

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**ANGELA HICKS, individually
and on behalf of all others
similarly situated,**

Plaintiff,

v. Case No.: 8:19-cv-00261-JSM-TGW

LOCKHEED MARTIN CORPORATION,

Defendant.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING

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

This **Notice of Proposed Class Action Settlement and Hearing** provides important information regarding your right to participate in a proposed Settlement in a class action lawsuit. Plaintiff, Angela Hicks (“Plaintiff” or “Class Representative”), filed a lawsuit against Defendant Lockheed Martin Corporation (“Defendant” or “Lockheed”) (collectively, “Parties”) in which she alleges that the COBRA Notice she received from or on behalf of Defendant was deficient because it failed to (i) include an explanation of the maximum period for which coverage would be available and the coverage termination date; (ii) include an address for payment of premiums, (iii) identify the Plan Administrator, and (iv) provide notice that was written in a manner calculated to be understood by the average plan participant. That case is pending in the U.S. District Court, Middle District of Florida (Tampa Division). As summary of the claims asserted in the lawsuit and the proposed settlement follows.

- The notice at issue is referred to as a “COBRA” Notice and the continuation of group health insurance coverage after separation of employment or other qualifying event is called “COBRA continuation coverage,” after the Consolidated Omnibus Budget Reconciliation Act of 1985. That Act generally requires an employer to send a COBRA Notice to participants and beneficiaries who lose group health coverage in connection with a separation of employment or other qualifying event. The COBRA notice is designed to provide participant and beneficiaries who were covered under employer sponsored group healthcare plans with information and details regarding their right to continue their healthcare coverage and the terms and conditions of that COBRA continuation coverage. 29 U.S.C. §1166(a) (2), (a)(4), (c).

- Plaintiff alleged in her Complaint that the COBRA Notice provided to her by or on behalf of Defendant was deficient under the COBRA regulations because the Notice did not include (i) the date certain on which COBRA continuation coverage would end eighteen (18) months after initiation of coverage, if elected, (ii) an address for payment of premiums; and/or (iii) the name of the Plan Administrator. Plaintiff also alleged that the Notice was not written in a manner calculated to be understood by the average plan participant.

- Defendant denies that its COBRA Notice was deficient and denies that it has any liability to Plaintiff whatsoever. Defendant has agreed to the settlement to avoid the uncertainties and expenses of continuing the

case. The Parties have agreed to resolve the lawsuit through a Court-supervised Settlement.

- Plaintiff proposes to settle this dispute on behalf of herself and all other participants and beneficiaries who received the same or a similar COBRA Notice because they participated in the group healthcare plans sponsored by Defendant. The class definition is described below as follows: All participants and beneficiaries in the Defendant’s group health plans who were sent a COBRA notice by or on behalf of Defendant between January 1, 2015 to September 5, 2019, as a result of a qualifying event, as determined by Defendant. (referenced herein as the “Settlement Class”).

- Membership in the Settlement Class will be determined based upon Defendant’s records reflecting who received the COBRA Notice during the class period as defined above. It is estimated that the Settlement Class is comprised of approximately 54,000 potential members.

- You received notice of this Settlement by postcard via U.S. mail which directed you to this website because Defendant’s records indicate that you are eligible to receive benefits from this class action settlement.

- Your rights and options—and the deadlines to exercise them—are explained in this Notice. Here is a brief summary of your rights and options.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing	If you do nothing and the Court approves this Settlement, you will receive a Settlement payment. As a member of the Settlement Class, you will release Defendant and other Released Parties from any potential liability regarding the COBRA Notice and the issues raised in this lawsuit.
Object by December 3, 2019	You may write to the Court about why you don’t like the Settlement, if you object to any of its terms. You must also send your objection to the Settlement Administrator.
Go to a Hearing on December 11, 2019	If you wish to be heard, you may attend the Final Approval Hearing and ask to speak in Court about the fairness of the Settlement.

