

**UNITED STATES DISTRICT COURT
FOR DISTRICT OF MASSACHUSETTS**

KENNETH A. THOMAS MD, LLC, a
Connecticut limited liability company,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

BEST DOCTORS, INC.,

Defendant.

Case No. 1:18-cv-10957-DPW

**ORDER
CONDITIONALLY CERTIFYING SETTLEMENT CLASS,
AUTHORIZING PROVISION OF NOTICE,
AND
SCHEDULING FAIRNESS HEARING**

Plaintiff has filed a Motion for entry of an Order [Dkt. No. 63] Conditionally Certifying Settlement Class, Authorizing Provision of Notice, and Scheduling Fairness Hearing. In accordance with Fed. R. Civ. P. 23, the Court has duly considered the papers and exhibits submitted by the parties, and the terms of the Second Amended Settlement Agreement and Release, dated June 16, 2021, (the “**Settlement Agreement**”), and that good cause having been shown does HEREBY ORDER, ADJUDGE and DECREE that:

1. The Court finds that the settlement is sufficiently within the range of reasonableness that notice of the proposed settlement should be given as provided in paragraph 6 of this Order. Defined terms contained in the Settlement Agreement are incorporated herein by reference unless otherwise defined herein.

2. The Court makes a preliminary determination that, for settlement purposes only, the Settlement Class meets the requirements for certification under Fed. R. Civ. P. 23. Specifically, the Court finds that:

- (a) The Class is ascertainable and so numerous that joinder of all members is impracticable. The Class consists of thousands of class members and the Class Members have been determined by objective means from Defendant's records;
- (b) There are questions of law or fact common to the Settlement Class, including whether the Subject Facsimiles constituted advertisements and violated the Telephone Consumer Protection Act, 47 U.S.C. § 227.
- (c) The claims of the proposed class representative are typical of the claims of the Class. The proposed class representative and each member of the proposed Class are alleged to have suffered the same injury caused by the same course of conduct, and are entitled to the same statutory damages based on the Defendant's conduct;
- (d) Plaintiff has fairly and adequately represented and protected the interests of the Class. Plaintiff is a member of the proposed Class. Neither Plaintiff nor its counsel have any conflicts of interest with the other class members, and Class Counsel have demonstrated that they have adequately represented the Class; and
- (e) The questions of law or fact common to the members of the Class predominate over any questions affecting only individual members; and
- (f) A class action is superior to other available methods for the fair and efficient adjudication of the controversy as the settlement substantially benefits both the litigants and the Court, and there are few manageability issues as settlement is proposed rather than a further trial.

3. For purposes of the Settlement Agreement, the Court hereby conditionally certifies the following Class:

The 7,772 entities or persons that were sent one or more of the Subject Facsimiles, as determined through the Class Data. The Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties (as defined in Paragraph 10.1); (4) the immediate family of any such person(s); and (5) any Class Member who has timely sought exclusion from the Settlement Agreement.

4. The Court further conditionally appoints Plaintiff as Class Representative for the Class Members. The Court further conditionally finds that Plaintiff's Counsel, Kaufman, P.A., has adequately represented the interests of the Class and is hereby appointed as Class Counsel for the Class. If the Settlement Agreement is terminated or is not consummated for any reason whatsoever, this conditional certification of the Class shall be void, and Defendant shall have reserved all of its rights, including the right to continue to contest class certification and the adequacy of the Class Representative and of Class Counsel.

5. For purposes of the Settlement Agreement, the Court approves the form and substance of the Direct-Mail Notice attached to this Order as Exhibit A, and the Full Notice, attached to this Order as Exhibit B. The Court finds that notice to the Class is necessary and that dissemination of the notice in the manner and form set forth in paragraph 6 of this Order meets the requirements of Fed. R. Civ. P. 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

6. For purposes of notice to the members of the Class, the Settlement Administrator shall cause a copy of the Direct-Mail Notice to be sent to Class Members, as provided in the Settlement Agreement. The Settlement Administrator shall also post copies of the Settlement Agreement and the Full Notice on the settlement website, and Defendant shall post a link to the settlement website on its website, <http://www.bestdoctors/for-physicians.com>. At or before the Fairness Hearing, the Settlement Administrator and/or Defendant shall file proof, by affidavit, of the mailings and online postings ordered above.

