

If You or Your Business Obtained Receptionist Services from Ruby Receptionists, Inc. (“Ruby”) between October 13, 2011, and May 31, 2018, You Could Be Eligible to Benefit from a Settlement of a Class Action Lawsuit.

The Federal District Court authorized this Notice. This is not a solicitation from a lawyer.

- Please read this notice carefully. Your legal rights may be affected whether or not you act.
- This Settlement (the “Settlement Agreement”) resolves a lawsuit concerning alleged breach of contracts by Ruby Receptionists, Inc. (“Ruby”) with its customers by its allegedly misleading billing practices relating to the calculation of “receptionist minutes” for calls it handled for customers in the case entitled *McKenzie Law Firm, P.A., et al. v. Ruby Receptionists, Inc., Civil Action No. 3:18-cv-01921-SI* (the “Lawsuit”).
- You may be eligible to receive a Voucher for Services provided by Ruby or its affiliates (“Ruby Voucher”) based on the Settlement of the Lawsuit.
- The Court has preliminarily approved the Settlement on behalf of the Settlement Class. The Court has not entered judgment on the merits and has not determined that there is any merit to Plaintiffs’ claims or that Ruby engaged in any wrongdoing. This notice is solely to advise you of the proposed Settlement of the Lawsuit and of your rights in connection with the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
IF YOU RECEIVED THIS NOTICE MAILED OR EMAILED SPECIFICALLY TO YOU, THEN NO CLAIM IS REQUIRED	If you received this notice via mail or email addressed specifically to you or to your business, you do <u>not</u> need to submit a Claim Form. This means that you or your business is on the Class List and you will automatically receive a Ruby Voucher from this Settlement if you are entitled to one.
IF YOU DID <i>NOT</i> RECEIVE THIS NOTICE ADDRESSED SPECIFICALLY TO YOU, THEN CONTACT SETTLEMENT ADMINISTRATOR BY JUNE 15, 2021	If you believe that you qualify as a Settlement Class Member and you did <u>not</u> receive this notice addressed specifically to you or to your business, then contact the Settlement Administrator. See Question 13 for specifics.
OBJECT BY JUNE 15, 2021	You can file an objection with the Court explaining why you disagree with the Settlement. See Question 19 for specifics.
ATTEND THE FAIRNESS HEARING ON JULY 8, 2021	Ask to speak in Court about the Settlement. See Questions 19 - 22.
EXCLUDE YOURSELF BY JUNE 15, 2021	The only option that allows you to exclude yourself from the Settlement and retain your rights to sue Ruby. See Questions 14 and 15 for specifics.

These rights and options – **and the deadlines to exercise them** – are explained in this notice. A copy of the Settlement is available online at www.RubyReceptionistsLitigation.com or by calling **1-800-972-7495**.

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BASIC INFORMATION

1. What is this Notice about?

This notice is to inform you about the Settlement that has been reached which may affect your rights, including your right to object to, or exclude yourself from the Settlement. You have the right to know about the Settlement and about your legal rights and options before the Court decides whether to approve the Settlement.

The Court in charge is the United States District Court for the District of Oregon (Portland Division). The case is called *McKenzie Law Firm, P.A., et al. v. Ruby Receptionists, Inc., Civil Action No. 3:18-cv-01921-SI* (the “Lawsuit”). The businesses that sued are called the Plaintiffs, and the company they sued are called the Defendant (see Question 6).

2. What is the Lawsuit about?

This Lawsuit seeks to recover damages on behalf of those persons or entities in the United States who obtained receptionist services from the Defendant, Ruby Receptionists, Inc., between October 13, 2011, and May 31, 2018, pursuant to its form “Service Agreements”. The Plaintiffs allege that Ruby breached its contracts by: (a) rounding up its billable receptionist time, (b) charging for time callers were placed on a preliminary hold until a receptionist could handle calls, (c) failing to make available all receptionists’ minutes contracted for and (d) neglecting to disclose these practices.