The Court still has to decide whether to approve this Settlement, which may take some time, as explained below.

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1. Why did I receive a Notice?

You were sent Notice by postcard via U.S. mail of this proposed Settlement because you are a member of the Settlement Class. Composition of the Settlement Class is based upon Defendant's records. The Notice of Settlement you received by mail directed you to the Settlement Administrator's website which provides additional information regarding this Settlement, including this more detailed Notice of Proposed Class Action Settlement and Hearing. You as a potential Settlement Class Member have a right to know about the proposed Settlement of this case as a class action and about your ability to object to the Settlement terms as a Class Member before the Court decides whether to grant Final Approval of the Settlement. If the Court approves the Settlement, and after all objections or appeals relating to that Settlement are resolved, the benefits provided for by the Settlement will be available to all Settlement Class Members.

This Notice explains the lawsuit, the proposed Settlement, your legal rights, the Settlement benefits, who is eligible to receive a benefit from the Settlement Fund, and the basis upon which benefits will be paid. A copy of the Settlement Agreement is available to Settlement Class Members on this website.

2. What is the lawsuit about?

Plaintiff, on behalf of herself and the putative class identified above, filed this putative class action against Defendant for allegedly providing a defective COBRA Notice to her and others. As set forth in the Complaint, Defendant sponsored group health plans ("Plan") in which Plaintiff participated. After Plaintiff experienced a "qualifying event" Defendant provided a COBRA Notice to Plaintiff which Plaintiff asserts is deficient for, among other things, its failure to (i) include an explanation of the continuation coverage termination date; (ii) include an address for payment of premiums (iii) identify the Plan Administrator; and/or (iv) provide notice that was written in a manner calculated to be understood by the average plan participant. Due to these alleged deficiencies, Plaintiff alleges that Defendant failed to provide participants and beneficiaries in the Plan with adequate notice of their right to elect continuation coverage, as required by COBRA.

Defendant disputes Plaintiff's allegations and denies all liability to Plaintiff and the Settlement Class. In the lawsuit, Defendant denied Plaintiff's allegations and has available a number of defenses to the claims asserted.

Although the Court has authorized this Notice of Proposed Class Action Settlement, the Court has not determined or ruled upon the merits of the claims or defenses asserted by either side in the lawsuit. The Court has not found Defendant violated the law in any way. The Court has not found that Plaintiff would prevail in this case. The Court has not made any determination that Plaintiff would recover any damages in this litigation.

3. Why is this case a class action?

Class actions are lawsuits in which the claims and rights of many people are decided in a single proceeding. In a class action, as here, the Plaintiff seeks to assert claims on behalf of herself and all members of a class of similarly situated individuals who received the same or similar allegedly deficient COBRA Notices. In a class action, individuals with similar claims are treated alike. The Court will supervise the prosecution of the class claims by Counsel for the Settlement Class to assure that all Settlement Class Members are adequately and fairly represented. Settlement Class Members are not individually responsible for the costs or fees of Class Counsel, which are subject to court award and which will be paid out of the Settlement Fund.

4. Why is there a Settlement?

The Court has not decided the merits of this case in favor of the Class Representative or in favor of Defendant.

Instead, Class Counsel investigated the facts and applicable law regarding the Class Representative's claims and Defendant's defenses. The Parties engaged in lengthy and arm's-length negotiations to reach this Settlement. The Class Representative and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class Members.

Both sides agree that, by settling, Defendant is not admitting any liability or that Defendant did anything wrong. Both sides want to avoid the uncertainties and expense of further litigation.

Who Is Included In The Settlement

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

You are included in the Settlement if you fit the definition set forth in Paragraph 1. If you received a postcard Notice of Settlement in the mail, Defendant's records indicate you are a Settlement Class Member. If you are not certain as to whether you are or should be a Settlement Class Member, you may contact the Settlement Administrator to find out. In all cases, the question of settlement class membership will be determined based on Defendant's records.

