

# Legal notice about a class action settlement involving payment of medical expenses under Liberty auto policies.

*A court authorized this notice. This is not a solicitation from a lawyer.*

- A proposed settlement has been reached in a class-action lawsuit about payments to medical providers and injured people for medical treatment under certain auto policies issued by several insurance company affiliates of Liberty Mutual and Safeco (together called “Liberty”; see page 3)
- The settlement will pay money to eligible people who submit valid claim forms.
- If you are included in the settlement, your legal rights will be affected whether you act, or don’t act. Read this notice carefully.

## **CLASS MEMBERS’ RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

<b>SUBMIT A CLAIM FORM</b>	Claimant and Provider Class members can request a payment, as described in this notice.
<b>ASK TO BE EXCLUDED</b>	Get no payment. The only option that allows you to sue Liberty over the claims resolved by this settlement.
<b>OBJECT</b>	Write to the Court about why it should reject the settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about an objection.
<b>DO NOTHING</b>	Get no payment. Give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Money will be distributed if the Court does so, and after any appeals are resolved. Please be patient.

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## BASIC INFORMATION

### 1. Why was this notice issued?

A Court authorized this notice because you have a right to know about a proposed settlement of this class action, including the right to claim money, and about all of your options, before the Court decides whether to give “final approval” to the settlement. If the Court approves the settlement, and after any appeals are resolved, payments will be made to everyone who submitted a valid claim. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them.

Judge Lopinot in the Circuit of Illinois for St. Clair County is overseeing this class action. The case is known as *Lebanon Chiropractic Clinic, P.C. v. Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, Safeco Insurance Company of America, and Safeco Insurance Company of Illinois*, Case No. 14-L-521. The people who sued are called the “Plaintiffs,” and the companies they sued, together referred to as “Liberty,” are called the “Defendants.”

### 2. What Liberty insurance companies are part of the settlement?

The settlement includes these “Liberty” insurers: Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, The First Liberty Insurance Corporation, Liberty Personal Insurance Company, Liberty Insurance Corporation, Liberty Lloyds of Texas Insurance Company, LM General Insurance Company, LM Personal Insurance Company, Safeco Insurance Company of America, Safeco Insurance Company of Illinois, Safeco Insurance Company of Indiana, Safeco Insurance Company of Oregon, Safeco National Insurance Company, Safeco Surplus Lines Insurance Company, General Insurance Company of America, First National Insurance Company of America, American States Insurance Company, American States Preferred Insurance Company, and American Economy Insurance Company.

### 3. What is this lawsuit about?

The lawsuit claimed that Liberty improperly used undisclosed computerized bill-review systems to limit payments to medical providers and/or reimbursements to injured people for medical treatments covered by the Medical Payments (“MedPay”) and Personal Injury Protection (“PIP”) coverage provided under personal auto policies. Liberty has denied all of these claims, and maintains that it did not act wrongfully or unlawfully.

### 4. What is a covered medical treatment?

A covered medical treatment includes any medical treatment, medical service, medication, or prosthesis for an injury covered by the MedPay and/or PIP coverage provided by the personal auto policy.

### 5. What is a class action?

In a class action, one or more people called “Class Representatives” (in this case, Lebanon Chiropractic Clinic, P.C.) sue on behalf of people who have similar claims. All these people are a “Class” or “Class members.” One court resolves the issues for all Class members, except for those who exclude themselves from the Class.

### 6. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Liberty. Instead, both sides agreed to settle. That way, they avoid the cost of a trial, and the people affected will get compensation. The Class Representatives and their attorneys think the settlement is best for all Class members. The settlement does not mean that Liberty did anything wrong.

## WHO IS IN THE SETTLEMENT

To see if you can get benefits from this settlement, you first have to decide if you are a Class member.

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

The settlement involves claims for medical expenses under personal auto policies issued by Liberty during certain dates (called the “Class Period”) and delivered to policyholders in the following “Settlement States”: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, North Dakota, Ohio, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, Wisconsin and Wyoming.

