

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO
Judge William J. Martínez**

Civil Action No. 17-cv-1579-WJM-NYW

WILLIAM M. BARRETT, DENICE E. BATLA, HEATHER L. COBERLY, LELAND W. GULLEY, and BLAKE A. UMSTED, individually and as the representative of a class consisting of the participants and beneficiaries of the Pioneer Natural Resources USA, Inc. 401(K) and Matching Plan,

Plaintiffs,

v.

PIONEER NATURAL RESOURCES USA, INC.;
THE PIONEER NATURAL RESOURCES USA INC. 401(K) AND MATCHING PLAN
COMMITTEE;
THERESA A. FAIRBROOK;
TODD C. ABBOTT;
W. PAUL MCDONALD;
MARGARET M. MONTEMAYOR;
THOMAS J. MURPHY;
CHRISTOPHER M. PAULSEN;
KERRY D. SCOTT;
SUSAN A. SPRATLEN;
LARRY N. PAULSEN;
MARK KLEINMAN; and
RICHARD P. DEALY,

Defendants.

**ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT,
PROVISIONALLY APPROVING FILING OF THIRD AMENDED COMPLAINT, AND
PROVISIONALLY APPROVING CERTIFICATION OF THE SETTLEMENT CLASS**

Before the Court is Plaintiffs' Motion for Preliminary Approval of Class Settlement. This litigation arose out of claims involving alleged breaches of fiduciary duties in violation of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, against Pioneer Natural Resources USA, Inc.; the Pioneer Natural

Resources USA Inc. 401(k) and Matching Plan Committee; Theresa A. Fairbrook; Todd C. Abbott; W. Paul McDonald; Margaret M. Montemayor; Thomas J. Murphy; Christopher M. Paulsen; Kerry D. Scott; Susan A. Spratlen; Larry N. Paulsen; Mark Kleinman; and Richard P. Dealy (collectively, “Defendants”).

The parties entered into the Amended Settlement Agreement by and through their respective counsel on January 10, 2019 (the “Agreement,” ECF No. 112-1) in the above-captioned action (the “Lawsuit”). The parties now move for an order granting preliminary approval of the class settlement of the Lawsuit upon the terms and conditions in the Agreement (the “Settlement”). The Court having read and considered the Agreement and the accompanying documents submitted by Plaintiffs and Defendants, finds and ORDERS as follows:

1. The Agreement is hereby incorporated by reference in this Order and, in addition to the terms defined in this Order, all terms defined in the Agreement will have the same meanings in this Order.

2. The Parties include Plaintiffs individually and as representatives of the Settlement Class, and Defendants as defined in the Agreement.

3. The Third Amended Complaint (ECF No. 110-9) is deemed filed concurrently with the filing of this Order for settlement purposes only.

4. For purposes of determining whether the terms of the Agreement should be preliminarily approved, the following Settlement Class is preliminarily certified for settlement purposes pursuant to Fed. R. Civ. P. 23(b)(1)(A):

All Current and Former Participants and Beneficiaries of the Pioneer 401(k) and Matching Plan who maintained a balance of any amount in the Plan at any point from June 28, 2011 through December 10, 2018, excluding Defendants.

5. The Court expressly reserves the right to determine, should the occasion arise, whether the Lawsuit may be certified as a class action for purposes other than settlement, and Defendants retain all rights to assert that the Lawsuit may not be certified as a class action except for purposes of settlement only. This Order is not intended to be a final order on certification of the Class for settlement purposes.

6. The Court has reviewed the Agreement proposed by the Parties and finds that it is without obvious deficiencies. The Court finds that (i) the Settlement resulted from extensive arms-length negotiations; (ii) the Settlement was concluded after counsel for the Parties had conducted adequate investigation; and (iii) the Settlement terms are sufficiently fair, reasonable, adequate and in the best interests of the Settlement Class. The Court further finds it is appropriate for the Parties to send a Notice and Claim Form to the Settlement Class Members informing them that this action has been preliminarily certified for settlement purposes in accordance with Section III of the Agreement. The Court agrees to thereafter hold a hearing regarding (a) final approval of the Settlement and certification of a Settlement Class for settlement purposes only, (b) whether the Notice Procedures comply with the Federal Rules of Civil Procedure and due process; and (c) whether Class Counsel's request for attorneys' fees and costs should be approved (the "Final Approval Hearing").

