

**OFFICIAL COURT-APPROVED LEGAL NOTICE**

*Benbow, et al. v. SmileDirectClub, LLC, et al.*  
Circuit Court of Cook County, Illinois, Case No. 2020CH07269

**If you received at least one text message between July 7, 2016 and February 4, 2021 from or on behalf of SmileDirectClub, LLC or SmileDirectClub, Inc., you could receive a cash payment from a class action lawsuit.**

A Court authorized this notice.  
You are not being sued. This is not a solicitation from a lawyer.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT THE CLAIM FORM BY JUNE 28, 2021</b>	The <b>only</b> way to receive a payment. By participating in the Settlement, you will be bound by the terms of the Settlement Agreement and will give up certain rights.
<b>REVOKE CONSENT</b>	You may revoke consent to receive future text messages and phone calls from or on behalf of SmileDirectClub, LLC and SmileDirectClub, Inc. by following the instructions in this link to submit a Revocation Request: <a href="http://www.sdcitcpasettlement.com">www.sdcitcpasettlement.com</a> . If you do not submit a Revocation Request, you are providing your prior express written consent to receive future recurring marketing text messages and phone calls from or on behalf of SmileDirectClub, LLC and SmileDirectClub, Inc.  Submitting this request will not exclude you from the Settlement. If you wish to exclude yourself from the Settlement, please see below.
<b>EXCLUDE YOURSELF BY MAY 4, 2021</b>	You will receive no payment, but you will retain any rights you currently have to bring a claim against SmileDirectClub, LLC and/or SmileDirectClub, Inc. about the issues in this case. Your request to exclude yourself must be postmarked by May 4, 2021.
<b>OBJECT BY MAY 4, 2021</b>	Write to the Court and explain why you do not like the Settlement. Your objection must be postmarked by May 4, 2021.
<b>ATTEND A HEARING ON MAY 19, 2021</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	You <b>will not</b> get a share of the Settlement benefits and will give up your rights to bring a claim against SmileDirectClub, LLC and/or SmileDirectClub, Inc. about the issues in this case. Unless you submit a Revocation Request, you will be consenting to receive text messages from SmileDirectClub, LLC and/or SmileDirectClub, Inc. going forward.

- A proposed Settlement has been reached in a class action lawsuit called *Benbow, et al. v. SmileDirectClub, LLC, et al.* The lawsuit alleges that text messages sent by SmileDirectClub, LLC and SmileDirectClub, Inc. (“Defendants”) violated the Telephone Consumer Protection Act (“TCPA”). Defendants maintain that they did not send unlawful text messages and the lawsuit is without merit. Defendants were prepared to vigorously defend all aspects of it.

- The Settlement Class includes all persons in the United States who received one or more text messages that may include advertising or telemarketing under the TCPA, from Defendants between July 7, 2016 and February 4, 2021.
- If the Court approves the Settlement, you may be eligible to receive a payment by submitting a Claim Form. Your payment amount will depend on how many Settlement Class Members submit Approved Claims, but is expected to be, and will be no more than, \$10. Each Settlement Class Member who submits an Approved Claim will receive the same amount of money from the Settlement.

**Please read this notice carefully.** Your legal rights are affected whether you act or don't act. These rights and options—and **the deadlines to exercise them**—are explained in this notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided only after any issues with the Settlement are resolved. Please be patient.

## BASIC INFORMATION

### 1. What is this notice?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.sdcitcpasettlement.com](http://www.sdcitcpasettlement.com), by contacting the Settlement Administrator at 1-844-917-2014, contacting Class Counsel at Frank S. Hedin, Hedin Hall LLP, 1395 Brickell Avenue, Suite 1140, Miami, FL 33131, or by accessing the Court docket in this case in person at the Clerk's office at the following address: Daley Center, 50 W. Washington St., Chicago, IL 60602.

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

### 2. What is a class action lawsuit?

In a class action, one or more "Representative Plaintiffs" sue on behalf of a group of people who have similar claims. In this case and under this Settlement, these people are together called a "Settlement Class" or "Settlement Class Members." In a class action, the court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class. After the parties reached an agreement to settle this case, the Court recognized it as a case that may be treated as a class action for settlement purposes only.

## THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

### 3. What is this lawsuit about?

The lawsuit alleges that the Defendants, SmileDirectClub, LLC and SmileDirectClub, Inc., sent marketing text messages to consumers in violation of the Telephone Consumer Protection Act, because these text messages were made using an automatic telephone dialing system without consumers' prior express written consent. Under the Telephone Consumer Protection Act ("TCPA"), a person is entitled to receive \$500 for a text message that was sent using an automated telephone dialing system without the person's prior express consent. If the person proves the calls were placed willfully in violation of the TCPA, the person is entitled to triple the amount awarded up to \$1,500.