The Lawsuit alleges that “Class Members” (see Question 8 below) have suffered damages as a result of Ruby’s call calculation practices because (1) Class Members have been overcharged for overage receptionist time due to Ruby’s practice of rounding up call time as well as the inclusion of hold queue time within overage receptionist time, (2) Class Members have been prematurely charged for overage receptionist time that they would not have otherwise incurred because those overage calls would have been included within their monthly allotment, but for Ruby’s call calculation and billing methods, and (3) Class Members have been denied the full value of the allotment of receptionist time they contracted and paid for, but which was never made available to them due to Ruby’s call calculation and billing methods.

The Defendant, Ruby, denies that it did anything wrong and says that its contracts and policies are clear, that customers were informed of them, that contracts provide up to a certain number of minutes per month without rollover, that those minutes are calculated in rounded up 30-second increments and that minutes include queue hold time. Accordingly, Ruby does not believe that its customers have suffered damages as a result of the way it calculates customer calls. Despite Ruby’s position on the merits of the lawsuit, Ruby has determined that it is in its best interests to resolve this Lawsuit as a reasonable compromise and to avoid the costs and attendant risks of continued litigation and trial.

You can read the Plaintiffs’ Class Action Complaint and the Ruby’s Answer to the Complaint online at www.RubyReceptionistsLitigation.com.

3. What is a class action?

In a class action, one or more persons or businesses called class representatives sues on behalf of a group or a “class” of others with similar claims. If the Court determines that a case should proceed as a class action, everyone’s claims can be combined into a single proceeding. In a class action, the court resolves the issues for all class members except those who exclude themselves from the Class.

4. What are the reasons the Court approved this Lawsuit as a class action?

The Court decided that this Lawsuit can be a class action and move towards a trial because it meets the requirements of Federal Rule of Civil Procedure Rule 23, which governs class actions in federal courts. Specifically, the Court found that: (a) there are over 18,000 customers who received receptionist services from Ruby; (b) There are legal questions and facts that are common to each of them; (c) McKenzie Law Firm, P.A. and Oliver Law Offices, Inc.’s claims are typical of the claims of the rest of the Class; (d) McKenzie Law Firm, P.A. and Oliver Law Offices, Inc. and the lawyers representing the Class will fairly

and adequately represent the Class' interests; (e) The common legal questions and facts are more important than questions that affect only individuals; and (f) This class action will be more efficient than having many individual lawsuits.

More information about why the Court is allowing this lawsuit to be a class action is in the Court's Order Certifying the Class, which is available at www.RubyReceptionistsLitigation.com.

5. Why is there a Settlement?

Plaintiffs and Ruby have determined that it is in their mutual best interest to settle this Action due to the uncertainties of trial, benefits of settlement, associated costs of continued litigation, likely appeals, and inconvenience and interference with personal matters and business operations. The Settlement was reached through lengthy negotiations between the parties before a neutral, independent, third party mediator, Mr. Hunter Hughes, III, shortly before a trial was scheduled to begin.

The Court did not decide in favor of Plaintiffs or Ruby. After a thorough investigation and discovery into the facts of this Lawsuit, Plaintiffs, and Ruby agreed to the Settlement Agreement. The Class Claims against Ruby were settled because Class Counsel and Plaintiffs, acting as the Class Representatives, believe that the amount of the Settlement is fair and reasonable in light of the strength and weaknesses of the lawsuit and other factors.

WHO IS INCLUDED IN THE LAWSUIT?

6. Who is the Defendant?

The Defendant is Ruby Receptionists, Inc. ("Ruby").