7. The Fairness Hearing is hereby scheduled to be held on Thursday, October 27, 2022, at 2:30 p.m. in Courtroom #1 of the United States District Court for the District of Massachusetts, 1 Courthouse Way, Boston, Massachusetts 02210. At such Fairness Hearing, the Court will determine whether the proposed settlement should be approved as fair, reasonable and adequate; and if final approval of the settlement is warranted, the Court will also determine an award of costs and expenses to Class Counsel, if any, direct the entry of final judgment in this action, and dismiss the various claims in the lawsuit with prejudice.

8. The Court may adjourn the Fairness Hearing without further notice to the Class Members, other than that which may be ordered by the Court.

9. For purposes of the Court's final consideration of the Settlement Agreement, any Class Member who has not requested exclusion from the Settlement Class may, but need not, appear at the Fairness Hearing personally or through counsel, provided that an appearance is served and filed as hereinafter provided. Any Class Member, either personally or through counsel, may comment in support of, or in opposition to, any aspect of the proposed settlement, provided that any such notice of appearance, comments and/or objections are detailed in writing and filed with the Clerk of the Court no later than Wednesday, October 12, 2022. A copy of any notice of appearance, written comment and/or objection must also be sent to the Settlement Administrator. A written objection must include: (i) the name and case number of the Action; (ii) the full name, address, and telephone number of the person objecting; (iii) the facsimile number to which the Subject Facsimile was sent; (iv) a statement of each objection, including a written statement detailing the specific reasons, if any, for each objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection(s); and (v) the objector's signature (an attorney's signature is not sufficient).

10. All Class Members have the option of excluding themselves from the Class by mailing a timely and valid Request for Exclusion addressed to the Settlement Administrator, postmarked no later than Monday, September 26, 2022. A Request for Exclusion must set forth: (i) the name and case number that has been assigned to this Action; (ii) the full name, e-mail and mailing address, and telephone number of the person requesting exclusion; (iii) the facsimile number to which the Subject Facsimile was sent; and (iv) a statement that he, she, or it does not wish to participate in the Settlement.

11. All persons who properly submit timely and valid Requests for Exclusion from the Settlement Class shall not be members of the Settlement Class and shall have no rights with respect to the Settlement Agreement and no interest in the Settlement Agreement.

12. At or before the Fairness Hearing, the Settlement Administrator shall file an affidavit identifying all persons from whom timely and valid Requests for Exclusion have been received.

13. All motions and papers filed in support of the Settlement Agreement shall be filed no later than Monday, October 17, 2022, except that Class Counsel's application for Approved Costs shall be filed no later than Monday, September 12, 2022.

14. All proceedings in the above-captioned case are hereby stayed until such time as the Court renders a decision regarding final approval of the settlement and, if it finally approves the settlement, enters final judgment as provided for in the settlement agreement. However, the Court retains jurisdiction to consider all applications arising out of or in connection with the proposed settlement. The Court may approve the settlement with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

15. Upon approval of the settlement provided for in the Settlement Agreement, the Settlement Agreement, and each and every term and provision thereof shall be deemed incorporated herein as if expressly set forth and shall have the full force and effect of an Order of this Court.

16. All reasonable costs incurred in providing notice to the Class, as well as other settlement and administration costs, shall be paid as set forth in the Settlement Agreement, respectively.

17. Any Confidential Information provided to Class Counsel by Defendant or the Settlement Administrator shall be used only for implementation of this Settlement.

Date: May 24, 2022.

SO ORDERED this 27th day of May, 2022.

/s/ Douglas P. Woodlock
DOUGLAS P. WOODLOCK
UNITED STATES DISTRICT JUDGE

EXHIBIT A

EXHIBIT A

Attention Best Doctors, Inc.'s Facsimile Recipients

You might be a **Class Member** in a lawsuit entitled *Kenneth A. Thomas MD, LLC v. Best Doctors, Inc.*, Case No.: 1-18-cv-10957-DPW ("Action"), pending in the United States District Court for the District of Massachusetts ("Court"). You are a **Class Member** if, you are one of the 7,772 entities or persons who received one or more of 13,425 **Subject Facsimiles** during the period between May 14, 2014 to June 17, 2019, sent by or on behalf of Best Doctors, Inc. ("**Best Doctors**") (a) concerning the intended recipient's potential inclusion or listing in a Best Doctors database or the Best Doctors in America List; (b) concerning the intended recipient's review of Best Doctors inclusion data; (c) asking the intended recipient to confirm that they are currently seeing patients; and (d) directing the intended recipient to <http://bestdoctors.com/for-physicians> for information concerning Best Doctors ("**Subject Facsimile**"). The following persons are excluded from the Class: (1) the trial judge presiding over this case; (2) Best Doctors, as well as any parent, subsidiary, affiliate, or control person of Best Doctors, and the officers, directors, agents, servants, or employees of Best Doctors; (3) any of the Released Parties; (4) the immediate family of any such person(s); and (5) any **Class Member** who has timely sought exclusion from the Settlement Agreement.

