STATE OF RHODE ISLAND **PROVIDENCE, SC.**	**SUPERIOR COURT**
RHODE ISLAND PUBLIC EMPLOYEES' RETIREE COALITION, et al., ***Plaintiffs,*** **vs.** **GINA RAIMONDO, et al.,** ***Defendants.***	**C.A. No. PC 15- 1468**

MEMORANDUM IN SUPPORT OF JOINT MOTION TO APPROVE CLASS SETTLEMENT AND TO ESTABLISH PROCEDURES FOR NOTICE

Pursuant to Rhode Island Rule of Civil Procedure 23 ("Rule 23"), the Plaintiffs, Rhode Island Public Employees' Retiree Coalition, et al., Defendants Governor Raimondo, in her capacity as Governor of the State of Rhode Island, Seth Magaziner, in his capacity as General Treasurer of the State of Rhode Island, and the Employees' Retirement System of The State Of Rhode Island ("ERSRI"), by and through the Rhode Island Retirement Board, by and through Seth Magaziner, in his capacity as Chairman of the Retirement Board, and Frank J. Karpinski, in his capacity as Secretary of the Retirement Board (hereinafter, collectively referred to as the "State Defendants") and the Defendants Town of Barrington, et al. ("Municipal Defendants") (collectively, the "Parties") by and through their undersigned counsel, hereby file this Joint Motion (the "Motion") to approve a proposed class action settlement ("Proposed Settlement") and to establish procedures for notice to the proposed Plaintiff and Defendant Classes.

As set forth more fully below, the Proposed Settlement is the result of good-faith negotiations between the Parties and is fair, reasonable, and adequate to resolve the claims in this litigation and will avoid the expense and risks for the Parties that would likely accompany a trial on this matter. The terms of the Proposed Settlement will lessen the impact of the challenged

enactments on affected public employees, while also allowing the State and municipalities to create a more sustainable retirement system for public employees.

Furthermore, the notice procedures proposed by the Parties will provide sufficient information concerning the Proposed Settlement to Class Members and will ensure sufficient time for Class Members to consider and exercise legal rights. For the reasons that follow, the Court should grant the Parties' Motion and approve the Proposed Settlement and proposed notice procedures.

I. INTRODUCTION AND BACKGROUND.

A. Procedural History of the "Pension Cases."

In 2010, labor organizations representing state employees and teachers (including Plaintiffs Council 94 and NEARI) filed suit challenging pension changes that reduced retirement benefits of vested state employees and public school teachers enacted in 2009 (P.L. 2009, ch. 68, art. 7, "the 2009 Act") and 2010 (P.L. 2010, ch. 23, art. 16, "the 2010 Act") (PC 10-2859). In November 2011, the General Assembly enacted Public Law 2011, chapters 408 and 409, otherwise known as the Rhode Island Retirement Security Act of 2011 ("RIRSA"), an act that suspends and reduces retirement benefits of both vested and retired Rhode Island public employees. In June and July 2012, five actions were filed challenging RIRSA. All six actions asked that this Court declare RIRSA or the 2009 and 2010 Acts unconstitutional, under the Rhode Island Uniform Declaratory Judgments Act ("UDJA"), G.L. 1956 § 9-30-1 et seq., and alleged violations of the Contract Clause, Takings Clause, and Due Process Clause of the Rhode Island Constitution.

Shortly thereafter, all of the then-existing pension cases were consolidated for purposes of discovery. In the fall of 2012, the State Defendants moved to dismiss the five actions challenging RIRSA pursuant to Rule 12(b)(6) and/or filed motions for more definite statements. Those

motions were heard by the Court in December 2012. In or about January 2013, the parties began participating in court-ordered mediation with the Federal Mediation and Conciliation Service ("FMCS"). In February 2014, after approximately thirteen months of mediation with FMCS, the plaintiffs in the pension cases (excluding the municipalities) announced a settlement. One group disapproved the settlement, and thus, the parties were required to return to litigation in about May 2014.

