

If you received a facsimile advertisement from Skinder-Strauss Associates, between June 15, 2008 and August 31, 2008, you may be entitled to receive a payment from a class action settlement.

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

- The settlement resolves a lawsuit over whether, from June 15, 2008 to August 31, 2008, Skinder-Strauss Associates sent or caused to be sent facsimile advertisements to persons in the United States, without consent and/or without an opt out notice, allegedly in violation of the Telephone Consumer Protection Act (“TCPA”) and/or FCC Regulations; it avoids costs and risks to you from continuing the lawsuit; pays money to certain fax advertisement recipients; and releases Skinder-Strauss Associates from any liability.
- The settlement will provide for a Settlement Fund of \$625,000 (“Settlement Fund”) from which to pay (i) claims to recipients of facsimile advertisements, that were sent or caused to be sent by Skinder-Strauss Associates between June 15, 2008 to August 31, 2008, (ii) all costs of administering the Settlement, and (iii) counsel fees to Plaintiff’s attorneys.
- Court-approved lawyers for fax advertisement recipients will ask the Court for up to one-third of the Settlement Fund (\$208,333.33) as fees and expenses for investigating the facts, litigating the case, and negotiating the settlement.
- The two sides disagree on how much money could have been awarded if fax advertisement recipients won a trial.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to get a payment.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Skinder-Strauss Associates about the legal claims in this case.
OBJECT	Write to the Court about why you don’t like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up rights.

- 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 approve the Settlement Agreement. Payments will be made if the Court approves the Settlement Agreement and after appeals are resolved. Please be patient.

QUESTIONS? VISIT WWW.SKINDERCLASSACTION.NET OR CALL TOLL-FREE 844-322-8248

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BASIC INFORMATION

1. Why did I get this notice package?

You or someone in your family or business may have received a facsimile advertisement sent or caused to be sent by Skinder-Strauss Associates between June 15, 2008 and August 31, 2008.

The Court sent you this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement Agreement. If the Court approves it, and after objections and appeals are resolved, a Claims Administrator appointed by the Court will make the payments that the Settlement Agreement allows. You will be informed of the progress of the settlement.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the District of New Jersey, and the case is captioned *Landsman & Funk, P.C. v. Skinder-Strauss Associates*, Civil Action No. 08-cv-03610 (CLW). The entity who is suing is called the Plaintiff, and the company being sued, Skinder-Strauss Associates, is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that from June 15, 2008 through August 31, 2008, Skinder-Strauss Associates sent or caused to be sent facsimile advertisements to persons in the United States, which allegedly violated the TCPA and related Federal Communications Commission Regulations. Skinder-Strauss Associates denies any wrongdoing.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Landsman & Funk, P.C.) sue on behalf of other individuals or entities who have similar claims. The people or entities with similar claims are called Class Members, and collectively are called a Class. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. The Honorable Cathy L. Waldor, U.S.M.J. is in charge of this class action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. The Plaintiff thinks it could have been awarded up to \$1,500 per facsimile advertisement sent or caused to be sent by Skinder-Strauss Associates if it won a trial. The Defendant thinks the Plaintiff would not have been awarded anything after a trial. But there was no trial. Instead, both sides have agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get compensation. The Class Representative and the attorneys think the settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to determine if you are a Class Member.

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

Everyone who fits this description is a Settlement Class Member: All persons in the United States who from June 15, 2008 to August 31, 2008 were sent or caused to be sent by Skinder-Strauss Associates a facsimile advertisement.

6. Are there exceptions to being included?

You are not a Class Member if you are an officer or director of Skinder-Strauss Associates, or were one between June 15, 2008 to August 31, 2008, or if the facsimile you received was not an advertisement. Also, immediate family members of Skinder-Strauss Associates officers and directors are not in the Class. You are also not a Class Member if you previously opted out of the Class.

7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 844-322-8248 or visit www.skinderclassaction.net for more information. Or you can fill out and return the claim form described in question 9, to see if you qualify.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the Settlement Agreement provide and how much will my payment be?

Skinder-Strauss Associates will pay \$625,000 into a Settlement Fund, a portion of which will be distributed to Class Members so long as they timely submit proper Claim Forms to the Claims Administrator. More specifically, Claimants who submit actual copies of fax advertisements they received from Skinder-Strauss Associates will be eligible for a Cash Award of \$500 per fax that is submitted.

Claimants who do not have actual copies of the fax advertisements (as described above), but submit a sworn declaration or affidavit certifying, among other things, that they received one (1) fax advertisement from Skinder-Strauss Associates during the relevant timeframe will be eligible for a cash payment of \$175. If a Claimant contends to have received more than one (1) fax advertisement from Skinder-Strauss, Claimant must identify the number of facsimiles purportedly received. A Claimant who swears, under penalty of perjury, to having received more than one (1) facsimile from Skinder-Strauss during the relevant time period, may be eligible for additional compensation, depending on the number of facsimiles the Claimant received, as set forth in the following schedule

Number of Faxes Pursuant to	Total Cash Payment to Claimant
1	\$175
2	\$200
3	\$225
4	\$250
5 or more	\$275

Each Claimant will be entitled to a single cash payment, and no Claimant will be entitled to submit more than one Claim Form. Multiple subscribers to the same fax number will be entitled to only a single payment. If the amount required to pay Valid Claims, the Incentive Award and attorneys' fees, as set forth below, amount to greater than \$625,000, then after the attorneys' fees, and the Incentive Award are subtracted, the remainder of the \$625,000 will be distributed on a reduced *pro rata* share calculated from the amount of payment the Claimant would have received as set forth above. Payments to Claimants will be distributed 90 days after the final court approval of the Settlement Agreement or after the final resolution of any appeals that are filed. Any funds that remain unpaid shall be distributed back to Skinder-Strauss Associates.

