UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS

ANTHONY ABBOTT *et al.*, *Plaintiffs*, vs. LOCKHEED MARTIN CORP. *et al.*, *Defendants*.	No. 06-cv-701-MJR-DGW

PLAINTIFFS' MEMORANDUM IN SUPPORT OF JOINT MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

I. INTRODUCTION

This Settlement is a historic result for the Class. The Settlement includes a $62 million Settlement Fund — the largest ever for a case of this nature — returning significant money to employees and retirees of Lockheed Martin, while providing valuable improvements to their 401(k) plans since the filing of this lawsuit and for years to come. Most will automatically receive their distribution directly into their tax-deferred retirement account. The parties also intend to provide those who have already left the Plans the option to receive their distribution in the form of a check made out to them individually or as a roll-over into another tax-deferred account.[1]

This litigation, which was commenced on September 11, 2006, alleges, among other things, that the fiduciaries responsible for overseeing the Plans breached their duties under Employee Retirement Income Security Act of 1974 (ERISA) by allowing the Plans to pay excessive fees and by imprudently managing the Plans' Stable Value Fund and three company stock offerings. (collectively "the Company Stock Funds"). Plaintiffs sought to obtain compensatory and

[1] The fully executed settlement agreement, dated February 20, 2015, ("Settlement") is attached hereto as Exhibit A and the Declaration of Class Counsel, Jerome J. Schlichter ("Schlichter Decl."), is attached hereto as Exhibit B.

affirmative relief for the Plans. Defendants denied and continue to deny any breaches or ERISA violations.

This monetary payment and nonmonetary terms will provide meaningful relief to each class member. Under the Settlement's "Plan of Allocation," the Recordkeeping Class and two sub-classes will share the Settlement based on a formula which considers the alleged injury to each class member and the strength of their claims. The actual recovery per Class member will depend on the number of Class members who are eligible for an award, the Class member's average account balances during the Class Period, and their potential injuries as a member of one or both of the previously certified sub-classes.

Plaintiffs filed this action over eight years ago at a time when 401(k) excessive fee cases were novel. The litigation has been entirely litigated, consistent with what has been the defense approach in other 401(k) fee cases brought Class Counsel. Plaintiffs have seen this case through two appeals to the Seventh Circuit and a petition to the U.S. Supreme Court and all the way to the literal eve-of-trial. Plaintiffs assert that the results obtained through this Settlement — both monetary and non-monetary — are very beneficial to the Class.

The Settlement was the product of extensive arm's-length negotiation with the assistance of national mediator Hunter Hughes following years of contentious litigation and fact and expert discovery. In light of the litigation risks further prosecution of this action would inevitably entail, it is proper for the Court to: (1) preliminarily approve the proposed Settlement; (2) approve the proposed form and method of notice to the Classes; and (3) schedule a hearing at which the Court will consider final approval of the Settlement.

II. THE CLAIMS IN THE CASE

Plaintiffs alleged that Defendants were fiduciaries of the Plans and that Defendants engaged in breaches of fiduciary duty under 29 U.S.C. § 1104(a), and 29 U.S.C. § 1106(b). In particular, Plaintiffs allege Defendants breached their fiduciary duty to ensure that the fees and expenses paid out of the assets in the Plans were reasonable and that the Plans' fiduciaries made decisions concerning the Plans with the care, skill, prudence, and diligence under the circumstances then prevailing that prudent fiduciaries acting in a like capacity and familiar with such matters would have made.

These claims include claims of excessive administrative and recordkeeping fees, as well as assertions of imprudent management specific to the Stable Value Fund and Company Stock Funds.

The Action

This litigation began on September 11, 2006 with the filing of Plaintiffs' Complaint. The undertaking included contentious discovery that eventually included production of nearly one million pages of documents, designation and deposition of experts, and dozens of lengthy depositions. Plaintiffs filed their initial Motion for Class Certification on August 15, 2007. After Plaintiffs filed of an Amended Complaint (Doc. 137), the Court denied as moot Plaintiffs' first motion for class certification. Doc. 135. Plaintiffs filed their second Motion for Class Certification on January 22, 2009 (Doc. 161) which was granted in part and denied in part on August 3, 3009. Doc. 239. The parties cross-petitioned for permission to appeal pursuant to Rule 23(f) and, on March 15, 2011, the Seventh Circuit vacated the District Court's order on class certification and remanded the issue for further proceedings based on its decision in two related cases. Doc. 290-1. On October 13, 2011, Plaintiffs filed their Second Amended Complaint and, on November 17, 2011, their Amended Motion for Class Certification. Docs 324, 343. The Court granted certification of the Administrative Fees class and a sub-class of company stock fund