In 2014, three additional pension cases were filed, two by the Cranston Police and Cranston Firefighters who were originally parties to PC 12-3169 and PC 12-3579, respectively, and one new action filed in Kent County by approximately 200 individual retirees (the "Clifford" case).[1]

Between May 2014 and February 2015, various pre-trial motions were briefed and argued before the Court including motions to join indispensable parties, motions for a jury trial, a motion to consolidate all pension cases for trial, motions in limine regarding the appropriate burden of proof at trial, and more than ten different summary judgment motions. During this time period, the Court ordered the joinder of various municipal entities with whom any plaintiff claimed a contract right arising from a collective bargaining agreement ("CBA"). The result was the addition of more than 50 different municipal entities to the litigation. In December 2014, the Court granted the State Defendants' motion for a jury trial in all pension cases. In February 2015, the Court ordered that the cases would be consolidated for a single trial.

Dispositive motions were heard on March 26 and April 2. To date, no decisions have been issued with the exception of the granting of one of the State Defendants' motions concerning the Clifford Plaintiffs' conversion claim.

[1] This Motion is not filed on behalf of Plaintiffs in PC 12-3169, either of the Cranston cases, or in Clifford.

In March 2015, the Parties, including many of the municipal entities, revisited settlement negotiations and reached the instant Proposed Settlement which has since been approved by the majority of members represented by the Plaintiff groups in PC 10-2859, PC 12-3166, PC 12-3167, PC 12-3168 and PC 12-3579, including Plaintiffs Council 94 and NEARI.

Accordingly, the Parties have filed this Motion to obtain approval of the Proposed Settlement and notice procedures.

B. The Proposed Settlement.

The Parties have reached a Proposed Settlement in the five pension cases at issue in this action which includes the negotiated terms ("Terms of the Settlement"), the draft legislation ("Proposed Legislation") necessary to implement the Terms of the Settlement, and the proposed form of Final Judgment to be entered in this action. A copy of the Settlement Agreement and supporting documents, which include the Terms of the Settlement, is attached hereto as Exhibit 1.

II. THE PROPOSED SETTLEMENT SHOULD BE GIVEN PRELIMINARY APPROVAL.

A. The Standard for Preliminary Approval.

Settlement of a class action requires court approval. Pursuant to Rhode Island Rule of Civil Procedure 23(e), "A class action shall not be dismissed or compromised without the approval of the court * * *." Although neither the text of Rule 23 nor Rhode Island case law delineates the specific standard for evaluating a settlement, federal courts require that a settlement be "fair, adequate, and reasonable." City of Bangor v. Citizens Comms Co., 532 F.3d 70, 93 (1st Cir. 2008) (discussing standard for approving consent decree to settle class action); see also R.I. Depositors Economic Protection Corp. v. Brown, 661 A.2d 969, 970 (R.I. 1995) (upholding trial court's conclusion that settlement was "fair and reasonable"). A court's power to review a settlement is subject to limitations. Even though it has discretion to either accept or reject a proposed settlement,

the court may not alter its terms. See Evans v. Jeff D., 475 U.S. 717, 726-27, 106, S. Ct. 131, 89 L.Ed.2d 747 (1986); Hanlon v. Chrysler Corp., 150 F.3d 1011, 1026 (9th Cir. 1998) (stating that, without exception, a "settlement must stand or fall in its entirety"). The discretion of the Court to approve a settlement is further "restrained by the clear policy in favor of encouraging settlements" so as to facilitate efficient resolutions of controversies and promote judicial economy. Durrett v. Housing Authority of the City of Providence, 896 F.2d 600, 600-04 (1st Cir. 1990); In re: Gen. Motors Corp., Pick-Up Truck Fuel Tank Prods. Liab. Litig., 55 F.3d 768, 784 (3d Cir. 1995).

"A proposed settlement of a class action may be given preliminary approval 'where it is the result of serious, informed, and non-collusive negotiations, where there are no grounds to doubt its fairness and no other obvious deficiencies (such as unduly preferential treatment of class representatives or of segments of the class, or excessive compensation for attorneys), and where the settlement appears to fall within the range of possible approval.'" Trombley v. Bank of America Corp., 2011 WL 3273930, at 5 (D.R.I. 2011), subsequent determination, 2011 WL 3740488 (D.R.I. 2011) (quoting Passafiume v. NRA Group, LLC, 274 F.R.D. 424, 431 (E.D. N.Y. 2010) (internal quotation marks omitted); cf. In re Vitamins Antitrust Litigation, 1999 WL 1335318, at *5 (D.D.C. 1999) (preliminary approval of a proposed class settlement is warranted where it is found to be "neither illegal nor collusive and is within the range of possible approval."). "The preliminary approval decision is not a commitment to approve the final settlement; rather, it is a determination that there are no obvious deficiencies and the settlement falls within the range of reason." Gates v. Rohm & Haas Co., 248 F.R.D. 434, 438 (E.D. Pa. 2008) (internal quotations and citation omitted); see also Davis v. Central Vermont Public Service Corp., 2012 WL 1202135 (D. Vt. 2012) (preliminary approval of a class action settlement, in contrast to final approval, is at