7. Who are the Class Representatives?

The "McKenzie Class Representatives", McKenzie Law Firm, P.A. and Oliver Law Offices, Inc., on November 2, 2018 filed an action in the United States District Court for the District of Oregon ("Federal Action"). On or about October 13, 2017, Shapiro Law Group, P.A., filed an action in the Circuit Court of Oregon, Multnomah County, captioned *Shapiro Law Group v. Ruby Receptionists, Inc.*, No. 17 CV 48545, and on June 20, 2019 Maiden Insurance, LLC was substituted as Plaintiff in that action, which became captioned *Maiden Insurance, LLC v. Ruby Receptionists, Inc.*, No. 17CV48545 ("State Action"). Thus, the three Class Representatives are McKenzie Law Firm, P.A., Oliver Law Offices, Inc., and Maiden Insurance, LLC.

8. How do I know if I am in the Settlement Class?

The Settlement Class shall mean:

All persons or entities in the United States who obtained receptionist services from Defendant, Ruby, between October 13, 2011, and May 31, 2018 ("Class Period"), pursuant to its form Service Agreements.

Excluded from the Settlement Class are: (a) Ruby, its affiliates, its Directors and Officers, the attorneys of any party, and the Court and its personnel; (b) persons who have timely and validly opted out of the Settlement Class pursuant to the terms of the Settlement Agreement; (c) persons or entities who have previously opted out of this action in response to the Notice of Pendency previously provided pursuant to the Court's August 3, 2020, Order Regarding Notice.

Individuals or entities that qualify as a member of the Settlement Class shall be referred to as "Class Members".

THE SETTLEMENT'S BENEFITS

9. What does the Settlement provide?

The proposed Settlement establishes: (a) a "Settlement Voucher Fund" of \$8,000,000.00; (b) Attorneys' Fees and Costs of up to \$4,000,000 (which includes Class Representatives' participation fees of \$1,000 to each of the three Class Representatives (totaling \$3,000)); and (c) Settlement Administrative costs of up to \$100,000.

In exchange for a release of all claims (see Question 10) in the lawsuit against Ruby, Ruby has agreed to distribute to all Settlement Class Members a *pro rata* share of the Settlement Voucher Fund in the form of a Ruby Voucher of no less than \$49.00 that will be redeemable for either Ruby receptionist services base minutes or Ruby's Pure Chat product.

In addition, Ruby will continue to describe its billing practices in written and oral communications making clear that receptionist minutes are billed in 30-intervals rounded up to the next thirty-second mark, and that Ruby includes time callers are on hold when calculating receptionist minutes.

This notice summarizes the proposed settlement. The Settlement Agreement, including details of the settlement benefits, terms, conditions and the administration of the voucher process, is available at **www.RubyReceptionistsLitigation.com**, by accessing the Court's docket, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at **<https://ecf.ord.uscourts.gov>**, by contacting Class Counsel (see Question 18), or by visiting the Court Clerk's office (see Question 20).

10. What are the Released Claims in this Settlement?

Upon the "Effective Date", unless you submit a valid and timely request for exclusion, you shall be deemed to have fully and finally released all claims, causes of action, demands, losses or damages of any kind, whether based on contract, tort, statutory or other legal or equitable theory of recovery, whether now known or unknown, suspected or unsuspected, existing, claimed to exist or which can ever hereinafter exist, arising or which could be claimed to arise out of or in connection with, or related in any way to the claims relating to Ruby's billing practices, alleged or referred to in the Federal or State Complaints, including but not limited to claims sounding in the contract or consumer protection laws of the United States or of any state or other jurisdiction in the United States, as well as under the unfair or deceptive trade practices, trade regulation, consumer fraud, fraudulent misrepresentation and false advertising law of the United States or any state or other jurisdiction in the United States, including but not limited to any claims relating to Ruby's billing practices.

"Effective Date" means the date on which the judgment becomes final, unless there are no objections to the settlement, in which case the Effective Date will be the date of entry of judgment.

11. How is the value of my Ruby Voucher calculated?

Participating Members of the Settlement Class who received this notice via email or in the mail are entitled to a share of the Settlement Voucher Fund, as a one-time voucher payment for Ruby services after the Court gives Final Approval to the Settlement Agreement.

