

ATTACHMENT "A" TO  
CIVIL CONTEMPT ORDER  
FEBRUARY 9, 2011

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

HERBERT W. BROWN, III, et al.,

Plaintiffs,

v.

COLEGIO DE ABOGADOS DE PUERTO  
RICO,

Defendant

CIVIL NO: 06-1645 (JP)

CLASS ACTION

NOTICE OF CLASS ACTION LAWSUIT

PLEASE READ THIS NOTICE CAREFULLY.  
IT EXPLAINS THAT YOU ARE ENTITLED TO A JUDGMENT AGAINST THE  
COLEGIO DE ABOGADOS DE PUERTO RICO.  
THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU.

I. Summary of Important Points

Liability has been established in a federal class action lawsuit in which you were identified as a class member. You are automatically entitled to a judgment in your favor, unless you choose to exclude yourself from the judgment.

You do not need to do anything to have the judgment entered in your favor.

If your address has changed, you should complete the enclosed Change of Address form and submit it to the address indicated on the form so that any payment to you can be sent to your current address. Please note the following important dates:

February 26, 2011 Deadline for submitting Change of Address form (see enclosed form)

February 26, 2011 Deadline to exclude yourself from the judgment (see procedures below)

For more detailed information relating to this class action, please refer to the information set forth below.

**II. Why did I get this notice?**

This is a notice of a class action lawsuit wherein the Colegio de Abogados de Puerto Rico (“Colegio”) was found liable for impermissibly collecting dues from its members from October 2002 to December 2006 which were utilized for a mandatory life insurance program. You have received this notice because records indicate that you were an attorney practicing in the Commonwealth of Puerto Rico local courts from 2002-2006, who was obligated to pay the Colegio the annual membership renewal fee in order to practice law in this jurisdiction. Your legal rights will be affected by the judgment to be entered in this lawsuit.

Please read this notice carefully. It explains the lawsuit, the finding of liability, and your legal rights.

**III. What is this lawsuit about?**

This lawsuit was filed on June 27, 2006, in the United States District Court for the District of Puerto Rico and assigned case number CV 06-1645 (JP). Plaintiffs Herbert W. Brown III, José L. Ubarri, and David W. Román claimed that they were required to purchase a compulsory life insurance policy as a precondition to their ability to practice law in Puerto Rico in violation of the First Amendment of the United States Constitution and 42 U.S.C. §1983.

Plaintiffs’ claims were that the Colegio’s compulsory life insurance program was not germane to the purposes that justify an integrated bar association, and therefore violated the First Amendment of the United States Constitution.

On September 26, 2008, the United States District Court for the District of Puerto Rico granted summary judgment in favor of Plaintiffs and found the Colegio liable for “damages to compensate the members of the Colegio whose dues were allocated to the compulsory life insurance program from the entry of the Romero decision in 2002 until the present . . .” Brown v. Colegio de Abogados de Puerto Rico, 579 F. Supp. 2d 211, 222 (D.P.R. 2008).

On April 27, 2009, the United States District Court for the District of Puerto Rico entered an Amended Final Judgment in favor of Plaintiffs.

On July 23, 2010, the United States Court of Appeals for the First Circuit affirmed the District Court’s finding of liability against Colegio. Also, the First Circuit vacated the District Court’s judgment insofar as it determined the amount of damages and remanded the case to allow notice to be given to Class Members including their right to opt out of the Class. The First Circuit determined that, after the expiration of the notice period, the District Court should reinstate the damage award as calculated before but this time excluding damages otherwise attributable to those who opted out of the Class. Brown v. Colegio de Abogados de Puerto Rico, 613 F.3d 44 (1st Cir. 2010).

**IV. Why is this a class action?**

In a class action, one or more persons, called "Class Representatives" (in this case Herbert W. Brown III, José L. Ubarri, and David W. Román) sue on behalf of people who have similar claims. All of these people together are a "Class" or "Class Members." The Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

**V. Who are Class Members?**

You received this notice because the Colegio's records identified you as a Class Member entitled to damages. That means that you fit the description of the Damages Class, which the Court has certified. The certified Damages Class consists of all attorneys practicing in the Commonwealth of Puerto Rico local courts from 2002-2006, who were obligated to pay the Colegio de Abogados their yearly annual membership renewal fee in order to practice law in this jurisdiction.

**VI. What will the judgment provide?**

Judgment will be entered against the Colegio for damages based on the amount of the individual membership fees paid by Class Members to the Colegio from 2002 - 2006 which were impermissibly attributed to the compulsory life insurance program. This amount may total up to four million one hundred fifty six thousand nine hundred eighty eight dollars and seventy cents (\$4,156,988.70). Judgment will also be entered for interest, costs and attorney's fees, in an amount in addition to the damage figure. No attorney's fees will be deducted from the Damages Class' judgment or recovery.

The Court has also issued a permanent injunction as follows:

Defendant Colegio de Abogados de Puerto Rico is hereby prohibited from collecting from its members that portion of their future annual dues attributable to the Colegio's mandatory group life insurance program. Failure to comply with this Judgment will result in an immediate reimbursement of the funds allocated for compulsory life insurance, or an Order of Execution against the property and assets of the Colegio.

**VII. How much will my judgment be?**

If you do not opt out of the Damages Class, judgment will be entered in your favor in the amount of the membership dues you actually paid to the Colegio from 2002 - 2006 which were impermissibly attributed to the compulsory life insurance program. Those amounts impermissibly attributed to the compulsory life insurance program on an annual basis are as follows:

2002: \$ \_\_\_\_  
2003: \$ \_\_\_\_  
2004: \$ \_\_\_\_

2005: \$ \_\_\_\_  
2006: \$ \_\_\_\_

If you paid the membership dues for multiple years from 2002-2006, you are entitled to the sum of the amounts impermissibly attributed to the compulsory life insurance program from each of the years that you paid the membership dues.

