) of Lloyd's Syndicate(s)		Policy Number	Total Premium Paid (\$000,000.00)	Date of Policy (MM/DD/YYYY)
Broker Name				
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Broker Name				
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