

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

You may benefit from this class action settlement.

You are not being sued.

If Mortgage Default Services, LLC attempted to collect a debt from you between October 10, 2016 and October 10, 2017, you may benefit from the settlement of this class action lawsuit.

This case is titled *Delia Aikens v. Mortgage Default Services, LLC*,
Case No. 2:17-cv-01519-RSL.

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

- A consumer sued Mortgage Default Services, LLC (“MDS” or “Defendant”) alleging that the company failed to provide certain disclosures when attempting to collect debts, in violation of federal law.
- A settlement will provide \$5,051.22 (the “Fund”) in statutory damages to fully settle and release claims of Washington and California consumers from whom MDS, between October 10, 2016 and October 10, 2017, attempted to collect consumer debts.
- While two other defendants (Panatte, LLC and Land Home Financial Services, Inc.) also were named in the lawsuit identified above, those defendants are not a part of this settlement.
- The Fund created by MDS will be used to pay pro-rata settlement awards to all class members who do not exclude themselves. MDS separately will pay statutory damages to the named plaintiff, class counsel’s attorneys’ fees, costs, and expenses, as well as the costs of notice and administration of the settlement.
- Your legal rights are affected, and you now have a choice to make:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING AND REMAIN IN THE SETTLEMENT	If you were the subject of debt collection efforts by Mortgage Default Services, LLC whereby it failed to provide certain disclosures alleged to be required by law, you will receive a cash payment as explained in Section No. 6 below. Class members who do not exclude themselves will receive a cash payment of approximately \$58 if the settlement is approved.
EXCLUDE YOURSELF	You will receive no benefits, but you will not be giving up your legal claims against Mortgage Default Services, LLC.
OBJECT TO THE SETTLEMENT	Write to the Court about why you dislike the settlement.

These rights and options, and the deadlines to exercise them, are explained below.

1. Why did I get this notice?

The Plaintiff, Delia Aikens, filed a class action lawsuit alleging that Mortgage Default Services, LLC and certain other co-defendants violated the Fair Debt Collection Practices Act (“FDCPA” or “the Law”) by attempting to collect consumer debts without providing disclosures mandated by federal law. You received this notice because you have been identified from MDS’s records as one such person to whom MDS sent an allegedly violative debt collection communication during the relevant time period.

2. What is this lawsuit about?

In this lawsuit, Plaintiff claimed that MDS and its co-defendants violated the Law by attempting to collect consumer

debts without providing certain mandatory disclosures. MDS denies that its conduct violated the Law and has asserted affirmative defenses to Plaintiff's claims.

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 Ms. Delia Aikens. The people together are called a "class" or "class members"—and you are one of the class members. 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 there a settlement?

The Court did not decide in favor of Plaintiff or MDS. Instead, in order to avoid the cost, risk, delay of litigation, and uncertainty of trial, MDS and Plaintiff agreed to settle. Plaintiff and class counsel believe the settlement is fair, reasonable, and adequate, and in the best interests of all class members.

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

The Court has decided that everyone falling under the following definition is a class member:

All persons (1) with a Washington or California address, (2) to whom Mortgage Default Services, LLC sent an initial written communication, (3) between October 10, 2016 and October 10, 2017, (4) in connection with the collection of a consumer debt, (5) that did not disclose that Mortgage Default Services, LLC is a debt collector who is attempting to collect a debt and that any information obtained would be used for that purpose, and/or (6) that demanded payment on the debt within 30 days of the date of the written communication, and/or (7) that failed to include: (i) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector; and/or (ii) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and/or (iii) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

You have been identified via MDS's records as a member of this class. There are approximately 87 persons in total in this class.

6. What can I get from the settlement?

All class members will receive a cash payment of approximately \$58.

7. When will I receive these benefits?

You will receive these benefits approximately 60 days after the settlement has been finally approved. Please be patient.

8. I want to be a part of the settlement and receive these benefits. What do I do?

You do not have to do anything to receive these benefits. Your settlement check(s) will be mailed to the same address where you received this notice, unless you instruct the class administrator otherwise, as explained below.

9. What am I giving up to receive these benefits?

By staying in the settlement, all of the Court's orders will apply to you, and you give MDS a "release." A release means that you cannot sue or be part of any other lawsuit against MDS about the claims or issues in this lawsuit.

10. Do I still have to pay the debt that Defendant tried to collect from me?

This settlement does not affect any debt that MDS 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 legally owe the debt.

11. How much will the class representative receive?

MDS has agreed to pay \$1,000 to the class representative in settlement of her individual claims.

12. How do I get out of the settlement?

If you do not want to receive the benefits of the settlement, but you want to keep your legal claims against MDS, then you must take steps to get out of the class. This is called excluding yourself.

To exclude yourself from the settlement, you must send a letter by mail stating that you want to be excluded from *Delia Aikens v. Mortgage Default Services, LLC*, Case No. 2:17-cv-01519-RSL. Be sure to include your name, address, telephone number, and email address (if applicable). You must mail your exclusion request so that it is postmarked **no later than November 6, 2018**, and sent to the following address:

First Class, Inc./ J13880-Aikens
5410 W. Roosevelt Road, Suite 222
Chicago, IL 60644-1490

Be sure to include the name and number of the case.