investors. Plaintiffs petitioned for permission to appeal under Rule 23(f), which the Seventh Circuit granted as to the Stable Value Fund class. On August 7, 2013, the Seventh Circuit reversed the District Court's denial of certification of the Stable Value Fund class, and again remanded for further class certification proceedings. *Abbott v. Lockheed Martin Corp*., 725 F.3d 803, 814 (7th Cir. 2013). Defendants filed a Petition for a Writ of Certiorari with the United States Supreme Court, which was denied on December 16, 2013. On September 11, 2013, Plaintiffs moved to certify the Stable Value Fund class based on *Abbott* (Doc. 382), which the Court granted on August 1, 2014. Doc. 403 at 3–6. Ultimately, the three classes identified in the Settlement Agreement were certified.

The case was set for trial to begin on December 15, 2014. Doc. 461. On December 15, 2014, the Court continued the trial until December 16 to allow the parties to determine whether the case could be resolved short of a full trial. Doc. 485. That same day, the parties met for an all-day mediation before private mediator Hunter Hughes — who had conducted a prior mediation between the parties on June 30, 2014. On December 16, upon the parties reaching a provisional settlement, the Court cancelled the trial setting. Doc. 487. Ultimately, on February 20, 2015, the Parties reached this resolution and signed the Settlement Agreement.

III. THE TERMS OF THE PROPOSED SETTLEMENT

In exchange for the dismissal of the Actions and for entry of the Judgments as provided for in the Settlement Agreement, Defendants will make available to Settlement Class Members the benefits described below (the "Settlement Benefits").

A. Monetary Relief

Defendants will deposit $62,000,000 (the "Gross Settlement Amount") in an interest-bearing settlement account (the "Gross Settlement Fund"). The Gross Settlement Fund will be used to

pay the participants' recoveries as well Class Counsel's Attorneys' Fees and Costs, Administrative Expenses of the settlement, and Class Representatives' Compensation as described in the Settlement Agreement.

B. Non-Monetary Terms

In addition to the monetary component of the Settlement, the parties to the Settlement have agreed to certain non-monetary terms. Defendants have agreed, during the three-year Settlement Period: (1) to publicly file with the Court the annual Department of Labor filing that discloses fees paid by the Plans (known as Schedule C to Form 5500) as well as information about the assets held in, and performance of, the Stable Value Fund and the Company Stock Funds; (2) to confirm current limitations on the amount of cash equivalents held in the Company Stock Funds and the amount of money market equivalent assets held in the Stable Value Fund, and to file a notice with the Court if those limitations are changed; (3) to initiate a competitive bidding process for the Plans' recordkeeping services for the Plans, and to publicly file with the Court a notice identifying the entities that submitted bids and the selected recordkeeper; and (4) to offer participants the share class of investments that has the lowest expense ratio, provided that the share class is available and consistent with the needs and obligations of the Plans. The terms of the Settlement will be reviewed by an Independent Fiduciary.

Defendants have also consented to the Court's continuing jurisdiction over compliance with these requirements, for the three year settlement period. Class Counsel will both monitor compliance with the settlement for three years and take any necessary enforcement action without cost to the Class.

These benefits represent a significant value to the Plans above and beyond the monetary settlement.