most a determination that there is what might be termed probable cause to submit the proposal to class members and hold a full-scale hearing as to its fairness).

Accordingly, preliminary approval does not require a court to reach any ultimate conclusions on the issues of fact and law that underlie the merits of the dispute. See Detroit v. Grinnel Corp., 495 F.2d 448, 456 (2d Cir. 1974). Instead, "[t]his analysis often focuses on whether the settlement is the product of arm's-length negotiations." Curiale v. Lenox Grp. Inc., No. 07-1432, 2008 WL 4899474, *4 (E.D. Pa. Nov. 14, 2008).

In a court's evaluation of a proposed settlement, the "professional judgment of counsel involved in the litigation is entitled to great weight." Fisher Bros. v. Phelps Dodge Indus., Inc., 604 F. Supp. 446, 452 (E.D. Pa. 1985); see also Varacallo v. Mass Mut. Life Ins. Co., 226 F.R.D. 207, 240 (D.N.J. 2005) ("Class Counsel's approval of the Settlement also weighs in favor of the Settlement's fairness."). Other factors to consider are whether there was sufficient discovery and information concerning the reaction of the class. See Curiale, 2008 WL 4899474, at *10 (citing In re Linerboard Antitrust Litig., 292 F. Supp. 2d 631, 638 (E.D. Pa. 2003)).

A hearing is neither necessary nor required under Fed. R. Civ. P. 23(e) at the preliminary approval stage. As explained in the MANUAL FOR COMPLEX LITIGATION, § 21.632 at 382 (4th ed. 2005) (the "Manual"), "[i]n some cases, this initial evaluation can be made on the basis of information already known, supplemented as necessary by briefs, motions, or informal presentations by parties." See also Curiale, 2008 WL 4899474 (court granting preliminary approval without hearing).

B. Preliminary Approval is Appropriate under the Present Facts and Circumstances.

1. The Proposed Settlement is the Product of Serious, Informed, Arm's-Length Negotiations.

Whether a settlement arises from arm's-length negotiations is a key factor in deciding

whether to grant preliminary approval. If a court finds that a settlement is the result of good-faith, serious, arm's-length negotiations, the settlement is entitled to a presumption of fairness because such negotiations guard against any "obvious deficiencies" in a settlement. Hughes v. In Motion Entm't., No. 07-CV-1299, 2008 WL 3889725, *3 (W.D. Pa. Aug. 19, 2008).

It is undisputed that the first round of settlement negotiations in this case lasted for approximately thirteen months. Participants included all plaintiffs in the first six pension cases on behalf of thousands of their members and the State Defendants. The process was overseen and administered by three, experienced government mediators from FMCS. Months of protracted mediation lead to a tentative agreement in early 2014. The parties negotiated a settlement which was contingent upon membership approval. The settlement was unsuccessful due to the rejection by a small group of employees not part of the current settlement.

Although the first settlement which concluded in about May 2014 was not successful, discussions resumed at the beginning of March with the help of the Court-Appointed Special Master retired Chief Justice Frank J. Williams ("Special Master"). The second round of negotiations allowed the parties to reach additional enhanced terms with the assistance of the Special Master. Significantly, the instant Proposed Settlement has already been approved by the majority of plaintiff unions and retiree organizations representing the interests of their members in the pension cases.

2. The Advanced Stage of the Underlying Dispute Supports Preliminary Approval.

In addition to the many months spent working toward resolution, the Parties have devoted significant time and resources to pre-trial motion practice. The Parties have briefed and argued motions to dismiss, motions for more definite statement, motions relating to indispensable parties, motions for a jury trial, a motion to consolidate and ten or more summary judgment motions. Many

hundreds of hours have been devoted to researching the issues in this case, involving dozens of experienced members of the Bar.