Defendants deny the allegations and maintain that they have strong, meritorious defenses to the claims. The Settlement is not an admission of, and does not establish any, wrongdoing by Defendants.

More information about the complaint in the lawsuit can be found in the “Court Documents” section of the Settlement Website at [www.sdcitcpasettlement.com](http://www.sdcitcpasettlement.com).

#### **4. Why is there a Settlement?**

The Court has not decided whether the Representative Plaintiffs or Defendants should win this case. Instead, both sides agreed to a Settlement. The Representative Plaintiffs and their attorneys (“Class Counsel”) believe that the Settlement is in the best interests of the Settlement Class Members.

### **WHO’S INCLUDED IN THE SETTLEMENT?**

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

The Court decided that this Settlement includes all persons in the United States who received one or more text messages that may include advertising or telemarketing under the TCPA, from Defendants between July 7, 2016 and February 4, 2021.

The following are excluded from the Settlement Class: (1) any trial judge and other judicial officers that may preside over the Action; (2) the Mediator; (3) the Released Parties; (4) Plaintiffs’ Counsel; (5) any Settlement Class Member who has timely submitted a Request for Exclusion by the Opt-Out Deadline; and (6) any person or entity who has previously given a valid release of the claims asserted in the Action.

Everyone who fits this description, who is not excluded as per the above, is a member of the Settlement Class. If you received an e-mail about this class action, your phone number(s) may be one of the numbers that received a text message at issue in this case.

#### **6. What were the allegedly unsolicited text messages about?**

The text messages covered by this Settlement were allegedly sent by or on behalf of SmileDirectClub, LLC and/or SmileDirectClub, Inc. related to SmileDirectClub.

### **THE SETTLEMENT BENEFITS**

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

As part of the Settlement, SmileDirectClub, LLC, on behalf of Defendants, has agreed to make available a Settlement Cap of up to Eleven Million Five Hundred Thousand Dollars (\$11,500,000). The Settlement Cap will be used to pay the Aggregate Fees, Costs, and Expenses and Total Class Member Benefits Payout. The Settlement Cap, to the extent funded, will be funded solely by SmileDirectClub, LLC on behalf of Defendants. Defendants do not need to create a separate, segregated fund, and shall not be obligated to pay any monies until such times as set forth in this Agreement. Any monies from the Settlement Cap not paid in Aggregate Fees, Costs, and Expenses and Total Class Member Benefits Payout shall be retained by Defendants.

Under the Settlement Agreement, Settlement Class Members must request a payment by submitting a valid Claim Form (including by providing all of the information requested in the Claim Form) either by mail or online by the deadline to file claims. Further details are below.

The Settlement Agreement also provides Settlement Class Members the ability to make a Revocation Request to opt out of any future calls and text messages from or on behalf of Defendants. A valid Revocation Request will require that the Settlement Class Member provide, via the Claim Form or the dedicated online portal on the Settlement Website, his or her full name and telephone number(s) at which messages from Defendants have been received. A Revocation Request does not constitute an exclusion from or objection to the Settlement. The failure to submit a Revocation Request will provide prior express written consent to receive recurring marketing text messages and calls from or on behalf of Defendants.

## HOW TO GET BENEFITS

### 8. How do I make a claim?

The Settlement creates a claims process. You can get the Claim Form on this website, [www.sdcitcpasettlement.com](http://www.sdcitcpasettlement.com), or by calling 1-844-917-2014 to request that a Claim Form be mailed to you. The Claim Form may be submitted online or by U.S. Mail sent to *Benbow v. SmileDirectClub* Settlement Administrator, P.O. Box 43197, Providence, RI 02940-3197. If you submit a valid Claim Form and your claim is approved, you will receive a payment from the Settlement. Only one Claim Form may be submitted per person, and each person may receive only one payment.

The Claim Form requires you to provide your name, address, e-mail address, the telephone number(s) at which you received the text(s) from or on behalf of Defendants and your Claim ID or the telephone number at which you received one or more text messages from or on behalf of Defendants. You must sign the Claim Form to certify that you are a member of the Settlement Class.

