

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

DONNA LUNDGREN-WIEDINMYER, DAVID
and MARLA MELCHER, MARK HALDEMAN,
NINA MERZBACH, RYAN RAMEY, STEPHEN
CIECIUCH, TONY FIEST and BARNEY C.
GUTTMAN, individually and on behalf of others
similarly situated,

Plaintiffs,

vs.

LJM PARTNERS, LTD, PACIFIC FUTURES
AND CAPITAL, LLC, ANTHONY J. CAINE,
KATHRYN MCBRIDE, ANISH PARVATANENI,
ARJUNA ARIATHURAI, J. SCOTT SYKORA,
JAMES E. DICKINSON, BRYAN THURSTON,
and CHUN LIU,

Defendants.

Case No.: 18-CH-10712

CLASS ACTION

**NOTICE OF (I) PROPOSED CLASS ACTION SETTLEMENT; (II) SETTLEMENT FAIRNESS HEARING;
AND (III) MOTION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES**

**If you held a Limited Partnership Interest in: (i) the LJM Preservation and Growth Fund, L.P.; (ii) the Asset Class
I Series of LJM Fund, L.P.; or (iii) the PFC-LJM Fund, L.P. as of February 6, 2018,
you may be able to participate in a Class Action Settlement.**

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

This Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement or wish to be excluded from the Settlement Class.

- The Settlement, if approved by the Court, provides a substantial prospective benefit to the Settlement Class, namely the assignment of twenty percent (20%) of Defendant Anthony Caine’s potential recovery in a current lawsuit brought by Defendant LJM Partners, Ltd. against certain entities alleging the manipulation of the VIX. The VIX case is called: *LJM Partners, Ltd. v. John Does*, Case No. 19-cv-368 (N.D. Ill.), and is currently pending in federal court (“VIX Manipulation Lawsuit”).¹ Mr. Caine suffered losses of over one hundred million dollars (\$100,000,000.00), which he seeks to recover in the VIX Manipulation Lawsuit, but note that there is no guarantee that LJM Partners, Ltd. will be successful in the VIX Manipulation Lawsuit.
- The Settlement resolves claims by Plaintiffs Donna Lundgren-Wiedinmyer, David and Marla Melcher, Mark Haldeman, Nina Merzbach, Ryan Ramey, Stephen Ciecuch, Tony Fiest, and Barney C. Guttman in a class action against LJM Partners, Ltd. (“LJM”), Anthony Caine (“Caine”), Kathryn McBride, Anish Parvataneni, Arjuna Ariathurai, Lauren C. Savino, Pacific Futures and Capital, LLC, J. Scott Sykora, James E. Dickinson, Bryan Thurston, and Chun Liu (“LJM Defendants”), wherein Plaintiffs alleged breaches of fiduciary duty, contract, and implied covenant of good faith and fair dealing against the LJM Defendants. There is no guarantee that any

¹ All capitalized terms not defined in this Notice have the meanings provided in the Stipulation and Agreement of Settlement (the “Settlement Agreement”), which can be viewed at www.LJMPartnersStateLitigation.com.

additional money will be recovered. The LJM Defendants deny any wrongdoing in this lawsuit. The Court did not decide in favor of either the Plaintiffs or the LJM Defendants.

