

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

***Zollicoffer, et al. v. Gold Standard Baking, Inc., et al.*, Case No. 13-cv-01524 (“*GSB Matter*”)
Eagle, et al. v. Vee Pak, Inc., et al., Case No. 12-cv-09672 (“*Vee Pak Matter*”)**

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT, AND FAIRNESS
HEARING**

If you are African American and sought a work assignment at MVP at its Cicero, Illinois office located at 5637 W Roosevelt Rd, Cicero, IL 60804 between January 1, 2011 through October 21, 2013 or between February 27, 2011 through December 31, 2014, but on one or more occasion were not assigned to work at Gold Standard Baking and/or Vee Pak, the settlement of a class action lawsuit and the partial settlement of another class action lawsuit may affect you.

A federal court has authorized this Notice. This is not a solicitation from a lawyer. You are not being sued.

Part 1: Basic Information

What is this Notice About?

What is this Notice about?

This Notice is to tell you about the Settlement of a “class action” lawsuit that was filed against Gold Standard Baking, Inc. (“GSB”) and Personnel Staffing Group, LLC d/b/a MVP (“MVP”) in the *GSB Matter* and to tell you about a “Fairness Hearing” before Judge Sara L. Ellis on April 4, 2023 at 10:00 a.m. at the United States District Court for the Northern District of Illinois Eastern Division, 219 S. Dearborn Chicago, IL 60604, to determine whether the proposed settlement described in the Partial Class Action Settlement Agreement of the *GSB Matter* (the “*GSB Agreement*”) fairly resolves the claims against Defendants GSB and MVP, as explained below.

This Notice is also to tell you about the partial Settlement of a second “class action” with MVP only in the *Vee Pak Matter* and to tell you about a “Fairness Hearing” before Judge John J. Tharp, Jr. on April 7, 2023 at 2:00 p.m. at United States District Court for the Northern District of Illinois Eastern Division, 219 S. Dearborn Chicago, IL 60604, to determine whether the proposed partial settlement described in the Partial Class Action Settlement Agreement (the “*Partial Vee Pak Agreement*”) fairly resolves the claims against MVP as explained below. Two other Defendants in the *Vee Pak Matter*, Vee Pak and Staffing Network (“*Non-Settling Defendants*”) are not participating in this Settlement and the litigation will proceed against them. You may be entitled to an additional monetary award at a later date if money is recovered through settlement or trial against the *Non-Settling Defendants*.

Why did I get this Notice?

You received this Notice because you received an assignment from MVP from January 1, 2011, up through and including December 31, 2014 and, if you are African American, you may be a member of the Class in the *GSB Matter* or the *Vee Pak Matter* or both.

The Class in the *GSB Matter* is defined as:

African American laborers who sought work assignments through MVP to work at GSB, but on one or more occasion were not assigned to work at GSB when a position was available during the period of February 27, 2011, up through and including December 31, 2014.

The MVP Subclass in the *Vee Pak* Matter is defined as:

African American laborers who sought work assignments through MVP to work at Vee Pak, but on one or more occasion were not assigned to work at Vee Pak when a position was available during the period of January 1, 2011, up through and including October 21, 2013.

If you meet this definition of one or both of these Classes, you are eligible to participate in one or both of the settlements and may be eligible for compensation as described below. If you do not wish to participate in either settlement, you may also exclude yourself or opt-out of one or both of the settlements. Information on how to exclude yourself from the settlements is available on page 6 of this Notice.

This Notice explains:

- What this litigation is about;
- Who is affected by the lawsuits;
- Who represents the Classes in the lawsuits;
- What your legal rights and options are;
- How and by when you need to act.

This Notice **is not** a notice of a lawsuit **against** you. A Federal Court has authorized this Notice.

What is the Litigation about?

