

LUDWIG V. PRET A MANGER CLAIMS ADMINISTRATOR
C/O RUST CONSULTING, INC.
PO BOX 2396
FARIBAULT, MN 55021-9096

IMPORTANT LEGAL MATERIALS



NAME
ADDRESS
CITY STATE ZIP

CLAIM FORM AND RELEASE INSTRUCTIONS

In order to receive any portion of the settlement funds, you **MUST** complete, sign, date, and mail the **CLAIM FORM AND RELEASE** to the Claims Administrator at the address below in time for the Claims Administrator to receive it by **May 29, 2012**. If the Claims Administrator does not receive the **CLAIM FORM AND RELEASE** by **May 29, 2012**, you will **NOT** be eligible to receive any portion of the settlement funds. For more information on the Settlement, how your share of the settlement funds will be calculated, and your rights, please see the attached **NOTICE**.

By signing, dating, and mailing the **CLAIM FORM AND RELEASE**, you are also consenting to become a party to this action under the federal Fair Labor Standards Act, 29 U.S.C. § 216(b) and agreeing to the release of claims set forth below. (For Further Information, see the **NOTICE**.)

The Claim Form and Release must be personally filled out by the current or former employee who seeks to participate in the Settlement or someone with a legal right to act on his or her behalf.

If you are a Class Member and you did not opt out of the Settlement, and if you properly complete the Claim Form and Release and timely mail it to the Claims Administrator, you will be eligible for a distribution from the Settlement in accordance with the formula described in Section 6 of the Notice.

You may return the Claim Form and Release in the addressed, pre-paid envelope that has been enclosed. The Claim Form and Release must be sent to the address on that envelope:

Ludwig v. Pret A Manger Claims Administrator
c/o Rust Consulting, Inc.
PO Box 2396
Faribault, MN 55021-9096

BE SURE TO MAKE A COPY OF THE SIGNED CLAIM FORM FOR YOUR RECORDS.

CHANGE OF ADDRESS

It is your responsibility to keep a current address on file with the Claims Administrator. Please make sure to notify the Claims Administrator of any change of address.



NAME
ADDRESS
CITY STATE ZIP

Check this box and provide your current name and address if the pre-printed address to the left is incorrect or out of date, OR there is no pre-printed data to the left.

Name: _____

Address: _____

City: _____

State: _____ Zip Code: _____

(_____) _____ - _____
Area Code Home Telephone Number

CLAIM FORM AND RELEASE

Ludwig v. Pret A Manger Claims Administrator
c/o Rust Consulting, Inc.
PO Box 2396
Faribault, MN 55021-9096
1-800-549-1841

THE FORM MUST BE RECEIVED BY THE CLAIMS ADMINISTRATOR NO LATER THAN MAY 29, 2012.

SUBSTITUTE IRS FORM W-9

TAX PAYER IDENTIFICATION NUMBER

Enter your Social Security Number: - -

CERTIFICATION

Under penalties of perjury, I certify that:

- The Social Security number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and**
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. person (including a U.S. resident alien).

W-9 Signature: _____

W-9 Date: ____ / ____ / _____

Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above. The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.





DECLARATION AND SIGNATURE

By signing below, I swear that, at some point during my employment as a Class Member, as described in the Notice, I worked overtime.

By signing below, I hereby opt into the case *David Ludwig v. Pret A Manger (USA) Ltd., d/b/a Pret A Manger*, Case No. 11-cv-5677 (BSJ) (AJP) (the "Litigation") pursuant to Section 16(b) of the Fair Labor standards Act, 29 U.S.C. § 216(b), and give my consent to become a party.