Each Settlement Class Member's Ruby Voucher is a *pro rata* share of the Settlement Voucher Fund shall be calculated based on (1) the individual Settlement Class Member's Ruby billings during the Class Period; (2) Ruby's total billings during the Class Period; and (3) exclusive of amounts the Settlement Class Member exercised for money back guarantees.

At a minimum, each qualifying Settlement Class Member will receive a Ruby Voucher worth no less than \$49.00. The redeemable value of all Ruby Vouchers to be distributed may equal, but is not to exceed, the Settlement Voucher Fund of \$8 million.

If you relocate or change your email address and you fail to promptly notify the Claims Administrator of your new address, this may delay distribution of your Ruby Voucher or may result in you not receiving Ruby Voucher.

12. When will I get a Ruby Voucher, how may I use it, and how may I transfer it?

If the Court grants final approval to the Settlement and after any appeals are resolved, the Ruby Vouchers will be distributed over a period of time not to exceed eighteen (18) months from the date the Court's approval of the Settlement becomes final. Settlement Class Members will have up to one year to redeem their Ruby Voucher, once the voucher is issued. Vouchers may be redeemed for either Ruby Receptionist or PureChat base service charges for use during a continuous and uninterrupted service period. The transfer of a Ruby Voucher shall be allowed one time by Settlement Class Members to any person or entity. **If the Court approves the Settlement after the hearing on July 8, 2021**, there may be appeals. We don't know how much time it could take to resolve any appeals that may be filed.

HOW TO GET A RUBY VOUCHER

13. What do I need to do to get a Ruby Voucher?

Settlement Class Members who received this notice addressed specifically to them via email or in the mail will receive a Ruby Voucher unless they exclude themselves. See Questions 14 and 15 below about exclusions. If the Settlement is approved by the Court and the Effective Date occurs, your Ruby Voucher will be sent to the same email address or mailing address to which the Settlement Administrator sent you this Notice, unless you tell the Settlement Administrator that you have a different address.

Settlement Class Members who relocate or change their email or mailing address must update their contact information with the Settlement Administrator in order to receive a Ruby Voucher.

Those individuals or entities who believe that they are Settlement Class Members but did not receive this notice via email or in the mail addressed specifically to them or their business, will need to contact the Settlement Administrator and identify yourself as a potential Settlement Class Member. If you believe you are a Settlement Class Member who did not receive this notice and you do not self-identify through contact with the Settlement Administrator, you will not receive a Ruby Voucher from the Settlement and you will give up any rights you currently have to separately sue the Defendant for the conduct that is the subject of the Lawsuit. The Settlement Administrator, The Notice Company, Inc., can be reached via email at admin@rubyreceptionistslitigation.com, by calling, toll free, 1-800-972-7495, or by writing to The Notice Company, Inc. at the address below. Persons or entities wishing to self-identify as a member of the Settlement Class must contact the Settlement Administrator **on or before June 15, 2021**. The Settlement Administrator's address:

Ruby Settlement Administrator
c/o The Notice Company
P.O. Box 455
Hingham, MA 02043
admin@rubyreceptionistslitigation.com

RIGHT TO EXCLUDE YOURSELF

14. Who has the right to be excluded?

If you are a member of the Settlement Class and you wish to keep your right to sue Ruby about the claims alleged and settled in this case (see Questions 2 & 10), you must exclude yourself (“Opt-out” of the Settlement). **If you exclude yourself, you will not get a Ruby Voucher from the Settlement.** You may not object to the Settlement if you exclude yourself from it.

If you have previously excluded yourself from the Class, you are excluded from the Settlement and do not need to request to exclude yourself again.

15. How do I Exclude Myself or Opt-out of the Settlement Class?

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written exclusion (opt-out) request to the Settlement Administrator.