13. If I exclude myself, do I still receive benefits from this settlement?

No, you will not receive anything resulting from the settlement of this case, but you will have the right to sue MDS over the claims raised in this case on your own in a different lawsuit. If you exclude yourself, the time you have in which to file your own lawsuit (called the “statute of limitations”) will begin to run again. You will have the same amount of time to file the suit that you had when this case was filed.

14. Do I have a lawyer in this case?

The Court has named the law firm of Greenwald Davidson Radbil PLLC as class counsel. Class counsel serves the interests of all class members. If you want to be represented by your own lawyer, you may hire one at your own expense. If you choose to hire your own lawyer, he or she must file an appearance by **November 6, 2018**.

15. How will the lawyers be paid?

Class counsel, Greenwald Davidson Radbil PLLC, will ask the Court for an award of attorneys’ fees and reimbursement of costs and expenses in the total amount of \$13,500. You will not be charged by these lawyers; however, they will receive a payment from MDS in an amount of \$13,500, or less, if approved by the Court.

16. Is this a fair settlement?

The FDCPA is a federal statute which provides for both individual actions and class actions.

In an individual action, the person bringing the suit may recover (i) any actual damages suffered; and (ii) statutory damages of between \$0 and \$1,000. In a class action, the maximum possible recovery is (i) any actual damages suffered by the class members; and (ii) the lesser of 1% of the defendant’s net worth or \$500,000. The Court, in its discretion, may award anything from \$0 up to the maximum amount to a prevailing party. In either an individual action or a class action, the person bringing the suit can also recover attorneys’ fees and the expenses of prosecuting the suit, if it is successful.

In this case, based upon MDS’s net worth, class counsel believes this settlement is very favorable to class members, allowing them a recovery that exceeds the statutory damages cap. In light of the violations alleged, and the damages allowed under the Law, class counsel believes this is a fair settlement.

17. What is the Defendant’s view of this settlement?

By settling this lawsuit, MDS is not admitting that it has done anything wrong. MDS expressly denies the claims asserted by Plaintiff and denies all allegations of wrongdoing and liability.

18. How do I tell the Court that I do not like the settlement?

If you are a class member, you can object to the settlement if you dislike it. In order to object to the settlement, or any part of the settlement, you must submit your objection to the Court by **November 6, 2018**, stating that you object and the reasons why you think the Court should not approve the settlement. You must include the name and number of the case: *Delia Aikens v. Mortgage Default Services, LLC*, Case No. 2:17-cv-01519-RSL, your name, address, telephone number, and email address (if applicable). If you are objecting to the settlement, you may also appear at the fairness hearing (explained below).

In addition to filing your objection with the Court, you must also mail your written objection so that it is postmarked no later than **November 6, 2018** to both of the following addresses:

Jesse S. Johnson
Greenwald Davidson Radbil PLLC
5550 Glades Road, Suite 500
Boca Raton, Florida 33431

J. Scott Miller
Law Offices of J. Scott Miller, PS
201 W. North River Drive, Suite 305
Spokane, Washington 99201-2266

Be sure to include the name and number of the case.

19. Where and when will the Court decide whether to approve the settlement?

The Court will hold a fairness hearing at **1:30 p.m.** on **January 10, 2019** at the **United States District Court for the Western District of Washington, 700 Stewart Street, Seattle, Washington 98101**. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable, and adequate, and in the best interests of the class members, and to determine the appropriate amount of compensation for class counsel. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement and compensation for class counsel.

The hearing may be postponed to a later date without notice.

YOU ARE NOT REQUIRED TO ATTEND THIS HEARING.

20. How do I get more information?

This notice is only a summary of the proposed settlement of this lawsuit. All pleadings and documents filed with the Court, including the class action settlement agreement, may be reviewed or copied in the Clerk of Court, United States District Court for the Western District of Washington.

Please do not call the Judge about this case. *Neither the Judge, nor the Clerk of Court, will be able to give you advice about this case. Furthermore, MDS's attorneys do not represent you and cannot give you legal advice.*

Separately, you can call Greenwald Davidson Radbil PLLC, 5550 Glades Road, Suite 500, Boca Raton, FL 33431, the firm representing the class, at (561) 826-5477 if you have any questions. Before doing so, please read this full notice carefully. You can also send an email to jjohnson@gdrllawfirm.com or obtain information through class counsel's website at www.gdrllawfirm.com.

21. What if I have a new address?

If this notice was sent to you at your current address, you need not do anything more to receive further notices or settlement payments concerning this case. However, if this notice was forwarded to you, or if it was otherwise sent to you at an address that is not current, you should notify the class administrator of your new address by writing to:

First Class, Inc./ J13880-Aikens
5410 W. Roosevelt Road, Suite 222
Chicago, IL 60644-1490

DO NOT CONTACT THE COURT REGARDING THIS NOTICE.