The *GSB* Matter was filed against GSB and MVP by James Zollicoffer and Norman Green (“Plaintiffs”) on behalf of themselves and other similarly situated African American laborers who sought work assignments from MVP from February 27, 2011, up through and including December 31, 2014, but who, on one or more occasions, were not assigned to work at GSB when a position was available. In this lawsuit, Plaintiffs seek to recover on their own behalf and on behalf of the Class the lost wages that they could have received if they had been assigned to work at GSB by MVP, as well as their attorney’s fees and costs. The Defendants have denied all allegations of wrongdoing in this matter, and no Court has held that either GSB or MVP has violated the law. The Plaintiffs and the Defendants have reached a Settlement regarding the *GSB* Matter.

The *Vee Pak* Matter was filed against MVP by James Zollicoffer (“Plaintiff”), on behalf of himself and other similarly situated African American laborers who sought work assignments from MVP from January 1, 2011, up through and including October 21, 2013, but who, on one or more occasions, were not assigned to work at Vee Pak when a position was available. In this lawsuit, Plaintiff seeks to recover on his own behalf and on behalf of the MVP Subclass in the *Vee Pak* Matter the lost wages that they could have received if they had been assigned to work at Vee Pak by MVP, as well as their attorney’s fees and costs. MVP has denied all allegations of wrongdoing in this matter, and no Court has held that MVP has violated the law. The Plaintiffs and MVP have reached a Settlement regarding the *Vee Pak* Matter.

Part 2: The Settlements

What Do the Settlements Entail?

What are the *GSB* Settlement and partial *Vee Pak* Settlement and how were they reached?

In the *GSB* Matter, Plaintiffs, and both Defendants GSB and MVP agreed to a Settlement in which the *GSB* Defendants have agreed to compensate Plaintiffs and other Class Members for alleged race discrimination in the assignments that MVP made to GSB. The *GSB* Defendants deny all wrongdoing, and no court has held that the *GSB* Defendants violated the law. The Plaintiffs and the *GSB* Defendants are now seeking Court approval of the settlements with GSB and MVP, which is required for the settlement to become effective. The *GSB* Settlement includes a procedure for eligible persons to receive their share of the Class Settlement Fund.

In the *Vee Pak* Matter, Plaintiff and MVP agreed to a partial Settlement in which MVP has agreed to contribute

to a fund to compensate Plaintiff and other Class Members for the alleged of race discrimination in assignments that MVP made to Vee Pak. MVP denies all wrongdoing, and no court has held that the MVP violated the law. The Named Plaintiff and MVP are now seeking Court approval of the settlement with MVP, which is required for the settlement to become effective. The funds paid by MVP in this settlement, less the cost of claims administration, will be held in trust until the entire case is resolved against all Defendants or until the Court so directs.

The parties have devoted substantial amounts of time, energy, and other resources in prosecuting and in defending the *Vee Pak* and *GSB* Matters which were initially filed with the Equal Employment Opportunity Commission in 2012 and filed in Court in late 2012 and early 2013, respectively. In the course of the litigation and settlement discussions of both matters, both GSB and MVP have revealed information about their respective financial condition which has raised concerns about their ability to pay a larger amount than agreed to in these settlements. Unless there is a settlement, the lawsuit will continue against GSB and MVP in the *GSB* Matter and against MVP in the *Vee Pak* Matter and there would be no guarantee of a greater recovery. In light of these factors, the Settling Parties believe that these settlements are the best way to fully resolve the *GSB* Matter and partially resolve the *Vee Pak* Matter while minimizing further expenditures, delay and risk.

The Parties and their attorneys believe that the settlements are fair, reasonable, and adequate, and in the best interests of all of the Settling Parties, including the members of the Class in the *GSB* Matter and members of the MVP Subclass in the *Vee Pak* Matter.

What are the terms of the Settlement?

In the *GSB* Matter, Defendants GSB and MVP have agreed to pay a combined settlement amount of Two Million Three Hundred Sixty-Five Thousand and 00/100 Dollars (\$2,365,000.00), of which One Million and Forty Thousand and 00/100 (\$1,040,000.00), less the cost of claims administration, the service awards to the Named Plaintiffs and the employer share of payroll taxes, will be paid to Class Members to resolve the claims of race discrimination brought against GSB and MVP in the *GSB* Matter (the “*GSB* Class Settlement Fund”).

