

**UNITED STATES DISTRICT COURT
DISTRICT OF UTAH**

*Andrea Katz and Joel Katz, on behalf of themselves and all persons similarly situated v.
Garmin International, Inc., No. 14-cv-165 (D. Utah)*

Notice of Class Action and Proposed Settlement

This is a notification that you may be a member of a plaintiff class in a lawsuit brought against Garmin International, Inc. (“Garmin”) in the United States District Court for the District of Utah alleging a defect in the watchband design of the Garmin Forerunner 610 watch. You could be eligible for a cash payment or free repair or replacement of your Garmin Forerunner 610 watch if you purchased and/or owned the watch between April 2011 and July 2014 in the United States.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- Your legal rights are affected whether you act or do not act. Read this Notice carefully.
- **For a full statement of your rights and options as a member of the Settlement Classes, you should refer to the complete Settlement Agreement, which is available by reviewing the court file at the U.S. District Court for the District of Utah, or by contacting the Class Counsel designated herein below or by visiting www.ForeRunnerSettlement.com. The terms of the Settlement Agreement will govern your rights if you are a member of the class, unless you take further action as indicated below.**

The purpose of this Notice is to inform you of the Class Action, the Proposed Settlement and to alert you that the Court will hold a hearing to consider the settlement to be held on November 3, 2016 at 1:30 p.m. before the Honorable Judge Robert J. Shelby at Courtroom 7.300, United States District Court for the District of Utah, 351 S. West Temple, Salt Lake City, UT 84101.

YOUR LEGAL RIGHTS AND OPTIONS IN CONNECTION WITH THIS LAWSUIT	
SUBMIT A CLAIM FORM	The only way to get cash payment or other Settlement Benefits. You will need to timely submit a valid Claim Form (Claim Form enclosed).
ASK TO BE EXCLUDED	Receive no payment or other Settlement Benefits. Get out of this lawsuit. Keep rights. If you ask to be excluded, you are not eligible to receive a cash payment or other benefits from this lawsuit, but you will maintain the right to bring an individual lawsuit against Garmin for the same or similar legal claims in this lawsuit on your own behalf.
COMMENT OR OBJECT	Write the Court about why you like or do not like the Settlement. You may write the Court indicating why you like or dislike the Settlement. You must remain a member of the lawsuit (<i>i.e.</i> , you cannot ask to be excluded) in order to object to the Settlement.
DO NOTHING	Get no cash payment or other Settlement Benefits. Give up rights. By doing nothing, you will be deemed a member of the class and will be subject to the Terms of the Settlement and the Release of Claims contained therein. If you do not submit a Claim Form in accordance with the instructions herein below, you will give up any rights to sue Garmin separately about the same or similar legal claims in this lawsuit.

- 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 and other Settlement Benefits will be made if the Court approves the Settlement and after appeals, if any, are resolved.

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BASIC INFORMATION

1. What is the purpose of this Notice?

Garmin's records show that you purchased and/or owned the Garmin Forerunner 610 watch between April 2011 and July 2014 in the United States.

A class action lawsuit is pending in the United States District Court for the District of Utah known as *Andrea Katz and Joel Katz, on behalf of themselves and all persons similarly situated v. Garmin International, Inc.*, No. 14-165 (D. Utah). Judge Robert J. Shelby, who is overseeing this case, authorized this Notice. You have a right to know about the class action lawsuit and proposed Settlement. As a potential Class Member, you have various options that you may exercise before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after appeals are resolved, if any, Garmin will make payments and provide other Settlement Benefits pursuant to the Settlement to Class Members who submit timely and valid Claims and will take other actions consistent with the Settlement terms.

This Notice explains the lawsuit, the Settlement, your legal rights, the available benefits, who is eligible for them, and how to get them.

This Notice should not be understood as an expression of any opinion by the Court as to the merits of the claims asserted by the Plaintiffs or any of the defenses asserted by Garmin.

2. What is this class action lawsuit about?

The plaintiffs in this case are Andrea Katz and Joel Katz. They allege, on behalf of themselves and other similarly situated individuals, that they purchased and/or owned a Garmin Forerunner 610 watch, and that the watchband was defective. Plaintiffs allege that Garmin breached its contract, breached its warranties, and committed other violations of law by selling Forerunner 610 watches with allegedly defective wristbands.