Class Period: The “Class Period” for the settlement varies by state:

- Alaska, California, Colorado, District of Columbia, Maryland, Michigan, New Hampshire, North Carolina, South Carolina, and Texas: June 25, 2010, through October 31, 2014;
- Arkansas, Idaho, Kansas, Missouri, Nebraska, and Virginia: June 25, 2009, through October 31, 2014;
- Alabama, Arizona, Connecticut, Georgia, Maine, Massachusetts, Minnesota, Mississippi, Nevada, New Mexico, North Dakota, South Dakota, Tennessee, Vermont, Washington, and Wisconsin: June 25, 2008, through October 31, 2014;
- Montana and Ohio: June 25, 2006, through October 31, 2014;
- Illinois, Indiana, Iowa, Louisiana, and Wyoming: June 25, 2004, through October 31, 2014;

The settlement includes three different subclasses:

Policyholder Subclass: Every person who, on October 31, 2014, was named as an insured in a personal automobile policy that was delivered by Liberty or one of its agents to a policyholder in one of the Settlement States and that provided MedPay or PIP coverage (a “Liberty Policy”).

Claimant Subclass: Every person who, during the Class Period:

- suffered an injury covered by the MedPay or PIP coverage provided by a Liberty Policy,
- received a covered treatment for the covered injury,
- submitted (including by others on his or her behalf) a claim for payment or reimbursement of the costs of the covered treatment under the MedPay and/or PIP coverage provided by the Liberty Policy, and
- received from Liberty as payment or reimbursement for at least one covered treatment (through payments to himself, herself, or to others on his or her behalf) an amount that was less than the charge billed for that treatment because Liberty or one of its agents determined solely through the use of a computerized bill-review system that the charge billed for that treatment exceeded the usual, customary, or reasonable amount for that treatment.

Provider Subclass: Every person who, during the Class Period:

- provided covered treatment to a member of the Claimant Subclass for a covered injury,
- sought payment for that covered treatment under the MedPay or PIP coverage provided by the Liberty Policy, and
- received from Liberty as payment for the covered treatment an amount that was less than the charge billed for that treatment because Liberty or one of its agents determined solely through the use of a computerized bill-review system that the charge billed for that treatment exceeded the usual, customary, or reasonable amount for that treatment.

## **8. How do I know if I am part of the Policyholder Subclass?**

This series of questions may help you decide if you are part of the Policyholder Subclass:

- Did you buy (or were you named as an insured in) a personal auto policy issued by one of the Liberty insurers listed under Question 2?  
If Yes, continue. If No, stop - you are not a Policyholder Subclass member.
- Was the policy in force on October 31, 2014?  
If Yes, continue. If No, stop - you are not a Policyholder Subclass member.
- Was the policy delivered in one of the Settlement States listed under Question 7?  
If Yes, continue. If No, stop - you are not a Policyholder Subclass member.
- Did the policy provide MedPay or PIP coverage?  
If Yes, continue. If No, stop - you are not a Policyholder Subclass member.

If you answered yes to ALL of these questions you are probably a Policyholder Subclass member. Please see Question 9 to see if you are included in the Claimant Subclass.

## **9. How do I know if I am part of the Claimant Subclass?**

This series of questions may also help you decide if you are part of the Claimant Subclass. You do not have to be a Liberty policyholder to be in this Subclass. Answer the following questions for the Class Period defined for your state under Question 7:

- Did you suffer an injury covered by the MedPay or PIP coverage provided by a personal auto policy that was issued by one of the Liberty insurers listed under Question 2?  
If Yes, continue. If No, stop - you are not a Claimant Subclass member.
- Was the policy delivered in one of the Settlement States listed under Question 7?  
If Yes, continue. If No, stop - you are not a Claimant Subclass member.
- Did you receive a covered medical treatment for your injury?  
If Yes, continue. If No, stop - you are not a Claimant Subclass member.
- Did you seek payment for this covered treatment under the MedPay or PIP coverage provided by the Liberty Policy (or did someone else seek payment on your behalf)?  
If Yes, continue. If No, stop - you are not a Claimant Subclass member.
- Did you (or someone else on your behalf) receive, for at least one covered treatment, a reimbursement that was less than the amount billed for that treatment?  
If Yes, continue. If No, stop - you are not a Claimant Subclass member.
- Did you (or someone else on your behalf) receive a written Explanation of Benefits (EOB), Explanation of Payment (EOP), or Explanation of Review (EOR) indicating that Liberty or one of its agents determined that the amount billed for that treatment exceeded the usual, customary, or reasonable allowance for that treatment?  
If Yes, continue. If No, stop - you are not a Claimant Subclass member.