In the *Vee Pak* Matter, Defendant MVP has agreed to contribute One Hundred and Thirty-Five Thousand and 00/100 Dollars (\$135,000.00) toward a settlement fund (the “*Vee Pak* MVP Subclass Settlement Fund”). The *Vee Pak* MVP Subclass Settlement Fund, along with any recovery from Vee Pak, will ultimately be used to pay Settlement Awards to MVP Subclass Members in the *Vee Pak* Matter, any additional cost of claims administration, the employer’s share of payroll taxes and any service award to the Named Plaintiff and attorneys’ fees and costs as awarded by the Court. However, as the litigation in the *Vee Pak* Matter on behalf of the MVP Subclass continues, the Court has directed that these funds, less the cost of the claims administration, be held in trust until the resolution of the entire *Vee Pak* Matter or until the Court so directs.

Class Members in the *GSB* Matter who do not exclude themselves from the *GSB* Settlement will release GSB and MVP and each of their respective current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities’ past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and representative capacities (collectively referred to as the “Releasees”) from any and all race discrimination claims against the Releasees that arise out of the same transactions or occurrences alleged in Plaintiffs’ Sixth Amended Complaint in the *GSB* Matter (“*GSB* Released Claims”). MVP Subclass Members in the *Vee Pak* Matter who do not exclude themselves from the partial *Vee Pak* Settlement will release MVP and each of its respective current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities’ past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and representative capacities (collectively referred to as the “Releasees”) from

any and all race discrimination claims against the Releasees that arise out of the same transactions or occurrences alleged in Plaintiffs' Sixth Amended Complaint in the *Vee Pak* Matter ("*Vee Pak* Released Claims"). The scope of release for the Settling Defendants' Releasees in both matters shall be the same as permitted under the doctrine of *res judicata* had a judgment been entered in GSB or MVP's favor; provided, however, that the *Vee Pak* Released Claims do not include and explicitly exclude any and all claims against Vee Pak, Inc., Vee Pak, LLC and Staffing Network Holdings, LLC and each of their respective current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns. Also explicitly not released and excluded from the *GSB* and partial *Vee Pak* Settlements are any claims related to any conduct or omissions occurring after December 31, 2014 and the Waiver and Release explicitly does not waive any rights that cannot be waived by law, including the right to file a charge of discrimination with an administrative agency, such as the United States Equal Employment Opportunity Commission ("EEOC") and the right to participate in any agency investigation or proceeding. However, any *GSB* Class Member who does not opt-out of the *GSB* Settlement or *Vee Pak* MVP Subclass Member who does not opt-out of the partial *Vee Pak* Settlement, if approved, will waive any right to recover a monetary award from any of the Releasees in connection with such a charge or investigation related to the Released Claims for a charge filed by any individual, by the EEOC, or by any other city, local, state, or federal agency.

Under the *GSB* Settlement Agreement, each of the two Named Plaintiffs will ask the Court to award them a payment of Ten Thousand and 00/100 Dollars (\$10,000.00) for executing a full release of all claims as to *GSB* and MVP for helping to litigate and settle the *GSB* Matter, and Plaintiffs' counsel will ask the Court to award them One Million, Three Hundred Thousand and Twenty-Five Thousand and 00/100 Dollars (\$1,325,000.00) to reimburse them for expenses incurred in this litigation and for their attorneys' fees, if approved by the Court.

As discussed above, in the partial *Vee Pak* Settlement, the funds from the settlement, less the cost of the claims administration and the service award sought for the Named Plaintiff, will be held in trust and be distributed at a later time as directed by the Court. Plaintiff's counsel will not seek reimbursement of attorneys' fees and costs from this partial settlement at this time. Instead, the litigation in the *Vee Pak* Matter will continue against Vee Pak and Staffing Network.