Garmin denies that it has acted unlawfully or improperly, denies that class certification is required or appropriate, and has contested Plaintiffs' claims. Garmin contends that it has acted properly and prudently with regard to manufacture, production, marketing, and selling of the Garmin Forerunner 610 watch.

3. What is a class action lawsuit and who is involved?

In a class action lawsuit, one or more persons called "Class Representatives" sue on behalf of other people who have similar claims. All of these people together are called a "Class" or "Class Members." In this case, there are also "Subclasses," in which a subset of Class Members have similar claims. The Class Representatives - and all Class Members like them - are called the Plaintiffs. The company they sued (in this case Garmin) is called the Defendant. The lawyers who represent the Class are called "Class Counsel." In a class action lawsuit, all factual questions and legal issues are resolved for everyone in the Class - except for those people who choose to exclude themselves from the Class.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement, among others things, to avoid the costs and uncertainty of a trial, to avoid ongoing business interruption and resources demanded by litigation, and in order to provide certainty and benefits to the people affected. The Class Representatives and Class Counsel believe the

Settlement is fair and reasonable for everyone who purchased and/or owned a Garmin Forerunner 610 watch in the relevant time period.

WHO IS IN THE SETTLEMENT?

5. Am I part of this Class?

According to Garmin's records, you may have purchased and/or owned a Garmin Forerunner 610 watch in the United States between April 2011 and July 2014. If this is true, you are a member of the Settlement Class. Garmin does not have records of all purchasers. Accordingly, you may have determined on your own that you are a member of the Settlement Class

(a) Am I a member of any Subclass?

The proposed settlement agreement includes two Subclasses. If you are a Class Member who has already purchased a replacement watchband to address the alleged design defect, then you are a member of Subclass 1. If you are a Class Member who paid to repair your watchband or watch as a result of the watchband detaching from the watch face, then you are a member of Subclass 2. Members of these Subclasses may be entitled to additional Settlement Benefits.

6. I'm still not sure if I am included.

If this notice was mailed to you, Garmin's records reflect that you may be a member of the Settlement Class. If you are still not sure whether you are included, you can contact the Settlement Administrator, Heffler Claims Group or write to Class Counsel at the addresses listed in question 19, below.

SETTLEMENT BENEFITS – WHAT YOU GET

7. What are the Settlement Benefits?

If the Court finally approves the Proposed Settlement, Class Members who submit a valid Claim Form, in accordance with the procedure describe below, may receive a repair or replacement of their watchband or watch at no cost. All Class Members, regardless of whether they submit a Claim Form, will receive an extension of the One-Year Consumer Limited Warranty provided that the extension will only cover any damage to, or loss of the Watch as a result of the alleged defective watchband, for 12 months following the date of final approval of settlement. Members of Subclass 1 and Subclass 2 may receive cash payments.

Instructions on how to obtain free repair or replacement of watchbands or watches will be mailed to Class Members at the addresses stated on their respective Claim Forms. Cash Payment distributions will be made by mailing checks to Subclass Members at the addresses stated on their respective Claim Forms. In the event that a bankruptcy trustee or bankruptcy court orders, requests, or demands that a Class Member pay the Claim Consideration to the trustee or to the court, the Class Member shall inform Garmin of the order, request, or demand and comply therewith without contesting it, unless Garmin objects.

8. How much money will subclass members get?

Members of Subclass 1 (those who purchased a replacement watchband) may be eligible for cash payments of either: (a) the actual cost of the replacement watchband if the replacement watchband was purchased from Garmin or an authorized Garmin retailer; or (b) up to \$50 if the

replacement watchband was purchased from a third party and it was not a Garmin manufactured watchband.

Members of Subclass 2 (those who paid to repair the watchband or watch) may be eligible for cash payments of either: (a) the actual cost of the repair if done by Garmin; or (b) the actual cost of the repair up to \$75 if repaired by a third party.

Subclass Members will be required to provide either a receipt or Objective Evidence of Proof of Purchase as that term is defined in paragraph 1.23 of the Settlement Agreement or repair and a written certification in order to receive cash benefits.