By signing below, I forever and fully release Pret A Manger (USA) Ltd. ("Pret" or "Defendant"), its owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, affiliates, benefit plans, plan fiduciaries and/or administrators, and all persons acting by, through, under or in concert with any of them, including any party that was or could have been named as a defendant in the Litigation (collectively, the "Releasees") from any and all past and present matters, claims, demands, causes of action, and appeals of any kind, whatsoever, whether at common law, pursuant to statute, ordinance, or regulation, in equity or otherwise, and whether arising under federal, state, local, or other applicable law, which I have or might have, known or unknown, of any kind whatsoever, that are based upon federal, state or local laws governing overtime pay, wage requirements, or hours worked or that otherwise arise out of or relate to the facts, acts, transactions, occurrences, events or omissions alleged in the Litigation, and that arose during the initial five months of my employment in an exempt position in a Pret store and/or during my participation in Pret's Manager-In-Training program ("Released Claims"). The Released Claims include without limitation claims asserted in the Litigation and any other claims based on federal, state or local law governing overtime pay, exempt status, payment of wages, hours worked, denial of meal periods and rest breaks, denial of spread of hours pay, failure to provide itemized wage statements or wage notices, failure to make payments due had such individual been classified as nonexempt, failure to provide benefits or benefit credits, failure to keep records of hours worked or compensation due, and penalties for any of the foregoing, including without limitation claims under the Fair Labor Standards Act ("FLSA"), the New York Minimum Wage Act, New York Labor Law §§ 650 *et seq.*, New York Wage Payment Act, New York Labor Law §§ 190 *et seq.*, the New York State Department of Labor Regulations, 12 N.Y.C.R.R. part 142, 12 N.Y.C.R.R. part 146, the Illinois Minimum Wage Law, 820 Ill. Comp. Stat. 105/1 *et seq.*, and the regulations promulgated thereunder, 56 Ill. Admin. Code §§ 210.100 *et seq.*, the Illinois Wage Payment and Collection Act, 820 Ill Comp. Stat. 115/1 *et seq.*, and the regulations promulgated thereunder, 56 Ill. Admin. Code §§ 300.440 *et seq.*, the District of Columbia Minimum Wage Revision Act, D.C. Code §§ 32-1001 *et seq.*, the District of Columbia Wage-Hour Rules, 7 D.C. Mun. Regs. §§ 900, *et seq.*, the District of Columbia Wage Payment and Collection Law, D.C. Code §§ 32-1301 *et seq.*, and the statutes and regulations of all other states relating to the foregoing.

I declare under penalty of perjury that the above information is correct.

Signature

____ / ____ / ____
Date

To be valid, the Claim Form and Release must be properly completed, signed, dated, and mailed to the Claims Administrator at the following address via First-Class United States Mail and received by May 29, 2012:

Ludwig v. Pret A Manger Claims Administrator
c/o Rust Consulting, Inc.
PO Box 2396
Faribault, MN 55021-9096

YOU MUST COMPLETE ALL PAGES OF THE CLAIM FORM AND RELEASE



FOR OFFICIAL USE ONLY
08

OPT-OUT STATEMENT

David Ludwig v. Pret A Manger (USA) Ltd., d/b/a Pret A Manger

**SUBMIT THIS FORM ONLY IF YOU DO NOT WISH TO REMAIN A CLASS MEMBER.
IF YOU SUBMIT THIS FORM, YOU WILL NOT BE ELIGIBLE TO RECEIVE ANY MONEY FROM THE SETTLEMENT.**

I wish to opt out of the Settlement of the *Ludwig v. Pret A Manger (USA) Ltd.* case. I understand that by opting out, I will be excluded from the Settlement and will receive no money from the Settlement. I understand that in any separate lawsuit, it is possible that I may receive nothing or less than I would have received if I had filed a claim under the Settlement in this lawsuit. I understand that any separate lawsuit by me will be undertaken at my own expense and at my own risk. I understand that Counsel for the Class will not represent my interests if I opt out.

Print Name

____-____-____-____-____
Social Security Number

Signature

SEND TO CLAIMS ADMINISTRATOR AT

**Ludwig v. Pret A Manger Claims Administrator
c/o Rust Consulting, Inc.
PO Box 2396
Faribault, MN 55021-9096**

**MUST BE MAILED BY UNITED STATES FIRST-CLASS MAIL
AND POSTMARKED NO LATER THAN MAY 29, 2012**

WE ADVISE YOU TO KEEP A COPY FOR YOUR RECORDS—YOU MAY WISH TO MAIL RETURN RECEIPT REQUESTED



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DAVID LUDWIG, on behalf of himself and all others
similarly situated,

Plaintiff,

v.