While fact discovery only began in earnest in the fall of 2014, as expected in a case with a myriad of complex issues, a massive amount of discovery involving a variety of issues was produced in this case. The State Defendants produced over four million pages of documents in various formats. The State Defendants and the plaintiffs retained and consulted with experts throughout the litigation and settlement discussions. Depositions were noticed and about to take place at the time settlement in this matter was ultimately reached. Class Counsel are positioned to make a well-informed assessment of the substantial benefits associated with settlement – as well as the probability of a successful outcome for their proposed Class Members.

3. The Proponents of the Settlement are Represented by Class Counsel Experienced in Litigation Involving Constitutional Challenges to Changes in Public Employee Benefits and/or Municipal Interests.

Class Counsel assert that this is a fair settlement and in the best interests of the Classes. In approving class action settlements, courts have repeatedly and explicitly deferred to the judgment of experienced counsel who have engaged in arm's-length negotiations. See Collier v. Montgomery Cnty. Housing Auth., 192 F.R.D. 176, 186 (E.D. Pa. 2000) ("the court will give due regard to the advice of the experienced counsel in this case who recommend the settlement who have negotiated this settlement at arm's-length and in good faith"); Austin v. Pa. Dep't of Corr., 876 F. Supp. 1437, 1472 (E.D. Pa. 1995) (stating that significant weight should be attributed "to the belief of experienced counsel that settlement is in the best interest of the class"). The presumption in favor of such settlements reflects the understanding that vigorous, skilled negotiation protects against collusion and advances the fairness interests of Rule 23(e).

Plaintiffs' Class Counsel have substantial experience in cases involving constitutional

challenges to changes in public employee benefits and this experience should be given weight in making a determination of preliminary approval. See Plaintiffs' Memorandum in Support of Class Certification. The proposed Plaintiffs Class Counsel have demonstrated throughout this litigation that they understand not only constitutional law, but this particular area of public pension law, and have represented their client's interests in this case with vigor and commitment.

Similarly, the proposed Defendants' Class Counsel have significant experience representing municipal entities in all types of litigation, including cases dealing with employee rights and benefits. The significant number of years of experience of Defendants' Class Counsel lends credibility to the Proposed Settlement from a municipal entity and/or employer perspective.

Both proposed Plaintiffs' and Defendants' Class Counsel have actively participated in the litigation and have recommended this Proposed Settlement to their clients based on their experience.

4. The Proposed Settlement is Within the Range of Possible Approval.

The settlement falls within the range of settlements that could be worthy of final approval as fair, reasonable, and adequate. See, e.g., In re Hewlett-Packard Company Shareholder Derivative Litigation, 2015 WL 1153864, *4 (N.D. Cal. 2015) (citing Fed. R. Civ. P. 23(e)). Whether a settlement is granted *final* approval is ultimately determined at the final fairness stage. At the *preliminary* approval stage, by contrast, courts simply determine if the settlement as proposed merits an initial presumption of fairness." Id. Here, the Proposed Settlement is in the best interest of the Classes. In its ruling on the various pre-trial motions discussed supra the Court has provided the parties with guidance useful to their evaluation of the likelihood of success in this litigation, which is informative of the range of potential outcomes. See, e.g., In re MetLife Demutualization Litig., 689 F.Supp.2d 297, 334 (E.D.N.Y. 2010) (where "critical evidentiary

rulings on the parties' motions in limine in the weeks before trial in this action served to clarify the parties' relative likelihood of success," settlement discussions were well-informed and approval was granted). The Proposed Settlement, if finally approved, will provide the proposed Plaintiff Class Members with retirement terms and benefits that represent improvements from the challenged legislation. For the Defendant Class Members, the Proposed Settlement will eliminate the risk that an adverse court decision will take away the substantial savings the municipal entities received under RIRSA. Further, extending the amortization schedule to 25 years for employers participating in MERS, or the municipal portion of the teacher pension, will ameliorate the immediate financial impact to the members of the Defendant Class.

The Proposed Settlement will free both the Plaintiff and Defendant Class Members from the uncertainties, delay and expense of continued litigation. In sum, compared to the significant and enduring risk of litigation to final resolution, the certain immediate receipt of the enhancements and benefits contained within the Proposed Settlement establishes an initial presumption that the settlement is "fair, adequate, and reasonable." In re Hewlett-Packard Company Shareholder Derivative Litigation, 2015 WL 1153864, *4.