7. Accordingly, the Court grants preliminary approval of the Settlement and finds that it is sufficiently fair and reasonable to warrant sending notice to Persons who may be members of the Settlement Class preliminarily certified for settlement purposes in accordance with the Class Notice procedures set forth in the Agreement.

8. Solely for the purposes of the Settlement, the Court preliminarily finds that

the prerequisites for a class action under Fed. R. Civ. P. 23(a) and (b)(1) have been satisfied in that: (i) the Settlement Class Members are so numerous that joinder of all Settlement Class Members is impracticable; (ii) there are questions of law and fact common to the Settlement Class; (iii) the claims of the Plaintiffs are typical of the claims of the Settlement Class Members; (iv) the Plaintiffs will fairly and adequately represent the interests of the Settlement Class; and (v) prosecuting separate actions by or against individual class members would create a risk of inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for the party opposing the class.

9. Plaintiffs are found qualified to act as representatives of the Settlement Class and appointed as Settlement Class Representatives; and the following Plaintiff's Counsel are appointed as Counsel for the Settlement Class ("Class Counsel"), based on the Court's determination that the requirements of Fed. R. Civ. P. 23(g) are satisfied by this appointment:

Paul R. Wood
Keith R. Scranton
Franklin D. Azar & Associates, P.C.
14426 East Evans Avenue
Aurora, CO 80014
Telephone: (303) 757-3300
Facsimile: (720) 213-5131
woodp@fdzar.com
scrantonk@fdazar.com

10. If final approval of the Settlement is not obtained or the events set forth in the Agreement are not satisfied, this Order, including the above description of the Settlement Class, shall be vacated *ab initio*. Preliminary certification of the Settlement Class, appointment of Class Counsel and of Class Representatives, and all actions

associated therewith, are binding only with respect to the Settlement and are undertaken on the condition that the certification and designations shall be vacated if the Agreement is terminated or is disapproved in whole or in material part by the Court, any appellate court and/or any other court of review, or if the Agreement is terminated pursuant to Section X in the Agreement, in which event: (i) the Agreement and any obligations of Defendants thereunder shall be null and void, except as otherwise expressly provided in the Agreement; (ii) the Court shall vacate the preliminary certification of the Settlement Class; and (iii) the Lawsuit shall proceed as if the Agreement had never been entered, the Third Amended Complaint had never been filed, and the Settlement Class had never been certified, without prejudice or relevance to the Court's consideration on the merits of any arguments for or against a properly submitted motion for class certification.

11. The Settlement and its preliminary approval is not to be deemed an admission of liability or fault by Defendants, or a finding of the validity of any claims asserted in the Lawsuit, or of any wrongdoing or of any violation of law by Defendants, or an admission by Defendants as to the certifiability of a litigation class in the Lawsuit, or any other case. Neither the preliminary certification of this Settlement Class, nor the Agreement, nor the fact that it was entered into, nor any of its terms, provisions or exhibits, nor any of the negotiations or proceedings connected with it, nor any filings or arguments made to the Court in support of preliminary approval of the Settlement, may be offered, received or construed, in any pending or future civil, criminal or administrative action, as: (i) an admission of or evidence of liability or fault by Defendants or a finding of the validity of any claims asserted in the Lawsuit or of any

wrongdoing or of any violation of ERISA or; (ii) an admission of or evidence of the appropriateness of certification of a litigation class; or (iii) as evidence for any purpose in this or any other proceeding, including as to the certification of any class, except that such materials may be offered or received in proceedings to enforce the Agreement. Notwithstanding the foregoing, Defendants may file the Agreement, or any judgment or order of the Court related to it, in any other action that may be brought against them, to support any defenses based on res judicata, collateral estoppel, release, or any other theory of claim preclusion or issue preclusion.