- The purpose of this Notice is to inform you of the pendency of a proposed settlement in this Action, and the hearing to be held by the Court to consider: (i) whether the Settlement should be approved; (ii) whether the Settlement Class should be certified; (iii) whether Class Counsel’s motion for attorneys’ fees and expenses should be approved; (iv) whether Class Counsel’s request for an incentive award for the Plaintiffs should be approved; and (v) any other matter related to the Settlement that the Court deems appropriate.
- This Notice describes important rights you may have if you are a member of the Settlement Class and what steps you must take if you wish to participate in the Settlement, wish to object, or wish to be excluded from the Settlement Class.
- **If you are a Settlement Class Member, your legal rights will be affected by this Settlement whether you act or do not act. Please read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY MARCH 25, 2020.	<p>If you exclude yourself from the Settlement Class, you will not be eligible to receive any potential payment from the Settlement as a result of the Assignment.</p> <p>This is the only option that allows you to bring, continue, or be a part of any other lawsuit against any of the LJM Defendants concerning the Released Claims. <i>See</i> Questions 29 - 33 below for details.</p>
OBJECT BY MAY 11, 2020.	<p>If you do not like the proposed Settlement, the motion for attorneys’ fees and expenses, or the request for an incentive award for the Plaintiffs, you may write to the Court and explain why you do not like it/them. If you object, you will remain a member of the Settlement Class. <i>See</i> Questions 36 - 39 below for details.</p>
GO TO A HEARING ON JUNE 3, 2020.	<p>You may ask to speak in Court about the Settlement. <i>See</i> Questions 40 – 41 below for details.</p>
DO NOTHING.	<p>Remain eligible to receive any potential payment from the Settlement as a result of the Assignment BUT give up your rights to bring your own individual action.</p>

Identification of Attorneys’ Representatives

Plaintiffs and the Settlement Class are represented by Criden & Love, P.A., the Court-appointed Class Counsel. Any questions regarding the Settlement should be directed to Michael E. Criden, Esq., Criden & Love, P.A., 7301 S.W. 57th Court, Suite 515, South Miami, Florida 33143, (305) 357-9000, lgrossman@crیدنlove.com. This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.LJMPartnersStateLitigation.com.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

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WHY DID I GET THIS NOTICE?

1. The Court authorized that this Notice be sent to you because you or someone in your family, or an investment account for which you serve as a custodian, as of February 6, 2018, might have held a Limited Partnership Interest in: (i) the LJM Preservation and Growth Fund, L.P.; (ii) the Asset Class I Series of LJM Fund, L.P.; or (iii) the PFC-LJM Fund, L.P.
2. If this description applies to you or someone in your family, 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 approve the Settlement.
3. This Notice explains the lawsuit, the Settlement, Settlement Class Members’ legal rights, what benefits are available, who is eligible for them, and how to get them.
4. The Court in charge of this Action is the Circuit Court of Cook County, Illinois (“Court”), and the case is known as *Lundgren-Wiedinmyer, et al. v. LJM Partners, Ltd., et al.*, Case No. 18-CH-10712 (“Action”). The Action is assigned to the Honorable Raymond Mitchell.
5. The Court did not decide in favor of Plaintiffs or the LJM Defendants. Instead, they have agreed to a settlement. For Plaintiffs, the principal reason for the Settlement is the prospect of receiving funds from an assignment of a claim from one of the LJM Defendants, in contrast to the risks and uncertainties of succeeding through dispositive motions and proving all the necessary elements of their claims at a jury trial, and the costs and delays inherent in such litigation (including any appeals).
6. For the LJM Defendants, which deny all allegations of wrongdoing or liability whatsoever and deny that any Settlement Class Members were damaged, the principal reasons for entering into the Settlement are to bring to an end the substantial burden, expense, uncertainty, and risk of further litigation.

WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?

7. The Action involves: (i) the LJM Preservation and Growth Fund, L.P.; (ii) the Asset Class I Series of LJM Fund, L.P.; or (iii) the PFC-LJM Fund, L.P. (collectively, the “Funds”) – private partnerships formed to engage in the trading of commodity futures contracts, options on commodities or commodity futures contracts, and/or options on futures contracts – which suffered catastrophic losses for its investors totaling approximately 80% of its value and erasing more than \$282 million in just two days in February 2018. Plaintiffs, on behalf of themselves and the Settlement Class, alleged breaches of fiduciary duty, contract, and implied covenant of good faith and fair dealing against the LJM Defendants. Specifically, Plaintiffs alleged that the LJM Defendants misled Plaintiffs as to the trading strategy of the Funds in the Offering

Documents. Plaintiffs alleged that the LJM Defendants employed a highly aggressive trading strategy that overexposed the Funds to down markets and spikes in volatility. The LJM Defendants denied these allegations.