*All Claim Forms must be properly completed and submitted online (or postmarked if mailed) by June 28, 2021.*

### 9. How do I submit a Revocation Request?

The Claim Form includes a fill-in field that Settlement Class Members may complete to submit a Revocation Request to opt out of receiving future text messages and phone calls from Defendants. The Settlement Website also includes a portal and instructions setting forth how to make a Revocation Request. For detailed instructions on how to submit a Revocation Request, follow the instructions at the following link: [www.sdcitcpasettlement.com](http://www.sdcitcpasettlement.com). A valid Revocation Request must be submitted through the aforementioned link and will require you to provide your full name and telephone number(s) at which messages from Defendants have been received. A Revocation Request does not constitute an exclusion from or objection to the Settlement.

The Settlement Website Revocation Request portal shall run through the end of the Claims Deadline, at which time the portal will close. Any Settlement Class Member who does not submit a Revocation Request (except for a Settlement Class Member who excludes himself or herself from the Settlement) agrees that they have provided prior express written consent to receive recurring marketing text messages and phone calls from Defendants, including via an automatic telephone dialing system or artificial or prerecorded voice, at the phone number(s) they initially provided to Defendants. Consent to receive text messages and calls is not a condition of purchase.

### 10. How much will payment be?

Your share of the Settlement is expected to be \$10 (and will be no more than \$10), but this could vary downward depending on the number of Approved Claims and other factors. If the total Aggregate Fees, Costs, and Expenses plus the Total Class Member Benefits Payout exceeds the Settlement Cap, Settlement Shares shall be reduced *pro rata* for all Settlement Class Members who submit an Approved Claim. Otherwise, you will receive \$10.

You may choose to receive your settlement payment either by paper check sent to your postal address, or by electronic means via PayPal or Amazon. Your settlement payment amount will be the same regardless of which method of payment you choose. Checks may be deposited into a bank account or cashed at a bank by the expiration date on the check (180 days after the issuance date stated on the check); after a check expires, it may no longer be deposited or cashed.

**11. When will I get my payment?**

The hearing to consider the final fairness of the Settlement is scheduled for May 19, 2021. If the Court approves the Settlement, and after any appeals process is completed, eligible Settlement Class Members whose claims were approved will be sent a check in the mail or receive funds electronically deposited into their PayPal or Amazon account. If final approval of the Settlement is granted, payments will be issued within sixty (60) days after the Effective Date or sixty (60) days after the Claims Deadline (whichever is later). Please be patient.

**THE LAWYERS REPRESENTING YOU**

**12. Do I have a lawyer in this case?**

Yes, the Court has appointed the law firms of Hedin Hall LLP and Bursor & Fisher, P.A. as the attorneys to represent you and other Settlement Class Members. These attorneys are called “Class Counsel.” Contact information for Class Counsel is as follows:

Hedin Hall LLP  
1395 Brickell Ave., Ste. 1140  
Miami, FL 33131  
fhedin@hedinhall.com

Bursor & Fisher, P.A.  
888 Seventh Ave.  
New York, NY 10019  
info@bursor.com

In addition, the Court appointed plaintiffs Stacey Benbow, Teresa Herbert, Dennis Philip, Dawaun Lucas, David Dominguez Hooper, Mete Tasin, and Reejaunte Smith to serve as the Representative Plaintiffs. They are Settlement Class Members like you.

**13. Should I get my own lawyer?**

You do not need to hire your own lawyer. Class Counsel is working on your behalf. However, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask your lawyer to appear in Court for you, at your own expense, if you want someone other than Class Counsel to represent you.

**14. How will the lawyers be paid?**

Class Counsel will ask the Court for attorneys' fees, costs, and expenses, totaling up to 32.7% of the Settlement Cap and will also request a service award of up to \$2,500 for each for the Representative Plaintiffs. The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel, and the proper amount of any award to the Representative Plaintiffs. The Court may award less than the amounts requested by Class Counsel and the Representative Plaintiffs.

Class Counsel will file with the Court and post on the Settlement Website its request for attorneys' fees, costs and expenses, and incentive awards by April 13, 2021.

## YOUR RIGHTS AND OPTIONS

### 15. What happens if I do nothing?

If you do nothing, you will receive no payment under the Settlement, you will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court. Also, unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against the Defendants for the claims being resolved by this Settlement. Finally, unless you exclude yourself or submit a Revocation Request, you are consenting to receive recurring marketing text messages and phone calls from the Defendants.

