

UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF COLORADO

**If You Received a Fax Advertisement from Eurton Electric, Inc. (“Eurton”), You
Could Get a Payment from a Class Action Settlement.**

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit about whether Eurton sent fax advertisements to persons who did not consent to receiving such faxes. Eurton is referred to as the “Defendant.”
- Those included in the Settlement who file valid Claim Forms will be eligible to receive a payment from the Settlement Fund. Each valid claim is worth \$200.00.
- Please read this notice carefully. Your legal rights are affected whether you act, or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way to receive a payment.
EXCLUDE YOURSELF	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
OBJECT	Write to the Court explaining why you don’t like the Settlement.
DO NOTHING	You won’t get a share of the Settlement benefits and will give up your rights to sue the Defendant about the claims in this case.

These rights and options – **and the deadlines to exercise them** – are explained in this Notice

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Marcia Krieger of the U.S. District Court for the District of Colorado is overseeing this case. The case is known as *Tech Instrumentation, Inc. v. Eurton Electric Company, Inc.* Case No. 1:16-cv-02981. Tech, the business who sued, is called the Plaintiff/Class Representative. The Defendant is Eurton.

2. What is a Class Action?

In a class action, one or more named plaintiffs called Class Representatives (in this case, Tech) sues on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

3. What is this Lawsuit about?

This lawsuit alleges that Eurton sent fax advertisements in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et. seq.* The Class Representative claims that Eurton sent fax advertisements to persons who never provided prior express permission or invitation. Eurton denies that it violated any law and has asserted several defenses.

The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or the Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation now rather than, if at all, years from now.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

You are in the Settlement Class if your fax number appears on Eurton’s Fax List and received at least one fax advertisement from Eurton.

For the full definition of the Settlement Class, please see the Settlement Agreement, which is available by contacting the Settlement Administrator or Class Counsel or by clicking the "Settlement Agreement" link under the "Important Documents Tab" on the Settlement Website, located at <http://www.rg2claims.com/eurtonelectric.html>.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Eurton has agreed to fund a Settlement Fund of \$299,600 USD. The cost to send notice to the class and administer the Settlement as well as attorneys’ fees and payments to the Class Representative will come out of this amount (*see* Question 13). The amount remaining after deducting these costs (the "Net Settlement Fund") will be used to pay the claims of eligible Class Members who submit valid claims.

Class members who file valid claims will be eligible to receive \$200.00.

Protection from Future Unauthorized Faxes: Eurton has agreed to refrain from sending fax advertisements in the future without first securing prior express permission and invitation.

7. How much will my payment be?

If you are member of the Class and the Court gives final approval to the Settlement, you may be entitled to receive a check for \$200.00.

You may only make one claim per fax number, regardless of how many faxes were received.

8. When will I get my payment?

You should receive a check from the settlement administrator within 60-90 days after the Settlement has been finally approved and/or after any appeals have been resolved in favor of the Settlement. The hearing to consider the final fairness of the Settlement is scheduled for [Fairness Hearing Date.] All checks will expire and become void 90 days after they are issued.

HOW TO GET BENEFITS

9. How do I get benefits?

If you are a Class Member and you want to participate in the Settlement, you must complete and submit a Claim Form, under penalty of perjury, by **August 8, 2022**. The Claim form is included with this notice and can be found by calling, toll free, 1-866-742-4955 or by contacting Class Counsel at (720) 213-0676. The Claim Form can be submitted online at the Settlement Website or by mail. There is only one claim per fax number.

REMAINING IN THE SETTLEMENT

10. What am I giving up if I stay in the Class?

If the Settlement becomes final, you will give up your right to sue Eurton for the claims being resolved by this Settlement. The specific claims you are giving up against Eurton are described in the Settlement Agreement. Unless you exclude yourself (*see* Question 15), you are “releasing” the claims, regardless of whether you submit a claim form or not. The Settlement Agreement is available at www.rg2claims.com/eurtonelectric.html.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to Class Counsel listed in Questions 12 and 17 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

11. What happens if I do nothing at all?

If you do nothing, you won't get any benefits from this Settlement. But, unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against the Defendant for the claims being resolved by this Settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed Steven Woodrow and Patrick Peluso of Woodrow & Peluso, LLC to be the attorneys representing the Settlement Class. They are called "Class Counsel." They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. You may also enter an appearance through an attorney if you so desire.

13. How will the lawyers be paid?

The Settlement Agreement allows Class Counsel to submit a petition for reasonable attorneys' fees of up to one-third of the Settlement Fund as fees and expenses for investigating the facts, litigating the case, and negotiating the Settlement in this matter. Class Counsel may seek, and the Court may award less, than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, Defendant has agreed to pay \$5,000 to the Class Representative from the Settlement Fund as an incentive award for his services in helping to litigate and settle this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter (or request for exclusion) by mail stating that you want to be excluded from this case. Your letter or request for exclusion must also include your name, your address, the fax number that received the relevant fax(es), and your signature. You must mail your exclusion request so that it is postmarked no later than August 8, 2022 to:

Tech v. Eurton
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
1-866-742-4955

The Court will exclude from the Class any Class Member who timely requests exclusion.

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

No. Unless you exclude yourself, you give up any right to sue Eurton for the claims being resolved by this Settlement.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for benefits.

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you're a 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 it. The Court will consider your views. To object, you must send a letter stating that you object to the Settlement and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, your address, your fax number that received the unauthorized fax(es), and your signature.

Class Counsel will file with the Court and post on the Settlement Website under the "Important Documents" tab, its request for attorneys' fees two weeks prior to the objection deadline.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief. Mail the objection to Class Counsel, postmarked no later than **August 8, 2022**:

Patrick Peluso, Esq.
Class Counsel
Woodrow & Peluso, LLC
3900 East Mexico Ave.
Ste. 300
Denver, CO 80210
(720) 213-0676

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class 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 FINAL APPROVAL HEARING

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

The Court will hold the Fairness Hearing at 10:00 am on **September 22, 2022** at the Alfred A. Arraj United States Courthouse, Courtroom A901, 901 19th Street, Denver, CO 80294. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for an award of attorneys' fees and expenses; and to consider the request for an incentive award to Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check with Class Counsel by calling 720.213.0676. If, however, you timely object to the Settlement and advise the Court that you intend to appear and speak at the Fairness Hearing, you will receive notice of any change in the date of such Fairness Hearing.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, 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 another lawyer to attend, but it's not required.

21. May I speak at the hearing?

Yes. 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 Intent to Appear" It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your Notice of Intent to Appear must be postmarked no later than **August 8, 2022**, and be sent to the address listed in Question 17. You must also state in your objection that you plan on appearing at the hearing.

GETTING MORE INFORMATION

22. Where do I get more information?

This Notice summarizes the Settlement. More details are in the full Settlement Agreement. You can get a copy of the Settlement Agreement by writing the Settlement Administrator at *Tech v. Eurton*, c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479 or by visiting www.rg2claims.com/eurtonelectric.html. You can call the Settlement Administrator at 1-866-742-4955 or Class Counsel at 1-720-213-0676, if you have any questions. Before doing so, however, please read this full Notice carefully.