

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

JUDY HUNTER, et al.,

Plaintiffs,

vs.

BERKSHIRE HATHAWAY INC.,

Defendant.

**No. 4:14-CV-663-Y**

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION,  
FINAL APPROVAL HEARING, AND MOTION FOR ATTORNEYS' FEES AND  
REIMBURSEMENT OF LITIGATION EXPENSES, AND CASE CONTRIBUTION  
AWARDS**

This notice ("Class Notice") summarizes the proposed Class Action Settlement Agreement ("Settlement" or "Settlement Agreement") of the class action lawsuit, *Hunter v. Berkshire Hathaway Inc.*, No. 4:14-cv-663-Y (N.D. Tex.) (the "Action"). In the Action, Plaintiffs **Judy Hunter, Anita Gray, and Bobby Lynn Allen** ("Plaintiffs" or "Named Plaintiffs") allege that Defendant Berkshire Hathaway Inc. ("Berkshire" or "Defendant") violated the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the terms of the Acme Brick Company Pension Plan (the "Pension Plan") and the Acme Brick Company 401(k) Plan (the "401(k) Plan") (Pension Plan and the 401(k) Plan together are referred to as the "Plans") by (a) causing Acme to freeze accruals of benefits under the Pension Plan as of October 1, 2014, and (b) causing Acme to reduce the employer's matching percentage of contributions to the 401(k) Plan between 2010 and 2013. You are receiving this Class Notice because you are a past or present participant, or a beneficiary of a participant in one or both of the Plans. This notice summarizes the proposed settlement.

Plaintiffs filed the Action on behalf of themselves and affected participants in Acme retirement plans after the Pension Plan was frozen in 2014. They have now agreed with Defendant Berkshire to settle the lawsuit. The proposed settlement would extend the freeze date for the Pension Plan from October 4, 2014 to July 15, 2017 (so eligible participants in the Pension Plan will accrue up to an additional two years and ten months' worth of benefits), and would provide for Seven Hundred Fifty Thousand Dollars (\$750,000) to be paid proportionately to people who were participants in the 401(k) Plan during 2010-2013. The details of the Settlement are described later in this Notice.

For the precise terms and conditions of the Settlement, please see the Settlement Agreement itself, which is available:

- on the website for this case, [www.kellersettlements.com](http://www.kellersettlements.com);

Questions? Call toll-free (888) 684-6562 or visit [www.kellersettlements.com](http://www.kellersettlements.com).

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- from Class Counsel, who may be reached by phone, (888) 684-6562, or email, BHSettlement@kellerrohrback.com;
- on the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (“PACER”) system at <https://ecf.txnd.uscourts.gov>; or
- by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of Texas, 501 West 10th Street, Room 310, Fort Worth, TX 76102-3673, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

**YOU HAVE NOT BEEN SUED.**  
**A FEDERAL COURT AUTHORIZED THIS NOTICE.**  
**THIS IS NOT A SOLICITATION.**

As explained in more detail below, the Settlement provides for an estimated aggregate of Ten Million Dollars (\$10,000,000) in value, as follows:

- **The certification of two settlement classes in the Action:**
  - **The Pension Plan Settlement Class, consisting of all participants and former participants in the Acme Brick Company Pension Plan who were employed by Acme on October 4, 2014, together with their respective beneficiaries; and**
  - **The 401(k) Plan Settlement Class, consisting of all participants and former participants in the Acme Brick Company 401(k) Retirement and Savings Plan who contributed to an account with the 401(k) Plan at any time between January 1, 2010 and December 31, 2013, together with their respective beneficiaries. Excluded from the 401(k) Settlement Class are participants and former participants for whom the employer’s matching contribution between January 1, 2010 and December 31, 2013, was established by a collective bargaining agreement.**
- **The recalculation of accrued benefits under the Pension Plan so that the accrued benefit of each member of the Pension Plan Settlement Class will be adjusted so as to equal the benefit to which such Member would have been entitled had the effective date of the freeze of the Pension Plan been July 15, 2017, resulting in an increase in value of accrued benefits of the Pension Plan Settlement Class of an estimated aggregate value of \$9.25 Million; provided that the accrued benefits of such Member will not be treated as having continued to accrue after the date of such Member’s retirement or other termination of employment.**
- **Distribution of Seven Hundred Fifty Thousand Dollars (\$750,000), which will be allocated among the members of the 401(k) Settlement Class proportionately based on the employer match amounts made to the 401(k) Plan accounts of such Persons during 2010-2013. This amount may be reduced by up to an aggregate of Twenty-Five Thousand Dollars (\$25,000) of Case Contribution Awards to the Named Plaintiffs to the extent ordered by the Court.**