C. Notice and Class Representatives' Compensation

The notice costs and all costs of administration of the Settlement will come out of the $62,000,000 Gross Settlement Amount. Incentive payments to the seven Named Plaintiffs in an amount to be approved by the Court would also be paid out of the Gross Settlement Fund. Plaintiffs will seek $25,000 for each of the Named Plaintiffs. This amount is well in line with precedent recognizing the value of individuals stepping forward to represent classes — particularly in a case, like the present, where the potential benefit to any individual does not outweigh the cost of prosecuting the claim and there are significant risks, including the risk of no recovery, the risk of alienation from their employers and peers, and the risk of uncompensated time and energy devoted to a lawsuit with uncertain prospects for success. *Beesley v. Int'l Paper Co.*, 2014 U.S.Dist. LEXIS 12037, *13–14 (S.D.Ill. Jan. 31, 2014)(J. Herndon)(Approving Named Plaintiff Compensation of $25,000 each to six surviving named plaintiffs in 401(k) fee settlement and noting that "ERISA litigation against an employee's current or former employer carries unique risks and fortitude, including alienation from employers or peers."). Further, the total award requested for the Named Plaintiffs represents less than one-third of one percent of the Settlement Fund.

D. Attorneys' Fees and Costs

Class Counsel will request attorneys' fees to be paid out of the Gross Settlement Fund in an amount not more than one-third of the Gross Settlement Amount, or $20,666,667, as well as reimbursement for costs incurred of no more than $1,850,000. "A one-third fee is consistent with the market rate in settlements concerning this particularly complex area of law." *Beesley v. Int'l Paper Co.*, 2014 U.S.Dist. LEXIS 12037, *7 (S.D.Ill. Jan 31, 2014) (J. Herndon); citing *Will v.*

General Dynamics Corp., 2010 U.S.Dist. LEXIS 123349, *9 (S.D.Ill. Nov. 22, 2010) (J. Murphy).

Further, the settlement has a value greater than the monetary amount. Class Counsel will not seek fees on the interest earned on the Gross Settlement Amount. Class Counsel will also seek no further fees or costs for review of compliance, document review, or for communications with Class members or Defendants during the three-year Settlement Period. Further, Class Counsel will not seek fees or costs if mediation or enforcement of the Settlement Agreement is necessary, and bears the risk of half of the costs of pursuing the settlement if the settlement is not approved or otherwise terminated. A formal application for attorneys' fees and costs and for named plaintiff awards will be made at least 30 days prior to the deadline for class members to file objections to the Settlement.

IV. ARGUMENT

a. General Governing Principles

In determining whether preliminary approval is warranted, the sole issue before the Court is whether the proposed settlement is within the range of what might be found fair, reasonable, and adequate, so that notice of the proposed settlement should be given to class members and a hearing scheduled to consider final approval. The proposed agreement is viewed "in a light most favorable to settlement." *Isby v. Bayh*, 75 F.3d 1191, 1199 (7th Cir. 1996). The Court reviews the proposal preliminarily to determine whether it is sufficient to warrant public notice and a hearing. If so, the final decision on approval is made after the hearing. Manual for Complex Litigation, Fourth, §13.14, at 172-73 (Fed. Jud. Ctr. 2004) ("Manual Fourth"). The Court is not required at this point to make a final determination:

> The judge must make a preliminary determination on the fairness, reasonableness, and adequacy of the settlement terms and must direct the preparation of notice of the certification, proposed settlement, and date of the final fairness hearing.

Id. § 21.632, at 321. Preliminary approval is the first step in a two-step process required before a class action may be finally settled. *Id*. at 320. Courts first make a preliminary evaluation of the fairness of the settlement, prior to notice. *Id*. at 320-21. In some cases this initial assessment can be made on the basis of information already known to the court and then supplemented by briefs, motions and an informal presentation from the settling parties. *Id*.

There is an initial strong presumption that a proposed class action settlement is fair and reasonable when it is the result of arms-length negotiations. *Great Neck Capital Appreciation Inc. Partnership, L.P. v. PricewaterhouseCoopers, LLP*, 212 F.R.D. 400, 410 (W.D.Wis. 2002); *see also Newberg on Class Actions* §11.41 at 11-88 (3d ed. 1992). The proposed Settlement here is the result of lengthy, contentious and complex arms-length negotiations between the parties. Counsel on both sides are experienced and thoroughly familiar with the factual and legal issues presented. Courts recognize that the opinion of experienced and informed counsel supporting settlement is entitled to considerable weight. *Isby*, 75 F.3d at 1200. Class Counsel is very experienced in class action litigation generally and, in particular, class litigation arising from breaches of fiduciary duties to retirement plans under ERISA, it is Class Counsel's opinion that the proposed Settlement is fair and reasonable. Exh. A, ¶ 2. Class Counsel is intimately familiar with this unique and complex area of law, as noted by other Courts considering cases alleging ERISA breaches of fiduciary duty with respect to fees and investments in 401(k) plans. *Beesley v. Int'l Paper Co*., 3014 U.Dist. LEXIS 12037, *4–5 (S.D.Ill. Jan 31, 2014)(J.Herndon)("The Court remains impressed with Class Counsel's navigation of the challenging legal issues involved in this trailblazing litigation and Class Counsel's commitment and perseverance in bringing this case to this resolution."); *Will v. Gen. Dynamics Corp*., 2010 U.S.Dist. LEXIS 123349, *10 (S.D.Ill. Nov. 22, 2010)(J. Murphy)("Counsel's actions have led to dramatic

