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**WRAP FEE PROGRAM BROCHURE**

**FORM ADV PART 2A  
APPENDIX 1**

**This Wrap Fee Program brochure provides information about the qualifications and business practices of Wallington Asset Management. Please contact us at telephone number 317-575-8670, if you have any questions about the contents of this brochure. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.**

**Additional information about Wallington Asset Management is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for Wallington Asset Management is 143360. The SEC's website also provides information about any persons affiliated with us who are registered, or are required to be registered, as our investment adviser representatives.**

**Wallington Asset Management is a registered investment adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.**

## **Item 2 Summary of Material Changes**

Form ADV Part 2 requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes.

Since our last annual updating amendment dated March 8, 2012, there are no material changes to report.

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## Item 4 Services, Fees and Compensation

Wallington Asset Management is a registered investment adviser based in Indianapolis, Indiana. We are organized as a limited liability company under the laws of the State of Indiana. We have been providing investment advisory services since 2007 as a limited liability company. Wallington was founded in 1988 and has been providing investment advisory services continuously since that time. Terence P. Weiss is our principal owner.

The following paragraphs describe our services and fees. Please refer to the description of each investment advisory service listed below for information on how we tailor our advisory services to your individual needs. As used in this brochure, the words "we", "our" and "us" refer to Wallington Asset Management and the words "you", "your" and "client" refer to you as either a client or prospective client of our firm. Also, you may see the term Associated Person or Investment Adviser Representative throughout this brochure. As used in this brochure, our Associated Persons or Investment Adviser Representatives are our firm's officers, employees, and all individuals providing investment advice on behalf of our firm.

We offer the Wallington Asset Management Wrap Fee Program (the "Program") to prospective and existing advisory clients. The Program is designed to assist our clients (i.e. individuals, trusts, estates, charitable organizations, and corporations) in clarifying their investment needs and to obtain professional asset management for a convenient single "wrap fee."

A "wrap-fee" program is a type of investment program that provides clients with advisory services, investment management and brokerage services for one all-inclusive fee. If you participate in our wrap fee program, you will pay our firm a single fee, which includes our money management fees, certain transaction costs, and custodial and administrative costs. You are not charged separate fees for the respective components of the total services. We receive a portion of the wrap fee for our services. The overall cost you will incur if you participate in our wrap fee program may be higher or lower than you might incur by separately purchasing the types of securities available in the program.

We utilize the brokerage services of Schwab Institutional, a division of Charles Schwab & Co. ("Schwab"), an unaffiliated securities broker-dealer and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation, for the Program. Under the Program, Schwab will act as paying agent on our behalf with respect to collecting advisory fee payments you make for participation in the Program.

To join the Program, you will enter into an investment advisory agreement with our firm and establish a brokerage account with Schwab.

### **Client Investment Process**

Our firm will obtain the financial data from you and assist you in determining the suitability of the Program. We provide continuous, discretionary asset management services. Our investment advice varies depending upon your life situation, desires, objectives, and other preferences.

Investments and allocations are determined and based upon your predefined objectives, risk tolerance, time horizon, financial horizon, financial information, and other various suitability factors that are determined. Accounts are managed on an individualized basis. Further restrictions and guidelines imposed by you may affect the composition and performance of your portfolio. For these reasons, performance of your portfolio may not be identical to the average client of our firm.

### **Changes in Your Financial Circumstances**

In providing the contracted services, we are not required to verify any information we receive from you or from your other professionals (e.g. attorney, accountant, etc.) and we are expressly authorized to rely on the information you provide. Furthermore, unless you indicate to the contrary, we shall assume that there are no restrictions on our services, other than to manage your account in accordance with your designated investment objectives. Moreover, it remains your absolute responsibility to promptly notify us if there are ever any changes in your financial situation or investment objectives for the purpose of reviewing/evaluating/revising our previous recommendations and/or services.

### **Fees and Expenses of the Program**

You will be charged an advisory fee every calendar quarter (Fee). The Fee charged to the account is negotiable and is set forth in the agreement for services (Agreement). Upon entering into the Agreement, you will open a brokerage account with Schwab who provides you with securities custody and execution services.