12. Angeion Group, 11555 Heron Bay Boulevard, Suite 200, Coral Springs, Florida 33076, is appointed as third-party class administrator (“Class Administrator”) for those tasks that must be accomplished before the Final Approval Hearing. The Court will determine at the Final Approval Hearing whether the Class Administrator should be appointed for all remaining purposes.

13. The Court has reviewed the Class Notice (ECF No. 112-3) and Former Participant Claim Form (ECF No. 112-2), which the Court approves subject to counsel making the edits to the Class Notice specified in Attachment 1 to this Order. The Court finds that the form and method of notice set forth in the Agreement (the “Notice Procedures”), as modified by the Court: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the Federal Rules of Civil Procedure, the requirements of due process under the

United States Constitutions, and the requirements of any other applicable rules or laws. In addition, the Court finds that the claim submission procedures and Former Participant Claim Form are fair, reasonable and adequate. Those procedures allow sufficient time and are simple and straightforward so that any Settlement Class Member who chooses to submit a Former Participant Claim Form has ample opportunity to do so. The Former Participant Claim Form and claim submission procedures assist the Settlement Class Members in making informed decisions as to whether to submit a Former Participant Claim Form. This finding, which is made for purposes of approving the Notice Procedures only, does not prejudice the rights of any Settlement Class Member to object to the Notice Procedures at the Settlement Fairness Approval Hearing.

14. The Class Administrator shall cause the Class Notice (ECF No. 112-3) (as modified according to the Court's redline edits evident in Attachment 1 to this Order) and the Former Participant Claim Form (ECF No. 112-2) to be distributed, along with a prepaid return envelope addressed to the Class Administrator, in accordance with the procedures set forth in Section 5.2 of the Agreement no later than **April 8, 2019**.

15. Any Settlement Class Member submitting a Former Participant Claim Form must mail that form to the Class Administrator postmarked no later than **July 10, 2019**. Filing a Former Participant Claim Form does not waive any objection a Settlement Class Member may raise in a properly submitted objection (see ¶ 16, below).

16. Any Settlement Class Member who wishes to object to any portion of the Agreement must do so by mailing a written objection to the Court postmarked no later than **July 10, 2019**. Such objections should be addressed as follows:

Clerk of Court
ATTN: Proposed Settlement in 17-CV-1579-WJM-NYW
901 19th Street
Denver, CO 80294

Any objection must include: (a) the case name and number; (b) the name, current address, telephone number, and signature of the Settlement Class Member filing the objection; (c) a statement that the Settlement Class Member filing the objection is a Settlement Class Member and an explanation of the basis upon which he or she claims to be a Settlement Class Member; (d) all grounds for the objection known to the Settlement Class Member; and (e) a statement as to whether the Settlement Class Member filing the objection or his or her counsel intends to personally appear at the Final Approval Hearing. Any Settlement Class Member who fails to object in accordance with this Order will be deemed to have waived the right to object and shall be barred from raising their objections to the Settlement or Final Judgment in this or any other proceeding, including in an appeal, except by Order of the Court for good cause shown. Filing an objection does not extend the time to file a Former Participant Claim Form (see ¶ 15, above). Should a Settlement Class Member accidentally submit an objection to the Class Administrator, the Class Administrator shall transmit the objection to Class Counsel as soon as reasonably possible, and Class Counsel shall promptly file the objection on the Court's docket.

17. Plaintiffs' Motion for Final Approval of Class Action Settlement, for costs and attorneys' fees, and on behalf of the Class Representatives for service awards, as set forth in the Agreement shall be filed on or before **July 24, 2019**. This motion shall also include Plaintiffs' response(s) to objections filed with the Court, if any. On the same day, Defendants shall file their response(s) to objections filed with the Court, if

any.