In order to exclude yourself from the Settlement Class and keep your individual rights, if any, to sue Ruby, you must either (A) make your exclusion request at the Settlement website, **www.RubyReceptionistsLitigation.com**, or (B) send a written request that includes the following:

1. The full name of the Settlement Class Member, your full name and title (if submitting on behalf of an entity), current mailing address and telephone number;
2. A statement saying that you “want to be excluded from the Settlement Class in McKenzie Law Firm, P.A. et al. v. Ruby Receptionists, Inc., Civil Action No. 3:18-cv-01921-SI”;
3. State your Ruby Customer ID Number (if known); and
4. Be signed and dated by you.

To be valid, exclusion requests must be **submitted online or mailed with a postmark on or before June 15, 2021**. Mailed exclusion requests should be sent to:

Ruby Settlement Exclusions
c/o The Notice Company
P.O. Box 455
Hingham, MA 02043

No request for exclusion will be considered valid unless all of the information described above is included. No further opportunity to request exclusion will be given in this Lawsuit unless ordered by the Court. If you choose to be excluded from the Settlement Class, you are not: (a) entitled to a Ruby Voucher as described above; (b) bound by any judgment entered in the Lawsuit; and (c) precluded by the Settlement from otherwise prosecuting an individual claim against Ruby, if timely, based on the matters complained of in the Lawsuit.

REMAINING IN THE SETTLEMENT CLASS

16. What am I giving up if I stay in the Settlement Class?

If you do not submit a complete and timely written request for exclusion, you will be included in the Settlement Class, you will have given up your right to sue Ruby on your own for the claims alleged and settled in this case (see Questions 2) and be bound by the terms of the Settlement (including the Released Claims described in Question 10), whether or not you filed an objection to the Settlement.

If you have any questions, you may call the Claims Administrator 1-800-972-7495 or Class Counsel (see Question 17). You may also consult your own lawyer at your own expense. The Settlement Agreement is available online at **www.RubyReceptionistsLitigation.com**.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer representing me?

The Court has appointed the following five (5) attorneys and firms to represent the Plaintiffs and the Settlement Class.

Attorneys for Plaintiffs and the Class (Class Counsel):

Keith S. Dubanevich, Esq. Cody Berne, Esq. Stoll Berne Lokting & Shlachter PC 209 SW Oak Street, Ste. 500 Portland, OR 97204 Telephone: (503) 227-1600 kdubanevich@stollberne.com cberne@stollberne.com	Laurence D. King, Esq. Mario M. Choi, Esq. Kaplan Fox & Kilsheimer LLP 1999 Harrison Street, Ste. 1560 Oakland, CA 94612 Telephone: (415) 772-4700 lking@kaplanfox.com mchoi@kaplanfox.com	Robert I. Lax, Esq. Lax LLP 380 Lexington Avenue, 31st Floor New York, NY 10168 Telephone: (212) 818-9150 rlax@lax-law.com
Jon M. Herskowitz, Esq. Baron & Herskowitz, Esq. 9100 S Dadeland Blvd #1704 Miami, FL 33156 Telephone: (305) 670-0101 jon@bhfloridalaw.com	Gregory J. Brod, Esq. Brod Law Firm, PC 96 Jessie Street San Francisco, CA 94105 Telephone: (415) 397-1130 gregb@brodfirm.com	

18. How will the lawyers be paid?

Class Counsel will apply to the Court for their reasonable attorney fees and costs. The Court will determine the actual amount. Ruby has agreed not to oppose Class Counsel's application for an amount of attorney fees and costs up to \$4,000,000. Ruby will pay the Court ordered amount of Plaintiff's attorney fees (up to \$4,000,000). Class Counsel's fee application will be available on the settlement website at www.RubyReceptionistsLitigation.com on or about May 11, 2021. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

OBJECTING TO OR COMMENTING ON THE SETTLEMENT, PLAN OF DISTRIBUTION, ATTORNEYS' FEES AND LAWSUIT EXPENSES, AND AWARDS TO CLASS REPRESENTATIVES

19. How do I object or comment on the Settlement?

If you do not submit a timely and valid request for exclusion but wish to object to this Settlement, you can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject 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.

