

If Alere Home Monitoring, Inc. transmitted one or more facsimiles to you that may have included actual or alleged advertising, you may be entitled to a payment from a class action settlement.

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

- A proposed settlement (the “Settlement”) has been reached in a proposed class action lawsuit styled *ARcare, Inc. v. Alere Home Monitoring Inc.*, Case No. 4:17-CV-00147-KGB.
- The Settlement creates a one-million dollar (\$1,000,000.00) settlement fund (the “Settlement Fund”) for the benefit of members of the following Settlement Class: **Subscribers of facsimile telephone numbers to which there was a successful transmission of one or more facsimiles by or on behalf of any of the Released Parties from January 1, 2013 through November 1, 2019 that related in any way to the business of AHM, and/or any products, goods, or services offered by AHM.**
- You have been identified as a Settlement Class Member if you received a faxed Notice.
- The description of the Settlement in this Notice is only a summary. Full details of the Settlement are set forth in the Settlement Agreement, which is on file with the Court and available at www.AHMfaxcase.com. You should read the entire Settlement Agreement before making a decision about whether to participate in the Settlement.
- If you are a member of the Settlement Class, you may be entitled to share in the settlement proceeds. However, **your legal rights are affected whether you act or do not act**, so please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM	Remain in the Settlement Class and share in the Settlement proceeds.
EXCLUDE YOURSELF	Get no benefits from the Settlement and retain the right to bring a separate lawsuit about the same issue at your own expense.
OBJECT	Write to the Court about why you don’t like the Settlement.
DO NOTHING	Remain in the Settlement Class and receive no benefits.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to finally approve the Settlement. Payments will be made if the Court finally approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. What is the lawsuit about?

The lawsuit claims that AHM violated the Telephone Consumer Protection Act (the “TCPA”) by transmitting unsolicited facsimile advertisements and advertisements that do not comply with the law’s requirements. AHM denies the claims made in the lawsuit and denies that it violated the law or did anything wrong. No trial has been held on the merits of any allegations against AHM or as to AHM’s defenses.

2. Why did I get this faxed Notice?

The records of Alere Home Monitoring, Inc. (“AHM”) show that it or the other Released Parties transmitted one or more facsimiles to you. The lawsuit claims, but AHM denies, that the facsimiles may have included actual or alleged advertising, including but not limited to any language or other information or material advertising the commercial availability or quality of any property, goods, or services, or that related in any way to the business of AHM, and/or any products, goods, or services offered by AHM during the period January 1, 2013 through November 1, 2019. Because of this, you are a Settlement Class Member in the action styled *ARcare, Inc. v. Alere Home Monitoring Inc.*, Case No. 4:17-CV-00147-KGB, and you may be affected by the Settlement. The Court in charge of the case is the United States District Court for the Eastern District of Arkansas.

The Court authorized this Notice because you have a right to know about the proposed Settlement, and about your options, before the Court decides whether to approve the Settlement. If you submit a claim and the Court approves the Settlement, and after any appeals are resolved, the Settlement Administrator will send you the payment provided for in the Settlement, and your claims will be released.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, and how those benefits will be calculated.

3. Why is this a class action?

In a class action lawsuit, one or more people called “Class Representatives” (in this case ARcare, Inc.) sue on behalf of themselves and other individuals or entities who have similar claims. All of these people are called a “Class” or “Class Members”. This is a class action because the Court has provisionally certified the lawsuit as a class action for settlement purposes. Because the case is a class action, one court resolves the issues for everyone in the Settlement Class, except for those people who choose to exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. Instead, both sides agreed to a Settlement, without any admission of fault or liability. That way, they avoid the cost of a trial and the risks of either side losing, and they ensure that the people affected by the lawsuit receive compensation. The parties think that the Settlement is best for everyone involved under the circumstances. The Court will evaluate the Settlement to determine whether it is fair, reasonable, and adequate before it approves the Settlement.

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

You are in the Settlement Class if AHM or the other Released Parties transmitted one or more facsimiles to you during the period January 1, 2013 through November 1, 2019, that related in any way to the business of AHM, and/or any products, goods, or services offered by AHM. If the faxed notice was addressed to you, then you have been identified as a Settlement Class Member. If you are not sure whether you have been properly included, you can call the number at the bottom of this Notice to check.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the Settlement provide?

In exchange for a dismissal of the Class Action and release of claims against Defendant as explained in the Settlement Agreement, the Defendant has agreed to pay \$1,000,000.00 to settle this case. Each Settlement Class

Member who files a valid and timely Claim Form (a “Settlement Class Member Eligible for Cash Payment”) will become eligible to receive benefits under the Settlement.

7. What can I get from the Settlement?

After deducting costs for Notice and administration, attorneys’ fees and costs, and a service award to the Settlement Class Representative, there will be a Net Settlement Fund available for distribution to Settlement Class Members Eligible for Cash Payment. Each Settlement Class Member Eligible for Cash Payment will be paid from this fund on a pro rata basis. Thus, allocation of the Net Settlement Fund will be made based on the following formula:

$$\text{Pro Rata Share of Each Settlement Class Member Eligible for Cash Payment} = \frac{\text{Net Settlement Fund amount}}{\text{Total Number of Settlement Class Members Eligible for Cash Payment}}$$

It is estimated that, if eligible, you could receive not less than \$125.00. Actual payment amounts could be more or less than the above estimate.

8. What do I need to do to receive a payment from the Settlement?

To share in the benefits of the Settlement, you must complete, sign, and return the Claim Form. Each Settlement Class Member that submits a valid and timely Claim Form is eligible to receive a payment. Please call the number at the bottom of this Notice to report any address changes so that your payment reaches you.