The amount of our annualized Fee is as follows:

<u>Portfolio Size</u>	<u>Annual Fees*</u>
On the first \$1,000,000	1.25%
On the next \$4,000,000	1.00%
Over \$5,000,000	0.60%

*\*The above "wrap-fee" includes all advisory and brokerage costs (including transaction costs), quarterly performance reports, third party custodial fees, exchange fees and transfer taxes.*

Our annual Fee is billed and payable quarterly in advance based on the value of your account on the last day of the previous quarter. If the portfolio management Agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client. Our advisory fee is negotiable, depending on individual client circumstances. Under no circumstance will we require prepayment of a fee more than six months in advance and in excess of \$500.

The percentages shown in the fee schedule will be adjusted in situations that do not require the entire process of determining investment objectives, asset allocation/investment management and on-going availability for meetings either in person or via telephone, or where the structure of the portfolio to meet your investment objectives warrants such an adjustment.

We will deduct our fee directly from your account through Schwab. We will deduct our advisory fee only when you have given our firm written authorization permitting the fees to be paid directly from your account. Further, the qualified custodian will deliver an account statement to you at least quarterly. These account statements will show all disbursements from your account. You should review all statements for accuracy.

At our discretion, we may combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above.

Either you or our firm may terminate the Agreement within five days from the date of acceptance without

penalty to you. After the five-day period, either you or our firm may terminate the Agreement upon 10-days' written notice to our firm. You will incur a pro rata charge for services rendered prior to the termination of the Agreement, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees, unless a minimum charge per quarter was established at the beginning of the advisory relationship.

Upon termination of accounts held at Schwab, Schwab delivers securities and funds held in the account per your instructions, unless you request that the account be liquidated. After the Agreement has been terminated, transactions are processed at the prevailing brokerage rates. You will be responsible for monitoring your own assets and our firm will have no further obligation to act or provide advice with respect to those assets.

### **Wrap Fee Program Disclosures**

- The benefits under a wrap fee program depend, in part, upon the size of the Account, the management fee charged and the number of transactions likely to be generated in the Account. For example, a wrap fee program may not be suitable for Accounts with little trading activity. In order to evaluate whether a wrap fee program is suitable for you, you should compare the Program Fee and any other costs of the Program with the amounts that would be charged by other advisers, broker-dealers, and custodians, for advisory fees, brokerage and other execution costs, and custodial services comparable to those provided under the Program.
- In considering the investment programs described in this brochure, you should be aware that participating in a wrap fee program may cost more or less than the cost of purchasing advisory, brokerage, and custodial services separately from other advisers or broker-dealers.
- Our firm receives compensation as a result of your participation in the Program. This compensation may be more than the amount our firm would receive if you paid separately for investment advice, brokerage, and other services. Accordingly, a conflict of interest exists because our firm has a financial incentive to recommend the Program.
- Similar advisory services may be available from other registered investment advisers for lower fees.

### **Mutual Fund and Exchange Traded Fund Charges**

As part of the Program, we may invest, or recommend that you invest, in mutual funds and exchange traded funds. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses including, but not limited to, redemption fees, 12b-1 fees, expense ratios or other applicable regulatory fees. Our Program Fee does not include fees or expenses which may be associated with individual mutual funds and exchange traded funds.

### **Additional Fees And Expenses**

The Program Fee includes the costs of brokerage commissions for transactions executed through Schwab and charges relating to the settlement, clearance, or custody of securities in your account. The Program Fee does not include mark-ups and mark-downs, dealer spreads or other costs associated with the purchase or sale of securities, interest, taxes, or other costs, such as national securities exchange fees, charges for transactions not executed through the qualified custodian, costs associated with exchanging

currencies, wire transfer fees, or other fees required by law or imposed by third parties. Your account will be responsible for these additional fees and expenses.