The Settlement Benefits—What You May Receive

6. What does the Settlement provide?

If you are a member of the Settlement Class, you are eligible to receive a benefit under the Settlement. Defendant will cause a total of \$1,250,000 to be paid into a Settlement Fund. The Settlement Fund will be divided equally on a pro rata basis among all Settlement Class Members. The gross amount payable to each Settlement Class Member (assuming all approximately 54,000 potential members participate) is estimated to be \$23.15. However, certain deductions will be made from the Settlement Fund, as approved by the Court, for Class Counsel's attorneys' fees and costs, a Service Award to the Class Representative, and costs of Settlement administration. If the Court awards the amount sought for these awards and expenses, the net amount payable to each class member will be reduced to approximately \$14.00.

If any funds remain in the Settlement Fund after all checks have been distributed to Settlement Class Members and the 60-day period for cashing the Settlement checks has expired, and after all attorneys' fees, expenses and administrative costs have been paid, the remaining unclaimed funds will constitute a "*cy pres*" fund and will be donated to a non-profit beneficiary, upon the Court's approval. The parties have proposed to award the *cy pres* fund to a non-profit corporation, the Camaraderie Foundation.

7. How do I receive a benefit from the Settlement?

To receive your Settlement payment, you do not have to do anything. Your interest in this matter will be represented by the Plaintiff as Class Representative and Class Counsel. As a Settlement Class Member, you will be bound by the terms of the Settlement Agreement and any judgment arising from the Settlement. If the Court approves the Settlement at or after the Final Approval Hearing, you will automatically receive a Settlement check for your share of the funds remaining in the Settlement Fund after deduction for Court-approved awards and expenses.

8. When would I receive my benefit?

The Court will hold a Final Approval Hearing on December 11, 2019 at 9:00 a.m. at the United States District Court for the Middle District of Florida, U.S. Federal Building and Courthouse, 801 North Florida Avenue, Tampa, Florida 33602, Courtroom 17, to decide whether to approve the settlement. If the Court approves the

Settlement, there may be appeals or objections that must be resolved before the Settlement will become effective. Settlement payments to members of the Settlement Class will be made only if the Settlement is finally approved by the Court and only after all appeals or objections are resolved. This may take some time, so please be patient. You may check on the status of this approval process by visiting this website.

9. What is the effect of the Settlement?

Upon the Court’s approval of the Settlement, all Settlement Class Members (as well as spouses, heirs, and others who may possess rights on their behalf) will fully release Defendant and its outsourced third party COBRA administrator (and each of their affiliates, subsidiaries, employees, and others who may be subject to claims with respect to each of them as specified in the Settlement Agreement) for all claims, including claims for statutory damages and actual damages, arising out of or relating directly or indirectly in any manner whatsoever to the facts alleged or which could have been alleged or asserted in this case under the claims brought or that could have been brought in the operative Complaint. This release may affect your rights, and may carry obligations, in the future.

10. Do I have to participate in the Settlement?

Yes. The Settlement is a non-opt-out class which means that you will be bound by all terms of the Settlement Agreement upon the Effective Date of the Settlement and will receive compensation from the Settlement Fund.

The Lawyers Representing the Settlement Class

11. Will I have a lawyer in this case?

The Court has appointed Angela Hicks as the Class Representative. The Court has appointed Wenzel Fenton Cabassa, P.A., as Counsel for the Settlement Class. Class Counsel’s contact information is as follows:

Luis A. Cabassa, Esq.
Brandon J. Hill, Esq.
WENZEL FENTON CABASSA, P.A.
1110 North Florida Ave., Suite 300
Tampa, FL 33602
(813) 224-0431
lcabassa@wfclaw.com
bhill@wfclaw.com

Class Counsel represent the interests of all of the Settlement Class Members. You may hire your own attorney to advise you regarding this matter and the proposed Settlement, but if you hire your own attorney, you will be responsible for paying that attorney’s fees and costs.