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- **The payment by Defendant of certain attorney’s fees and expenses to the extent awarded by the Court.**
- **Releases by all members of the Pension Plan Settlement Class and the 401(k) Settlement Class of claims against Defendant and certain related parties as described below.**

### **SUMMARY OF THE ACTION AND THE SETTLEMENT**

The Settlement is a compromise of claims made by Plaintiffs, for themselves and on behalf of the Settlement Class, against Defendant in the Action. Plaintiffs claim that Defendant violated its obligations with respect to the Acme Pension Plan by causing Acme to freeze the Pension Plan as of October 1, 2014. Plaintiffs also claim that Defendant violated its obligations with respect to the 401(k) Plan by causing the employer match paid by Acme with respect to the 401(k) Plan for the years 2010 through 2013 to be reduced. Defendant disputes Plaintiffs’ claims.

Named Plaintiffs, on behalf of themselves and the Settlement Class, have agreed to settle all Released Claims against Defendant and other Releasees (as defined in the Settlement Agreement) on the terms described above pursuant to a Settlement Agreement executed November 27, 2019.

The Court has not yet decided whether to approve the Settlement. Additionally, to date, Class Counsel has *not* received any payment for their services in prosecuting this Action on behalf of the Settlement Class, nor have Class Counsel been reimbursed for their out-of-pocket expenses. The payments and other settlement terms described above will be made only if the Court approves the Settlement and if that approval is upheld if there are any appeals. This process is explained in greater detail below.

**Identification of Class Counsel:** Any questions about the Settlement should be directed to Class Counsel. Please contact: attorney Christopher Graver or paralegal Carrie Wilkinson at Keller Rohrback L.L.P., 3101 North Central Avenue, Suite 1400, Phoenix, AZ 85012. Class Counsel may be contacted either by calling (888) 684-6562 or via email to BHSettlement@kellerrohrback.com. **Please do not contact the Court. The Court personnel will not be able to answer your questions.**

**PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. THE SETTLEMENT WILL AFFECT YOUR RIGHTS IF YOU ARE PART OF THE SETTLEMENT CLASS.**

**YOU ARE *NOT* BEING SUED IN THIS MATTER. YOU DO *NOT* HAVE TO APPEAR IN COURT AND YOU DO *NOT* HAVE TO HIRE AN ATTORNEY.**

***IF YOU ARE IN FAVOR OF THE SETTLEMENT, YOU NEED NOT DO ANYTHING. IF YOU DISAPPROVE OF THIS SETTLEMENT, YOU MAY OBJECT TO THE SETTLEMENT PURSUANT TO THE PROCEDURES DESCRIBED BELOW.***

<b>ACTIONS YOU MAY TAKE IN THE SETTLEMENT</b>	
NO ACTION IS NECESSARY TO PARTICIPATE IN THE SETTLEMENT.	If the Settlement is approved by the Court and you are a member of the Settlement Class, you do not need to do anything.
YOU CAN OBJECT NO LATER THAN <b>APRIL 13, 2020</b> . WRITTEN OBJECTIONS MUST BE FILED WITH THE COURT BY THIS DATE.	If you wish to object to any part of the Settlement, you can write to the Court and explain why you object to the Settlement.
YOU CAN GO TO THE FINAL APPROVAL HEARING ON <b>MAY 13, 2020, AT 10:30 A.M.</b> * BY FILING A NOTICE OF INTENTION TO APPEAR NO LATER THAN <b>APRIL 13, 2020</b> .	If you have submitted a timely written objection to the Court, you can appear at the Final Approval Hearing. You may enter your appearance in Court through an attorney (at your expense) if you so desire.  * The date and time of the Final Approval Hearing may change without further notice to the Settlement Class. You should confirm the date and time on the Settlement website or the Court’s PACER site mentioned above.
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This Action is proceeding in federal district court in Fort Worth, Texas against Berkshire Hathaway Inc. The Named Plaintiffs and Defendant are referred to herein as the “Parties.”