The number of Claimants who submit Claim Forms varies widely from case to case.

HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM

9. How can I get a payment?

To qualify for payment, you must send in a Claim Form. A Claim Form is attached to this notice. You may also get a Claim Form on the internet at www.skinderclassaction.net. Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and mail it postmarked no later than **January 10, 2015**.

10. When would I get my payment?

The Court will hold a hearing on **January 29, 2015 at 2:15 pm**, to decide whether to approve the Settlement Agreement. If Judge Waldor approves the Settlement Agreement, Class Members who have objected to the Settlement Agreement may appeal the Judge's decision. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a Claim Form will be informed of the progress of the settlement through periodic updates on the website. Please be patient.

11. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Skinder-Strauss Associates about the fax advertisement issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the Claim Form, you will agree to a "Release of Claims," attached to the Claim Form, which describes exactly the legal claims that you give up if you receive compensation from the Settlement Agreement.

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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 Skinder-Strauss Associates on your own about the issues in this case, then you must take affirmative steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the Settlement Class.

12. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded as a Class Member from the *Landsman & Funk, P.C. v. Skinder-Strauss Associates* Settlement. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **January 10, 2015** to:

Skinder-Strauss Exclusions
c/o GCG
P.O. Box 10132
Dublin, OH 43017-3132

If you ask to be excluded, you will not receive 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) Skinder-Strauss Associates in the future.

13. If I don't exclude myself, can I sue Skinder-Strauss Associates for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Skinder-Strauss Associates for the claims that this settlement resolves. If you have a pending lawsuit, please speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, you must mail your exclusion request postmarked no later than **January 10, 2015**.

14. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, do not send in a Claim Form to ask for any money. But, you may sue, continue to sue, or be part of a different lawsuit against Skinder-Strauss Associates.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court approved the law firm of Bellin & Associates LLC in White Plains, New York to represent you and other Class Members. These lawyers are called 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.

16. How will the lawyers representing the Class be paid?

Class counsel will ask the Court to approve payment of up to one-third of the Settlement to them for attorneys' fees and costs, as well as a total payment of \$10,000 to Landsman & Funk, P.C. for its services as Class Representative. The attorneys' fees and costs would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. The Court may award

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less than these amounts. These amounts will reduce the Settlement Fund available for Class Members. Skinder-Strauss Associates has agreed not to oppose these fees, costs and payments. Class Counsel will file a Motion for Attorneys' Fees, Litigation Costs and Expenses no later than December 26, 2014, 15 days before the date by which you must submit a Claim Form, opt out of the settlement, or object to the settlement's terms. That motion will be available for review as part of the Court's files in this matter at the Office of the Clerk of Court or via PACER, which is the Court's electronic filing database.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I do not like the settlement?

You can tell the Court that you don't agree with the Settlement Agreement or some part of it. If you're a Class Member, you can object to the Settlement Agreement if you don't like any part of it. You can give reasons why you think the Court should not approve the Settlement Agreement. The Court will consider your views. To object, you must send a letter saying that you object to the Settlement Agreement in *Landsman & Funk, P.C. v. Skinder-Strauss Associates*, Civil Action No. 08-cv-03610 (CLW). Be sure to include your name, address, telephone number, your signature, and the reasons you object to the Settlement Agreement. Mail the objection to these three different places postmarked no later than **January 10, 2015**:

Court	Class Counsel	Defense Counsel
Clerk of the Court United States District Court for the District of New Jersey 50 Walnut Street Newark, NJ 07101	Aytan Y. Bellin Bellin & Associates 85 Miles Avenue White Plains, NY 10606	Michael R. McDonald Gibbons P.C. One Gateway Center Newark, NJ 07102

18. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don't like something about the Settlement Agreement. You can object only if you stay in the 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 the case no longer affects you.

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Fairness Hearing on January 29, 2015 at 2:15 pm, at the United States District Court for the District of New Jersey, 50 Walnut Street, Newark, NJ 07101 in Courtroom 4C. At this hearing, the Court will consider whether the Settlement Agreement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Waldor will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the Settlement Agreement. We do not know how long these decisions will take.

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20. Do I have to come to the hearing?

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

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Landsman & Funk, P.C. v. Skinder-Strauss Associates*." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **January 10, 2015**, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses in question 17. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you'll get no money from this settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Skinder-Strauss Associates about the legal issues in this case, ever again.

GETTING MORE INFORMATION

23. Are there more details about the settlement?

This notice summarizes the proposed Settlement Agreement. You may obtain a copy of the Settlement Agreement by writing to Skinder-Strauss Associates Settlement, c/o GCG, P.O. Box 10132, Dublin, OH 43017-3132 or by visiting www.skinderclassaction.net.

24. How do I get more information?

You can call 844-322-8248 toll free; write to Skinder-Strauss Associates Settlement, c/o GCG, P.O. Box 10132, Dublin, OH 43017-3132; or visit the website at www.skinderclassaction.net, where you will find answers to common questions about the Settlement, a Claim Form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment. Do not contact the Court.

DATE: November 26, 2014.