changes in the 401(k) industry, including heightened disclosure and protection of employees' and retirees' retirement assets"); *Nolte v. Cigna Corp*., 2013 U.S.Dist. LEXIS 184622, *5 (C.D.Ill. Oct. 15, 2013)(J. Baker)("The law firm Schlichter, Bogard & Denton is the leader in 401(k) fee litigation.").

"Once the judge is satisfied as to the certifiability of the class and the results of the initial inquiry into the fairness, reasonableness, and adequacy of the settlement, notice of a formal Rule 23(e) fairness hearing is given to the class members." Manual (Fourth) § 21.633, at 321. Preliminary approval permits notice of the hearing on final settlement approval to be given to the class members, at which time class members and the settling parties may be heard with respect to final approval. *Id*. at 322. As explained below, the proposed Settlement now before this Court and on file herein falls squarely within the range of reasonableness warranting preliminary approval of the Class Notice apprising class members of the Settlement and setting a hearing on final approval.

"The temptation to convert a settlement hearing into a full trial on the merits must be resisted." *Mars Steel Corp. v. Continental Ill/ Nat'l. Bank & Trust Co. of Chicago.*, 834 F.2d 677, 684 (7th Cir. 1987). "The very purpose of a compromise is to avoid the trial of sharply disputed issues and to dispense with wasteful litigation." *McDonald v. Chicago Milwaukee Corp*., 565 F.2d 416, 426 (7th Cir. 1977). A settlement is fair to the plaintiffs in a substantive sense "if it gives them the expected value of their claim if it went to trial, net of the costs of trial." *Id*. at 682. In evaluating whether a class action settlement is fair, reasonable and adequate, "the factors which a district judge should consider are well established: the strength of the plaintiffs' case on the merits measured against the terms of the settlement; the complexity, length and expense of continued litigation; the degree of opposition to the settlement; the presence of

collusion in gaining settlement; the opinion of competent counsel as to the reasonableness of the settlement; and the stage of the proceedings and the amount of discovery completed." *Donovan v. Estate of Fitzsimmons*, 778 F.2d 308 (7th Cir. 1985).

1. **The strength of the Plaintiffs' case on the merits.**

As discussed above, a significant theory for recovery by Plaintiffs is based on Defendants' failure to effectively and competitively bid recordkeeping services for the Plans. This permitted CitiStreet, the recordkeeper, to charge allegedly excessive and unreasonable fees to all participants in the Plans. Plaintiffs contend that these actions constituted breaches of ERISA §404(a)'s duty of prudence. Defendants deny these claims. Additionally, Plaintiffs allege that Defendants failed to live up to ERISA's fiduciary standards by allowing excessive cash holdings in the investments of the Company Stock Funds, as well as by imprudently managing the investments of the Plans' Stable Value Fund.

ERISA Section 404(a)(1)(A) provides that "a fiduciary shall discharge his duties with respect to a plan . . . for the exclusive purpose of: (i) providing benefits to participants and their beneficiaries; and (ii) defraying reasonable expenses of administering the plan."

Class Counsel continue to believe in the merits of these claims. However, there are significant legal obstacles and defenses which render recovery in this case uncertain, and, if there is a recovery, affect the amount. Defendants deny all of Plaintiffs' allegations, deny that they committed or participated in any fiduciary breaches or other wrongdoing, have vigorously contested Plaintiffs' allegations, and will continue to do so. Defendants would argue CitiStreet's compensation was reasonable given the services that were provided, that a significant number of large companies unitize company stock funds and hold cash positions in those funds that approach or exceed those of the Plans' Company Stock Funds during the class period and that

the use of money market instruments in conservative, capital-preservation investment options in a 401(k) plan does is not a violation of ERISA's fiduciary duties.

