



August 14, 2014

John N. Childs  
Brennan, Manna & Diamond, LLC  
75 East Market Street  
Akron, Ohio 44308

RE: *San Allen dba Corky & Lenny's, et al. vs. Ohio Bureau of Workers' Compensation*  
Cuyahoga County Court of Common Pleas Case No. CV-07-644950

Dear Mr. Childs:

As we discussed last Tuesday, this letter agreement addresses revisions and supplements to the parties' Settlement Agreement dated July 23, 2014, based on our on-going discussions with the Court, Special Master, and Settlement Administrator. The terms used in this letter agreement have the same meaning as in the Settlement Agreement.

Pursuant to Section 9.10 of the Settlement Agreement, and based upon suggestions of the Settlement Administrator, the parties have agreed to the following procedures and established the following schedule. Where necessary the terms of the Settlement Agreement are amended to conform to the below items.

1. The time periods and deadlines for issuance of Notice, submission of Claims and Objections, processing of claims, holding of the Final Approval hearing, and payment of Claims are amended or established as follows:
  - A. Friday, August 8, 2014: Approval by the parties and submission to the Settlement Administrator of amended Class Notice and Proof of Claim forms..
  - B. Monday, August 11, 2014: Settlement Administrator issues print ready galley proofs of amended Class Notice and Proof of Claim forms to parties for approval.
  - C. Wednesday, August 13, 2014: Parties approve galley proofs and file final version with the Court.
  - D. Friday, August 15, 2014: Parties file with Court this amendment to Settlement Agreement and seek entry of an amended Preliminary Approval Order.
  - E. Friday, August 22, 2014: Settlement Administrator issues Class Notice with Proof of Claim forms to Class Members by first class U.S. mail, with change of address requirement conspicuously noted.

101 W. Prospect Avenue  
Midland Building, Suite 1610  
Cleveland, OH 44115

800-747-9330  
 216-696-9330  
 216-696-8558

www.garson.com

- F. Friday, September 5, 2014: Settlement Administrator commences Publication notice in newspapers and opens website containing at minimum: FAQ's developed in consultation with counsel; Settlement Administrator's email and phone contact information; copies of Settlement Agreement and Preliminary Approval Order (with prompt posting of all amendments); link to IRS website from which IRS form W-9 may be accessed; instructions for making objections (using exact language from Settlement Agreement and Preliminary Approval Order); listing of all deadlines including Proof of Claim and Objection submission date; and the Final Approval Hearing date, time and location.
  - G. Wednesday, October 22, 2014: Deadline for submitting Claims and making Objections (must be postmarked to the Settlement Administrator by this date).
  - H. Friday, October 31, 2014: Class Counsel files application for award of attorneys' fees, litigation expenses and class representative incentive compensation awards.
  - I. Wednesday, November 19, 2014: Final cure letters mailed by Settlement Administrator to Class Members with deficient claims.
  - J. Wednesday, November 19, 2014: Final Approval Hearing at 9:00 AM in courtroom 16D, Justice Center, 1200 Ontario, Cleveland, Ohio 44113, 16<sup>th</sup> Floor, Judge Richard J. McMonagle.
  - K. Wednesday, December 10, 2014: Deadline for Class Members to submit cures for deficient Proof of Claim forms (postmarked to Settlement Administrator by this date).
  - L. Wednesday, January 7, 2015: Settlement Administrator completes processing all claims, including notification of any denied claims with reason(s).
  - M. Wednesday, January 14, 2015: Settlement Administrator issues preliminary report, and issues Payment List to BWC including each payee by name, bank account number and amount of payment.
  - N. Section 1.1(g) of the Settlement Agreement is amended to substitute the words "ninety (90) days" in place of the words "sixty (60) days" in the three places where they appear in that section.
2. The class mailing list provided by the BWC to the Special Master on July 29, 2014 ("Class Mailing List") contains all policy numbers listed on Appendix 1 to the Settlement Agreement. The Class Mailing List and Appendix 1 include all Class Members regardless of restitution amount.
  3. The Class Notice and Proof of Claim forms attached as Exhibit 1 are approved by the parties for submission to the Court for approval, in place of those previously submitted.