### **Investment or Brokerage Discretion**

You will grant our firm discretion over the selection and amount of securities to be purchased or sold for your Account without obtaining your consent or approval prior to each transaction. You may specify investment objectives, guidelines, and/or impose certain conditions or investment parameters for your account(s). For example, you may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or restrictions or prohibitions of transactions in the securities of a specific industry or security.

### **Brokerage Practices**

If you participate in the Program, you will be required to establish an account with the institutional division of Charles Schwab & Co., Inc. ("Schwab"), an unaffiliated securities broker-dealer, member of the Financial Industry Regulatory Authority (FINRA) and the Securities Investor Protection Corporation (SIPC).

Schwab provides our firm with access to its institutional trading and custody services, which are typically not available to Schwab retail investors. These services generally are available to independent investment advisers on an unsolicited basis at no charge to them so long as a total of at least \$10 million of their clients account assets are maintained at Schwab. Such services are not otherwise contingent upon our firm committing to Schwab any specific amount of business (either in custody or trading). Schwab services may include research, brokerage, custody, access to mutual funds and other investments that are otherwise available only to institutional investors or would require significantly higher minimum initial investments.

We believe that Schwab provides quality execution services for you at competitive prices. Price is not the sole factor we consider in evaluating best execution. We also consider the quality of the brokerage services provided by Schwab, including the value of research provided, the firm's reputation, execution capabilities, commission rates, and responsiveness to our clients and our firm.

Schwab also makes available to our firm other products and services that benefit our firm but may not benefit our client accounts. These benefits are not part of a "soft dollar" arrangement. Some of these other products and services assist us in managing and administering our client accounts. These products and services include software and other technology that: provide access to our client account data (such as trade confirmations and account statements); facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts); provide research, pricing information, and other market data; facilitate payment of our fees from client accounts and assistance with back-office functions, recordkeeping, and client reporting. Generally, many of these services may be used to service all or a substantial number of our client accounts, including accounts not maintained at Schwab.

Schwab also makes available to our firm other services intended to help us manage and further develop our business enterprise. These services may include consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, and marketing. In addition, Schwab may make available, arrange and/or pay for these types of services rendered to us by independent third parties. Schwab may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third party providing these services to our firm.

As a fiduciary, our firm endeavors to act in the best interests of our clients. However, our recommendation that our clients maintain their assets in accounts at Schwab may be based in part on benefits provided to our firm or by the availability of some of the foregoing products and services and not

solely on the nature, cost, or quality of custody and brokerage services provided by Schwab, which may create a potential conflict of interest.

### **Block Trades**

We combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "block trading") whenever possible. We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Subject to our discretion regarding factual and market conditions, when we combine orders, each participating account pays an average price per share for all transactions. Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment.

We do not combine multiple orders for shares of the same mutual funds purchased for advisory accounts because mutual funds do not trade in blocks.

## **Item 5 Account Requirements and Types of Clients**

We offer investment advisory services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations, and other business entities.

Generally, we require a minimum average account size of \$1,000,000 to participate in our Wrap Fee Program. Accounts not meeting this minimum may be subject to a higher annual percentage rate not to exceed 1.75% of assets under management. At our discretion, the minimum account size may be waived or lowered.

## **Item 6 Investment Selection and Evaluation**

### **Performance-Based Fees and Side-by-Side Management**

We do not accept performance-based fees or participate in side-by-side management. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Our fees are calculated as described in the Advisory Business section above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

### **Methods of Analysis, Investment Strategies and Risk of Loss**

We may use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

- Charting Analysis - involves the gathering and processing of price and volume information for a particular security and financial indices. This price and volume information is analyzed using mathematical equations. The resulting data is then applied to graphing charts, which is used to assess the probability of future price movements based on price patterns and trends.
- Technical Analysis - involves studying past price patterns and trends in the financial markets to assess the probability of the direction of both the overall market and specific stocks.
- Fundamental Analysis - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience



and expertise of the company's management, and the outlook for the company's industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.

- Cyclical Analysis - involves the gathering and analyzing of economic information to assess current and expected future economic conditions and how those conditions may impact a particular asset class, sector or specific security.
- Long Term Purchases - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.
- Short Term Purchases - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.

