

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

Thomas E. Whatley, on behalf of himself and others similarly situated,	§	
	§	Civil Action No.: 4:17-cv-00133-ALM
	§	
Plaintiff	§	
	§	
vs.	§	
	§	
TeleCheck Services Inc., and TRS Recovery Services, Inc.,	§	
	§	
	§	
Defendants	§	

NOTICE OF CLASS ACTION SETTLEMENT

You have been identified by TRS Recovery Services, Inc. as a potential member of a class.

A Federal Court authorized this Notice. This is not a solicitation from a lawyer, and you are not being sued.

IF TRS RECOVERY SERVICES, INC. SENT YOU AN INITIAL WRITTEN COMMUNICATION TO A TEXAS ADDRESS BETWEEN FEBRUARY 22, 2016 AND FEBRUARY 22, 2017, IN CONNECTION WITH THE COLLECTION OF A CONSUMER DEBT, YOU MAY BE ENTITLED TO PAYMENT FROM A CLASS ACTION SETTLEMENT.

- A consumer sued TRS Recovery Services, Inc. (“Defendant”) alleging that Defendant sent initial debt collection letters to consumers that violated the federal Fair Debt Collection Practices Act (“FDCPA”).
- A settlement will provide \$120,000 (the “Fund”) to fully settle and release claims of persons who Defendant, on behalf of TeleCheck Services, Inc., mailed an initial debt collection communication to a Texas address between February 22, 2016 and February 22, 2017, in connection with the collection of a consumer debt.
- The Fund will be used to pay settlement amounts to class members who elect to participate, after deducting the costs of notice and administration of the settlement, and \$1,000 for the Class Representative. Defendant will separately pay Class Counsel’s reasonable attorneys’ fees, expenses, and costs up to \$62,500.
- Your legal rights are affected, and you now have a choice to make:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING

If you do nothing, you will not receive a settlement award, and you will give up your rights to sue Defendant for the claims resolved in this case.

SUBMIT A CLAIM FORM	If you submit a valid claim form by June 18, 2018, you will receive a pro-rata payment from the Fund and will give up your rights to sue Defendant based on any of the released claims. If you submit a valid and timely claim, Class Counsel estimates that your share of the Fund will be between \$34 and \$136.
EXCLUDE YOURSELF FROM THE CASE	This is the only option that allows you to sue Defendant on your own regarding the legal claims in this case, but you will not receive a settlement payment. The deadline for excluding yourself is June 18, 2018.
OBJECT TO THE SETTLEMENT	Write to the Court about why you do not like the settlement. The deadline for objecting is June 18, 2018.

- Your options are explained in this Notice.
- The Court in charge of this case still must decide whether to approve the settlement. Settlement payments will be made if the Court approves the settlement, and after any appeals are resolved. Please be patient.
- **Any questions? Read on.**

1. Why should I read this Notice?

If Defendant, on behalf of TeleCheck Services, Inc., mailed you an initial debt collection communication to a Texas address between February 22, 2016 and February 22, 2017, in connection with the collection of a consumer debt, this settlement may affect you. The Honorable Judge Amos L. Mazzant of the United States District Court for the Eastern District of Texas is overseeing this class action. The lawsuit is known as *Whatley v. TeleCheck Services Inc., et al.*, Case No. 4:17-cv-00133-ALM (E.D. Tex.).

2. What is this lawsuit about?

This lawsuit is about whether certain language included in debt collection letters sent by Defendant violates the FDCPA. Defendant denies that it acted unlawfully.

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

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. In this case, the Class Representative is Mr. Thomas E. Whatley. The people together are a “Class” or “Class Members.” The entity that the Class Representative sued—TRS Recovery Services, Inc.—is called the “Defendant” in this case. One court resolves the issues for everyone in the class—except for those people who choose to exclude themselves from the class.