PRET A MANGER (USA), Ltd., d/b/a PRET A
MANGER,

Defendant.

Index No. 11 CV 5677 (BSJ) (AJP)

ECF CASE

**NOTICE OF PROPOSED SETTLEMENT
OF CLASS ACTION LAWSUIT AND
FAIRNESS HEARING**

TO: CERTAIN CURRENT OR FORMER EMPLOYEES OF PRET A MANGER (USA) LTD. ("PRET" OR
"DEFENDANT") WHO PARTICIPATED IN PRET'S MANAGER-IN-TRAINING PROGRAM

Based on Pret's records, you may be a Class Member who is entitled to participate in the proposed \$299,000 settlement of the case captioned *David Ludwig v. Pret A Manger (USA) Ltd., d/b/a Pret A Manger* (the "Lawsuit"). **Please read this Notice carefully.** It contains important information about your rights concerning the class action settlement described below.

As described more fully below, to participate in the settlement, you must submit a properly completed Claim Form and Release in time for the Claims Administrator to receive it by May 29, 2012. If you fail to turn in a timely Claim Form and Release, you will receive no monetary distribution from the settlement. Unless you "Opt Out" of the Lawsuit and the settlement by submitting an Opt-Out Statement postmarked by May 29, 2012, you will be bound by the terms of the settlement, regardless of whether you submit a Claim Form and Release or receive money.

Class Members are encouraged to participate in this settlement. The law prohibits retaliation against current or former employees who participate in settlements.

Important Deadlines:

- Deadline for the Claim Form and Release: must be mailed in time for the Claims Administrator to receive it by May 29, 2012
- Deadline for the Opt-Out Statement: must be postmarked by May 29, 2012
- Deadline for objecting to the settlement: must be postmarked by May 29, 2012 and mailed in time for the Claims Administrator to receive it by June 5, 2012

For assistance completing the Claim Form and Release or for assistance with related matters, please contact the Claims Administrator at 1-800-549-1841.

This Notice explains the nature of the Lawsuit and the terms of the settlement and informs you of your rights and obligations. This Notice should not be understood as an expression of any opinion by the Court as to the merits of any of the claims or defenses asserted by the parties. This Notice contains information about the following topics:

1. What Is This Lawsuit About
2. What Is A Class Action
3. What Is The Purpose Of This Notice
4. Who Is Included In The Lawsuit
5. Who Is Class Counsel
6. What Are The Benefits And Terms Of The Proposed Settlement
7. When Is The Fairness Hearing To Approve The Settlement
8. How Can You Object To The Proposed Settlement
9. How Can You Opt Out Of The Settlement
10. How Can You Examine Court Records
11. What If You Have Questions

1. What Is This Lawsuit About

A former employee of Pret, David Ludwig (“Plaintiff”), filed this Lawsuit, in which he alleged that Pret violated the Fair Labor Standards Act (“FLSA”) and certain state laws by unlawfully classifying employees who participated in Pret’s Manager-in-Training program during applicable statutory periods as exempt from receiving overtime pay. Plaintiff, on behalf of himself and others he claims are similarly situated, sought to recover unpaid wages, damages, injunctive relief and attorneys’ fees and costs.

Pret has denied and continues to deny any wrongdoing and denies any and all liability and damages with respect to the alleged facts or causes of action asserted in the Lawsuit. To avoid the burden, expense, inconvenience, and uncertainty of continued litigation, however, Pret has concluded that it is in its best interests to resolve and settle the Lawsuit by entering into a settlement agreement (the “Settlement”).

The Lawsuit is presently before Judge Barbara S. Jones, United States District Judge for the United States District Court for the Southern District of New York. Judge Jones has not made any decisions on the merits of the case. On February 29, 2012, Judge Jones conditionally certified this matter a class action and granted preliminary approval of the Settlement, subject to a fairness hearing which will take place on July 10, 2012.