If you answered yes to ALL of these questions you are probably a Claimant Subclass member. Note that you don't have to be a Liberty policyholder to be in the Claimant Subclass.

#### **10. How do I know if I am part of the Provider Subclass?**

This series of questions may help you decide if you are part of the Provider Subclass. A provider includes a medical provider, that is, any hospital, clinic, pharmacy, physician, physician's assistant, chiropractor, nurse, nurse practitioner, emergency medical technician, and/or any other person who provided medical treatment, medical services, medication, or prosthesis for an injury covered by MedPay or PIP coverage provided by the personal auto policy. Answer the following questions for the Class Period defined for your state under Question 7:

- Did you provide a covered treatment to a member of the Claimant Class described under Question 7?  
If Yes, continue. If No, stop - you are not a Provider Subclass member.
- Did you seek payment for that covered treatment under the MedPay or PIP coverage provided by a Liberty Policy described under Question 7?  
If Yes, continue. If No, stop - you are not a Provider Subclass member.
- Did you receive from Liberty, for at least one covered treatment, a reimbursement that was less than the amount billed for that treatment?  
If Yes, continue. If No, stop - you are not a Provider Subclass member.
- Did you (or someone else on your behalf) receive a written Explanation of Benefits (EOB), Explanation of Payment (EOP), or Explanation of Review (EOR) indicating that Liberty or one of its agents determined that the amount billed for that treatment exceeded the usual, customary, or reasonable amount for that treatment?  
If Yes, continue. If No, stop - you are not a Provider Subclass member.

If you answered yes to ALL of these questions you are probably a Provider Subclass member.

#### **11. What are Ingenix and FAIRHealth databases?**

The Ingenix MDR database was a large database containing information regarding medical providers and amounts they charged for particular medical services. Liberty used information from the Ingenix MDR database to calculate the usual and customary charges for specific medical services within a particular geographic area. In June 2011, Liberty discontinued use of the Ingenix MDR database and began using new medical-charge databases maintained and distributed by a non-profit company called FAIRHealth. The FAIRHealth databases were created to address criticisms that were raised about Ingenix databases.

#### **12. How do I know whether Liberty used an Ingenix or FAIRHealth database to make a determination about my reimbursement?**

Liberty's use of an Ingenix or FAIRHealth database would have been noted in a written Explanation of Benefits (EOB), Explanation of Payment (EOP), or Explanation of Review (EOR) that came from Liberty about your claim or with your payment by a statement that the amount billed for treatment exceeded the usual, customary, or reasonable amount or allowance.

#### **13. Are there exceptions to being included?**

The attorneys representing the Class, all released parties, "Neutral Evaluators," and Illinois judges are not included in the Class. Neutral Evaluators are people who will help the Court resolve disputes about claims in the settlement (*See* Question 22).

#### **14. I'm still not sure I'm included.**

If you are not sure whether you are included in the Class, you may call the toll free number 1-866-591-7240 with questions.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 15. What does the settlement provide?

The settlement will pay cash to eligible Claimant and Provider Subclass members who timely submit properly completed claim forms. Although there is no cap on the total amount of such payments, Liberty estimates that the total payable to Claimant and Provider Subclass members in accordance with the Settlement is approximately \$3.6 million.

The settlement also provides that, over the next five years, Liberty will use the publicly available FairHealth database and agreed methods to determine the amount to pay providers and/or reimburse claimants for covered MedPay and PIP claims, and Liberty will publicize those methods on its website, [www.libertymutual.com](http://www.libertymutual.com), and in materials provided to policyholders, claimants, and medical providers. A Settlement Agreement, available at [www.LebanonPipSettlement.com](http://www.LebanonPipSettlement.com), describes all of the details about the proposed settlement.

### 16. How do I qualify for a payment if I'm a Policyholder Subclass member?

To be eligible for a payment, you must also be a member of the Claimant or Provider Subclass.

