

NOTICE AND FREQUENTLY ASKED QUESTIONS (“FAQ”)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT IN RE: MIDLAND CREDIT MANAGEMENT, INC., TELEPHONE CONSUMER PROTECTION ACT LITIGATION

United States District Court for the Southern District of California
Case No. 11-md-2286 MMA (MDD)

**READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED**

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

If you were called on a cellular telephone in the United States by any of the Defendants, Midland Credit Management, Inc. (“MCM”), Midland Funding, LLC or Encore Capital Group, Inc. (collectively, “Defendants”), in connection with an alleged debt using a dialer or by an artificial or prerecorded voice message without prior express consent during the period from November 2, 2006 through August 31, 2014, inclusive (the “Class Period”), you are a class member and your rights may be affected by a class action settlement. Please read the rest of this Notice to find out more.

SUMMARY OF SETTLEMENT, CLAIMS PROCESS, EXCLUDING YOURSELF FROM OR OBJECTING TO THE SETTLEMENT

The Plaintiffs sued the debt collector Defendants in a Class Action for allegedly calling Plaintiffs and other persons (the “Class Members” as defined below) on their cellphones without their prior consent, in violation of the Telephone Consumer Protection Act (“TCPA”), using an automatic telephone dialing system (“Autodialer”) or artificial or prerecorded voice between November 2, 2006 through August 31, 2014 (the “Class Period”). Defendants deny that they violated the TCPA. However, the Parties have reached a settlement of this Class Action whereby Defendants will provide the following to settle the lawsuit: 1) They will provide credits in a total amount of \$13,000,000, on a *pro rata* basis, to the collection accounts maintained by Defendants of all Class Members with outstanding balances who make valid claims, with the individual credit amount to be determined by the number of valid claims submitted; 2) Pay \$2,000,000 which will be divided on a *pro rata* basis among all Class Members submitting valid claims that do not have existing accounts with outstanding balances with Defendants; 3) In addition, Defendants will pay for all costs of notice and claims administration; and 4) Defendants will pay attorneys’ fees and costs of litigation in an amount approved by the court but not to exceed \$2,400,000.

There are two groups of potential claimants. The first group consists of those persons who have accounts with Defendants and for whom Defendants’ records show received calls on their cellphones. The second group consists of persons whose cellphone numbers Defendants called but where Defendants’ records do not show those calls were received by persons with accounts. Defendants generally have a name and address associated with their accounts, but do not have names and addresses for persons without accounts. Therefore, the first group will be sent a postcard providing Notice of the Settlement. The second group will be notified of the settlement through publication and internet notice.

Class members may submit claims through a toll-free number, online through a settlement website, or by mail by downloading and mailing a Claim Form. If the class member received a postcard in the mail with a Claim Identification Number, all that is required to submit a claim is that they provide the Claim Identification number. If the class member did not receive a postcard, the class member may provide the Claims Administrator with the cellphone number(s) that they believe may have been called to determine whether the number was called. The Claims Administrator will maintain a list of all cellphone numbers called and if the claimant’s cellphone number is on the list as having been called in the Class Period, they may submit a claim.

If Class Members do not want to participate in the Settlement, they can request to exclude themselves as set forth herein. If they want to remain in the Class but want to formally object to the Settlement, they can do so as detailed below. There are deadlines for submitting claims, excluding themselves from the Class or objecting, all set forth herein.

The Court in charge of this case has not decided whether to finally approve the settlement; however, the Court has preliminarily approved the settlement as fair, adequate and reasonable. Payments or one-time debt forgiveness will take place if the Court approves the settlement and after any appeals are resolved.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Participate in the Settlement	If you wish to receive the benefits of the Settlement Fund, which consists of either credits to your collection account with Defendants or a cash payment if you have no existing collection account with Defendants, read this Notice for information on how to file a claim. If you do not file a Claim by April 12, 2016 , you will not receive a Settlement Payment.
Exclude Yourself from the Settlement	If you do not want to participate in the settlement, you must send a letter requesting exclusion postmarked no later than April 22, 2016 or else you will be bound by the settlement.
Object to the Settlement	If you wish to object to the settlement, you must follow the directions in this Notice.
Participate in the Hearing	If you submit a timely objection to the settlement, you may also indicate in the objection whether you wish to appear in court and be heard at the time of the final fairness hearing.
Do Nothing	If you do nothing with respect to this Notice, you will not receive any part of the Settlement Fund and you will be bound by the terms of the settlement including the release of claims described below.