12. How will Class Counsel be paid?

Class Counsel will apply to the Court for an award of attorneys’ fees, in an amount not to exceed one-third (33.33%) of the Settlement Fund. Class Counsel also will seek a Service Award not to exceed \$6,000 as compensation for Plaintiff Angela Hicks for performing the duties of the Class Representative. The Court may award less. Costs of administration incurred by the Settlement Administrator will also be paid from the Settlement Fund. The amounts approved by the Court for these awards and expenses will be paid directly from the Settlement Fund, and not by you or the other Settlement Class Members.

Objecting to the Settlement

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

You may object to any aspect of the proposed Settlement by filing and serving a written objection. Your written objection must include: (1) your name, address, telephone number, email address and signature; (2) a detailed statement of the specific factual and legal basis for the objection(s) being asserted; (3) a notice of your intent to appear at the Final Approval Hearing if you intend to appear; (4) a detailed description of any and all evidence, including copies of any exhibits, which you may offer at the Final Approval Hearing, and (5) must identify this case by the names of the parties (as set forth on the first page of this notice) and case number 8:19-cv-00261-JSM-TGW.

You must file any objection with the Clerk of the Court at the address below within sixty (60) days of the postmarked date on the Notice of Settlement that you received by mail:

United States District Court
Middle District of Florida
U.S. Federal Building and Courthouse
801 North Florida Avenue, Tampa, FL 33602.

You must also send your objection by first class mail, postmarked on or before December 3, 2019, to the Settlement Administrator as follows:

Hicks v. Lockheed Martin Corporation
c/o Settlement Administrator
P.O. Box 23459
Jacksonville, FL 32241-3459
(800) 641-9085

Any member of the Settlement Class who does not file and serve an objection in the time and manner described above may not be permitted to raise that objection later.

14. Where and when will the Court decide whether to approve the settlement?

There will be a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement on December 11, 2019 at 9:00 a.m. at the United States District Court, Middle District of Florida, U.S. Federal Building and Courthouse, 801 North Florida Avenue, Tampa, Florida 33602, Courtroom 17. The hearing may be postponed to a later date so you should visit this website for updates prior to the hearing date set forth above. The purpose of the hearing is to determine the fairness, reasonableness, and adequacy of the terms of settlement; whether the Settlement Class is adequately represented by the Class Representative and Class Counsel; and whether an order and final judgment should be entered approving the proposed Settlement. The Court also will consider Settlement Class Counsel's application for an award of attorneys' fees and expenses, and Class Representative's request for a Service Award.

You will be represented at the Final Approval Hearing by Class Counsel, unless you choose to enter an appearance in person or through your own attorney. The appearance of your own attorney is not necessary to participate in the Final Approval Hearing. Again, should you choose to engage your own attorney, it will be at your own expense.

15. Do I have to come to the hearing?

No. The Class Representative and Class Counsel will represent the Settlement Class Members at the Final Approval Hearing, but you are welcome to attend the hearing at your own expense. If you file an objection, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay your own attorney to attend, if you wish.

16. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing.

Getting More Information

17. Are there more details about the Settlement?

For more details regarding the lawsuit or the Settlement, you may refer to the papers filed in this case during regular business hours at the Clerk of the Court's office, United States District Court, Middle District of Florida, U.S. Federal Building and Courthouse, 801 North Florida Avenue, Tampa, Florida 33602, Clerk's office, File: *Hicks v. Lockheed Martin Corporation*, pending as Case No. 8:19-cv-00261-JSM-TGW.

You may also access papers filed in this case on-line through the Public Access to Court Electronic Records ("PACER") service at www.pacer.gov; however, you may need to create an account and certain fees may apply. You may also obtain a copy of the full Settlement Agreement and certain papers filed in this case by sending a written request to the Settlement Administrator, at the address in Paragraph 10, above. You may also access the full Settlement Agreement and certain pleadings filed in this case on this website.

18. How May I get more information?

You may contact the Settlement Administrator, Class Counsel, or Defendant's counsel.