**BASIC INFORMATION**

**1. Why did I get this Class Notice?**

Either you or someone in your family is a current or former participant (vested or non-vested) in, or beneficiary of, the Pension Plan and/or the 401(k) Plan. The Court has directed that this Class Notice be sent to you because, as a potential member of the Settlement Classes, you have a right to know about the proposed Settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and all related objections and appeals are favorably resolved, the Defendant will provide specific monetary and non-monetary relief to or for the benefit of the Settlement Classes, as described in detail in Section 3 of this Notice, and Sections 6.1.1 through 6.1.2 of the Settlement Agreement.

This Class Notice explains the Action, the Settlement, and your legal rights. The purpose of this Class Notice is to inform you of the Final Approval Hearing to be held by the Court to consider the fairness, reasonableness and adequacy of the proposed Settlement, and to consider the application of Class Counsel for their attorneys’ fees and reimbursement of litigation expenses as well as an application for Case Contribution Awards to the Named Plaintiffs.

The Final Approval Hearing will be held on **May 13, 2020 at 10:30 a.m.** before the Honorable Terry R. Means in the United States District Court for the Northern District of Texas, 501 W. 10th Street, Room 502, Fifth Floor, Fort Worth, Texas, to determine:

- (a) Whether the Settlement should be approved by the Court as fair, reasonable, and adequate;
- (b) Whether final judgment approving the Settlement Agreement should be entered;
- (c) Whether the Complaint should be dismissed with prejudice pursuant to the terms of the Settlement Agreement;
- (d) Whether each of the Pension Plan Settlement Class and the 401(k) Settlement Class should be certified as a mandatory non-opt-out class meeting the applicable requirements for a settlement class imposed by Federal Rule of Civil Procedure 23;
- (e) Whether the requirements of Federal Rule of Civil Procedure 23 and due process have been satisfied in connection with the distribution of the Class Notice to members of the Settlement Classes;

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- (f) Whether the requirements of the Class Action Fairness Act have been satisfied;
- (g) Whether Class Counsel adequately represented the Settlement Classes for purposes of entering into and implementing the Settlement Agreement;
- (h) Whether to award attorneys' fees and reimburse litigation expenses to Class Counsel who represent the Settlement Class Members and, if so, the amounts;
- (i) Whether to approve a Case Contribution Award to the Named Plaintiffs and, if so, the amount; and
- (j) Whether any case contribution award approved by the Court shall be paid out of the settlement consideration to the 401(k) Settlement Class.

The date and time of the Final Approval Hearing may change without further notice to the Settlement Classes. You should confirm the date and time on the Settlement website or the Court's PACER site mentioned above.

The issuance of this Class Notice is not an expression of the Court's opinion on the merits of any claim in the Action, and the Court still has to decide whether to approve or reject the Settlement. If the Court approves the Settlement, the Settlement provisions will become effective after all related appeals, if any, are favorably resolved. It is always uncertain whether such appeals can be favorably resolved, and resolving them can take time, perhaps more than a year.

## **2. How do I know whether I am part of the Settlement?**

The Court has certified the Action as a class action for settlement purposes only. There are two Settlement Classes, defined as:

**(i) The Pension Plan Settlement Class, consisting of all participants and former participants in the Acme Brick Company Pension Plan who were employed by Acme on October 4, 2014, together with their respective beneficiaries; and**

**(ii) The 401(k) Plan Settlement Class, consisting of all participants and former participants in the Acme Brick Company 401(k) Retirement and Savings Plan who contributed to an account with the 401(k) Plan at any time between January 1, 2010 and December 31, 2013, together with their respective beneficiaries. Excluded from the 401(k) Settlement Class are participants and former participants for whom the employer's matching contribution between January 1, 2010 and December 31, 2013, was established by a collective bargaining agreement**

## **3. What does the Settlement provide?**

The Settlement provides for the dismissal of the Action with prejudice and the release of all "Released Claims" against Defendant and related parties (the "Releasees," more particularly defined in the Settlement Agreement) by all members of the Settlement Classes. "Released Claims" means any and all actual or potential claims, actions, causes of action, demands, obligations, liabilities, attorneys' fees, expenses and costs, whether asserted or unasserted, whether known or unknown, that arise out of or are related to the allegations of the Complaint (including without limitation any

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contention that Defendant or Acme was prohibited from reducing, ceasing or freezing, or from causing the reduction, cessation or freeze of, the accrual of benefits under the Pension Plan or the employer matching of contributions under the 401(k) Plan) that were brought or that could have been brought as of the date of the Settlement Agreement by any member of the Settlement Classes, except that Released Claims are not intended to include the release of any of the following:

- i. Any rights or duties expressly arising out of the Settlement Agreement, including any express warranties and covenants in the Settlement Agreement;
- ii. Any claims made under the Plans for individual benefits.