A proposed settlement of the Action has been reached ("**Settlement Agreement**"). If you are a **Class Member**, the proposed **Settlement Agreement** will affect your legal rights. Plaintiff Kenneth A. Thomas MD, LLC ("**Plaintiff**") alleges that Best Doctors violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 ("**TCPA**") by sending the **Subject Facsimiles**. Best Doctors denies any wrongdoing and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. The Parties, however, have reached a proposed settlement of the lawsuit and have determined that the settlement is in the best interests of the parties and the Class. The settlement, this notice, and a more detailed "**Full Notice of Class Action Settlement Agreement**" ("**Full Notice**") containing other important information have been preliminarily approved by the Court.

Provided that the **Settlement Agreement** becomes a **Final Order and Judgment**, Best Doctors has agreed not send the **Subject Facsimiles** again without obtaining prior express invitation or permission from the facsimile recipients. Should Best Doctors send the **Subject Facsimiles** again, Best Doctors will include a statement on the facsimiles that the facsimiles are not intended to be an advertisement and only seek to provide notification of a recipient's nomination as a "**Best Doctor**" and to confirm certain information. Best Doctors will remove any disclosures about contacting "**Best Doctors**" in the future about other services. Also, Best Doctors will include an opt-out notice as set forth in the TCPA. Furthermore, upon entry of the **Final Order and Judgment**, the Parties have stipulated to the entry of an injunctive order prohibiting Best Doctors from sending a facsimile to any recipient without prior express invitation or permission from the recipient. In addition, Best Doctors has agreed to make \$738,375.00 available to fund the Settlement Agreement, which shall include amounts for (i) all payments to be made to **Settlement Class Members**, (ii) **Notice and Administrative Costs**, and (iii) the **Approved Costs** ("**Settlement Amount**"). The **Settlement Amount** will be deposited in a bank account controlled by the **Settlement Administrator** to be distributed as described in the Settlement Agreement. Subject to Court approval, Plaintiff's Counsel will apply to the Court for reimbursement of out of pocket costs and expenses of up to \$10,000.00 incurred in the Action. You may object to the Settlement and/or the request for reimbursement of out of pocket costs and expenses. After Court approval of these amounts, the amounts will be deducted from the **Settlement Fund** and the **Remaining Settlement Fund** will be distributed pro rata to the **Settlement Class Members** who negotiated their initial distribution. TCPA statutory damages range from \$500 per violation to \$1,500 for a willful or knowing violation. Based on the language of the **Subject Facsimile** and differing pronouncements and interpretations of the TCPA by the Federal Communications Commission and federal courts, Plaintiff has concluded that any alleged violations of the TCPA by Best Doctors were not willful or knowing. The **Settlement Amount** is a compromise reached between Best Doctors and the Plaintiff and reflects the inherent risk of continued litigation and a potential finding that (i) the **Subject Facsimiles** were not unsolicited advertisements under the TCPA, which would preclude Plaintiff and all putative class members from obtaining any recovery from the Action, or (ii) the Action could not be certified as a contested damages class action based on, among other things, the question of whether putative class members provided prior express permission to receive the **Subject Facsimiles** in connection with their prior communications with Best Doctors, which would also preclude the putative class members from obtaining any recovery from the Action. Based on the number of **Subject Facsimiles**, each putative class member will be entitled to receive \$55 per **Subject Facsimile** less pro rata **Notice and Administration Costs** and **Approved Costs**, if any, which is within the range of per violation payments obtained in similar TCPA class action settlements.