2. What Is A Class Action

A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. One or more representative plaintiffs, also known as “Plaintiffs” or “Class Representatives,” file a lawsuit asserting claims on behalf of the entire class.

3. What Is The Purpose Of This Notice

Judge Jones has ordered that this Notice be sent to you because you may be a Class Member. The purpose of this Notice is to inform you of the proposed Settlement and of your rights, including:

- To inform you of your right to “opt out” of the settlement class, and thereby preserve your ability to independently bring any claim that you might have;
- To inform you of your right to file objections to the Settlement; and
- To inform you of the steps you must take to receive any share of the settlement funds.

4. Who Is Included In The Lawsuit

You are a Class Member if you meet all of the following criteria:

You are or were employed by Pret and participated in Pret’s Manager-in-Training program either:

- At any time from August 16, 2008 until February 29, 2012 in Washington, D.C. or Illinois; or
- At any time from August 16, 2005 until February 29, 2012 in New York.

5. Who Is Class Counsel

The Court has approved and appointed lawyers to represent all members of the Class. Class Counsel are Lee Shalov of McLaughlin & Stern, LLP and Louis Ginsberg, of the Law Firm of Louis Ginsberg P.C. Class Counsel can be reached at 1-212-448-1100.

6. What Are The Benefits And Terms Of The Proposed Settlement

Plaintiff and Defendant have agreed to the Settlement summarized below. The complete terms and conditions of the proposed Settlement are on file with the Clerk of Court at the address listed below in Section 10. The parties’ obligations under the settlement agreement will not become effective unless and until it receives final court approval, including the exhaustion of any appeals.

(a) What are the benefits of the settlement?

Class Members who timely and properly complete and return the Claim Form and Release, as described in Section 6(c) below, will be eligible to receive a specified share of a \$299,000 settlement fund, less certain deductions described below, based on a formula approved by the Court. Amounts that are not claimed by Class Members and are not necessary to cover expenses and fees associated with the Lawsuit and/or Settlement will be paid to charity. Pret will pay the entire \$299,000 regardless of how many employees submit a Claim Form and Release.

The following adjustments will be made to the \$299,000 amount prior to distribution of the settlement funds to Class Members:

- Settlement Administration Fees: A reserve will be set aside for reasonable costs associated with administering the Settlement. The reserve will be used to pay a claims administration company for mailings, processing claims, providing information and assistance to Class Members, and preparing information reported to the Court.
- Attorneys' Fees and Costs: Class Counsel will seek, and Defendant will not oppose, an award covering fees not to exceed 33.33% of the \$299,000 settlement fund described above and an additional amount in reimbursement for reasonable litigation costs and expenses. All fee awards, costs and expenses paid to Class Counsel will be paid from the settlement fund. Class Counsel have expended considerable time and effort in the prosecution of this litigation on a contingent basis, and they have advanced the expenses of this litigation in the expectation that if they were successful in obtaining a recovery in the matter, they would be paid from that recovery. In this type of litigation, it is customary for counsel to be awarded a percentage of the recovery to cover attorneys' fees, costs, and expenses.
- Service Payments: If the Court approves such payments, the Plaintiff in this case will receive a payment of up to \$10,000, and Christopher Thireos will receive a service payment of up to \$2,500, because they provided service to the Class, among other ways, by helping Class Counsel to formulate claims. The payments outlined in this paragraph are separate from and in addition to the share of the settlement fund that Plaintiff and Christopher Thireos may otherwise be eligible to receive.

The remaining amount in the settlement fund (the "Net Settlement Fund") will be distributed according to the method set forth below in Section 6(d).

(b) What is the legal effect of participating in the settlement?

If the Court grants final approval of the Settlement, in exchange for the \$299,000 settlement described above, this action will be dismissed with prejudice and Class Members who do not opt out will fully release and discharge Defendant from certain claims. When claims are "released," that means that a person covered by the release cannot sue Defendant for any of the claims that are covered by the release.