18. The Final Approval Hearing shall be held before this Court in Courtroom A801, Alfred A. Arraj United States Courthouse, 901 19th Street, Denver, CO 80294 **9:30 a.m., on August 7, 2019**. At that hearing, the Court shall consider and/or determine, among other things: (i) whether the Settlement should be finally approved as fair, reasonable, and adequate; (ii) whether to finally certify a Settlement Class for settlement purposes only; (iii) whether the Notice Procedures comply with the federal rules and due process; (iv) the amount of attorneys' fees and costs to be awarded to Class Counsel and the amount of any service awards to be paid to Class Representatives; (v) whether Settlement Class Members should be bound by the Releases set forth in the Agreement; and (vi) whether the Final Judgment approving the Settlement and dismissing all claims asserted in this Lawsuit on the merits, with prejudice and without leave to amend, should be entered. The Final Approval Hearing may be postponed, adjourned or rescheduled by order of the Court without further notice to the Members of the Settlement Class, other than that which may be available through PACER. The Court reserves the right to approve the Settlement at or after the Final Approval Hearing with such modifications as may be consented to by the Parties and without further notice to the Settlement Class Members.

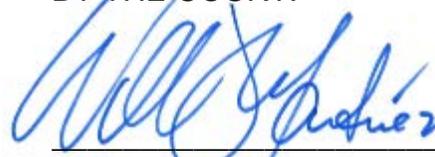
19. Upon entry of this Order, all proceedings in the Lawsuit shall be stayed until further order of the Court, except such proceedings as may be necessary either to implement the Settlement or to comply with or effectuate the terms of this Agreement or Fed. R. Civ. P. 23.

20. Upon motion of any party, the Court may, for good cause, extend any of

the deadlines set forth in this Order without further notice to the Settlement Class.

Dated this 21st day of February, 2019.

BY THE COURT:



William J. Martinez
United States District Judge

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

~~Civil Action No.:~~ Civil Action No.: 1:17-cv-01579-WJM-NYW

WILLIAM M. BARRETT, Individually, and DENICE E. BATLA, HEATHER L. COBERLY, LELAND W. GULLEY, and BLAKE A. UMSTED, Individually and as the representatives of a class consisting of the participants and beneficiaries of the Pioneer Natural Resources USA, Inc. 401(K) and Matching Plan,

Plaintiffs,

v.

PIONEER NATURAL RESOURCES USA, INC.; THE PIONEER NATURAL RESOURCES USA INC. 401(K) AND MATCHING PLAN COMMITTEE; THERESA A. FAIRBROOK; TODD C. ABBOTT; W. PAUL MCDONALD; MARGARET M. MONTEMAYOR; THOMAS J. MURPHY; CHRISTOPHER M. PAULSEN; KERRY D. SCOTT; SUSAN A. SPRATLEN; LARRY N. PAULSEN; MARK KLEINMAN; and RICHARD P. DEALY

Defendants.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS.

You are receiving this notice because the records maintained by Pioneer Natural Resources USA, Inc. (“Pioneer”) and the Pioneer Natural Resources USA Inc. 401(K) and Matching Plan Committee (the “Committee”), indicate that you are or have been a participant in the Pioneer Natural Resources USA Inc. 401(k) and Matching Plan (the “Plan”), at some time during the period from June 28, 2011 through December 10, 2018 (the “Class Period”). As such, your rights may be affected by a proposed class action settlement (the “Settlement”) of the above-captioned federal lawsuit. Pioneer and the Committee, together with Theresa A. Fairbrook, Todd C. Abbott, W. Paul McDonald, Margaret M. Montemayor, Thomas J. Murphy, Christopher M. Paulsen, Kerry D. Scott,

QUESTIONS? VISIT [www._____](#).
Do not call the Court or Pioneer.
They cannot answer your questions.