### 17. How do I qualify for a payment if I'm a Claimant Subclass member?

You're eligible as a Claimant Subclass member if you show you paid a medical provider at least a portion of the difference between (a) the amount billed by the provider for a covered treatment and (b) the amount reimbursed by Liberty for that treatment due to its determination through use of Ingenix MDR databases that the charge billed for the treatment exceeded the usual, customary, or reasonable amount for that treatment.

### 18. How do I qualify for a payment if I'm a Provider Subclass member?

You're eligible as a Provider Subclass member if you show that you did not collect from the patient or any other source the full amount of the difference between (a) the amount billed for a covered treatment and (b) the amount reimbursed by Liberty for that treatment due to its determination through use of Ingenix MDR databases that the amount billed for that treatment exceeded the usual, customary, or reasonable amount for that treatment.

### 19. How much will my payment be?

Payments to eligible Subclass members will be 50% of the amount of money that you show you lost as a result of the "differences" described in the table below.

<b>CLAIMANT SUBCLASS</b>	If you paid any portion of the difference between (a) the amount billed for a treatment and (b) the amount Liberty reimbursed for that treatment through Liberty's use of Ingenix MDR databases, <b>you're eligible for 50% of that difference that you paid.</b>
<b>PROVIDER SUBCLASS</b>	If you received payment from Liberty that was less than the amount charged for a treatment through Liberty's use of Ingenix MDR databases, <b>you're eligible for 50% of that difference that you didn't collect from the patient or another source.</b>

## HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM

### 20. How can I get a payment?

To ask for a payment, you must complete and submit a claim form. There are separate claim forms for the Claimant and Provider Subclasses. You can get the claim forms at [www.LebanonPipSettlement.com](http://www.LebanonPipSettlement.com) or by calling the Settlement Administrator at 1-866-591-7240. You'll need to attach any documents that you have regarding the claim. See Section 3 of the claim forms for more details on the required documentation. Please read the instructions carefully, fill out the claim form and mail it postmarked no later than **April 6, 2015** to:

Liberty Lebanon Claims  
P.O. Box 1986  
Faribault, MN 55021-6182

### 21. When will I get my payment?

The payments will be mailed to Class members who send in valid claim forms on time, after the Court grants “final approval” of the settlement, and any appeals are resolved. If Judge Lopinot approves the settlement after a hearing on **February 5, 2015** (see the section “The Court’s Fairness Hearing” below), there may be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time. Please be patient.

### 22. What if I disagree with the amount of my payment?

There is a process in the settlement to resolve disagreements between you and Liberty over how much money you should get. You will get further details in the letter you receive about your payment amount. The Settlement Agreement available at [www.LebanonPipSettlement.com](http://www.LebanonPipSettlement.com) also provides more information.

### 23. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you can’t sue Liberty over the claims settled in *this* case. It also means that all of the Court’s orders will apply to you and legally bind you. If you submit a claim form, or simply stay in the Class, you will agree to “release and discharge” Liberty as described in sections 19-20, 27 and 41-43 of the Settlement Agreement. A complete copy of the Settlement Agreement can be obtained at [www.LebanonPipSettlement.com](http://www.LebanonPipSettlement.com). The Settlement Agreement specifically describes the released claims in necessarily accurate legal terminology. Talk to Class Counsel (See the section on “The Lawyers Representing You” below) or your own lawyer if you have questions about the released claims or what they mean.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from this settlement, but you want to keep the right to sue Liberty about the issues in this case, then you must take steps to get out. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the Settlement Class.

### 24. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Lebanon Chiropractic Clinic, P.C. v. Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, Safeco Insurance Company of America, and Safeco Insurance Company of Illinois*. Be sure to include the case number (No. 14-L-521), your full name, address, telephone number, and your signature. You must mail your request for exclusion postmarked by **January 22, 2015** to:

Liberty Exclusions  
P.O. Box 1986  
Faribault, MN 55021-6182

You can't exclude yourself on the phone, by email, or at the website.

**25. If I don't exclude myself, can I sue Liberty for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Liberty for the claims that this settlement resolves. You must exclude yourself from this Class to sue Liberty over the claims resolved by this settlement. Remember, the exclusion deadline is **January 22, 2015**.