4. The Settlement Administrator must assign each Class Member on the Class Mailing List a unique identifying number that will appear on the Claim Form sent to that Class Member. The Settlement Administrator may reissue any Claim Form based on a request by a Class Member due to non-delivery or loss of the original form, but the reissued form must contain the same unique identifying number. No request for reissuance of a Claim Form will be honored unless the requestor provides the Settlement Administrator the correct name, BWC policy number and E.I.N. or Social Security number for the Class Member. The Settlement Administrator shall not pay any otherwise timely and valid claim for which more than one Claim Form has been submitted, or for which the submitted Claim Form does not contain the unique identifying number assigned to that Class Member. In such case, a deficiency notice must be sent to each submitter requiring that only one valid Claim Form be resubmitted per claim, and informing the Class Member that failure to do so will result in denial of the Claim.
5. The Settlement Administrator will open and operate a website containing information about the case and the settlement including at minimum: FAQ's developed in consultation with counsel; Settlement Administrator's email and phone contact information; copies of Settlement Agreement and Preliminary Approval Order (with prompt posting of all amendments); link to IRS website from which IRS form W-9 may be accessed; instructions for making objections (using exact language from Settlement Agreement and Preliminary Approval Order); listing of all deadlines including Proof of Claim and Objections submission date; and listing of Final Approval Hearing date, time and location.
6. The BWC agrees that the out of pocket expenses it will seek under Section 1.1(a)(ii) of the Settlement Agreement are limited to the cost of printing and mailing the warrants (checks) to the Class Members, which will not exceed \$0.51 per warrant.
7. The BWC has or will provide the Settlement Administrator, from BWC's records, the BWC policy number and the E.I.N. or Social Security number for each Class Member. That information will not be posted on any website and will be kept confidential except as used as provided herein for verification of the identity of Class Members to prevent fraud.
8. The Settlement Administrator will also operate a call center to handle inquiries about the settlement. The Settlement Administrator will use the information provided in Paragraph 7, above, to verify that anyone seeking the issuance of a claim form provides the correct business name, BWC policy number, and E.I.N. or Social Security number for that business.
9. The Settlement Administrator's obligation to verify that the person signing the Claim Form is authorized to submit the Claim Form only requires the Settlement Administrator to confirm the claim form is signed, the necessary boxes are answered "yes," the signed W-9 is provided, and the information provided for the business matches the information provided by the BWC for that business, unless the Settlement Administrator is on notice through notation on the class mailing list provided by the BWC or other direct communication that the entity has filed for bankruptcy, in which case the Settlement Administrator must verify that the person who signed the Claim Form is that entity's bankruptcy trustee.

10. The provisions of Sections 1.1(b)(iii and iv) and 5.4(3 and 4) of the Settlement Agreement are amended to provide as follows:

A statement certifying that the business is not a corporation or other business entity; or if a corporation or other business entity, that it is in good standing in its State of formation; or a statement that the business is no longer in operation and has been dissolved or is bankrupt.

A statement including the name of the submitter and a certification that the submitter is authorized to submit the claim on behalf of the business as an officer, owner, bankruptcy trustee or other authorized representative.

11. The provisions of Section 1.1(f) in the Settlement Agreement are amended to state the following:

**(f) Time and Manner of Payment.** Payment shall be due and Defendant shall issue payment to eligible Class Members within 30 days of the last of the events described in paragraphs i. through iv. below and payment to Class Counsel as approved by the Court in writing at the final hearing within 30 days of the last of the events described in paragraphs i. through iii. below:

i. the date upon which the time expires for filing or noticing any appeal of the Court's Final Judgment approving the Settlement Agreement; and

ii. if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); and

iii. the date of final dismissal of any appeal and expiration of time for any further appeal; and

iv. the Payment List is received by the Defendant from the Settlement Administrator.

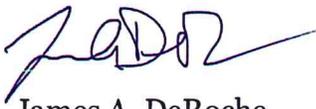
12. The provisions of Section 1.1(g) in the Settlement Agreement are amended to state the following:

(g) Payment Method. All payments to be made to Class Members hereunder shall be made by check issued directly by the BWC, payable to the business entity and bank account number provided by the Class Member on their claim form, in an envelope with the return address of the BWC. BWC shall then provide the Settlement Administrator with a list of which checks have been returned as undeliverable. For any check returned as undeliverable the Settlement Administrator shall make reasonable effort to update the address one (1) time, including by contact with the Class Member, and if an updated address is found shall direct the BWC to re-issue the check to that address. Any checks not negotiated within ninety (90) days shall be void.

The Settlement Administrator shall attempt to contact any Class Member whose check is not negotiated within ninety (90) days and shall direct BWC to re-issue the aforementioned Class Member's check one (1) time if the Class Member can be contacted. Any re-issued check that is not negotiated within ninety (90) days shall be void and the amount thereof shall revert to Defendant and/or otherwise remain in the State Insurance Fund in accordance with Section 1.1(e) above.

13. Except for the above, the Settlement Agreement executed on July 23, 2014 and approved by the Court in its July 25, 2014 Preliminary Approval Order remains in full force and effect.

Sincerely,



James A. DeRoche

**AGREED:**



**John N. Childs, on behalf of  
STEPHEN BUEHRER, ADMINISTRATOR,  
OHIO BUREAU OF WORKERS' COMPENSATION**

8/14/2014

**Date**



**James A. DeRoche, on behalf of  
SAN ALLEN, INC. d/b/a CORKY AND LENNY'S  
TIMELY ADVERTISING SPECIALTY CO. d/b/a S.E. BENNETT COMPANY  
CAMBRIDGE MANUFACTURING JEWELERS, LTD.  
D&J STRUCTURAL CONTRACTING, INC.  
LIFECENTER PLUS, INC.**

8-14-2014

**Date**



**Patrick J. Perotti, on behalf of  
NICK MAYER LINCOLN-MERCURY**

8-14-2014

**Date**