8. Given that the Funds have been liquidated and that the LJM Defendants that are business entities are out-of-business with no ongoing revenues or income, early on the parties in this case began discussing resolution. As part of that effort, the LJM Defendants provided Class Counsel all of their available insurance policies, and it was learned that the available insurance coverage was “wasting” or “self-liquidating,” meaning that the costs of defending the Action would diminish the insurance available to the Settlement Class.

9. Plaintiffs then began settlement discussions with the LJM Defendants. After almost a year of arm’s-length negotiations, demands, offers, and counter-offers, Plaintiffs and the LJM Defendants entered into a Settlement Agreement, which sets forth the terms and conditions of the Settlement. The Settlement Agreement can be viewed at www.LJMPartnersStateLitigation.com.

WHY IS THIS A CLASS ACTION?

10. In a class action, one or more persons or entities (in this case, the Plaintiffs) sue on behalf of people and entities that have similar claims. Together, these people and entities are a class, and each is a class member. Bringing a case, such as this one, as a class action allows the Court to resolve many similar claims of persons and entities that might be economically too small to bring as individual actions. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or “opt out,” from the class.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT? WHO IS INCLUDED IN THE SETTLEMENT CLASS?

11. If you are a member of the Settlement Class, you are subject to the Settlement, unless you timely request to be excluded. The Settlement Class consists of:

All persons and entities who, as of February 6, 2018, held a Limited Partnership Interest in: (i) the LJM Preservation and Growth Fund, L.P.; (ii) the Asset Class I Series of LJM Fund, L.P.; or (iii) the PFC-LJM Fund, L.P.

Excluded from the Settlement Class are: All of the LJM Defendants, their respective successors, assigns, parents, and subsidiaries, the past and current executive officers and directors of the corporate defendants, and the legal representatives, spouses, heirs, successors, or assigns of the individual defendants, as well as any entity in which any of the foregoing excluded persons have or had a majority ownership interest.

Also excluded from the Settlement Class are any persons or entities who or which exclude themselves by submitting a request for exclusion in accordance with the requirements set forth in this Notice. *See* “What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself,” on page 7 below.

Please Note: Receipt of this Notice does not mean that you are a Settlement Class Member or that you will be entitled to receive proceeds from the Settlement.

WHAT ARE PLAINTIFFS’ REASONS FOR THE SETTLEMENT?

12. Plaintiffs and Class Counsel believe that the claims asserted against the LJM Defendants have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue their claims against the LJM Defendants through trial and appeals, as well as the substantial risks they would face in establishing class certification, liability, and damages.

13. Further, in order to obtain a recovery for the Settlement Class, Plaintiffs would have to prevail at several stages, including summary judgment and trial – and, even if they prevailed on those, on the appeals that were likely to follow. Thus, there were significant risks attendant to the continued prosecution of the Action, and there was no guarantee that further litigation would have resulted in a higher recovery, or any recovery at all.

14. In light of these risks, Plaintiffs and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. Plaintiffs and Class Counsel believe that the Settlement provides a substantial prospective benefit to the Settlement Class, namely the assignment of twenty percent (20%) of Defendant Anthony Caine’s potential recovery as a limited and general partner in LJM Partners, Ltd. for any losses

recovered in the VIX Manipulation Lawsuit, as compared to the risk that the claims in the Action would produce a smaller recovery or no recovery after summary judgment, trial, and appeals, possibly years in the future.

15. The LJM Defendants have denied all claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. The LJM Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by the LJM Defendants.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

16. If there were no Settlement and Plaintiffs failed to establish any essential legal or factual element of their claims against the LJM Defendants, neither Plaintiffs nor the other members of the Settlement Class would recover anything from the LJM Defendants. Also, if the LJM Defendants were successful in proving any of their defenses, either at summary judgment, at trial, or on appeal, the Settlement Class could recover less than the amount provided in the Settlement, or nothing at all.

HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?

17. As a Settlement Class Member, you are represented by Plaintiffs and Class Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” on page 7 below.

18. If you are a Settlement Class Member and do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section entitled, “What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?,” on page 7 below.

19. If you are a Settlement Class Member and you wish to object to the Settlement or Class Counsel’s motion for attorneys’ fees and expenses, and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” on pages 7 & 8 below.

20. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (“Judgment”). The Judgment will dismiss with prejudice the claims against the LJM Defendants and will provide a Release.

21. The Release shall provide, in pertinent part, that, upon the Effective Date, and in consideration of payment of the settlement fund (“Settlement Fund”) and other valuable consideration, Plaintiffs and all Settlement Class Members (except those Settlement Class Members who submitted a timely request for exclusion from the Settlement Class), on behalf of themselves and their respective past and present parents, subsidiaries, affiliates, officers, directors, employees, agents, attorneys, servants, representatives (and the parents’, subsidiaries’, and affiliates’ past and present officers, directors, employees, agents, attorneys, servants, and representatives), and the predecessors, successors, heirs, executors, administrators, representatives, and assigns of each of the foregoing (“Releasers”), hereby release and forever discharge, and covenant not to sue, or to authorize anyone to sue on their behalf, or to support anyone financially or administratively in suing, or to prosecute any pending or previously filed suit against any of the LJM Defendants, and their past and present parents, subsidiaries, affiliates, officers, directors, employees, agents, attorneys, servants, representatives (and the parents’, subsidiaries’, and affiliates’ past and present officers, directors, employees, agents, attorneys, servants, and representatives), and the predecessors, successors, heirs, executors, administrators, representatives, and assigns of each of the foregoing (“Releasees”), with respect to, in connection with, or relating to any and all past, present, or future liabilities, claims, demands, obligations, suits, damages, levies, executions, judgments, debts, charges, actions, or causes of action, at law or in equity, whether class, individual, or otherwise in nature, and whether known or unknown, arising out of or relating to the claims alleged in the operative complaint in this Action or related actions (“Released Claims”). The Released Claims include, but are not limited to, any and all claims relating to or arising out of the facts, occurrences, transactions, or other matters alleged or asserted in this Action or related actions, or that could have been alleged or asserted in this Action, or that could constitute a continuation of any of the facts, occurrences, transactions, or other matters alleged or asserted in this Action or related actions. For a complete review of the precise language of the Release, please review the Settlement Agreement.

22. In addition, upon the Effective Date, the Judgment shall hold that each Releasor will have deemed to expressly waive and release the Releasees from any and all provisions, rights, and/or benefits conferred by § 1542 of the California Civil Code, which reads:

Section 1542. General Release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor;

or by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims that are the subject matter of the Action. Nonetheless, upon the Effective Date, each Releasor is deemed to expressly waive and fully, finally, and forever settle and release against the Releasees, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that was the subject matter of the Action, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. For a complete review of the precise language of the Release, please review the Settlement Agreement.

23. In addition to including a Release, the Judgment shall also include, subject to Court approval, a bar order, which shall state, in pertinent part, upon the Effective Date, to the maximum allowed by the law, the final judgment shall permanently bar and enjoin Plaintiffs and the Settlement Class Members from prosecuting any of the Released Claims against the LJM Defendants and other Releasees, and permanently bar and enjoin all past, present, and future actual and potential claims for contribution, indemnification, or the like, however styled, by any person or entity against the LJM Defendants and the other Releasees, whether arising under state, federal, or common law, that arise out of or are related to the Released Claims.