9. How do I receive my Settlement Benefit?

You have to do 3 things:

- (1) Complete the Claim Form;
- (2) On the Claim Form, **sign and date** at the bottom under penalty of perjury; and
- (3) **Timely Submit the Claim Form:** Claim Forms must be submitted to the Settlement Administrator, via First Class Mail, at the address stated on the Claim Form, postmarked no later than September 28, 2016. Alternatively, a Claim Form may be submitted by the same date online at www.ForeRunnerSettlement.com.

As part of the Claim Form, you will attest under penalty of perjury that purchased and/or owned the Garmin Forerunner 610 watch between April 2011 and July 2014 in the United States and that the facts stated therein are true. Depending on the Settlement Benefit applicable to you, you may be required to submit supporting documentation.

10. What if I do not timely submit a completed Claim Form?

If you fail to mail or electronically submit a completed Claim Form by the required deadline, you will not receive any Settlement Benefits, other than the extension of the One-Year Consumer Limited Warranty (see question 7). You will still be bound by the other Settlement Agreement terms and Release of Liability. Sending in a Claim Form late or without all the information will be the same as doing nothing (see question 24).

11. When do I get my payment or instructions for free repair or replacement of my watchband or watch?

The Court will hold a fairness hearing on November 3, 2016 to decide whether to approve the Settlement as fair, reasonable, and adequate. If the Court approves the Settlement, there may be appeals which may delay the conclusion of the case. It is always uncertain when and whether these appeals can be resolved. The Settlement Agreement provides that settlement payments will start being made within 45 calendar days after all such issues have been resolved and the Court's judgment becomes final. Resolving such issues can take time, perhaps more than a year.

12. What am I giving up to get Settlement Benefits and stay in the Class?

Unless you exclude yourself, you will be part of the Settlement Class. The Court's orders approving the Settlement and the judgment in the case will apply to you and legally bind you.

Upon Final Settlement Approval, you unconditionally, fully and finally release and forever discharge the Released Persons from each of the Released Claims, as defined in Sections 4.01 and 4.02 of the Settlement Agreement, and agree to abide by the terms of the Release. In so doing, you are agreeing not to sue Garmin ever again about any past, present or future claims

based on or related to the conduct covered by the class action. You can read the full text of the definition of Released Claims and the Release in Appendix A to this Notice.

If you want the right to sue Garmin on your own about conduct covered by the class action, you must exclude yourself from the Settlement Classes in this case. If you exclude yourself, you will not be eligible to recover any benefits as a result of the settlement of the action.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of this Settlement?

To exclude yourself from the Settlement, you must send a letter by U.S. mail saying that you want to be excluded from *Andrea Katz and Joel Katz, on behalf of themselves and all persons similarly situated v. Garmin International, Inc.*, No. 14-165 (D. Utah). To be valid, your exclusion request must include:

- Your full name, current mailing address, and telephone number;
- A copy of the receipt showing proof of purchase of the Garmin Forerunner 610 watch, or Objective Evidence of Proof as that term is defined in paragraph 1.23 of the Settlement Agreement that the Garmin Forerunner 610 watch was purchased or owned between April 2011 and July 2014;
- The following statement “I/we request to be excluded from the class settlement in *Andrea Katz and Joel Katz, on behalf of themselves and all persons similarly situated v. Garmin International, Inc.*”; and
- Your original signature or the original signature of a person previously authorized by law to act on your behalf.

You must mail your exclusion request to the three addresses that appear below in Question 19 so that it is postmarked no later than October 14, 2016.

Requests for exclusion from the Settlement Class that are not postmarked on or before October 14, 2016 will not be honored. You cannot exclude yourself from the Settlement Class by telephone or e-mail. You cannot exclude yourself by mailing a request to any other location, or after the deadline.

14. If I do not exclude myself, can I sue Garmin later?

No, not for the same or similar legal claims at issue in this litigation matter.

15. If I exclude myself, can I get any Settlement Benefits from this Settlement?

No. If you exclude yourself from the Class you will not get any money or benefits from this Settlement. If you exclude yourself, you should not submit a Claim Form to ask for money from the class action Settlement. You cannot do both.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has decided preliminarily that the law firm of Heideman Nudelman & Kalik, P.C as lead counsel and Hatch, James, Dodge, P.C. are qualified to represent you and all Class Members. Together these law firms are called “Class Counsel.” They are experienced in

handling similar cases. More information about these law firms, their practices, and their lawyers' experience is available at www.hnklaw.com.

17. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. If you want your own lawyer, you may hire one at your own cost.

18. How will the lawyers be paid and will there be incentive payments?

Class Counsel has not received any fees or reimbursement for any of the expenses associated with this case. The parties have agreed that Garmin will pay Class attorneys' fees and expenses in the amount of \$385,000. In addition, Class Counsel will ask that the Court award each of the Class Representatives a \$1,250 service award in recognition of their efforts on behalf of the Class. Any fees, expenses or incentive awards that Class Counsel requests must be approved by the Court. Class Counsel will request that their fees and expenses, and the incentive awards, be paid directly by Garmin, which means they will not reduce the recovery to you and other members of the Class. Garmin has agreed that it will not object to these requests by Class Counsel and the Class Representatives.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

19. How do I tell the Court that I like or do not like the Settlement?

If you are a Class Member, you can tell the Court you like the Settlement and it should be approved, **or** that you object to the Settlement if you do not like a part of it. The Court will consider all comments from Class Members.

To object, you must send a letter saying that you are commenting on the Settlement in *Andrea Katz and Joel Katz, on behalf of themselves and all persons similarly situated v. Garmin International, Inc.*, No. 14-cv-165 (D. Utah), and you must include your full name, current address, telephone number, documents sufficient to show you are a Class Member, your factual and legal grounds for objecting, any documents supporting your objection, your signature, and whether you are represented by counsel with respect to the objection. Any Class Member objecting to the Settlement must provide a detailed list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the previous five (5) years. If the Class Member or his or her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he, she or it shall affirmatively so state in the written materials provided with the objection. If you intend to appear at the fairness hearing through counsel, your comment must also state the identity of all attorneys representing you who will appear at the fairness hearing. Be sure to send your objection to each of the three different places set forth below such that it is postmarked no later than October 14, 2016.

1) Court	2) Class Counsel	3) Defense Counsel
Clerk of the Court United States District Court for the District of Utah 351 S. West Temple, Rm 1.100 Salt Lake City, UT 84101	Heideman Nudelman Kalik, P.C. c/o Noel J. Nudelman 1146 19th Street, NW, 5th FL Washington, DC 20036	Bryan Cave LLP c/o Jena Valdetero 161 N Clark Street, Ste 4300 Chicago, IL 60601

If you file an objection, Class Counsel or Counsel for Garmin are allowed to notice and take your deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location before the fairness hearing and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to comply with discovery requests may result in the Court striking the objector's objection and otherwise denying that person the opportunity to make an objection or be further heard. The Court reserves the right to tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or is made for an improper purpose.

If you do not submit a written comment on the proposed Settlement or the application of Class Counsel for Incentive Awards, attorneys' fees and expenses in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the fairness hearing and to appeal from any order or judgment of the Court concerning the matter.

20. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class, and you will not be entitled to receive Settlement Benefits from the Settlement or be subject to the Release of the Released Persons. If you exclude yourself, you have no basis to object because the case no longer affects you.

FAIRNESS HEARING

21. When and where will the Court decide to approve the Settlement?

The Court will hold a fairness hearing at 1:30 p.m. on November 3, 2016 in Courtroom 7.300, **United States District Court for the District of Utah, 351 S. West Temple, Salt Lake City, UT 84101**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel or whether to approve incentive awards. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take for the Court to make its decision.

Once the Court approves the Settlement and such order becomes final following any appeals, the Court will enter any order and judgment in this action. All of the claims of the Class will be dismissed with prejudice, whether or not a Claim form has been submitted.

22. Do I have to come to the hearing?

No. Class Counsel will answer 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 you sent your written objection such that it is received on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

23. May I speak at the hearing?

If you do not exclude yourself, you may ask the Court's permission to speak at the hearing concerning the proposed Settlement or the application of Class Counsel for attorneys' fees and expenses. To do so, you must send in a letter saying that it is your notice of your intention to appear at the fairness hearing in *Andrea Katz and Joel Katz, on behalf of themselves and all persons similarly situated v. Garmin International, Inc.*, No. 14-cv-165 (D. Utah). The letter must state the position you intend to present at the hearing, state the identities of all

attorneys who will represent you (if any), and must include your full name, current address, telephone number, and all documents identified above under question 9 sufficient to show you are a Class Member. You must send your notice to the Clerk of the Court, Class Counsel, and defense counsel at the three addresses listed under question 19 above, such that it is *postmarked* no later than October 14, 2016. You may combine this notice and your comment (described under question 19) in a single letter. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Class and you will be bound by the terms of the Settlement and Release of the Released Persons, but you will get no Settlement Benefits from this Settlement, other than the extension of the One-Year Consumer Limited Warranty (see question 7). Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Garmin about the legal issues in this case, ever again.