Susan A. Spratlen, Larry N. Paulsen, Mark Kleinman, and Richard P. Dealy are the defendants (collectively, “Defendants”) in this lawsuit. **Please read the following information carefully to find out what the lawsuit is about, what the terms of the proposed settlement are, what rights you have to object to the proposed settlement agreement if you disagree with its terms, and what deadlines apply to the right to object to the proposed settlement.**

WHAT THIS LAWSUIT IS ABOUT

A lawsuit was filed in the United States District Court for the District of Colorado against Defendants. The lawsuit involves claims that Defendants violated the federal Employee Retirement Income Security Act of 1974, as amended (“ERISA”), by failing to comply with their fiduciary duties under ERISA to the Plan and participants of the Plan in the management, operation and administration of the Plan. The Plan participants who filed the lawsuit (“Plaintiffs”) claim that Defendants acted improperly by causing participants to pay excessive fees for the Plan’s recordkeeping services.

Defendants deny the allegations in the case and assert that their conduct was entirely proper. Defendants have asserted and would assert a number of defenses to Plaintiffs’ claims should the litigation continue. For example, Defendants contend that the Plan’s asset-based recordkeeping fee arrangement is common in the industry, and benefits participants with lower Plan account balances, who shoulder less of the Plan’s recordkeeping expenses, while participants with higher balances pay proportionally more. Defendants further maintain that they have negotiated the Plan’s recordkeeping fees down over time, and that those fees have fallen over the Class Period, despite substantial growth in Plan participants and Plan assets. In addition, Defendants contend that they have tested the market reasonableness of the Plan’s recordkeeping fee arrangement over the Class Period by, for example, commissioning an independent investment advisor to conduct a competitive bidding process for recordkeeping services in 2016. In sum, Defendants maintain that they did not breach their fiduciary duties to the Plan under ERISA.

The Terms of the Settlement

To avoid the time and expense of a lawsuit, Plaintiffs and Defendants have agreed to a settlement that involves monetary payments to Plan participants. These and other terms of the Settlement are set forth in the Settlement Agreement and Release dated December 10, 2018 (“Settlement Agreement”) described below.

1. The Scope of the Class Covered by the Settlement. The Settlement Agreement proposes a class action settlement that would cover and be binding on the following class of individuals (“Settlement Class” or “Settlement Class Members”): all Current Participants and

QUESTIONS? VISIT [www._____](http://www._____.).
 Do not call the Court or Pioneer.
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Former Participants and Beneficiaries of the Plan from June 28, 2011 through December 10, 2018 who maintained a balance of any amount in the Plan at any point during the Class Period, excluding Defendants.

Whether a person meets these definitions or not will be based on the Plan's records. You have received this Notice because, based upon those records, you are believed to be a member of the Settlement Class.

2. **The Payment and Allocation of a Settlement Fund.** As part of the Settlement, Pioneer has agreed to make a payment of five hundred thousand dollars (\$500,000) (the "Settlement Fund") for the benefit of the Settlement Class. This sum, after the withdrawal of Class Counsel's Expenses approved by the Court, Administration Costs (including an estimated provision for the costs of the distribution to Settlement Class Members and other post-distribution related Administration Costs, as proposed by the Settlement Administrator and approved by Class Counsel and Defendants' Counsel as reasonable), Service Awards, and Taxes and Tax-Related Costs, will be distributed to Settlement Class Members on a pro rata basis, based on their average year-ending Plan account balances over the Class Period, starting with December 31, 2011 and ending with December 31, 2018, except that no distribution will be smaller than \$10 and any Settlement Class Member with a pro rata amount of less than \$10 shall receive a distribution of \$10. The Plan of Allocation is attached to this Notice as Appendix A. Settlement Class Members who have a positive account balance in their Plan account at the time of the distribution will receive settlement proceeds into their Plan account. Settlement Class Members who no longer have a positive balance in their Plan account as of the date of distribution will receive a check from the Settlement Administrator.

3. **The Classwide Release of Claims and Covenant Not to Sue.** In exchange for payment of the Settlement Fund by Pioneer, all Settlement Class Members will release any claims they have related to this lawsuit and be prohibited from bringing or pursuing any other lawsuits or other actions based on such claims. The Settlement Class Members further covenant not to sue Defendants on any claims based on conduct that the Settlement Agreement requires Defendants to undertake (the "Covenant Not to Sue"). The Releases and the Covenant Not to Sue are set forth in full in the Settlement Agreement, which can be viewed online at [www. _____], or requested from Class Counsel.