Based on the foregoing discussion, it is apparent that the facts and circumstances of the Proposed Settlement warrant preliminary approval.

III. NOTICE PROCEDURES.

Pursuant to Rule 23 and relevant case law, the Parties propose the following notice procedures. In the event the proposed classes are certified by the Court, the Parties propose two notices – one each to the Plaintiff Class Members and the Defendant Class Members. See Exhibit 2, Proposed Plaintiff Class Notice; Exhibit 3, Proposed Defendant Class Notice. Both notices will include notice of: (1) the order certifying the classes; (2) the settlement terms; (3) the impact of

the settlement on the Class; and (4) the date by which Class Members may file a written objection to the settlement and/or request to be heard at the Fairness Hearing.

"The notice provisions of Rule 23, which are meant to protect the due process rights of absent class members, set forth 'different notice requirements to different kinds of cases and even to different phases of the same case.' Battle v. Liberty Nat'l Life Ins. Co., 770 F. Supp. 1499, 1515 (N.D. Ala. 1991), aff'd, 974 F.2d 1279 (11th Cir. 1992). The rule itself does not require notice in Rule 23(b)(1) and (b)(2) class actions. See Fed. R. Civ. P. 23(c)(2)(A)-(B). Instead, in these 'mandatory' class actions, Rule 23 allows courts to exercise their discretion to provide appropriate notice 'to protect class members and fairly conduct the action.' Fed. R. Civ. P. 23(c)(2)(A), (d)(1)(B); see also 3 William B. Rubenstein et al., Newberg on Class Actions § 8:5 (4th ed. 2011) ("[T]he court may make appropriate orders requiring notice to some or all of the members regarding the pendency of the class, proposed judgment or settlement, soliciting input on the adequacy of class representation, opportunity to intervene or present claims or defenses, and the like."). 'Regardless of the category under which a class suit may be or potentially may be certified, however, Rule 23(e) requires that absent class members be informed when the lawsuit is in the process of being voluntarily dismissed or compromised.' Id. § 8:17; see Fed. R. Civ. P. 23(e)(1)." Juris v. Inamed Corp., 685 F.3d 1294, 1317 (11th Cir. 2012).

> "[W]here due process calls for absent members of a mandatory class to receive notice, it does not *automatically* require that the notice match that in a 23(b)(3) class action. That is, something less than 'the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort,' may suffice. Fed. R. Civ. P. 23(c)(2)(B); see also 3 William B. Rubenstein et al., Newberg on Class Actions § 8:13 (4th ed. 2011) ("As a rule, class certification notice, even if held to be required in a Rule 23(b)(1) * * * class suit by * * * due process, will invariably mean significant cost savings by means of published or other general notice, compared to the corresponding but stricter requirements of individual Rule 23(c)(2)

> notice to members of classes certified only under Rule 23(b)(3)."); Johnson v. Gen. Motors Corp., 598 F.2d 432, 438 (5th Cir. 1979) (holding that individual monetary claims in a 23(b)(2) class cannot be barred where absent class members received no notice, but stating that "[i]t will not always be necessary for the notice in such cases to be equivalent to that required in (b)(3) actions")." Id. at 1320-21 (emphasis in original).

In this case, the proposed notices exceed the requirements of Rule 23. In particular, the Parties propose that the notices to the Plaintiff and Defendant Classes provide information about the terms of the Proposed Settlement, an overview of the issues and possible outcomes of the litigation, as well as a summary of the impact of a favorable or an adverse judgment.

The Parties propose that May 15, 2015 be established as the deadline for the filing of any objections to the Proposed Settlement and/or requests for the right to be heard in person at the Fairness Hearing. Thus, the notices will also include information about the right to object, and/or be heard in person, the procedures for exercising these rights, and the date, time and place of Fairness Hearing.

The Parties propose that the notices be mailed, postage prepaid, to the Class Members at their last known address, by April 20, 2015, and that the notices be published in the Providence Journal, on or before April 27, 2015. Additionally, information about the Proposed Settlement, including a copy of the notices will be posted online at the Employees' Retirement System of Rhode Island website: http://content.ersri.org/settlement/.