If you are a **Class Member**, you may (1) accept the settlement, (2) object to the settlement and/or request for reimbursement of out of pocket costs and expenses, or (3) "opt-out" of the settlement. If you chose to accept the terms of the settlement, you are not required to do anything. The **Settlement Administrator** will automatically distribute the **Net Settlement Amount** by mailing each **Settlement Class Member** a check in the amount of the respective **Individual Awards** no later than forty-five (45) calendar days after the **Effective Date**. If you object to the settlement and/or the request for costs and expenses, you must file a written objection by no later than Monday, September 26, 2022 (the "**Bar Date**") with the Office of the Clerk of the Court, United States District Court for the District of Massachusetts, 1 Courthouse Way, Boston, Massachusetts 02210, and deliver the objection to the **Settlement Administrator**. If you opt to exclude yourself from the settlement, you must send a written request to the **Settlement Administrator** no later than Monday, September 26, 2022. Objections and exclusion requests must contain the information specified in Section VIII of the Settlement Agreement. Subject to final approval by the Court, if you accept the terms of the **Settlement Agreement** or do not exclude yourself you will be bound by the terms of the **Settlement Agreement**, including a release of Best Doctors and others of various claims. The Court will hold a **Fairness Hearing** on Thursday, October 27, 2022 at 2:30 p.m. in Courtroom #1, United States District Court for the District of Massachusetts, 1 Courthouse Way, Boston, Massachusetts 02210, to determine: (1) whether the **Settlement Agreement** is fair, reasonable and adequate and should receive final approval; and (2) whether the application for the **Approved Costs** should be granted.

To obtain a copy of the **Settlement Agreement**, the **Full Notice**, and other related documents, you may: (1) call the **Settlement Administrator** at Kurtzman Carson Consultants, LLC at 877.449.8589, (2) mail a written request for such information, including your name and address to: **Settlement Administrator**, Best Doctors Settlement, Kurtzman Carson Consultants, LLC, P.O. Box TBD, Providence, RI 02940-3447, or (3) download the information at www.bestdoctorstcpasettlement.com.

EXHIBIT B

EXHIBIT B

FULL NOTICE OF CLASS ACTION SETTLEMENT

BEST DOCTORS TCPA SETTLEMENT

Kenneth A. Thomas MD, LLC v. Best Doctors, Inc.,
United States District Court for the District of Massachusetts
Case No.: 1-18-cv-10957-DPW

FULL NOTICE OF CLASS ACTION SETTLEMENT AGREEMENT

ATTENTION: If you are one of the 7,772 entities or persons who received one or more of the 13,425 facsimiles sent by or on behalf of Best Doctors, Inc. (“Best Doctors”) between May 14, 2014 and June 17, 2019 (a) concerning the intended recipient’s potential inclusion or listing in a Best Doctors database or the Best Doctors in America List; (b) concerning the intended recipient’s review of Best Doctors inclusion data; (c) asking the intended recipient to confirm that they are currently seeing patients; and (d) directing the intended recipient to <http://bestdoctors.com/for-physicians> for information concerning Defendant, this Notice informs you of a proposed class action Settlement Agreement that could affect your legal rights and could provide you with an Individual Award. PLEASE REVIEW THIS NOTICE FULLY AND CAREFULLY. A Court authorized this Notice. This is not a solicitation from a lawyer.

THIS NOTICE ANSWERS THE FOLLOWING QUESTIONS:

1. What is this lawsuit about, and why should I read this Notice?Pages 1-2
2. Why and how is this lawsuit proceeding as a Class Action, and do I have a lawyer if I am a Class Member?.....Page 2
3. How do I know if I am a “Class Member,” and are there any exclusions?Page 2
4. What does the proposed settlement provide?.....Pages 2-3
5. What are my options?Pages 3-4
6. What rights am I giving up if I do not exclude myself from the settlement?Page 4
7. When and where will the Court decide whether to approve the settlement?.....Page 4
8. Where can I get additional information?Page 4

1. WHAT IS THE LAWSUIT ABOUT AND WHY SHOULD I READ THIS NOTICE?

There is a class action lawsuit entitled *Kenneth A. Thomas MD, LLC v. Best Doctors, Inc.*, Case No.: 1-18-cv-10957-DPW (“**Action**”), pending in the United States District Court for the District of Massachusetts (“**Court**”) that may affect your legal rights. The plaintiff is Kenneth A. Thomas MD, LLC (“**Plaintiff**”). The **Action** alleges that Best Doctors, Inc. (“**Defendant**”) violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (“**TCPA**”) by sending 13,425 facsimiles to 7,772 entities or persons between May 14, 2014 and June 17, 2019 (a) concerning the intended recipient’s potential inclusion or listing in a Best Doctors database or the Best Doctors in America List; (b) concerning the intended recipient’s review of Best Doctors inclusion data; (c) asking the intended recipient to confirm that they are currently seeing patients; and (d) directing the intended recipient to <http://bestdoctors.com/for-physicians> for information concerning Best Doctors