Former Participant Claim Form

Settlement Class Members who are Former Participants and no longer have an active Plan account must complete a basic claim form confirming their address in order to receive payment. If you are a Former Participant, a Former Participant Claim Form is enclosed with this Notice,

QUESTIONS? VISIT [www. _____](http://www._____).
Do not call the Court or Pioneer.
They cannot answer your questions.

along with a pre-paid envelope. This form must be completed, signed and mailed with a postmark on or before July 10, 2019, 2019 (i.e., 28 days before the Final Approval Hearing) to the Settlement Administrator at the following address:

Angeion Group
Pioneer Natural Resources USA, Inc. 401(k) and Matching Plan Settlement Administrator
P.O. Box [number]
[City, State, ZIP]

Former Participants who do not complete and timely return ~~this form~~ the Former Participant Claim Form will not receive any Settlement payment. Even if you plan to object (see “The Opportunity to Object to the Settlement,” below), you must submit this form if you are a Former Participant. A Former Participant who objects but does not timely submit a Former Participant Claim Form will not receive any Settlement payment, assuming the Court approves the Settlement.

The Settlement Approval Process

The Court has granted preliminary approval of the proposed Settlement, finding that it is sufficiently within the range of reasonableness to warrant such preliminary approval, and has approved this notice to the Settlement Class. The Settlement will not take effect, however, until it receives final approval from the Court following an opportunity for Settlement Class Members to object to the Settlement, as described in detail below. Following the deadline for objecting to the Settlement, the Court will hold a Final Approval Hearing on _____, August 7, 2019, which will take place at the United States District Court for the District of Colorado, located at Alfred A. Arraj U.S. Courthouse, 901 19th Street, Denver, CO 80294. The judge assigned to this case is the Honorable William J. Martinez, and his Courtroom is A801. The date and location of the Final Approval Hearing is subject to change by order of the Court, which will appear on the Court’s docket for this case.

The Opportunity to Object to the Settlement

Prior to the Final Approval Hearing, Settlement Class Members will have the opportunity to object to approval of the Settlement. Settlement Class Members can object to the Settlement and give reasons why they think the Court should not approve it. ***This settlement proposes a mandatory class, which means that the Settlement Class Members will not be afforded the opportunity to exclude themselves fromable to opt out of the Settlement Class.***

QUESTIONS? VISIT www._____.
Do not call the Court or Pioneer.
They cannot answer your questions.

To object, you must send-mail your objection to the ~~Settlement Administrator~~Court at the following address:

Clerk of Court
ATTN: Proposed Settlement in 17-CV-1579-WJM-NYW
901 19th Street
Denver, CO 80294~~Angeion Group~~
11555 Heron Bay Boulevard, Suite 200
Coral Springs, Florida 33076

~~Re: Barrett, et al. v. Pioneer Natural Resources USA, Inc., et al., Civil Action No.: 1:17-cv-01579-WJM-NYW (D. Colo. filed June 28, 2017)~~

Objections must be submitted to the Settlement Administrator postmarked no later than twenty-eight (28) days before the Final Approval Hearing (i.e., on or before _____, 2019) July 10, 2019. Objections filed postmarked after that date will not be considered. Any Settlement Class Member failing to submit a timely objection will be deemed to have waived any objection they might have, and any untimely objection will be barred absent an order from the Court.

–Objections must include: (1) the case name and number; (2) your full name, current address, telephone number and signature; (3) a statement that you are a Settlement Class Member and an explanation of the basis upon which you claim to be a Settlement Class Member; (4) all grounds for the objection, ~~accompanied by any legal support known to you or your counsel; and~~ (5) a statement as to whether you or your counsel intends to personally appear ~~and/or testify~~ at the Final Approval Hearing; ~~and (6) a list of any persons you or your counsel may call to testify at the Final Approval Hearing in support of your objection.~~