Defendants would also point this Court's Order, Doc. 226, relying on *Hecker v. Deere*, 556 F.3d 575 (7th Cir. 2009) ("*Hecker I*"), *reh'g denied*, 569 F.3d 708 (7th Cir. 2009) ("*Hecker II*"), *cert. denied,*130 S.Ct. 1141 (2010), for the proposition that the availability of revenue sharing could not be taken into account in determining the reasonableness of CitiStreet's fees. In *Hecker I*, the Seventh Circuit upheld the dismissal of a claim involving the selection of mutual funds through which allegedly excessive recordkeeping fees were paid in a large 401(k) plan. In *Hecker II*, the Seventh Circuit narrowed *Hecker I*, but affirmed its decision. The Court reasoned that *Hecker I* was "tethered" to the facts and pleadings of that particular case, but re-affirmed that the plaintiffs were offered cheap, presumably prudent, alternatives within the Plan. Class Counsel were also counsel for the plaintiffs in *Hecker* and are intimately familiar with the holding. Defendants construe these decisions differently and would argue that they foreclose Plaintiffs' recordkeeping claim.

Plaintiffs also assert that the Plans' Stable Value Fund was imprudently invested primarily in lower-yielding money market instruments during the sub-class period. Defendants would argue that money market instruments, with yields below those of the company's Stable Value Fund, are included in numerous other 401(k) plans and that the fiduciaries considered the appropriate role of money market instruments during the class period. Finally, Plaintiffs assert that the Company Stock Funds held an imprudently large investment in cash-equivalent instruments instead of being invested entirely in Company Stock. Defendants would likely argue at trial that cash levels averaged below 1% of Company Stock Fund assets during the class period and were necessary in order to maintain daily valuation — the ability of participants to

trade into and out of plan options each day. For both sub-classes, Defendants would likely argue that any Plaintiffs' verdict would be unprecedented.

2. **The complexity, length and expense of continued litigation.**

The instant lawsuit is, as with many ERISA cases, quite complex in multiple respects. First, it is one of the first cases to allege breaches of fiduciary duty against fiduciaries of a large 401(k) plan due to allegedly excessive fees. In Class Counsel's experience, these cases have been more hard fought than other hard fought cases because they are the first of their kind, and the defendants have sought to prevent similar litigation from developing in the future. The case also presents novel legal issues. This is epitomized by the fact the case has already been up to the Seventh Circuit twice on Rule 23(f) appeals at the class certification stage. While trial would not be completed until sometime after March 2015, additional years of appeal would be likely.

This has been the experience of other plaintiffs who have succeeded at trial on similar claims. The Plaintiffs in *Tussey v. ABB*, Case No. 06-4305 (W.D.Mo.) presented their case at trial in January 2010. Currently, after an appeal and a partial vacatur, the case is back before the trial court and a timeline for the ultimate resolution of that action has not yet been set. *Tussey v. ABB, Inc.*, 746 F.3d 327. A similar delay here would mean the case would still be unresolved until at least 2020.

Second, the case would require a complex trial with no fewer than eight highly experienced testifying expert witnesses with extensive reports, as well as the dedication of tremendous resources. Recovery of damages at all is not certain as discussed above.

3. **The absence of collusion.**

The Settlement with Defendants was the result of intense negotiations, including over a year of negotiations between the parties with the aide of a private mediator, a Magistrate, and a Court-

appointed special master. The parties have spoken many times, with and without the mediators, in attempts to resolve differences on settlement terms. Settlement discussions with all parties were fully informed as a result of detailed adversarial factual discovery as well as by briefing and memoranda prepared by the parties on all contested legal issues. The negotiations were vigorous and both sides argued their respective positions strenuously. The resulting Settlement was undeniably the product of arms-length bargaining.

4. **The opinion of competent counsel as to the reasonableness of the settlement.**

As described more fully below, Class Counsel are not only experienced and competent, but has been described as the leading firm in this complex area of law. Class Counsel believe the settlement to be fair and reasonable in light of the procedural and substantive risks Plaintiffs would face if litigation were to continue. Exh. A, para. 2. The parties will also submit the settlement terms to an independent fiduciary who will provide an opinion on its fairness before the final approval hearing.