4. Why is this lawsuit a class action?

The Court decided, for settlement purposes, that this lawsuit can be certified as a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal court. Specifically, the Court found that:

- The class is so numerous that combining the claims of all class members in one case would be

impracticable;

- There are legal questions and facts that are common to each of the members of the class;
- Mr. Whatley's claims are typical of the claims of the members of the class;
- Mr. Whatley and the lawyers representing the class will fairly and adequately represent the interests of all class members;
- The common legal questions and facts predominate over questions that affect only individuals; and
- This class action will be more efficient than having many individual lawsuits.

5. What does the lawsuit complain about?

In the lawsuit, the Class Representative alleges that certain language included in Defendant's initial debt collection letters overshadowed and contradicted disclosures mandated by the FDCPA. You can read the Class Action Complaint at www.gdrllawfirm.com. Defendant denies that it did anything wrong and asserts many defenses.

6. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff thinks he could have won at a trial, and Defendant thinks that Plaintiff would not have won at a trial. But there was no trial. Instead, both sides agreed to this settlement. That way, they avoid the risk and cost of a trial, and the class members will receive compensation. Plaintiff and his attorneys think the settlement is best for all class members.

7. How do I know if I am a part of the settlement class?

Defendant's records indicate that you may be a member of the class. You need to determine whether you are affected by this lawsuit. The class is defined as all persons with a Texas address to whom TRS Recovery Services, Inc., on behalf of TeleCheck Services, Inc., mailed an initial debt collection communication between February 22, 2016 and February 22, 2017, in connection with the collection of a consumer debt.

8. What did the Class Representative ask for?

The Class Representative's complaint asked for Defendant to pay statutory damages to each member of the class, and to change its debt collection practices so that they comply with the FDCPA. The Class Representative also sought attorneys' fees and expenses incurred in connection with the prosecution of this action.

9. Do I have lawyers in this case?

The Court has appointed the law firm of Greenwald Davidson Radbil PLLC in Boca Raton, Florida and Austin, Texas, to represent you and the other class members. These lawyers are called Class Counsel. You will not be personally charged by these lawyers. You may retain your own counsel to represent you at your own expense if you would like.

10. How will class counsel be paid?

Class Counsel will ask the Court to approve the payment of their attorneys' fees, costs, and expenses up to \$62,500. The fees will pay Class Counsel for investigating the facts, litigating the case, negotiating the settlement, and obtaining approval of the settlement. The Court may award less than the amount sought by Class Counsel, and Defendant may oppose an application for these fees and costs. Any attorneys' fees and costs awarded to Class Counsel will be paid separate and apart from the Fund and thus will not diminish the Fund or Class Members' payments from the Fund.

11. What does the settlement provide?

Defendant has agreed to pay \$120,000 into a Fund, which will be used to pay settlement amounts to class members who elect to participate, after deducting the costs of notice and administration of the settlement, and \$1,000 for the Class Representative. The remaining money in the Fund will be divided equally among all class members who submit timely and valid claims. In addition, and separate from the Fund, Defendant will pay reasonable attorneys' fees, costs, and expenses to Class Counsel, as approved by the Court. Defendant also agreed to change some of the language in initial written communications it sends to persons in the future, in connection with the collection of a consumer debt.

12. How much will my payment be?

Class Counsel estimates that your share of the Fund will be between \$34 and \$136. Your share of the Fund may be more or may be less, depending on how many other people participate in the Settlement.

13. Does this settlement mean that I do not have to pay the money TRS Recovery Services, Inc. is trying to collect from me?

No. This settlement does **not** impact any debt that Defendant is collecting from you, or has attempted to collect from you, including any debt for which you have entered into a payment plan. In other words, this settlement does not relieve you of any obligation to pay any debt owed, assuming you otherwise owe the debt.

14. What am I giving up to stay in the Class?

Unless you exclude yourself from the settlement, you will be part of the settlement, and you will be bound by the release of claims in the settlement. This means that, if the settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or its related companies regarding any of the released claims. If you do intend to exclude yourself and sue on your own, you should be aware of applicable statutes of limitations that may bar your claim.