Any objection to the proposed settlement must be submitted in writing in advance, or presented orally at the Final Approval Hearing (see Question 22). 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.

Written objections must include the following information:

1. The Settlement Class Member's full name or entity name, the full name of the entity's representative and title (if applicable), current mailing address, telephone number, and if you are being assisted by a lawyer, the lawyer's name, address and telephone number;
2. The case name and number of the Lawsuit (*McKenzie Law Firm, P.A., et al. v. Ruby Receptionists, Inc., Civil Action No. 3:18-cv-01921-SI*);
3. A statement establishing your membership in the Settlement Class;
4. In clear and concise terms, the specific reasons for the objection, and any evidence or legal authority the Settlement Class Member believes supports the objection; and
5. Your signature.

If you are submitting a written objection, it must be submitted to the Court by mailing it to the Clerk at the address below, with copies mailed to Class Counsel and Ruby's Counsel, so that it is **delivered or postmarked on or before JUNE 15, 2021**:

COURT	
Class Action Clerk U.S. District Court for the District of Oregon Mark O. Hatfield U.S. District Courthouse 1000 Southwest Third Avenue Portland, OR 97204-2944	
Plaintiffs' Counsel	Ruby's Counsel
Robert I. Lax, Esq. LAX LLP 380 Lexington Avenue, 31st Floor New York, NY 10168	Renee E. Rothauge, Esq. PERKINS COIE LLP 1120 N.W. Couch Street, 10th Floor Portland, OR 97209-4128

THE FAIRNESS HEARING

20. When and where will the Court consider the Settlement, the plan of distribution, request for attorneys' fees and litigation expenses, and awards to Class Representatives?

The Final Approval Hearing will be held on **July 8, 2021** at 2:00 p.m., before the Honorable Michael H. Simon, United States District Court Judge, at the Mark O. Hatfield United States Courthouse, Room 1527, 1000 Southwest Third Avenue, Portland, Oregon 97204-2944 (or by videoconference if circumstances warrant).

The Court may adjourn the Settlement Hearing from time to time and without further notice to the Class, so you should either review the website, www.RubyReceptionistsLitigation.com, or call, toll free, 1-800-972-7495 for current information. Proceedings may be affected by Court Orders regarding the coronavirus pandemic, please review the Court operations and coronavirus website: <https://www.ord.uscourts.gov/index.php/information-regarding-coronavirus-disease-covid-19-and-court-operations>

The purpose of the Final Approval Hearing will be to determine: (1) whether the Settlement is fair, reasonable, and adequate; (2) if there are objections, the Court will consider them; and (3) whether to approve requests

including, but not limited to, Class Counsel's request for attorney fees and litigation costs and the Settlement Administration Costs.

21. Do I have to come to the hearing?

No, it is not necessary for you to appear at the hearing. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you file an objection or comment, you don't have to come to Court to talk about it. As long as you filed your written objection on time, your objection will be presented to the Court for its consideration. You may also pay another lawyer to attend on your behalf, but it's not required.

22. May I speak at the hearing?

The Court will consider all written and oral objections during the Final Approval Hearing. As directed in Question 19, above, a timely written objection must be submitted by June 15, 2021. You or a lawyer, retained at your own expense, may appear and present an objection or other remarks without submitting written objections, or providing advance notice of an intent to appear, or a request to be heard at the Final Approval Hearing. Settlement Class Members who exclude themselves from the Settlement will have no standing to object or comment on the Settlement.

GET MORE INFORMATION

23. Where can I get more information?

This notice summarizes the Settlement. Additional information is available online at www.RubyReceptionistsLitigation.com and via a toll-free telephone number 1-800-972-7495.

**ALL INQUIRIES CONCERNING THIS NOTICE SHOULD BE MADE TO
THE CLAIMS ADMINISTRATOR OR TO CLASS COUNSEL.
PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE.**