5. **The stage of the proceedings and the amount of discovery completed.**

Plaintiffs conducted a very substantial amount of discovery. Defendants and third-parties provided Counsel approximately one million pages of documents. Each document was electronically indexed and sorted, and thereafter individually examined, analyzed and cataloged by an attorney. Class Counsel also painstakingly reviewed and analyzed additional and voluminous documents provided by Named Plaintiffs and other documents obtained from public filings with the Department of Labor. They had experts intimately familiar with financial services industry practices, investment management, recordkeeping, and retirement industry practices as well as industry fiduciary practices examine and analyze these and other documents and provide opinions based on the record and their experience. Nearly forty depositions were

taken. This discovery documented the practices described above, the participants' disclosures that were made, the history of the Plans, the investment management decisions made within the CSFs and SVF and the recordkeeping and administrative fees charged to the Plans. Thus, Class Counsel extensively developed the facts supporting their claims, in tremendous detail.

V. THE PROPOSED NOTICE PLAN IS ADEQUATE

Due process and Rule 23(e) do not require that each Class Members receives notice, but do require that class notice be "reasonably calculated to reach most interested parties." *In re AT&T Mobility Wireless Data Services Sales Tax Litig*., 789 F.Supp.2d 935, 968 (N.D.Ill. 2011) (internal quotations omitted). "Notice is adequate if it may be understood by the average class member." *Wal-Mart Stores Inc. v. Visa Usa Inc*., 396 F.3d 96, 114 (2d Cir. 2005)(internal quotations and citations omitted).

"Notice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Eisen v. Carlisle and Jacquelin*, 417 U.S. 156, 172 (1974). "Individual notice must be provided to those class members who are identifiable through reasonable effort." *Id*. at 175.

Here, the proposed form and method of notice of proposed settlement agreed to by the parties satisfy all due process considerations and meet the requirements of Fed. R. Civ. P. 23(e)(1). Plaintiffs' proposed form of Notice is attached to the Class Action Settlement Agreements. The proposed Notice will fully apprise Settlement Class members of the existence of the lawsuit, the proposed Settlements, and the information they need to make informed decisions about their rights, including (i) the terms and operation of the Settlement; (ii) the nature and extent of the release, (iii) the maximum counsel fees that will be sought; (iv) the procedure and timing for objecting to the Settlement and the right of parties to seek limited discovery from

objectors; (v) the date and place of the fairness hearing; and (vi) the website on which the full settlement documents, and any modifications to those documents, will be posted.

The Notice Plan consists of multiple components designed to reach class members. First, the Individual Notice will be sent by first-class mail to the address of current Plan Participants and the last known address of former Plan Participants shortly after entry of the Preliminary Approval Order. Addresses of class members are maintained by the Plans' personnel, who use this information for, *inter alia*, mailing Plan notices, participant communications, and other Plan-related information. Participants include both current and former employees and agents of Lockheed Martin and its affiliates. In addition to the Individual Notice, Class Counsel will develop a dedicated website, www.lm401ksettlement.com, solely for the settlement, and a link to that website will appear on Class Counsel's website, www.uselaws.com. The Notice Plan also includes a requirement for follow-up by the Claims Administrator for those class members whose notice letters are returned because they no longer reside at such address. Class members may also receive notice of the settlement by reading published articles likely to mention the settlement.

Thus, the form of notice and proposed procedures for notice satisfy the requirements of due process and the Court should approve the Notice Plan as adequate. *See* Newberg on Class Actions, § 8.34.

VI. CONCLUSION

For these reasons, the Plaintiffs' Unopposed Motion for Preliminary Approval of Class Settlement should be granted.

Dated: February 20, 2015

Respectfully submitted,

/s/ Jerome J. Schlichter
Jerome J. Schlichter
SCHLICHTER BOGARD & DENTON LLP
120 W. Main Street, Suite 208
Belleville, IL 62220
100 South Fourth Street
St. Louis, MO 63102
Tel: 314-621-6115
Fax: 314-621-7151

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on February 20, 2015, I served this document on all parties via the Court's CM/ECF system.

/s/ Jerome J. Schlichter