In exchange, Defendant agrees to do the following:

(i) Cause Acme to adopt an amendment to the Pension Plan providing for the recalculation of accrued benefits for Pension Plan Settlement Class Members as follows: the accrued benefit of each Pension Plan Settlement Class Member shall be adjusted (but in no event reduced) so as to equal the benefit to which such Member would have been entitled had the effective date of the freeze of the Pension Plan benefit been July 15, 2017, resulting in an increase in value of accrued benefits of the Pension Plan Settlement Class of an estimated aggregate value of \$9.25 Million; provided that the accrued benefits of such Member will not be treated as having continued to accrue after the date of such Member's retirement or other termination of employment.

(ii) Cause Acme to distribute Seven Hundred Fifty Thousand Dollars (\$750,000), which will be allocated among the members of the 401(k) Settlement Class proportionately based on the employer match amounts made to the 401(k) Plan accounts of such Persons during 2010-2013. Class Counsel intends to request that the Court approve Case Contribution Awards in an aggregate amount of \$25,000 to Named Plaintiffs, to be paid from this award.

Class Counsel will apply to the Court for an award of attorneys' fees and out of pocket expenses. Berkshire Hathaway will cause the amount awarded to be paid pursuant to Section 6.1.4 of the Settlement Agreement.

The District Court has the sole discretion as to whether to award attorneys' fees, Case Contribution Awards, and reimbursement of expenses, and if so, in what amounts.

These payments, and the non-monetary terms of the Settlement, benefit the current participants in and beneficiaries of the Plans, including retirees, to the extent they meet the definition of the Members of the Pension Plan Settlement Class and/or the 401(k) Settlement Class described above. For more details see Sections 6.1.1 through 6.1.3 of the Settlement Agreement. You can access a copy of the Settlement Agreement through a link on Class Counsel's settlement web page: [www.kellersettlements.com](http://www.kellersettlements.com).

The above description of the Settlement is only a summary. The governing provisions are set forth in the Settlement Agreement, which may be obtained at [www.kellersettlements.com](http://www.kellersettlements.com).

#### **4. What is the Action about? What has happened so far?**

The Action was commenced on August 15, 2014 against Defendant and Acme. On August 5, 2015, the district court entered an order dismissing all claims asserted in the action. This dismissal

was appealed to the U.S. Fifth Circuit Court of Appeals. On appeal, the dismissal was reversed with respect to certain claims against Defendant, and remanded for further proceedings.

Plaintiffs filed an Amended Complaint in the Action on October 5, 2016. In the Amended Complaint, Plaintiffs allege that Defendant violated ERISA and the terms of (a) the Pension Plan, by causing Acme to freeze accruals of benefits under the Pension Plan as of October 1, 2014; and (b) the 401(k) Plan, by causing Acme to reduce the employer's matching percentage of contributions to the 401(k) Plan between 2010 and 2013.

On May 31, 2017, the district court entered an order denying Defendant's motion to dismiss the Amended Complaint. Discovery is underway in the Action, but has been stayed pending the Court's consideration of the Settlement.

Pursuant to Court order, in May, 2019, the Parties agreed on a mediator and, after preparing and exchanging extensive mediation statements, traveled to Los Angeles in July, 2019, for a day-long mediation session with an experienced mediator. The Parties also continued to work on settlement remotely, with the assistance of the mediator, and on October 10, 2019, after extensive discussions and exchange of drafts, reached an agreement in principle that was memorialized in a Term Sheet containing its essential terms. On October 30, 2019, at the Parties' joint request, the Court stayed all proceedings in the case until after it made a final determination whether to approve the Settlement. The Settlement is the product of extensive, arm's-length negotiations between Class Counsel and Defendants' Representatives, with the assistance of an experienced third-party mediator.