ADDITIONAL INFORMATION

25. Are there more details available?

If you need an additional copy of the Claim Form, you may contact the Settlement Administrator, Heffler Claims Group, at 1-855-585-1129 or download a Claim Form by visiting www.ForeRunnerSettlement.com. The Settlement Administrator can provide a copy of the Settlement Agreement upon request. You may also call Class Counsel at 202-463-1818 or write them at the addresses in 19 above.

The pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined during regular office hours at the office of the Clerk of Court of the United States District Court for the District of Utah.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK OR GARMIN INTERNATIONAL.

APPENDIX A

RELEASED CLAIMS AND RELEASES

As indicated in the Settlement Notice section entitled “**12. What am I giving up to get a payment and stay in the Class?**” the following text has been excerpted from the Settlement Agreement and included here for your reference. All capitalized terms have the meaning provided in the Settlement Agreement.

1.1 Upon Final Approval, and in consideration of the promises and covenants set forth in this Settlement Agreement, the Releasing Persons will be deemed to have completely released and forever discharged the Released Defendants from any and all past, present and future claims, counterclaims, lawsuits, set-offs, costs, losses, rights, demands, charges, complaints, actions, causes of action, obligations, or liabilities of any and every kind, including without limitation (i) those known or unknown or capable of being known, and (ii) those which are unknown but might be discovered or discoverable based upon facts other than or different from those facts known or believed at this time, including facts in the possession of and concealed by any Released Defendants, and (iii) those accrued, unaccrued, matured or not matured, all from the beginning of the world until today (collectively, the “Released Rights”), that arise out of in any way relate or pertain to (a) Released Rights that were asserted, or attempted to be asserted, or could have been asserted in the Action, (b) the claims asserted or that could have been in the Action; and/or (c) any violation and/or alleged violation of state and federal law, whether common law or statutory, arising from or relating to the conduct and/or omissions described in Paragraph 4.01(a)-(b) above.

The Released Rights include any right or opportunity to claim, seek, or obtain restitution, disgorgement, injunctive relief, or any other benefit as a member of the general public, under California Business and Professions Code section 17200, *et seq.*, or otherwise. Further, without in any way limiting the foregoing, the Released Rights specifically extend to and include claims that the Releasing Persons do not know or suspect to exist in their favor at the time of the Final Approval. This Paragraph constitutes a release and waiver of, without limitation as to any other applicable law, Section 1542 of the California Civil Code, and any and all similar laws of other states. Section 1542 of the California Civil Code provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Representative Plaintiffs understand and acknowledge, and each Class Member shall be deemed to understand and acknowledge, the significance of these releases and of this waiver of California Civil Code Section 1542 and of any and all similar laws of other states relating to limitations on releases, including without limitation, limitations on releases of unknown or unliquidated claims. In connection with such releases, waiver, and relinquishment, Representative Plaintiffs acknowledge, and all Class Members shall be deemed to acknowledge, that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of the Settlement and releases, but that it is their intention to release fully, finally, and forever all Released Rights, and in furtherance of such intention, the releases of the Released Rights will be and will remain in effect notwithstanding the discovery or existence of any such additional or different facts.

This Release shall be included as part of any judgment, so that all released claims and rights shall be barred by principles of *res judicata*, collateral estoppel, and claim and issue preclusion. Class Counsel, Plaintiffs’ Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns (the “Counsel Releasing Parties”) will be deemed to have completely released and forever discharged the Released Persons from any and all past, present and future claims, counterclaims, lawsuits, set-offs, costs, losses, rights, demands, charges, complaints, actions, causes of action, obligations, or liabilities of any and every kind relating to attorney’s fees, costs and expenses of any and every kind relating to the Action upon payment of the Attorney Fee Award.