15. How can I get a settlement award?

To qualify for a payment, you must mail a claim form, postmarked no later than June 18, 2018 to First Class, Inc. First Class, Inc./ J13771- Whatley, 5410 W. Roosevelt Rd. Ste. 222, Chicago, IL 60644-1490. Read the instructions carefully.

16. How do I get out of the settlement?

If you do not want a payment from this settlement, and you want to keep the right to sue or continue to sue Defendant, then you must take steps to get out of the settlement class. This is called "excluding yourself" from the settlement.

To exclude yourself from the settlement, you must send a letter by mail that (a) is signed by you; (b) includes your full name, address and phone number, and email address (if available); and (c) includes the following statement: "I/we request to be excluded from the settlement in the Whatley action," or words to that effect. No request for exclusion will be valid unless all of the information described above is included.

You must mail your exclusion request postmarked no later than June 18, 2018 to the following address:

First Class, Inc.
First Class, Inc./ J13771- Whatley, 5410
W. Roosevelt Rd. Ste. 222, Chicago, IL 60644-1490

17. If I do not exclude myself, can I sue Defendant for the same thing later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Defendant with respect to any of the released claims.

18. If I exclude myself, can I get money from this settlement?

No. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement.

19. How do I tell the Court that I do not agree with the settlement?

If you are a Class Member, you can object to the settlement or any part of the settlement that you think the Court should reject, and the Court will consider your views.

To object, you must send a letter saying that you object to the settlement in Whatley v. Telecheck Services, Inc., et al. Be sure to include (a) your full name, address, telephone number and email address (if available); (b) state the grounds for objection, as well as identify any documents that you desire the Court to consider, including proof that you are a Class Member, and (c) state whether you intend to appear at the fairness hearing on your own or through counsel. In order to be valid, objections must be mailed to both attorneys listed below, and to the Court, **postmarked no later than June 18, 2018.**

James L. Davidson, Esq.
Greenwald Davidson Radbil PLLC
5550 Glades Road, Suite 500
Boca Raton, FL 33431

David R. Esquivel
Bass, Berry & Sims PLC
150 3rd Avenue South, Suite 2800
Nashville, TN 37201

Clerk of the Court
United States District Court
Eastern District of Texas
Paul Brown United States Courthouse
101 East Pecan Street
Sherman, TX 75090

20. What is the difference between objecting and excluding yourself?

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the settlement. Excluding yourself means that you do not want to be part of the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

21. What happens if I do nothing at all?

If you do nothing, you will remain in the settlement and you will give up your rights to sue Defendant and its related companies over any of the released claims. You will not receive a settlement payment.

22. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at 10:00 a.m. on August 6, 2018, at the United States District Court for the Eastern District of Texas, Paul Brown United States Courthouse, 101 East Pecan Street, Sherman, TX 75090. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 19 above, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to award to Class Counsel in attorneys' fees, costs, and expenses.

You do not need to attend the final approval hearing. Class Counsel will appear on behalf of the Class. But, you are welcome to come, or have your own lawyer appear at your own expense.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 19 above. To speak at the Final Approval Hearing, you must also send a letter stating that it is your "Notice of Intention to Appear in *Whatley v. Telecheck Services, Inc., et al.*" Be sure to include your name, address, telephone number and your signature. Your Notice of Intention to Appear must be postmarked no later than June 18, 2018 and must be sent to all addresses in Question 19. You cannot speak at the hearing if you excluded yourself from the settlement.

24. Is this the entire settlement agreement?

No. This notice is only a summary of the proposed settlement. More details are in the settlement agreement, which is available at www.gdrlawfirm.com

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, DEFENDANT OR ITS COUNSEL ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CONTACT CLASS COUNSEL AT THE ADDRESS LISTED ABOVE. YOU MAY VISIT CLASS COUNSEL'S WEBSITE AT WWW.GDRLAWFIRM.COM