What am I entitled to recover under the Settlement?

If the Court approves the *GSB* Settlement, each *GSB* Class Member who submits a valid and timely claim may receive a share of the combined Class Action Settlements with *GSB* and MVP in the *GSB* Matter of One Million, Forty Thousand and 00/100 (\$1,040,000.00), minus the cost of claims administration, service awards to the Named Plaintiffs and the employer's share of payroll taxes, as long any wages earned from MVP do not exceed the average wages earned by non-African Americans assigned to Vee Pak during this same time. The award to each Claimant shall be no more than Five Thousand Dollars (\$5,000.00). The actual amount each Claimant in the *GSB* Settlement will receive will depend upon how many claims are filed. If more claims are received than funds available, each claimant's settlement award will be reduced proportionately. If the total amount of all claims is less than the total funds available, each eligible Claimant's settlement payment will be increased proportionately.

The Parties have agreed that each Claimant's Back Pay Award in the *GSB* Matter will be considered wages and will be reported as such on an IRS Form W-2 and that the Claimant's Compensatory Damages Award will be considered statutory damages and will be reported as such on an IRS Form 1099 where mandated by the Internal Revenue Service. Appropriate withholding of federal, state, and local income taxes, and the Claimants' share of Federal Insurance Contributions Act (FICA) taxes shall be deducted from these settlement payments and reported in the above referenced Form W-2. Other than the withholding and reporting requirements herein, Claimants shall be solely responsible for the reporting and payment of their share of any federal, state, or local income or other taxes on payments received pursuant to this settlement.

If the Court approves the partial *Vee Pak* Settlement with MVP, each *Vee Pak* MVP Subclass Member may receive a share of the partial *Vee Pak* MVP Subclass Settlement Fund of One Hundred Thirty-Five Thousand and 00/100 (\$135,000.00), minus the cost of claims administration, service awards to the Named Plaintiffs and the

employer's share of payroll taxes.

How do I participate?

How do I receive a Settlement Award in the GSB Settlement?

To receive a part of the *GSB* Class Settlement Fund, you must be a class member in the *GSB* Matter by answering, under oath, “Yes” to Claim and Release Form Questions 1 (affirming under oath that you identify as African American) and 2(a) (affirming under oath that you sought work at MVP during the *GSB* Class Period).

How can I be eligible to receive a part of the partial Settlement with MVP in the *Vee Pak* Matter at a later time?

As explained above, there will be no payments made from the partial *Vee Pak* MVP Subclass Settlement Fund at this time. However, to be eligible to receive a part of the *Vee Pak* MVP Subclass Settlement Fund at the time the Court directs this Fund to be distributed, you must be a Class Member in the *Vee Pak* Matter by answering, under oath, “Yes” to questions 1 (affirming under oath that you identify as African American) and 2(b) (affirming under oath that you sought work at MVP during the *Vee Pak* Class Period) on the Claim and Release Form. You must complete and sign the Claim and Release Form without alteration or amendment and return it to the Claims Administrator on or before March 6, 2023. *If you do not timely complete and return a signed and fully completed Claim and Release Form, you will not receive a monetary settlement award.*

Am I able to be part of both the *GSB* Class and the *Vee Pak* MVP Subclass?

Yes, if you truthfully answer “Yes” to Claim and Release Form Question 1 and both questions 2(a) and 2(b) under oath and timely submit a signed, fully completed Claim and Release Form, you will be a member of both the *GSB* Class and the *Vee Pak* MVP Subclass and eligible to receive the benefit from settlements in both matters.