QUESTIONS: CALL THE ASSISTANCE LINE TBD

(“**Subject Facsimiles**”). Defendant denies any wrongdoing and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. The Parties, however, have reached a proposed settlement of the **Action** (“**Settlement Agreement**”) and believe that the Settlement Agreement is in the best interests of the parties and the **Class Members**. The **Settlement Agreement** and this **Full Notice** have been preliminarily approved by the Court. You have a right to know about the **Settlement Agreement** and about your options before the Court decides whether to finally approve the **Settlement Agreement**. This **Full Notice** explains the **Settlement Agreement**, your legal rights, what benefits are available, who is eligible for those benefits, and how the benefits will be distributed if approved by the Court.

2. WHY AND HOW IS THIS LAWSUIT PROCEEDING AS A CLASS ACTION, AND DO I HAVE A LAWYER IF I AM A CLASS MEMBER?

In a class action lawsuit, one or more plaintiffs assert claims on behalf of all others who allegedly are similarly situated but who are not named plaintiffs to the lawsuit (a “**Class**”). A court needs to approve whether the lawsuit will proceed as a class action, *i.e.*, whether the plaintiff(s) will be appointed as a Class representative(s) to adjudicate the claims on behalf of all members of the Class. On May 27, 2022, the Court entered an **Order Preliminarily Approving the Settlement Agreement**, conditionally certifying the **Action** as a class action for settlement purposes only, and ordering that notice be sent to **Class Members** (defined below) to inform them of, among other things, the Court’s intention to consider whether to finally approve the **Settlement Agreement** as being fair, reasonable and adequate. The Court also appointed Plaintiff as representative of, and Avi R. Kaufman of Kaufman P.A. as counsel to, the **Class Members** (“**Class Counsel**”). Finally, the Court appointed KCC Class Action Services, LLC to administer the **Settlement Agreement** (“**Settlement Administrator**”).

3. HOW DO I KNOW IF I AM A “CLASS MEMBER,” AND ARE THERE ANY EXCLUSIONS?

If you received a **Direct-Mail Notice** summarizing the **Settlement Agreement** by first-class mail, Best Doctors’ records reflect you have received one or more of the **Subject Facsimiles** (“**Class Members**”). Only **Class Members** are being offered an **Individual Award**, as set forth in the **Settlement Agreement**. Specifically excluded from the Class: (1) the trial judge presiding over this case; (2) Best Doctors, as well as any parent, subsidiary, affiliate, or control person of Best Doctors, and the officers, directors, agents, servants, or employees of Best Doctors; (3) any of the **Released Parties** (as defined in Paragraph 10.1 of the **Settlement Agreement**); (4) the immediate family of any such person(s); and (5) any Class Member who has timely sought exclusion from the **Settlement Agreement**.

4. WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?

Subject to the Court’s approval, Best Doctors has agreed not send the **Subject Facsimiles** again without obtaining prior express invitation or permission from the facsimile recipients. Should Best Doctors send the Subject Facsimiles again, Best Doctors will include a statement on the facsimiles that the facsimiles are not intended to be an advertisement and only seek to provide notification of a recipient’s nomination as a “Best Doctor” and to confirm certain information. Best Doctors will remove any disclosures about contacting “Best Doctors” in the future about other services. Also, Best Doctors will include an opt-out notice as set forth in the TCPA. Upon entry of the Final Order and Judgment, the Parties have stipulated to the entry of an injunctive relief prohibiting Best Doctors from sending the Subject Facsimiles to any recipient without prior express invitation or permission from the recipient.