## **5. Why is this Action a class action?**

In a class action, one or more plaintiffs, called "named plaintiffs," sue on behalf of people who have similar claims. All of the individuals on whose behalf the Named Plaintiffs in this Action are suing are members of the Settlement Classes. The Court resolves the issues for all of the Settlement Classes. The Honorable Terry R. Means, United States District Judge, is presiding over this Action.

## **6. What rights am I giving up in the Settlement?**

If the Settlement is approved, the Court will enter a judgment. This judgment will fully, finally, and forever release, relinquish, and discharge any and all "Released Claims," which are defined in the Settlement Agreement as:

Any and all actual or potential claims, actions, causes of action, demands, obligations, liabilities, attorneys' fees, expenses and costs, whether asserted or unasserted, whether known or unknown, that arise out of or are related to the allegations of the Complaint (including without limitation any contention that Defendant or Acme was prohibited from reducing, ceasing or freezing, or from causing the reduction, cessation or freeze of, the accrual of benefits under the Pension Plan or the employer matching of contributions under the 401(k) Plan) that were brought or that could have been brought as of the date of the Settlement Agreement by any member of the Settlement Classes, except that Released Claims are not intended to include the release of any of the following:

- i. Any rights or duties expressly arising out of the Settlement Agreement, including any express warranties and covenants in the Settlement Agreement;
- ii. Any claims made under the Plans for individual benefits.

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## **7. Can I exclude myself from the Settlement?**

You do not have the right to exclude yourself from the Settlement. For settlement purposes, the Action was certified under Federal Rule of Civil Procedure 23(b)(1) and/or 23(b)(2) (non-opt-out class) because the Court determined the requirements of that rule were satisfied. Thus, it is not possible for any of the members of the Settlement Classes to exclude themselves from the Settlement. As a member of one of the Settlement Classes, you will be bound by any judgments or orders that are entered in the Action for all claims that were or could have been asserted in the Action against Defendant or are otherwise included in the release under the Settlement. The Court resolves the issues for all Settlement Class Members.

Although members of the Settlement Classes cannot opt-out of the Settlement, they can object to the Settlement and ask the Court not to approve the Settlement.

### **THE LAWYERS REPRESENTING YOU**

## **8. Do I have a lawyer in the case?**

The law firm of Keller Rohrback L.L.P. has been preliminarily appointed as Class Counsel by the Court to represent Named Plaintiffs and the Settlement Class (“Class Counsel”). You will *not* be charged directly by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

## **9. How will the lawyers be paid?**

On or before March 9, 2020, Class Counsel will apply for an award of attorneys’ fees and expenses. Berkshire Hathaway will cause the amount awarded to be paid pursuant to Section 6.1.4 of the Settlement Agreement.

Any payment of attorneys’ fees and expenses will not reduce the amount to be paid to or for the benefit of Settlement Class Members under the Settlement.

To date, Class Counsel has *not* received any payment for their services in prosecuting this Action on behalf of the Settlement Class, nor has Class Counsel been reimbursed for its out-of-pocket expenses. The Court will determine the actual amount of the award.

### **OBJECTING TO THE SETTLEMENT**

## **10. How do I tell the Court if I don’t like the Settlement?**

Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, to any term of the Settlement Agreement, to the application for payment of attorneys’ fees and expenses, or to the application for Case Contribution Awards for the Named Plaintiffs, must timely file his or her objection in writing no later than **April 13, 2020**. You can ask the Court to deny approval by filing an objection. You can’t ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payment will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval 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.

All written objections and supporting papers must: (1) clearly identify the case name and number “*Hunter v. Berkshire Hathaway Inc.*, No. 4:14-CV-663-Y;” (2) be filed with the clerk either in person or by mail to Clerk, United States District Court for the Northern District of Texas, 501 West 10th Street, Room 310, Fort Worth, TX 76102-3673, or by filing them in person at any location of the United States District Court for the Northern District of Texas; (3) be filed or postmarked on or before April 13, 2020; (4) set forth your full name, current address, and telephone number; (5) state whether the objection applies only to you, to a specific subset of the class, or to the entire class; (6) set forth a statement of the position you wish to assert, including, with specificity, the factual and legal grounds for the position; (7) set forth the names and a summary of testimony of any witnesses that you might want to call in connection with the objection; (8) provide copies of all documents that you wish to submit in support of the objection; (9) provide the name(s), address(es) and phone number(s) of any attorney(s) representing you; and (10) include your signature. If you hire an attorney to represent you for the purposes of making an objection, that attorney shall file a notice of appearance with the Clerk of the court and serve a copy of that Notice on counsel of record no later than **April 13, 2020**.