As an example of how you should respond to the Claim Form Questions:

- If you sought work from this MVP office between October 22, 2013 and December 31, 2014, but not before that, and did not reject assignments to GSB, you would answer “Yes” to question 2(a) but “No” to question 2(b).
- If you sought work from this MVP office between January 1, 2011 and February 26, 2011, but not after that, and did not reject assignments to Vee Pak, you would answer “No” to question 2(a) but “Yes” to question 2(b).
- If you sought work from this MVP office between February 27, 2011 and October 22, 2013, and did not reject assignments to Vee Pak or GSB, you would answer “Yes” to both questions 2(a) and 2(b).

If you are uncertain how to respond to the questions, please contact the Claims Administrator at:

MVP/Gold Standard Baking Class
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164.
Telephone: 1-888-212-3832
Email: MVPSettlement@atticusadmin.com

Am I required to participate in the Settlements?

No, you may do nothing, and you will remain a member of the *GSB* Class and the *Vee Pak* MVP Subclass and bound by the settlements in both Matters, but you will not receive a settlement check under the *GSB* Settlement and will not be eligible to later receive a proportionate share of the partial *Vee Pak* Settlement with MVP as described above.

You also have the right to object or exclude yourself from either or both Settlements if you comply with the opt-out procedure stated below. However, if you exclude yourself from either or both Settlements, you will not be eligible to receive any money from the Settlement(s) from which you exclude yourself.

What is the Fairness Hearing and do I need to attend?

The purpose of the Fairness Hearing in each case is to determine whether the proposed settlements of the lawsuits (full settlement in the *GSB* Matter and partial settlement with MVP only in the *Vee Pak* Matter) are fair, reasonable, and adequate, and whether the proposed settlements should be finally approved by the Court in each case. There will be a separate Fairness Hearing for the *GSB* Settlement before Judge Ellis and for the partial *Vee Pak* Settlement with MVP before Judge Tharp. Information about each Fairness Hearing is provided below. **Any Class Member who is satisfied with the proposed settlement does not have to appear at the Fairness Hearing.**

How can I opt-out of either or both Settlements?

If you do not wish to participate in the *GSB* Settlement or the partial *Vee Pak* Settlement with MVP, you may also exclude yourself from either or both settlements (“Opt-Out Request”). To exclude yourself from the *GSB* Settlement, you must submit the following written statement on your Opt-Out Request: “I request to be excluded from the settlement in *Zollicoffer, et al. v. Gold Standard Baking, Inc., et al.*, Case No. 13-cv-01524” and return it to the Claims Administrator and postmarked on or before March 6, 2023. To exclude yourself from the partial *Vee Pak* Settlement, you must submit the following written statement on your Opt-Out Request: “I request to be excluded from the settlement in *Eagle, et al. v. Vee Pak, Inc., et al.*, Case No. 12-cv-09672” and return it to the Claims Administrator and postmarked on or before March 6, 2023.

Parties Opting Out of *GSB* Matter are Subject to Gold Standard Baking, LLC Bankruptcy Proceeding.

On June 22, 2022, Gold Standard Baking, LLC, successor in interest to Gold Standard Baking, Inc., and its debtor affiliates each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 in the United States Bankruptcy Court for the District of Delaware, pending under case number 22-10559 (JKS). Information regarding the bankruptcy proceedings may be obtained by (i) visiting the website of the Debtors’ notice and claims agent, Agent Solutions (“Omni”) at: <https://www.omniagentsolutions.com/GoldStandard>; (ii) calling Omni at: (866) 989-6144 (toll-free; US & Canada) or (818) 574-6886 (international); or (iii) inquiring by email at GoldStandardinquiries@omniagnt.com.

