

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

If you received an unsolicited telemarketing call offering health insurance quotes or services as a result of using the website www.Affordable-Health-Insurance-Plans.org, you might be eligible to receive a cash payment from a class action settlement.

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

- A \$6,500,000 settlement has been reached in a class action lawsuit alleging that All Web Leads, Inc. (“AWL”) used an automatic telephone dialing system to make telemarketing calls without the consent of recipients in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.* AWL owns and operates the website, www.Affordable-Health-Insurance-Plans.org, which offers consumers free health insurance quotes online. AWL denies that it did anything wrong and the judge presiding over the case, referred to herein as the “Court,” has not decided who is right.
- The class action lawsuit settlement involves certain people who received telemarketing calls from AWL, or any party acting on its behalf, from the time period of February 21, 2013, through June 25, 2018. You have received this notice because AWL’s call records show that you might have received such a call.
- The \$6,500,000 settlement fund is being established to pay valid claims, attorneys’ fees and costs, service awards, and settlement administration costs and expenses. Any remaining monies from uncashed settlement checks will be redistributed to valid claimants, with any leftover amount paid to a non-profit charity selected by the parties and approved by the Court. AWL has also put in place certain practice changes designed to prevent violations of the TCPA.
- If you are a settlement class member, your legal rights are affected, and you have a choice you must make now:

QUESTIONS? VISIT WWW.AWLLAWSUIT.COM

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:

SUBMIT A CLAIM FORM	This is the only way to get a payment from the settlement. You can submit a valid and timely claim form online at www.awllawsuit.com or by mail to Karpilovsky v. All Web Leads, Inc. c/o Postlethwaite & Netterville, P.O. Box 481, Baton Rouge, LA 70821, or by calling the toll-free number, 1-833-752-5100. If you do not do so, you will not receive a settlement payment.
DO NOTHING	Get no payment but remain in the class. You will be bound by the judgment against AWL and you will release claims you may have against AWL and the other related parties released by the settlement.
ASK TO BE EXCLUDED	Get out of this settlement. Get no benefits from it. Keep rights. If you ask to be excluded, you won't share in the settlement benefits. But you keep the right you have to sue AWL separately about the same legal claims in this lawsuit.
OBJECT	Write to the Court about why you believe the settlement is unfair.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.

- Your options are explained in this notice. To ask to be excluded, you must act before July 9, 2019. To object to the settlement, you must act before July 9, 2019.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement. Please be patient.

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 lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, an administrator appointed by the Court will make the payments that the settlement allows. Because your rights will be affected by this settlement, it is extremely important that you read this notice carefully.

If you received an emailed notice, it is because according to AWL's records, you received calls from AWL from the time period of February 21, 2013, through June 25, 2018. If so, you have legal rights and options before the Court decides whether to approve the settlement. This notice explains these things.

Judge Harry D. Leinenweber of the United States District Court for the Northern District of Illinois is currently overseeing this case. The case is known as *Karpilovsky v. All Web Leads, Inc.*, Case No. 1:17-cv-1307. The persons who sued are called the plaintiffs. The company they are suing, AWL, is called the defendant.

2. What is a class action?

In a class action, one or more people called class representatives (in this case, John Karpilovsky and Jimmie Criollo, Jr.) sue on behalf of people who have similar claims. All these people are called class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

The Court decided that this lawsuit can be a class action because it meets the requirements of FEDERAL RULE OF CIVIL PROCEDURE Rule 23, which governs class actions filed in United States Federal Court.

3. Why is there a settlement?

The Court did not decide in favor of the plaintiffs or defendant. Both sides agreed to a settlement instead of going to trial. That way, they avoid the cost of a trial, and the people affected will get compensation. The representative plaintiffs and their attorneys think the settlement is best for all class members.

WHO IS IN THE SETTLEMENT

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

The settlement provides relief for all class members, who are described as all persons listed in Exhibit 1 to the Settlement Agreement, which comprises persons within the United States who received one or more non-emergency telephone calls from All Web Leads, Inc., or any party acting on its behalf.

If you have questions about whether you are a class member, or are still not sure whether you are included, you can call 1-833-752-5100 or visit www.awllawsuit.com for more information.