**Your written objection must be filed on or before April 13, 2020.**

**UNLESS OTHERWISE ORDERED BY THE COURT, ANY MEMBER OF THE SETTLEMENT CLASSES WHO DOES NOT OBJECT IN THE MANNER DESCRIBED HEREIN MAY BE DEEMED TO HAVE WAIVED ANY OBJECTION AND MAY BE FOREVER FORECLOSED FROM MAKING ANY OBJECTION TO THE PROPOSED SETTLEMENT AND THE APPLICATION FOR ATTORNEYS’ FEES AND EXPENSES AND A CASE CONTRIBUTION AWARD TO THE NAMED PLAINTIFFS.**

#### **THE COURT’S FINAL APPROVAL HEARING**

##### **11. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing on **May 13, 2020, at 10:30 a.m.**, at the United States District Court for Northern District of Texas, 501 West 10th Street, Room 502, Fort Worth, TX 76102-3673. The date and time of the Final Approval Hearing may change without further notice to the Settlement Class. You should confirm the date and time on the Settlement website or the Court’s PACER site mentioned above.

**IF YOU DO NOT WISH TO OBJECT TO THE PROPOSED SETTLEMENT OR THE APPLICATION FOR ATTORNEYS’ FEES AND EXPENSES AND CASE CONTRIBUTION AWARDS TO THE NAMED PLAINTIFFS, YOU NEED NOT ATTEND THE FINAL APPROVAL HEARING.**

At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the Final Approval Hearing, the Court will decide whether to approve or reject the Settlement. The Court will also rule on the motions for attorneys’ fees and expenses and Case Contribution Awards to the Named Plaintiffs. We do not know how long these decisions will take.

Questions? Call toll-free (888) 684-6562 or visit [www.kellersettlements.com](http://www.kellersettlements.com).

**Please do not contact the Court. Court personnel will not be able to answer your questions**

**12. Do I have to come to the Final Approval Hearing?**

Class Counsel will answer questions Judge Means may have. You are welcome to come at your own expense. If you send a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. As long as you filed your written objection on time, your objection will be before the Court when the Court considers whether to approve the Settlement as fair, reasonable and adequate. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

**13. May I appear at the Final Approval Hearing?**

If you are a Settlement Class Member and you have filed a timely written objection, you may appear at the Final Approval Hearing. To do so, you must send a letter or other paper called a “Notice of Intention to Appear at Final Approval Hearing in *Hunter v. Berkshire Hathaway Inc.*, No. 4:14-cv-663-Y.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be filed with the Clerk of the Court and **postmarked no later than April 13, 2020. Any objector who does not timely file a notice of intention to appear shall not be permitted to appear at the final approval hearing except for good cause shown.**

The date and time of the Final Approval Hearing may change without further notice to the Settlement Class. You should confirm the date and time on the Settlement website or the Court’s PACER site mentioned above.

**IF YOU DO NOTHING**

**14. What happens if I do nothing at all?**

If you do nothing and you are a Settlement Class Member, you will participate in the Settlement as described above in this Class Notice. If the Settlement is approved, you will be bound by the terms of the Settlement.

**GETTING MORE INFORMATION**

**15. How do I get more information?**

This Class Notice summarizes the proposed Settlement. Full details of the Settlement are set forth in the Settlement Agreement, which may be obtained, as explained at the outset of this Notice, on Class Counsel’s website [www.kellersettlements.com](http://www.kellersettlements.com), by phone call or email to Class Counsel, from the Court’s PACER website, or in person at the Clerk’s office in Fort Worth. You may also obtain a paper copy of the Settlement Agreement by making a written request to Class Counsel:

Gary A. Gotto  
Christopher Graver  
KELLER ROHRBACK L.L.P.  
3101 North Central Ave., Suite 1400  
Phoenix, AZ 85012  
Fax: (602) 248-2822

DATED: February 24, 2020

By Order of the Court  
Hon. Terry R. Means  
United State District Judge  
Northern District of Texas