### 16. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you cannot claim any money or receive any benefits as a result of the Settlement. You will keep your right to bring your own separate lawsuit against the Defendants for the claims resolved in this Settlement. You will not be legally bound by the Court's judgments related to the Settlement Class in this class action. Additionally, Settlement Class Members who exclude themselves from the Settlement will not be deemed to have provided prior express written consent to receive recurring marketing text messages and calls from or on behalf of Defendants, even if the excluded Settlement Class Member does not submit a Revocation Request.

### 17. How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must send a letter clearly stating that you want to be excluded from the Settlement in *Benbow, et al. v. SmileDirectClub, LLC, et al.*, No. 2020CH07269. Your letter must also include your name, address, your current phone number, and the phone number(s) that you contend you received the text message(s) on, and your signature. You must mail your exclusion request postmarked no later than May 4, 2021 to:

*Benbow v. SmileDirectClub* Settlement Administrator  
P.O. Box 43197  
Providence, RI 02940-3197

### 18. If I don't exclude myself, can I sue the Defendants for the same thing later?

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

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

No. If you exclude yourself, you may not submit a Claim Form to ask for a payment.

## 20. How do I object to the Settlement?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not like any part of it. You must give reasons why you think the Court should deny approval by filing an objection. You cannot ask the Court to order a larger or different settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement payments will be sent out, and the Lawsuit will continue. If that is what you want to happen, you must object in writing. The Court will consider your views. Your objection and supporting papers must follow the requirements as set forth in the Settlement Agreement and Preliminary Approval Order, and include:

1. A caption or title that identifies it as “Objection to Class Settlement in *Benbow, et al. v. SmileDirectClub, LLC, et al.*, No. 2020CH07269”;
2. Your full name, address, and telephone number;
3. The name, address, and telephone number of any attorney representing you with respect to the objection;
4. A statement of whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class;
5. The specific factual basis and legal grounds for the objection, including any documents sufficient to establish the basis for your standing as a Settlement Class Member, including the date(s) and phone number(s) at which you received the text message(s) covered by this Settlement; and
6. The case name, case number, and court for any prior class action lawsuit in which you and your attorney (if applicable) have objected to a proposed class action settlement.

Your written objection must be signed and dated and postmarked no later than May 4, 2021. You must mail your objection to the Court, Class Counsel, and Defense Counsel to the following addresses:

### **The Court**

Daley Center  
50 W. Washington St.  
Rm. 2508  
Chicago, IL 60602

### **Class Counsel**

Frank S. Hedin  
Hedin Hall LLP  
1395 Brickell Ave., Ste. 1140  
Miami, FL 33131

### **Defense Counsel**

David S. Almeida  
Benesch Friedlander Coplan & Aronoff LLP  
71 South Wacker Dr., Ste. 1600  
Chicago, IL 60606

If, in addition to submitting a written objection to the Settlement, you wish to appear and be heard at the Fairness Hearing on the fairness of the Settlement, you must file by May 4, 2021 a notice of intention to appear with the Court and list the name, address, and telephone number of the attorney, if any, who will appear on your behalf.

## 21. What’s the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class (i.e., you do not exclude yourself from the Settlement). Excluding yourself from the Settlement Class is telling the Court that you do not want to be part of the Settlement Class. If you

exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

### 22. When and where will the Court hold a hearing on the fairness of the Settlement?

A Fairness Hearing has been set for May 19, 2021 before the Honorable Raymond W. Mitchell at the Circuit Court of Cook County, Illinois, Daley Center, 50 W. Washington St., Rm. 2508, Chicago, IL 60602. At the hearing, the Court will hear any objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees, costs and expenses, and the incentive awards to the Representative Plaintiffs. **Note:** The date and time of the Fairness Hearing are subject to change by Court Order, but any changes will be posted at the Settlement Website, [www.sdcitcpsettlement.com](http://www.sdcitcpsettlement.com).

### 23. 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, you do not have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement Agreement, the Court will consider it. You may also pay another lawyer to attend, but you do not have to. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement by asking to speak about your objection, filed by following the instructions above in section 20.

## GETTING MORE INFORMATION

### 24. Where can I get additional information?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.sdcitcpsettlement.com](http://www.sdcitcpsettlement.com), by contacting the Settlement Administrator at 1-844-917-2014, by contacting Class Counsel at Hedin Hall LLP, 1395 Brickell Avenue, Suite 1140, Miami, FL 33131, or Bursor & Fisher, P.A., 888 Seventh Avenue, New York, NY 10019, or by accessing the Court docket in this case in person at the Clerk's office at Daley Center, 50 W. Washington St., Chicago, IL 60602.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**