THE SETTLEMENT BENEFITS - WHAT YOU GET

5. What does the settlement provide?

AWL has agreed to pay a total settlement amount of \$6,500,000 in four payments over time between 2019 and 2025. This amount will be used to create a settlement fund to pay settlement awards to class members, plaintiffs' attorneys' fees, any service award to the representative plaintiffs, costs, expenses, and settlement administration.

Any remaining monies from uncashed settlement checks will be redistributed to valid claimants, with any leftover amount paid to a non-profit charity selected by the parties and approved by the Court. Additionally, AWL has put in place certain practice changes designed to prevent violations of the TCPA's provisions on using an automatic telephone dialing system and the Court has ordered AWL to produce certain information to Class Counsel.

HOW YOU GET A PAYMENT

6. How and when can I get payments?

Each class member who submits a valid and timely claim form will receive a settlement award.

A settlement award is a cash payment that will be issued by check or electronic transfer, whichever you choose. Settlement awards will be paid over time in four distributions between 2019 and 2025. It is estimated that each eligible class member's total cash award payments will total at least \$70 per claim, but the final cash payment amounts will depend on the total number of valid and timely claims filed by all class members.

Claims may be submitted by **no later than** July 9, 2019, electronically at www.awllawsuit.com, or by calling the toll-free number 1-833-752-5100, or by mail to:

Karpilovsky v. All Web Leads, Inc.
c/o Postlethwaite & Netterville
P.O. Box 481
Baton Rouge, LA 70821

Settlement awards will not be distributed until the settlement becomes final. The Court will hold a hearing on August 8, 2019, to decide whether to approve the settlement. Please be patient.

7. Why are the cash payments being made over time?

AWL provided to class counsel under the protective order issued in the lawsuit, and to the Court under seal, financial information to establish the appropriateness of a limited fund class action under Rule 23(b)(1)(B) of the Federal Rules of Civil Procedure. Specifically, AWL provided financial information to establish that it does not currently have the financial resources to pay the

aggregated claims of all class members. The settlement agreement therefore permits AWL to fund the settlement over time by paying \$1,500,000 in 2019; \$2,000,000 by no later than January 7, 2021; \$1,000,000 by no later than January 9, 2023; and \$2,000,000 by no later than January 7, 2025. These payments over time will ensure that AWL can pay the full \$6,500,000 settlement amount and continue to pay its operating expenses.

Cash payments will be made over time in four distributions between 2019 and 2025. Please be patient.

8. What am I giving up to get a payment or stay in the class?

If you are a class member, unless you exclude yourself, that means that you can't sue, continue to sue, or be part of any other lawsuit against AWL or certain other entities defined in the settlement agreement (known as the "Released Parties") about the legal issues in *this* case and all of the decisions and judgments by the Court will bind you.

For non-emergency calls made using an automatic telephone dialing system, without the prior express consent of the called party, the TCPA provides for damages of \$500 per illegal call, or \$1,500 per illegal call made in willful violation of the TCPA. However, AWL has denied that it made any illegal calls to anyone, and that it will have in any future lawsuit a full range of potential defenses, including that it had prior express consent to make the calls if the party provided its cellular telephone number to AWL at any time. Please note that the TCPA does not provide for attorneys' fees to prevailing individual plaintiffs.

If you file a claim form for benefits or do nothing at all, you will release AWL and the Released Parties from any liability for them.

Remaining in the class (by filing a claim form for benefits or doing nothing at all) means that you, as well as your assigns, heirs, executors, administrators, successors, representatives, agents, partners, attorneys, predecessors-in-interest, and any (past or present) authorized users of your cellular or residential telephones, release, resolve, relinquish, and discharge AWL and the Released Parties from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of or relate in any way to this lawsuit or the facts that give rise to this lawsuit, including but not limited to claims that could have been asserted in the lawsuit. Remaining in the class also means that you cannot institute any action or cause of action (in law, in equity or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which you may have or claim to have, in state or federal court, in arbitration, or with any state, federal or local government agency or with any administrative or advisory body, arising from or related in any way to the claims released by the settlement.

The settlement agreement (available at the website) provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate legal terminology,

so read it carefully. You can talk to the law firms representing the class listed in Question 10 below for free or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Parties or the released claims or what they mean.