Our investment strategies and advice may vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial horizon, financial information, liquidity needs, and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio.

The risk of market timing based on technical and charting analysis is that charts may not accurately predict future price movements. Current prices of securities may reflect all information known about the security and day to day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy. The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance. The risk of cyclical analysis is that economic/business cycles may not be predictable and may have many fluctuations between long term expansions and contractions. The lengths of economic cycles may be difficult to predict with accuracy and therefore the risk of cyclical analysis is the difficulty in predicting economic trends and consequently the changing value of securities that would be affected by these changing trends.

Long term purchases may also be affected by unforeseen long term changes in the company in which you are invested or in the overall market. Short term trading generally involves a greater degree of risk than long term trading due to market volatility over a short period of time.

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout the investing of your assets.

Moreover, as a result of revised IRS regulations, custodians and broker-dealers will begin reporting the cost basis of equities acquired in client accounts on or after January 1, 2011. Your custodian will default to the FIFO (First-In First-Out) accounting method for calculating the cost basis of your investments. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax advisor believes another accounting method is more advantageous, please provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Please note that decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

### **Risk of Loss**

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot

offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

### **Proxy Voting**

Proxy votes generally will be cast in favor of proposals that maintain or strengthen the shared interests of shareholders and management, increase shareholder value, maintain or increase shareholder influence over the issuer's board of directors and management, and maintain or increase the rights of shareholders. Unless we receive specific instructions from you, we will not base votes on social considerations.

Except in the case of a conflict of interest as described below, we do not accept direction from you on voting a particular proxy. Conflicts of interest between you and our firm, or a principal of our firm, regarding certain proxy issues could arise. If we determine that a material conflict of interest exists, we will take the necessary steps to resolve the conflict before voting the proxies. For example, we may disclose the existence and nature of the conflict to you, and seek direction from you as to how to vote on a particular issue; we may abstain from voting, particularly if there are conflicting interests for you (for example, where your account(s) hold different securities in a competitive merger situation); or, we will take other necessary steps designed to ensure that a decision to vote is in your best interest and was not the product of the conflict.

Our firm uses the services of Broadridge Financial Solutions ("Broadridge") to assist in the voting of our client proxies according to our proxy voting policy. Broadridge will receive ballots from the various custodians, tabulate the ballots, and provide electronic voting and client reporting.

We keep certain records required by applicable law in connection with our proxy voting activities. You may obtain information on how we voted proxies and/or obtain a full copy of our proxy voting policies and procedures by making a written or oral request to our firm.

## **Item 7 Client Information Provided to Third Parties**

As required, in order to provide the Program services, we will provide your private information to Schwab as your account custodian. We may also provide your private information to mutual fund companies. We will only share the information necessary in order to carry out our obligations to you in servicing your account. We share your personal account data in accordance with our privacy policy as described below.

### **Your Privacy**

We view protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

We do not disclose any nonpublic personal information about you to any nonaffiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker-dealers, accountants, consultants, and attorneys.

We restrict internal access to nonpublic personal information about you to employees, who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your nonpublic personal information and to ensure our integrity and confidentiality. We will not sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or

required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm. Thereafter, we will deliver a copy of our privacy notice to you on an annual basis. Please contact us at the telephone number on the cover page of this brochure if you have any questions regarding this policy.

## **Item 8 Client Contact with Portfolio Managers**

As the Sponsor and sole portfolio manager of the Program, we will not share your private information with any other program manager.

## **Item 9 Additional Information**

### **Disciplinary Information**

Neither our firm nor any of our Associated Persons has any reportable disciplinary information.

### **Other Financial Industry Activities and Affiliations**

We have not provided information on other financial industry activities and affiliations because we are not affiliated, through control or ownership, with any of the types of entities listed below.