The terms of the Release in the Settlement Agreement read:

"By operation of the entry of the Judgment and Final Approval, and except as to such rights or claims as may be created by this Agreement, Plaintiff and each Class Member who does not timely opt out pursuant to Section 2.6, forever and fully release Defendant, its owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, affiliates, benefit plans, plan fiduciaries and/or administrators, and all persons acting by, through, under or in concert with any of them, including any party that was or could have been named as a defendant in the Litigation (collectively, the "Releasees") from any and all past and present matters, claims, demands, causes of action, and appeals of any kind, whatsoever, whether at common law, pursuant to statute, ordinance, or regulation, in equity or otherwise, and whether arising under federal, state, local, or other applicable law, which any such individual has or might have, known or unknown, of any kind whatsoever, that are based upon federal, state or local laws governing overtime pay, wage requirements, or hours worked or that otherwise arise out of or relate to the facts, acts, transactions, occurrences, events or omissions alleged in the Litigation, and that arose during the initial five months of such individual's employment in an exempt position in a Pret store and/or during such individual's participation in Pret's Manager-In-Training program ("Released Claims"). The Released Claims include without limitation claims asserted in the Litigation and any other claims based on federal, state or local law governing overtime pay, exempt status, payment of wages, hours worked, denial of meal periods and rest breaks, denial of spread of hours pay, failure to provide itemized wage statements or wage notices, failure to make payments due had such individual been classified as nonexempt, failure to provide benefits or benefit credits, failure to keep records of hours worked or compensation due, and penalties for

any of the foregoing, including without limitation claims under the Fair Labor Standards Act (“FLSA”), the New York Minimum Wage Act, New York Labor Law §§ 650 *et seq.*, New York Wage Payment Act, New York Labor Law §§ 190 *et seq.*, the New York State Department of Labor Regulations, 12 N.Y.C.R.R. part 142, 12 N.Y.C.R.R. part 146, the Illinois Minimum Wage Law, 820 Ill. Comp. Stat. 105/1 *et seq.*, and the regulations promulgated thereunder, 56 Ill. Admin. Code §§ 210.100 *et seq.*, the Illinois Wage Payment and Collection Act, 820 Ill Comp. Stat. 115/1 *et seq.*, and the regulations promulgated thereunder, 56 Ill. Admin. Code §§ 300.440 *et seq.*, the District of Columbia Minimum Wage Revision Act, D.C. Code §§ 32-1001 *et seq.*, the District of Columbia Wage-Hour Rules, 7 D.C. Mun. Regs. §§ 900, *et seq.*, the District of Columbia Wage Payment and Collection Law, D.C. Code §§ 32-1301 *et seq.*, and the statutes and regulations of all other states relating to the foregoing.”

(c) How can I participate in the settlement?

If you wish to receive a distribution from the settlement fund, you must timely complete and return the enclosed Claim Form and Release according to the instructions provided on the form, including: (1) an oath that, at some point during the applicable period, you worked overtime; (2) an acknowledgment that by signing the Claim Form and Release, you opt in to the case pursuant to 29 U.S.C. § 216(b); and (3) a release of claims consistent with that set forth in Section 6(b) of this Notice. The oath must be personally filled out by the current or former employee who seeks to participate in the Settlement or someone with a legal right to act on his or her behalf.

The Claim Form and Release must be properly completed, signed, and mailed to the Claims Administrator via First-Class United States Mail, and received by May 29, 2012. If you do not properly complete and timely submit the Claim Form and Release in order for it to be received by May 29, 2012, you will not be eligible to receive any monetary distribution. Class Counsel recommend that you send your Claim Form and Release in the enclosed postage-prepaid envelope.

You should keep in mind that if you do not opt out, and if you do not properly and timely complete and return the Claim Form and Release in accordance with instructions provided on the form, you will not receive a distribution from the settlement fund, but you will still be bound by the Release described in Section 6(b).

(d) How will my share be calculated if I participate?

Each Class Member who submits a timely and properly completed Claim Form and Release will receive a share of the Net Settlement Amount (that is, the settlement funds that remain after deductions are made for claims administration costs and attorneys’ fees and expenses). There are approximately 172 Class Members that are eligible to receive a share of the Net Settlement Amount.