You may submit a single Opt-Out Request excluding yourself from both settlements. Your Opt-Out Request must include your full name, address and telephone number and must be personally signed by you and returned to the Claims Administrator and postmarked on or before March 6, 2023. If you exclude yourself from the *GSB* Settlement, you will not receive a settlement award in the *GSB* Matter as described above and you will not be bound by the release against GSB or MVP in the *GSB* Matter and may pursue other legal remedies against GSB or MVP on your own apart from the *GSB* Settlement that may be available to you. If you exclude yourself from the partial *Vee Pak* Settlement with MVP, you will not be eligible to receive a settlement award in the *Vee Pak* Matter as described above and you will not be bound by the release against MVP in the *Vee Pak* Matter and may pursue other legal remedies against MVP on your own apart from the partial *Vee Pak* Settlement with MVP that may be available to you. Neither the Parties nor their attorneys in either matter make any representations to you regarding what, if any, legal remedies are available to you should you choose to opt-out. In addition, a decision to opt-out of the partial *Vee Pak* Settlement with MVP will not impact your rights against the Non-Settling Defendants in the *Vee Pak* Matter, which is not part of this settlement. *You should not opt-out if you wish to participate in the settlement.*

How can I object to the Settlement?

Any person who has not validly and timely opted-out of the settlements but who objects to either or both of the proposed settlements may appear in person or through counsel at the Fairness Hearing and be heard as to why either or both of the settlements should not be approved as fair, reasonable, and adequate. Neither Plaintiffs nor the Settling Defendants will pay attorneys’ fees to an objector’s counsel for work related to an objection to this

Settlement. If you choose to object to either or both settlements, your written objection must be received by the Claims Administrator on or before March 6, 2023. The objection should set forth, in clear and concise terms, which settlement or settlements you are objecting to and the legal and factual arguments supporting the objection. Your written objection must also include your full name, address and telephone number and be personally signed and dated by you. Class Members who do not make timely objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the settlement.

If you file an objection and wish it to be considered in the *GSB* Matter, you must also appear at the hearing on April 4, 2023 at 10:00 a.m. at the United States District Court for the Northern District of Illinois Eastern Division, 219 S. Dearborn Chicago, IL 60604, at which time the judge presiding over the *GSB* Matter (The Hon. Sara L. Ellis) will consider whether to grant final approval of the *GSB* Settlement. **YOU ARE NOT REQUIRED TO ATTEND THIS HEARING UNLESS YOU PLAN TO OBJECT TO THE SETTLEMENT.**

If you file an objection and wish it to be considered in the *Vee Pak* Matter, you must also appear at the hearing on April 7, 2023 at 2:00 p.m. at United States District Court for the Northern District of Illinois Eastern Division, 219 S. Dearborn Chicago, IL 60604, at which time the judge presiding over the *Vee Pak* Matter (The Hon. John J. Tharp, Jr.) will consider whether to grant final approval of the partial *Vee Pak* Settlement. **YOU ARE NOT REQUIRED TO ATTEND THIS HEARING UNLESS YOU PLAN TO OBJECT TO THE SETTLEMENT.**

When are the Court hearings to determine if the Settlements are fair?

The Fairness Hearing in the *GSB* Matter will be held before the Honorable Sara L. Ellis on April 4, 2023, at 10:00 a.m. at the United States District Court for the Northern District of Illinois Eastern Division, 219 S. Dearborn Chicago, IL 60604. This Fairness Hearing may be adjourned from time to time as the Court may direct, without further notification. If you are a member of the *GSB* Class, you will be bound by the proposed *GSB* Settlement if it is approved, unless you opt-out by making a timely Request for Exclusion as described above.

The Fairness Hearing in the *Vee Pak* Matter will be held before the Honorable John J. Tharp, Jr. on April 7, 2023 at 2:00 p.m. at United States District Court for the Northern District of Illinois Eastern Division, 219 S. Dearborn Chicago, IL 60604. This Fairness Hearing may be adjourned from time to time as the Court may direct, without further notification. If you are a member of the *Vee Pak* Class, you will be bound by the proposed partial *Vee Pak* Settlement with MVP if it is approved, unless you opt-out by making a timely Request for Exclusion as described above.

What rights am I giving up if I participate in the Settlements?

Class Members who do not opt out of the *GSB* Settlement will release the *GSB* and MVP Releasees from the Released Claims in the *GSB* Matter, as discussed above. MVP Subclass Members in the *Vee Pak* Matter who do not exclude themselves from the partial *Vee Pak* Settlement will release the MVP Releasees from the *Vee Pak* Released Claims, as discussed above.