**26. If I exclude myself, can I get a payment from this settlement?**

No. If you exclude yourself, do not submit a claim form to ask for a payment.

## THE LAWYERS REPRESENTING YOU

**27. Do I have a lawyer in this case?**

The Court appointed Robert W. Schmieder II and Bradley M. Lakin of SL Chapman LLC in St. Louis, MO to represent you and other Class members as "Class Counsel." You do not have to pay Class Counsel. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

**28. How will the lawyers be paid?**

Class Counsel will ask the Court for \$1,200,000 to cover attorneys' fees and reimbursement of their expenses, and \$3,000 to be awarded to the Class Representatives. Liberty has agreed not to oppose these fees, expenses, and awards up to the amounts above. The Court may award less than these amounts. Liberty will separately pay the fees, expenses, and awards that the Court orders. These payments will not reduce the amount distributed to Class members. Liberty will also separately pay the costs to administer the settlement.

## OBJECTING TO THE SETTLEMENT

If you object to the settlement, you can ask the Court to reject it. The Court will consider your views.

**29. How do I ask the Court to reject the settlement?**

If you don't want the Court to approve the settlement you must file a written objection that identifies the case, *Lebanon Chiropractic Clinic, P.C. v. Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, Safeco Insurance Company of America, and Safeco Insurance Company of Illinois*, (No. 14-L-521, with the Circuit Court of St. Clair County, Illinois and send a copy to Class Counsel as noted below. Be sure to include your full name, address, telephone number, your signature, the specific reasons why you object to the settlement, with legal and factual support for each objection, and indicate whether you or your attorney will appear at the fairness hearing (*See* the section on the "Court's Fairness Hearing" below). If you or your attorney will appear at the fairness hearing, also include the following:

- name, address, bar number and telephone number of your attorney;
- list of any witnesses you intend to call at the fairness hearing, including the address of each witness and a summary of his or her proposed testimony; and
- copies of all exhibits you intend to introduce at the fairness hearing.

File the objection with the Clerk of the Court at the address below by <b>January 22, 2015</b> : Note: You may send it by mail, but it must be received and filed by the Clerk by this date:	Mail a copy of the objection to Class Counsel at the following address so that it is postmarked by <b>January 22, 2015</b> :
<b>COURT</b>	<b>CLASS COUNSEL</b>
Clerk of the Court Circuit Court of St. Clair County, Illinois St. Clair County Building #10 Public Square Belleville, IL 62220	Robert W. Schmieder II SL Chapman LLC 330 N 4th St, St. Louis, MO 63102

**30. What's the difference between objecting and asking to be excluded?**

Objecting is telling the Court that you oppose approval of the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

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

The Court has scheduled a Fairness Hearing at 9:00 a.m. on **February 5, 2015**, at the Courtroom of the Circuit Court of St. Clair County, Illinois, St. Clair County Building, #10 Public Square, Belleville, IL 62220. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Judge will listen to people who have asked to speak about an objection according to Question 29 above. The Court may also decide how much to award Class Counsel as fees for representing the Class. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The hearing may be moved to another day, time, or location, so check the website below for updates.

**32. Do I have to come to the hearing?**

No. Class Counsel will answer questions that the Judge may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

**33. May I speak at the hearing?**

If you submitted an objection to the settlement and indicated you want to speak at the Fairness Hearing (be sure you provide all the information and follow all the instructions in Question 29), you may ask the Court for permission to speak at the Fairness Hearing. You cannot speak at the hearing if you exclude yourself.

**IF YOU DO NOTHING**

**34. What happens if I do nothing at all?**

If you do nothing, you'll get no payment from this settlement. But, unless you exclude yourself, you won't be able to sue Liberty for the claims resolved in this case.

## GETTING MORE INFORMATION

### **35. How do I get more information about the settlement?**

This notice summarizes the proposed settlement. More details are in a Settlement Agreement, which is available at [www.LebanonPipSettlement.com](http://www.LebanonPipSettlement.com). If you have questions, visit the website, or call 1-866-591-7240 or write to Liberty Lebanon Claims at P.O. Box 1986, Faribault, MN 55021-6182. Do not contact the Court.