**VIII. How are the damages determined?**

The damage figures represent all funds impermissibly attributed to the compulsory life insurance program from October 2002 until December 2006, when the compulsory life insurance program was discontinued.

**IX. What will happen if I do nothing?**

You have already been identified as a Class Member and are entitled to a judgment in your favor in the amount of the membership dues paid by you to the Colegio from October 2002 - December 2006 which were impermissibly attributed to the compulsory life insurance program. If you take no action, a judgment in that amount will be entered in your favor. Judgment in your favor means the Colegio will legally owe you a payment in that amount, plus interest.

Counsel representing the Class will pursue a collection effort on your behalf to satisfy the judgment by the Colegio making a payment to you in the amount owed.

**X. Am I giving up any rights if judgment is entered in my favor?**

Unless you exclude yourself from the judgment, you will be considered a member of the Damages Class, which means you give up your right to sue or continue a lawsuit against the Colegio regarding the legal issues that were raised or could have been raised in this case. Regarding the possibility of recovering additional damages, the First Circuit Court of Appeals has clearly stated that the damages award already established in this case is "seemingly the best relief imaginable."

**XI. Can I exclude myself from the judgment?**

You may exclude yourself from the judgment. If you exclude yourself from the judgment, you will not have judgment entered in your favor, you will not receive any money from this class action lawsuit, but you will retain the right to sue the Colegio separately, at your own expense, for any claims you might have.

**XII. How do I exclude myself from the judgment?**

If you wish to be excluded, you must mail a written request for exclusion to **Brown v. Colegio de Abogados Administrator** at:

Brown v. Colegio de Abogados Administrator  
P.O. Box 2439  
Faribault, MN 55021-9139

Your request for exclusion must be in writing and postmarked **on or before February 26, 2011**. The request must state: "I do not want to be part of the Damages Class in Brown v. Colegio de Abogados de Puerto Rico, CV 06-1645 (JP)." The request should be signed, with your name, address, and telephone number printed below your signature. The address you use should be the address to which this notice was mailed, so that you can be properly identified. You will be a member of the Damages Class entitled to entry of judgment if a request for exclusion is not timely postmarked.

**If prior to the issuance of this notice you have filed an anticipatory notice of intent to opt out with the Clerk of the U.S. District Court for the District of Puerto Rico, with the Colegio de Abogados de Puerto Rico or through CM-ECF directly, you must still reaffirm your opt out decision by following the procedures for opting out set out in this notice.**

**XIII. What additional rights do I have?**

You, as a Class Member, may enter an appearance in this case though an attorney if you so desire.

**XIV. Who represents the Class?**

The attorneys who have been appointed by the Court to represent the Damages Class are:

David C. Indiano, Esq.  
Seth A. Erbe, Esq.  
INDIANO & WILLIAMS, P.S.C.  
207 Del Parque; 3rd Floor  
San Juan, PR 00912  
Tel: (787) 641-4545  
Fax: (787) 641-4544

Andrés W. López, Esq.  
THE LAW OFFICES OF  
ANDRES W. LOPEZ, P.S.C.  
207 del Parque St., 3rd Floor  
San Juan, Puerto Rico 00912  
Tel: (787) 641-4541  
Fax: (787) 641-4544

**XV. Where can I get additional information?**

This notice is only a summary of the issues related to the issuance of the judgment in this case. All pleadings and documents filed in Court, may be reviewed or copied at the Clerk of Court, United

States District Court for the District of Puerto Rico and United States Court of Appeals for the First Circuit. Additionally, the following opinions have been published: Brown v. Colegio de Abogados de Puerto Rico, 579 F. Supp. 2d 211 (D.P.R. 2008); Brown v. Colegio de Abogados de Puerto Rico, 613 F.3d 44 (1st Cir. 2010).

An automated telephone system has also been established to provide information regarding this notice and can be reached at 1-866-329-4703.

For information visit [www.colegiolitigation.com](http://www.colegiolitigation.com).

Please do not call the Court about this case. Neither the Judge, nor the Clerk of Court, will be able to give you advice about this case.

Clerk of Court  
United States District Court  
For the District of Puerto Rico

DATED: 01/26/2011

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FOR THE DISTRICT OF PUERTO RICO

HERBERT W. BROWN III, et al.,  
  
Plaintiffs  
  
v.  
  
COLEGIO DE ABOGADOS DE PUERTO  
RICO,  
  
Defendant

CIVIL NO: 06-1645 (JP)

CLASS ACTION

CHANGE OF ADDRESS FORM

If your address has changed, please complete this form and return it to Brown v. Colegio de Abogados Administrator. If your address has not changed, please do not return this form.

Last Name

First Name and Middle Initial

New Address

Former Address

VERIFICATION AND AUTHORIZATION

By submitting this Change of Address Form, I am requesting that any amount collected in satisfaction of the judgment in my favor in Brown v. Colegio de Abogados de Puerto Rico be sent to the New Address listed above.

\_\_\_\_\_  
Sign Your Name Here

\_\_\_\_\_  
Print Your Name Here

\_\_\_\_\_  
Date

Please Return By Mail to: Brown v. Colegio de Abogados Administrator  
P.O. Box 2439  
Faribault, MN 55021-9139