1. broker-dealer, municipal securities dealer, or government securities dealer or broker
2. investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund)
3. other investment adviser or financial planner
4. futures commission merchant, commodity pool operator, or commodity trading advisor
5. banking or thrift institution
6. accountant or accounting firm
7. lawyer or law firm
8. insurance company or agency
9. pension consultant
10. real estate broker or dealer
11. sponsor or syndicator of limited partnerships

### **Description of Our Code of Ethics**

We strive to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for our Associated Persons. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All of our Associated Persons are expected to adhere strictly to these guidelines. Our Code of Ethics also requires that certain persons associated with our firm submit reports of their personal account holdings and transactions to a qualified representative of our firm who will review these reports on a periodic basis. Persons associated with our firm are also required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm. You may obtain a copy of our Code of Ethics by contacting us at the telephone number on the cover page of this brochure.

### **Personal Trading Practices**

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To eliminate this conflict of interest, it is our policy that neither our Associated Persons nor we shall have priority over your account in the purchase or sale of securities.

### **Reviews of Accounts**

Terrence Weiss, Managing Member/President and Jeffrey Dowden, Executive Vice President/Portfolio Manager, will review individual security positions on a daily basis. The equities sector will be managed based upon internally driven fundamentals and valuation-oriented models with disciplined objectives. When the fundamentals and/or valuations are determined to have changed, appropriate responses will be made. The fixed income sector will also be closely monitored with factors such as, but not limited to, perceived changes in the Federal Reserve policy and changing yield curves providing the major impetus for any changes in a portfolio. Approximately once per week, each client's portfolio will be reviewed (where appropriate) to ensure the proper percentage allocation of assets is maintained. Account reviews are performed as a function of the Wallington Asset Management portfolio management process. Reviewing consists of, but is not limited to; analysis of allocations across asset classes, sectors and industry groups, portfolio and security performance analysis and maintenance of the client's investment objectives.

Quarterly, or more frequently upon request, we provide reports to you that include the value of your portfolio and the specific investments currently held. In addition, you will receive trade confirmations, monthly or quarterly statements, and year-end tax statements from your account custodian(s).

### **Client Referrals and Other Compensation**

We do not receive any compensation from any third party in connection with providing investment advice to you; however, please refer to the "Brokerage Practices" section above for disclosures on research and other benefits we may receive resulting from our relationship with Schwab.

We directly compensate non-employee (outside) individuals, and/or entities (Solicitors) for client referrals. In order to receive a cash referral fee from our firm, Solicitors must comply with the requirements of the jurisdictions in which they operate. If you were referred to our firm by a Solicitor, you should have received a copy of this brochure along with the Solicitor's disclosure statement at the time of the referral. If you become a client, the Solicitor that referred you to our firm will receive a percentage of the advisory fee you pay our firm for as long as you are a client with our firm, or until such time as our agreement with the Solicitor expires. You will not pay additional fees because of this referral arrangement. Referral fees paid to a Solicitor are contingent upon your entering into an advisory agreement with our firm. Therefore, a Solicitor has a financial incentive to recommend our firm to you for advisory services. This could create a conflict of interest between you and the Solicitor; however, you are not obligated to retain our firm for advisory services.

Solicitors that refer business to more than one investment adviser may have a financial incentive to recommend advisers with more favorable compensation arrangements. We recommend that you request Solicitors to disclose to you whether multiple referral relationships exist and whether comparable services may be available from other advisers for lower fees and/or where the Solicitor's compensation is less favorable.

### **Financial Information**

We are not required to provide a balance sheet or other financial information to our clients, because we do not require the prepayment of fees in excess of \$1,200 and six months or more in advance; we do not take custody of client funds or securities; and, we do not have a financial condition that is reasonably likely to

impair our ability to meet our commitments to you.

**Questions**

Enrique J. Rendon, Chief Compliance Officer of our firm is available to address any questions you may have regarding the information contained in this brochure. You may contact Mr. Rendon at the phone number on the cover of this brochure.

**Class Action Lawsuits**

Our firm uses the services of RiskMetrics Group to assist in the filing and recovery of future class action settlement claims on your behalf. This service should require little, if any, involvement from you. All necessary information to participate in a class action settlement will be gathered and filed directly by RiskMetrics. You may continue to receive class action notices directly, however this does not always indicate that you are eligible to receive a benefit under the proposed class action.