(i) Alternate Payments to Class Members Who Were On-the-Job Evaluation Candidates

There is a small percentage of Class Members who were employed by Pret in the Manager-in-Training program for only a day or less than a day and/or did not work beyond their On-The-Job Evaluation. If you are one of these individuals, your share of the Net Settlement Amount will be \$50.

(ii) Individual Distributions For Other Class Members

The share to be allocated to each Class Member other than those described in the preceding section will be calculated by dividing the Net Settlement Amount less the Alternate Payments described in the preceding section, by the total number of Class Members less the number of Class Members who are eligible for only the Alternate Payment. In other words, the settlement (less the minimum payments to those described in the preceding section) will be divided evenly among the Class Members (other than those Class Members described in the preceding section).

7. When Is The Fairness Hearing To Approve The Settlement

The Court has granted preliminary approval of the proposed Settlement, concluding preliminarily that the Settlement is fair, adequate, and reasonable and that the proposed distribution of the Settlement amount is fair, adequate, and reasonable.

A hearing will be held to determine whether final approval of the Settlement and the amount of reasonable attorneys’ fees and costs should be granted. At the hearing, the Court will hear objections, if any, and arguments concerning the fairness of the proposed Settlement and the request for reasonable attorneys’ fees and costs. The hearing will take place before Judge Jones on July 10, 2012 at 10:00 a.m., or as soon thereafter as practicable, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007-1312. The time and date of this hearing may be continued or adjourned, so please contact Class Counsel prior to the date of the hearing if you plan to attend.

YOU ARE NOT OBLIGATED TO ATTEND THIS HEARING. YOU MAY ATTEND THE HEARING IF YOU PLAN TO OBJECT TO THE SETTLEMENT. YOU MAY ALSO RETAIN YOUR OWN ATTORNEY TO REPRESENT YOU IN YOUR OBJECTIONS. IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST SUBMIT A WRITTEN OBJECTION AS DESCRIBED IN THE FOLLOWING SECTION. IF YOU WISH TO APPEAR AT THE HEARING TO DISCUSS YOUR OBJECTION, YOU MUST STATE IN YOUR OBJECTION YOUR INTENTION TO APPEAR AT THE FAIRNESS HEARING.

8. How Can You Object To The Proposed Settlement

If you want to present objections at the Fairness Hearing, you must submit a written statement of the objection(s) to the Claims Administrator at the address below. Your objection will not be heard unless it is mailed to the Claims Administrator via First-Class United States Mail, postage prepaid. To be effective, any objections must be postmarked no later than May 29, 2012 and received by the Claims Administrator no later than June 5, 2012. You do not need to be represented by counsel to object. If you wish to present your objection at the fairness hearing, you must state your intention to do so in your written objection. You may hire a lawyer to assist you with your objection or to represent you at the Fairness Hearing.

Ludwig v. Pret A Manger Claims Administrator
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Faribault, MN 55021-9096

9. How Can You Opt Out Of The Settlement

You have the right to exclude yourself, and yourself only, from this Lawsuit and Settlement. **If you choose to exclude yourself, you will not be barred from seeking relief with respect to any legal claims and will be free to pursue an individual claim, if any, against Defendant, but you will not be eligible to receive the benefits of this Settlement.**

If you intend to exclude yourself, you must complete the enclosed Opt-Out Statement and mail it to the Claims Administrator at the address below. The Opt-Out Statement must be mailed to the Claims Administrator via First-Class United States Mail, postage prepaid, and postmarked no later than May 29, 2012.

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10. How Can You Examine Court Records

The foregoing description of the case is general and does not cover all of the issues and proceedings thus far. In order to see the complete file, including a copy of the settlement agreement, you should visit the Clerk of Court, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007-1312. The Clerk will make all files relating to this Lawsuit available to you for inspection and copying at your own expense. You may enter an appearance in this case through an attorney if you so desire.

11. What If You Have Questions

If you have questions about this Notice, or want additional information, you can contact the Claims Administrator at 1-800-549-1841.

Dated: March 30, 2012

This Notice is sent to you by Order of the United States District Court for the Southern District of New York.