The release does not apply to class members who timely exclude themselves from the settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to participate in this settlement, then you must take the steps below to exclude yourself from the settlement.

9. How do I exclude myself from the settlement?

To exclude yourself, you must send an "Exclusion Request" form, which is available at www.awllawsuit.com. Be sure to include your name, address, and signature. You must mail your Exclusion Request postmarked by July 9, 2019, to:

Karpilovsky v. All Web Leads, Inc. – Exclusions
c/o Postlethwaite & Netterville
P.O. Box 481
Baton Rouge, LA 70821

If you ask to be excluded, you will not get any settlement award, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

Yes. The Court appointed the law firms of Lief Cabraser Heimann & Bernstein, LLP; and Kozonis & Klinger, Ltd. to represent you 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.

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP 275 Battery Street, 29th Floor San Francisco, CA 94111-3339	KOZONIS & KLINGER, LTD. 4849 N. Milwaukee Avenue, Ste. 300 Chicago, Illinois 60630
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11. How will the lawyers and class representatives be paid?

Class Counsel will ask the Court to approve payment of no more than \$2,275,000 (not more than 35% of the settlement fund) to compensate them for expenses and for attorneys' fees for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also

request a service award of \$10,000 to each of the two class representatives, in compensation for their time and effort. The Court may award less than these amounts. These payments, along with the costs of administering the settlement, will be made out of the settlement fund.

Any objection to Class Counsel's application for attorneys' fees and costs may be filed, and must be postmarked, no later than July 9, 2019, which is 30 days following the filing of Class Counsel's motion for an award of attorneys' fees and costs.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

12 How do I tell the Court that I do not think the settlement is fair?

You can tell the Court that you don't agree with the settlement or some part of it. If you are a class member, you can object to the settlement if you do not think the settlement is fair. You can state reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a notice with the Court saying that you object to the proposed settlement in *Karpilovsky v. All Web Leads, Inc.*, Case No. 1:17-cv-1307 (N.D. Ill.). Be sure to: include your full name, address, and the telephone number you allege received a call giving rise to the lawsuit; state that your objection is made on your behalf only; identify any lawyer who was consulted about your objection or this case; provide the reasons you object to the settlement; and state whether you intend to appear at the final approval hearing on your own behalf or through counsel. **Your objection to the settlement must be postmarked no later than July 9, 2019.**

THE FAIRNESS HEARING

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

The Court will hold a fairness hearing to decide whether to approve the settlement. This fairness hearing will be held at 9:00 a.m. on August 8, 2019, at the United States District Court for the Northern District of Illinois, Eastern Division, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604 before the Honorable Harry D. Leinenweber. The hearing may be moved to a different date or time without additional notice, so you should check the website for updates. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate, and whether to award attorneys' fees, expenses, and service awards as described above, and in what amounts. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long it will take the Court to issue its decision. It is not necessary for you to appear at this hearing, but you may attend at your own expense.

14. May I speak at the hearing?

If you are a class member who objects to the settlement, you may ask the Court for permission to speak at the fairness hearing. To do so, you must file a notice with the Court stating that you intend

to appear at the fairness hearing in *Karpilovsky v. All Web Leads, Inc.*, Case No. 1:17-cv-1307 (N.D. Ill.). Be sure to include your full name, address, and telephone number. Your notice or letter stating your notice of intention to appear must be postmarked no later than July 9, 2019 and be filed or sent to the Clerk of the Court. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

15. What happens if I do nothing at all?

If you do nothing, and are a class member, you will not receive a payment after the Court approves the settlement. In order to receive a payment, you must submit a claim form. You will be bound by the judgment against AWL and you will release claims you may have against AWL and the Released Parties.

GETTING MORE INFORMATION

16. How do I get more information?

This notice summarizes the proposed settlement. More details are in the settlement agreement. You can get a copy of the settlement agreement by calling the claims administrator toll-free at 1-833-752-5100, writing to: *Karpilovsky v. All Web Leads, Inc.* c/o Postlethwaite & Netterville, P.O. Box 481, Baton Rouge, LA 70821; or visiting the website at www.awllawsuit.com, where you will find answers to common questions about the settlement, a claim form, plus other information to help you determine whether you are a class member and whether you are eligible for a payment.