~~Anyone who submits~~If you submit a timely written objection in accordance with the instructions above, ~~may also appear~~you will also receive an opportunity to speak at the Final Approval Hearing, if desired, either ~~in person~~personally or through a qualified ~~counsel attorney~~ retained at ~~his or her~~your own expense. ~~Those persons or their attorneys intending to appear at the Final Approval Hearing must submit a notice of intention to appear to the Settlement Administrator (at the addresses set out above) by no later than _____, 2019 setting forth: (1) the name, address, and telephone number of the Settlement Class Member; and (2) if applicable, the name, address, and telephone number of that Settlement Class Member's attorney. Anyone who does not timely submit a notice of intention to appear in accordance with this paragraph shall not be permitted to appear~~receive an opportunity to speak at the Final Approval Hearing, ~~except by Order of the Court for good cause shown. Any comment or objection that is timely filed will be~~

QUESTIONS? VISIT WWW._____.
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~~considered by the Court even in the absence of a personal appearance by the Settlement Class Member or that Settlement Class Member’s counsel.~~

~~Settlement Class Members who do not comply with these procedures, or who miss the deadline to file an objection, lose the opportunity to have their objection considered by the Court or to appeal from any order or judgment entered by the Court regarding the Settlement.~~

The Court will consider timely Settlement Class Member objections ~~in deciding whether to grant final approval whether or not the objector attends the Final Approval Hearing. Objectors are not required to attend the Final Approval Hearing, but if you intend to appear you must state your intention to do so in the manner described above. And even if you do not file an objection, you may attend the Final Approval Hearing solely as an observer. But you do not need to attend the Final Approval Hearing—if the Court approves the Settlement, you will receive your Settlement payment whether or not you attend the hearing.~~

~~Settlement Class Members who do not comply with these procedures, or who miss the deadline to file an objection, lose the opportunity to have their objection considered by the Court or to appeal from any order or judgment entered by the Court regarding the Settlement.~~

CLASS COUNSEL EXPENSES AND CASE CONTRIBUTION AWARDS FOR PLAINTIFFS

In granting preliminary approval of the proposed Settlement, the Court appointed the Plaintiffs’ lawyers to serve as “Class Counsel” for the Settlement Class. The attorneys for the Settlement Class are as follows:

Paul Wood

Franklin D. Azar & Associates P.C.
14426 East Evans Avenue
Aurora, CO 80014
Telephone: (303) 757-3300
Email: woodp@fdazar.com

Keith Scranton

Franklin D. Azar & Associates P.C.
14426 East Evans Avenue
Aurora, CO 80014
Telephone: (303) 757-3300
Email: scrantonk@fdazar.com

Class Counsel will file a motion with the Court seeking approval of payment from the Settlement Fund of the expenses they incurred in prosecuting the case (“Expenses”), and Service Awards not to exceed \$4,000 for Plaintiff William M. Barrett, and \$1,500 each for Plaintiffs Denice E. Batla, Heather L. Coberly, Leland W. Gulley, and Blake A. Umsted (the “Case Contribution Awards”).

QUESTIONS? VISIT [WWW.](#)_____.
Do not call the Court or Pioneer.
They cannot answer your questions.

Class Counsel intend to submit an application for Attorney’s Fees and Expenses not to exceed \$200,000. The motion and supporting papers will be filed on or before _____ **2019 July 24, 2019**. After that date you may review the motion and supporting papers at [www.]. Any Expenses and Case Contribution Awards approved by the Court, in addition to the expenses incurred by the Settlement Administrator in sending this Notice and administering the Settlement, will be paid from the Settlement Fund.

GETTING MORE INFORMATION

You can visit the Settlement Website at [www.], where you will find the full Settlement Agreement, the Court’s order granting Preliminary Approval of the Settlement, this Notice, and other relevant pleadings and documents. If you cannot find the information you need on the website, you may also contact Class Counsel for more information. **Do not contact the Court or Pioneer to get additional information.**

~~**Remember, do not contact the Court or Pioneer. They cannot give you additional information or answer your questions.**~~

Dated: _____, 2018 _____ By Order of the United States District Court

District Judge

QUESTIONS? VISIT [www.](#)
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