In addition, Best Doctors agrees to make \$738,375.00 available to fund the **Settlement Agreement**, which shall include amounts for (i) all payments to be made to **Settlement Class Members**, (ii) **Notice and Administrative Costs**, and (iii) **the Approved Costs** (“**Settlement Amount**”). The **Settlement Amount** will be deposited in a bank account controlled by the Settlement Administrator to be distributed as described in the **Settlement Agreement**. Within ten (10) business days after the **Effective Date**, the Parties and the **Settlement Administrator** shall jointly determine the net settlement amount due to **Settlement Class Members** by subtracting from the Settlement Amount, (i) the Approved Costs Award and (ii) the Notice and Administrative Costs (“**Net Settlement Amount**”). Defendant and the Settlement Administrator shall also determine the specific portion of the **Net Settlement Amount** to be paid to each **Settlement Class Member** by dividing the **Net Settlement Amount** by 13,425 and then multiplying that amount by the number of Subject Facsimiles received by each Settlement Class Member (“**Individual Awards**”).

TCPA statutory damages range from \$500 per violation to \$1,500 for a willful or knowing violation. Based on the language of the **Subject Facsimile** and differing pronouncements and interpretations of the TCPA by the Federal Communications Commission and federal courts, Plaintiff has concluded that any alleged violations of the TCPA by Best Doctors were not willful or knowing. This conclusion was reached after Plaintiff’s counsel met with the Federal Communications Commission related to the specific fact at issue in this proceeding and both parties responded to and propounded Requests for Production and Interrogatories on the other party. Plaintiff also responded to Defendant’s Requests for Admission. The **Settlement Amount** is a compromise reached between Best Doctors and the Plaintiff and reflects the inherent risk of continued litigation and a potential finding that (i) the **Subject Facsimiles** were not unsolicited advertisements under the TCPA, which would preclude Plaintiff and all putative class members from obtaining any recovery from the **Action**, or (ii) the **Action** could not be certified as a contested damages class action based on, among other things, the question of whether putative class members provided prior express permission to receive the Subject Facsimiles in connection with their prior communications with Best Doctors, which would also preclude the putative class members from obtaining any recovery from the **Action**. The revenue derived from the any alleged marketing activities allegedly associated with the Subject Facsimiles was incidental and nominal and there was a genuine risk that the faxes would not be considered unsolicited advertisements under the TCPA. Based on the number of Subject Facsimiles, each putative class member will be entitled to receive \$55 per **Subject Facsimile** less pro rata Notice and Administration of Costs and Approved Costs, if any, which is within the range of per violation payments obtained in similar TCPA class action settlements. Subject to Court approval, Plaintiff’s Counsel will apply to the Court for reimbursement of out-of-pocket costs and expenses of up to \$10,000.00. **Settlement Class Members** may object to the request for reimbursement of out-of-pocket costs and expenses in accordance with Paragraph 5 below.

5. WHAT ARE MY OPTIONS?

Option 1:

You may accept the Settlement.

If you want to accept the **Settlement Agreement**, you need not do anything. Subject to the Court’s approval, you will automatically receive the benefits of the **Settlement Agreement** due to you. You will be considered a **Settlement Class Member**, you will receive an **Individual Award**, you will be bound by the Court’s decisions and judgment, and you will lose the right to bring any action against Best Doctors on your own concerning the claims being released pursuant to the **Settlement Agreement**.

Option 2:**You may exclude yourself from the Settlement.**

To exclude yourself from the **Settlement** and retain your own rights to bring a separate action against Best Doctors, you must mail a letter stating that you want to be excluded from the Settlement Agreement in the **Action**. Please remember to include (i) the name and case number that has been assigned to this **Action**; (ii) the full name, e-mail and mailing address, and telephone number of the person requesting exclusion; (iii) the facsimile number to which the **Subject Facsimile** was sent; and (iv) a statement that he, she, or it does not wish to participate in the Settlement. **You must mail your valid exclusion request, postmarked no later than September 26, 2022 (the “Bar Date”) to the Settlement Administrator at Best Doctors Settlement, Kurtzman, Carson Consultants, LLC, P.O. Box 43447, Providence, RI 02940-3447. If you mail a timely and valid request for exclusion, you will not receive an Individual Award, and you may not object to the Settlement Agreement. If you want to remain eligible to participate in the Settlement Agreement as a Settlement Class Member, you should NOT file a request for exclusion. The judgment entered by the Court will bind all Settlement Class Members who do not properly request exclusion.**