9. When would I get my payment?

The Court will hold a hearing on **March 31, 2020** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be a period when appeals can be filed. Once any appeals are resolved or if no appeals are filed, it will be possible to distribute the funds. This may take several months to more than a year, if an appeal is involved.

10. What am I giving up to get a payment?

Unless you exclude yourself, you will remain in the Settlement Class, and you can’t sue, continue to sue, or be part of any other lawsuit against AHM and other Released Parties relating to the Released Claims, as further explained in the Settlement Agreement. It also means that all of the Court’s orders relating to the Settlement will apply to you. You should read the Settlement Agreement for details before deciding whether to seek a payment.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from this Settlement, but you want to keep the right to sue or continue to sue the Defendant on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—also referred to as opting out of the Settlement Class.

11. How do I get out of the Settlement?

To exclude yourself from this Settlement, you must send a letter by mail to the Settlement Administrator that is postmarked no later than March 2, 2020 (the “Exclusion/Objection Deadline”). To be effective, the request for exclusion must include (a) the Settlement Class Member’s full name, facsimile number, telephone number, and mailing address; (b) a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class; (c) the style of the Lawsuit: “*ARcare, Inc. v. Alere Home Monitoring Inc.*, Case No. 4:17-CV-00147-KGB”; and (d) a signature of an individual authorized to act on the Settlement Class Member’s behalf. You must mail your exclusion request to:

AHM Settlement Administrator
P.O. Box 43501
Providence, RI 02940-3501

You can’t exclude yourself by phone or email. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) the Defendant in the future at your own expense.

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

No. Unless you exclude yourself, you give up the right to sue the Defendant and the other Released Parties for the claims that this Settlement resolves. The "Released Parties" and the "Released Claims" are described in the Settlement Agreement. If you have an existing lawsuit involving the Released Claims, speak to your lawyer in that suit immediately. You must exclude yourself from *this* Settlement Class to continue your own lawsuit. Remember that the exclusion deadline is **March 2, 2020**.

13. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, you are not eligible for any money from this Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court appointed the law firm of Carney Bates & Pulliam, PLLC to represent you and other Settlement Class Members. These lawyers are called Settlement Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Settlement Class Counsel will ask the Court for attorneys' fees of up to 33 1/3% of the Settlement Fund, or \$333,333.00, and reimbursement of litigation expenses not to exceed \$25,000.00. Settlement Class Counsel will also ask the Court to award the Settlement Class Representative a service award of \$5,000.00, to be paid from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

16. How do I tell the Court that I don't like the Settlement?

If you're a Settlement Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. To object to the proposed Settlement, you must file with the Court, and serve upon Settlement Class Counsel and Defendant's Counsel, a written Notice of intent to object that is postmarked no later than March 2, 2020. To be effective, a Notice of intent to object to the proposed Settlement must (a) include the style of the Lawsuit: "*ARcare, Inc. v. Alere Home Monitoring Inc.*, Case No. 4:17-CV-00147-KGB"; (b) contain the full name, mailing address, facsimile number, and telephone number of the Settlement Class Member filing the objection, and signature of an individual authorized to act on its behalf; (c) indicate the specific reasons for the objection; (d) contain the name, address, bar number and telephone number of counsel for the objecting member of the Settlement Class, if represented by an attorney; and (e) state whether the objecting member of the Settlement Class (the "Objector") intends to appear at the Final Approval Hearing either in person or through counsel. You should read the Settlement Agreement for further details if you want to object to the Settlement. You must mail the objection to three different places:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court United States District Court for the Eastern District of Arkansas 500 West Capitol Avenue Little Rock, AR 72201	Randall K. Pulliam CARNEY BATES & PULLIAM, PLLC 519 W. 7 th St. Little Rock, AR 72201	Sean G. Wieber WINSTON & STRAWN LLP 35 West Wacker Drive Chicago, IL 60601

17. What's the difference between objecting and excluding?

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

THE COURT'S FINAL APPROVAL HEARING

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

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **9:00 a.m. on March 31, 2020** at the United States District Court for the Eastern District of Arkansas, 500 West Capitol Avenue, Little Rock, AR 72201, Courtroom 4C. At this hearing, the court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing and complied with question 20 of this Notice. The Court may also decide how much to pay Settlement Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

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

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, in addition to the requirements set forth in question 16 of this Notice, your aforementioned letter must also contain the following: (a) a list of any and all witnesses whom the Objector may call at the Final Approval Hearing, with the address of each witness and a summary of any proposed testimony, and (b) a detailed description of any and all evidence the Objector may offer at the Final Approval Hearing, including photocopies of any and all exhibits which the Objector may introduce at the Final Approval Hearing. Any Objector must be available for deposition within 40 miles of his, her or its residence, by Class Counsel and/or Defendant's Counsel within 10 business days following the filing of the objection, and the objection must include each date within that period when the Objector will be available and present for deposition. Your Notice of intention letter must be postmarked no later than **March 2, 2020**, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel at the three addresses listed under question 16 of this Notice. If you hire a lawyer to speak for you, he or she must also comply with the requirements of this paragraph.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will be a part of this Settlement, and you will **NOT** receive the payments provided by the Settlement once it becomes final.

GETTING MORE INFORMATION

22. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement on file with the Court and available at www.AHMfaxcase.com. **You should read the entire Settlement Agreement before making any decision about whether to participate in the Settlement.** You can also call the Settlement Administrator toll-free at 1-866-554-5266 with your questions.