IV. CONCLUSION.

For the foregoing reasons, the Parties respectfully request that the Court enter an order granting preliminary approval of the Proposed Settlement and approving the proposed form and manner of notices to the proposed Plaintiff and Defendant Classes. The Parties also request that the Court direct that the notices to the proposed Classes be disseminated in the manners described

herein, including establishing a deadline within which Class Members may file objections to the Proposed Settlement and request to be heard at a Fairness Hearing and setting the schedule for completion of all settlement procedures including the scheduling of the Fairness Hearing.

Plaintiffs RIPERC, RIAFT/R, Boudreau, Connolly, and Schnell,
By their Attorneys,

/s/ Carly Beauvais Iafrate

Carly Beauvais Iafrate, #6343
129 Dyer Street
Providence, RI 02903
(401) 421-0065
(401) 421-0964 (fax)
ciafrate@verizon.net

/s/ Maame Gyamfi

Maame Gyamfi, Esq., *Pro Hac Vice Pending*
AARP Foundation Litigation
601 E. Street NW
Washington, DC 20049
(202) 434-2151
mgyamfi@aarp.org

Defendant, Employees' Retirement System of R.I.,
By its Attorneys,

/s/ John A. Tarantino

John A. Tarantino, #2586
jtarantino@apslaw.com
Patricia K. Rocha, #2793
procha@apslaw.com
Joseph Avanzato, #4774
javanzato@apslaw.com
Nicole J. Benjamin, #7540
nbenjamin@apslaw.com
Adler, Pollock & Sheehan, PC
One Citizens Plaza, 8th Fl.
Providence, RI 02903
(401) 274-7200
(401) 351-4607 (fax)

Plaintiffs RISAFF, Furtado & James,
By their Attorneys,

/s/ Joseph F. Penza, Jr.

Joseph F. Penza, Jr. #0607
Olenn & Penza, LLP
530 Greenwich Avenue
Warwick, RI 02886
(401) 737-3700
jfp@olenn-penza.com

/s/ Douglas L. Steele

Douglas L. Steele, Esq., *Pro Hac Vice*
Woodley & McGillivary
1101 Vermont Ave., NW, Suite 1000

Defendant, Gina Raimondo & Seth Magaziner,
By their Attorneys,

/s Rebecca T. Partington

Rebecca T. Partington, #3890
rpartington@riag.ri.gov
Kelly A. McElroy, #5879
kmcelroy@riag.ri.gov
RHODE ISLAND DEPARTMENT OF THE ATTORNEY GENERAL
150 South Main Street
Providence, RI 02903
(401) 274-4400
(401) 222-3016 (fax)

Defendants, Towns of South Kingstown, Middletown &

Washington, DC 20814
(202) 833-8855
dls@wmlaborlaw.com

Plaintiffs R.I. Council 94, NEARI,
Lavery, McDonald, Kane & Mullen,
By their Attorney,

/s/ Lynette Labinger

Lynette Labinger, #1645
Roney & Labinger, LLP
344 Wickenden Street
Providence, RI 02903
(401) 421-9794
labinger@roney-labinger.com

Plaintiffs, R.I. Council 94, NEARI,
and Susan Verdon,
By their Attorney,

/s/ Thomas Landry

Thomas Landry, #6148
Krakow & Souris, LLOC
225 Friend Street
Boston, MA 02114
(617) 723-8440
tlandry@krakowsouris.com

Barrington,

/s/ Marc DeSisto

Marc DeSisto, #2757
DeSisto Law
211 Angell Street
Providence, RI 02906
(401) 272-4442
marc@desistolaw.com

/s/ Gerald J. Petros

Gerald J. Petros, #2931
Andrew S. Tugan, #9117
Hinckley, Allen & Snyder, LLP
50 Kennedy Plaza, Suite 1500
Providence, RI 02903
(401) 274-2000
(401) 277-9600 (fax)
gpetros@hinckleyallen.com
atugan@hinckleyallen.com

CERTIFICATION OF SERVICE

I hereby certify that, on the 13th day of April, 2015:

_X__ I filed and served this document through the electronic filing system on counsel of record in the above-captioned action. The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

_X__ I hereby certify that a copy of this document was also sent by e-mail to counsel of record.

/s/ Carly Beauvais Iafrate