Option 3:**You may object to the Settlement.**

If you do not wish to exclude yourself from the **Settlement Agreement**, you may – but need not – object to it. You may object to the Settlement and/or the request for reimbursement of out-of-pocket costs and expenses. **To do so, you must file a written objection with the Court and deliver the objection to the Settlement Administrator by no later than September 26, 2022 (“the Bar Date”).** Include: (i) the name and case number of the **Action**; (ii) the full name, address, and telephone number of the person objecting; (iii) the facsimile number to which the **Subject Facsimile** was sent; (iv) a statement of each objection; (v) a written statement detailing the specific reasons, if any, for each objection, including any legal and factual support the objector wishes to bring to the Court’s attention and any evidence the objector wishes to introduce in support of the objection(s); (vi) the identity of all counsel who represent the objector and who may appear at the **Fairness Hearing**; (vii) a list of all persons who will be called to testify in support of the objection at the **Fairness Hearing**; (viii) a list of all other putative class actions to which the objector has submitted an objection over the last ten (10) years; (ix) a statement of whether the objector and/or his or her counsel intends to attend the **Fairness Hearing**; (x) any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector’s counsel and any other person or entity; and (xi) the objector’s signature (an attorney’s signature is not sufficient).

COURT

Clerk of the Court
U.S. District Court for the
District of Massachusetts
1 Courthouse Way
Boston, MA 02210

SETTLEMENT ADMINISTRATOR

KCC Class Action Services, LLC
Kurtzman Carson Consultants, LLC
P.O. Box 43447
Providence, RI 02940-3447

Objections will be heard by the Court at the **Fairness Hearing**. You may appear at the **Fairness Hearing** with or without counsel. If you enter an appearance at the **Fairness Hearing** through counsel, you will be responsible for retaining such counsel and paying any fee charged by such counsel. You do not need to appear at the **Fairness Hearing** for the Court to consider your objection.

6. WHAT RIGHTS AM I GIVING UP IF I DO NOT EXCLUDE MYSELF FROM THE SETTLEMENT?

Unless you exclude yourself from the **Settlement Agreement**, upon final approval of the **Settlement Agreement** by the Court at the **Fairness Hearing**, the **Action** will be fully and finally resolved and each and every **Settlement Class Member** will grant a full and final release to Best Doctors for any and all claims arising out of or relating to the claims that are alleged in the **Action**. A full version of the release and description of the released claims may be viewed on the settlement website referenced above or by contacting the **Settlement Administrator**.

7. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a hearing to determine, among other things, the fairness, reasonableness, and adequacy of the Settlement on October 27, 2022, at 2:30 p.m. in Courtroom #1, of the United States District Court for the District of Massachusetts, 1 Courthouse Way, Boston, Massachusetts 02210 (“**Fairness Hearing**”). Class Counsel will file a motion for the Court to approve reimbursement of Class Counsel’s out of pocket costs and expenses in litigating the **Action** on or before October 12, 2022, which the Court also will consider at the **Fairness Hearing**. Upon filing, the motion and supporting documents will be posted on the settlement website, www.bestdoctorstcpasettlement.com. You need not come to the **Fairness Hearing**, as **Class Counsel** will answer any questions that the Court may have at the **Fairness Hearing**. If you have filed a timely written objection, the Court will consider it. If you file a timely objection, you may attend the **Fairness Hearing** with or without your own lawyer. If you retain a lawyer to attend the **Fairness Hearing**, you must pay your own lawyer. If the Court declines to approve the **Settlement Agreement**, there will be no **Individual Awards** issued. If the Court approves the **Settlement Agreement**, **Individual Awards** will be distributed according to the timeline approved in the Court’s **Final Order and Judgment**. Even if the Court approves the **Settlement Agreement** at the **Fairness Hearing**, there may be appeals that could delay distribution of **Individual Awards**, perhaps for more than a year.

8. WHERE CAN I GET ADDITIONAL INFORMATION?

Additional details about the **Settlement** are available on www.bestdoctorstcpasettlement.com or by contacting the **Settlement Administrator** at Best Doctors Settlement, Kurtzman, Carson Consultants, LLC, P.O. Box 43447, Providence, RI 02940-3447. A complete collection of information, including copies of the pleadings, records and other papers on file in the **Action**, is also available during regular business hours at the Office of the Clerk, United States District Court for the District of Massachusetts, 1 Courthouse Way, Boston, Massachusetts 02210. **PLEASE DO NOT CALL THE COURT OR BEST DOCTORS FOR ADDITIONAL INFORMATION.**