**HOW DO I RECEIVE A PAYMENT FROM ANY FUTURE
RECOVERY BY VIRTUE OF THE ASSIGNMENT?**

24. The Settlement does not provide any funds for immediate distribution to Settlement Class Members. However, if Defendant LJM Partners, Ltd. recovers money from the VIX Manipulation Lawsuit, twenty percent (20%) of the net amount Defendant Anthony Caine is owed, after payment to counsel of record in the VIX Manipulation Lawsuit of all applicable fees and costs, will be transferred to Class Counsel by virtue of an Assignment for later distribution to the Settlement Class. Mr. Caine has provided Class Counsel with documentation demonstrating that the losses he suffered exceed \$113,000,000.00. Although Class Counsel believe that the allegations in the VIX Manipulation Lawsuit are credible, there is no guarantee that LJM Partners, Ltd. will ultimately be successful in the VIX Manipulation Lawsuit.

25. If there is any recovery in the future by virtue of the Assignment from the VIX Manipulation Lawsuit, Class Counsel will send a Claim Form to all Settlement Class Members that have not excluded themselves at their last known address. **THEREFORE, IT IS IMPERATIVE THAT ALL SETTLEMENT CLASS MEMBERS KEEP THEIR CONTACT INFORMATION CURRENT WITH THE SETTLEMENT ADMINISTRATOR.**

26. **IN ADDITION, PLEASE RETAIN ALL RECORDS OF YOUR OWNERSHIP OF, AND TRANSACTIONS IN, THE LJM PRESERVATION AND GROWTH FUND, L.P., THE ASSET CLASS I SERIES OF LJM FUND, L.P., AND THE PFC-LJM FUND, L.P., AS THEY MAY BE NEEDED TO DOCUMENT ANY FUTURE CLAIM.**

27. Any recovery from the Assignment, after deduction of attorneys' fees, costs, and expenses approved by the Court, will then be distributed based on a Plan of Allocation that will be submitted to the Court. If you request exclusion from the Settlement Class, you will not be eligible to share in any potential future recovery due to the Assignment.

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING?
HOW WILL THE LAWYERS BE PAID?**

28. The LJM Defendants have provided \$175,000 as a Settlement Fund to pay Class Counsel's fees and expenses, Plaintiffs' incentive fees, and costs for Notice. Class Counsel have not received any payment for their services in pursuing claims against the LJM Defendants on behalf of the Settlement Class, nor have Class Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Class Counsel will apply to the Court for an award of

attorneys' fees and expenses in the amount of \$100,000. Class Counsel will also seek a \$5,000 incentive award for each of the Plaintiffs, for a total amount of \$40,000. Class Counsel will also seek to use the remaining \$35,000 to pay the costs of giving Notice of the Settlement to Settlement Class Members. The Court will determine the amount of any award of attorneys' fees and expenses, the amount of the incentive awards, and the amount that shall be paid to any third parties for Notice to the Settlement Class. Such sums as may be approved by the Court will be paid from the \$175,000 Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses. If Notice costs exceed \$35,000, Class Counsel shall pay those additional monies out of any Fee and Expense Award. If Notice costs do not equal or exceed \$35,000, Class Counsel have reserved the right to request that the Court award those remaining monies as additional attorney fees. Finally, if the Assignment (discussed above) results in monies recovered for the Settlement Class, Class Counsel reserve the right to apply for a fee and expense award not to exceed 1/3 of the net recovery on behalf of the Settlement Class.

**WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS?
HOW DO I EXCLUDE MYSELF?**

29. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written Request for Exclusion from the Settlement Class, addressed to Lundgren-Wiedinmyer LJM Funds State Action, EXCLUSIONS, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217. The exclusion request must be **received no later than March 25, 2020**. You will not be able to exclude yourself from the Settlement Class after that date.

30. Each Request for Exclusion must: (a) state the name of the person or entity requesting exclusion, along with his, her, or its address and phone number; (b) state that such person or entity wishes to be excluded from the Settlement Class in *Lundgren-Wiedinmyer v. LJM Funds*; (c) state the total dollar amount of limited partnership interest owned by each such person or entity in the LJM Preservation and Growth Fund, L.P., the Asset Class I Series of LJM Fund, L.P., or the PFC-LJM Fund, L.P. as of February 7, 2018; and (d) be signed by the person or entity requesting exclusion or an authorized representative. A Request for Exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

31. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion.