How are the lawyers for the Settlement Class Paid?

Multiple law firms have worked on these two lawsuits for more than ten years and have incurred well over \$500,000 in case expenses, including hiring experts to help prove this case, and have expended more than \$3,000,000 worth of attorney time. In the *GSB* Matter, the parties negotiated payment of attorneys' fees and costs separately from the amount available to pay claims of Class Members and have agreed that Class Counsel may petition the Court for reimbursement of some of the attorneys' fees and costs incurred over the last decade in this case in the amount of One Million, Three Hundred and Twenty-Five Thousand and 00/100 Dollars (\$1,325,000.00). In the *Vee Pak* Matter, Plaintiffs' attorneys will not seek reimbursement of their attorneys' fees or costs incurred in the *Vee Pak* Matter at this time and the entire settlement amount will be held in trust.

What if the courts do not approve either or both settlements?

If the Court in the *GSB* Matter or the Court in the *Vee Pak* Matter do not approve either or both of the settlements, the case(s) where the settlement is not approved will proceed as if no settlement had been attempted, and there can be no assurance that Class Members will recover more than is provided for in the settlement agreement, or indeed, anything. As explained above, even if the partial *Vee Pak* Settlement with MVP is approved, the *Vee Pak* Matter will proceed against the Non-Settling Defendants, Vee Pak and Staffing Network.

Can I review a copy of the Settlement Agreement or other papers that were filed with the Court?

Yes, for a detailed statement of the matters involved in the *GSB* and *Vee Pak* Matters and the proposed Settlements, you may review the pleadings and other papers filed in the Lawsuit, which are available online through the court’s PACER ([Public Access to Court Electronic Records](#)) system or may be inspected at the Office of the Clerk of the United States District Court, 219 S. Dearborn St., Chicago, Illinois, 60604, during regular business hours of each court day. Additional information about the Settlements is available at the settlement website, www.MVPSettlement.com. You may also contact Class Counsel to review copies of the settlement papers filed with the Court.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES ABOUT THIS SETTLEMENT. DIRECT QUESTIONS ABOUT THE SETTLEMENT TO CLASS COUNSEL.

The Lawyers Representing the Class

The following law firms were appointed by the *Vee Pak* Court to represent the *Vee Pak* MVP Subclass (called “Class Counsel”):

Christopher J. Williams NATIONAL LEGAL ADVOCACY NETWORK 1 N. Lasalle St Suite 1275 Chicago, IL 60602 (312) 795-9121 cwilliams@n-lan.org	Joseph Sellers and Harini Srinivasan COHEN, MILSTEIN, SELLERS & TOLL, PLLC 1100 New York Ave. NW Fifth Floor Washington, DC 20005 (202) 408-4600 jsellers@cohenmilstein.com hsrinivasan@cohenmilstein.com	Christopher Wilmes and Caryn Lederer HUGHES, SOCOL, PIERS, RESNICK & DYM, LTD. 70 W Madison St #4000 Chicago, IL 60602 (312) 580-0100 cwilmes@hsplegal.com clederer@hsplegal.com
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The following law firms were appointed by the *GSB* Court to represent the *GSB* Class:

Joseph Sellers and Harini Srinivasan COHEN MILSTEIN SELLERS & TOLL PLLC 1100 New York Avenue, N.W. Suite 500 Washington, D.C. 20005 1100 New York Ave. NW Fifth Floor Washington, DC 20005 (202) 408-4600 jsellers@cohenmilstein.com hsrinivasan@cohenmilstein.com	Christopher Wilmes and Caryn Lederer HUGHES SOCOL PIERS RESNICK & DYM LTD. 70 W. Madison St., Suite 4000 Chicago, Illinois 60602 (312) 580-0100 cwilmes@hsplegal.com clederer@hsplegal.com
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