32. If you ask to be excluded from the Settlement Class, you will not be eligible to receive any funds from any future recovery due to the Assignment.

33. The LJM Defendants have the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Settlement Class in an amount that exceeds an amount agreed to by Plaintiffs and the LJM Defendants.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE
SETTLEMENT? DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

34. Settlement Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Settlement Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.

35. The Settlement Hearing will be held on **June 3, 2020, at 11:00 a.m.**, before the Honorable Raymond Mitchell at Courtroom 2601, Circuit Court of Cook County, 50 W. Washington Street, Chicago, IL 60602. The Court reserves the right to approve the Settlement, Class Counsel's motion for an award of attorneys' fees and expenses, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class.

36. Any Settlement Class Member who does not request exclusion may object to the Settlement, Class Counsel's motion for an award of attorneys' fees and expenses, or Class Counsel's request for an incentive award for the Plaintiffs. You can ask the Court to deny approval of the Settlement by filing an objection. But you can't ask the Court to order a different settlement; the Court can only approve or reject the proposed Settlement. If the Court denies approval, the lawsuit will continue. If that is what you want to happen, you must object. You may also appear at the Settlement Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

37. Any objection to the proposed Settlement must be in writing. You may object to the proposed Settlement, the requested fees and expenses, or Class Counsel's request for an incentive award for the Plaintiffs in writing by providing your full name, address, phone number, and signature; the basis for your belief that you are a member of the Settlement Class; and the basis of your objection and whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class. All written objections and supporting papers must: (a) clearly identify the case name and number (*Lundgren-Wiedinmyer, et al. v. LJM Funds Management, Ltd., et al.*, Case No. 18-CH-10712); (b) be submitted to the Court by mailing them to (or filing them with) the Clerk of the Court, Circuit Court of Cook County, Illinois, 50 W. Washington Street, Chicago, IL 60602 so that it is **filed/received no later than May 11, 2020**; and (c) be mailed to Class Counsel at the following address: Michael E. Criden, Esq., Criden & Love, P.A., 7301 S.W. 57th Court, Suite 515, South Miami, FL 33143, so that it is **received no later than May 11, 2020**.

38. You may not object to the Settlement, Class Counsel's motion for attorneys' fees and expenses, or Class Counsel's request for an incentive award for the Plaintiffs if you exclude yourself from the Settlement Class or if you are not a member of the Settlement Class.

39. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file a written objection in accordance with the procedures described above, unless the Court orders otherwise.

40. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, Class Counsel's motion for an award of attorneys' fees and expenses, or Class Counsel's request for an incentive award for the Plaintiffs, and if you timely submit a written objection as described above, you must also file a notice of appearance with the Court **by May 11, 2020**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

41. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court **by May 11, 2020**.

42. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class. If you plan to attend the Settlement Hearing, you should confirm the date and time with Class Counsel, or by checking the settlement website at www.LJMPartnersStateLitigation.com.

43. Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, Class Counsel's motion for an award of attorneys' fees and expenses, or Class Counsel's request for an incentive award for the Plaintiffs. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

44. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you may visit the website, www.LJMPartnersStateLitigation.com, where you can access copies of the Settlement Agreement, the Complaint, and related orders entered by the Court.

All inquiries concerning this Notice and the Claim Form should be directed to:

Lundgren-Wiedinmyer LJM Fund State Litigation
c/o A.B. Data, Ltd.
P.O. Box 173095
Milwaukee, WI 53217
(877) 212-3362
info@LJMPartnersStateLitigation.com

and/or

Michael Criden, Esq.
Criden & Love, P.A.
7301 S.W. 57th Court, Suite 515
South Miami, FL 33143
(305) 357-9000
lgrossman@cridenlove.com

DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANTS, OR THEIR COUNSEL REGARDING THIS NOTICE.

Dated: February 10, 2020

By Order of the Court
Circuit Court of Cook County, Illinois