THESE RIGHTS AND OPTIONS, INCLUDING THE DEADLINES BY WHICH TO EXERCISE THEM, ARE EXPLAINED IN THIS NOTICE BELOW.

Frequently Asked Questions

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

A class action is where one or more persons, called class representatives, sue on behalf of people who have similar claims. All of these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

In this case, Christopher Robinson, Eduardo Tovar, and Dave Scardina, (collectively, “Plaintiffs”), allege on behalf of themselves and the Class, that Defendants violated the Telephone Consumer Protection Act (“TCPA”) by calling persons on their cell phones using an automatic telephone dialing system (“Autodialer”) or artificial or prerecorded voice, without prior express consent. The lawsuit is entitled *In re: Midland Credit Management, Inc. Telephone Consumer Protection Act Litigation*, United States District Court for the Southern District of California Case No. 11-MD-2286 MMA (MDD) (the “Lawsuit”). The TCPA provides, among other relief, that a plaintiff may seek statutory damages of up to \$500 per violation, and that this amount may be trebled for willful violations. The TCPA does not provide for the recovery of attorneys’ fees. Defendants deny that they violated the TCPA and specifically deny that they used an automated telephone dialing system or an artificial or prerecorded voice to call any class members without prior express consent. The Court in charge of this case has not decided whether to finally approve the settlement; however, the Court has preliminarily approved the settlement as fair, adequate and reasonable. Payments or one-time debt forgiveness will take place if the Court approves the settlement and after any appeals are resolved.

2. *Why did I get a postcard?*

If you received a postcard, Defendant’s records indicate you were called on your cellphone and if you did not consent to being called, you may submit a claim to share in the benefits of the class action settlement, including either credits to any collection account you have with Defendants, or a cash payment if you do not have such a collection account. The amount of the credits to be applied to Defendants’ accounts and, alternatively, the amount of payment each person receiving a portion of the cash component of the Settlement, will depend on the number of valid claims received in each category.

3. *What if I did not get a postcard but believe I was called on my cellphone by Defendants?*

There were many other persons that were called on their cellphones by Defendants during the Class Period than those who will receive a postcard. Postcard Notices were sent to only those persons that Defendants could identify by name from their records as receiving calls on their cellphones. Many other persons were called for which Defendants have the cellphone numbers called. The Claims Administrator has a list of all cell phone numbers called (“Cellphone Number List”), Upon request by anyone believing they were called by Defendants, the Claims Administrator will compare that number or those numbers to the numbers on that Cellphone Number List to see if those cellphone numbers provided by the requester were in fact called during the Class Period by Defendants. If you believe you received one or more calls to your cellphone during the Class Period, you can submit that number or those numbers that may have been called to make that determination by submitting them to the Claims Administrator either 1) online on the settlement website www.MidlandTCPAsettlement.com, 2) by calling the toll-free telephone claim number **1-888-557-3460** or 3) by mail by downloading the Claim Form from the website or requesting that form by telephone from the Claims Administrator and mailing it to the Claims Administrator at the address below. If your cell number was called during the Class Period, and you did not consent to being called, you are entitled to submit a claim. (Only one claim can be submitted, regardless of the number of cellphone numbers called.) If you were not called by Defendants during the Class Period as indicated on the Cellphone Number List, you may not submit a claim. All valid claimants will receive either credits to any collection account they have with Defendants, or a cash payment if they do not have such a collection account. The amount credited or paid to each claimant will be the same whether or not they received a postcard Notice.

4. *Am I included in the Settlement Class?*

Those persons in the settlement Class or Class Members are defined in the Settlement Agreement as:

All persons in the United States who were called on a cellular telephone by Defendants or their subsidiaries, affiliates or related companies (other than calls made by Asset Acceptance LLC, Atlantic Credit & Finance, Inc. or Propel Financial Services) in connection with the collection of an alleged debt using a dialer or by artificial or prerecorded voice message without prior express consent during the period from November 2, 2006 through August 31, 2014, inclusive.

Excluded from the Class are the Judges to whom the Action is assigned and any member of the Judges’ staffs and immediate families, as well as all persons who validly request exclusion from the Settlement Class.

5. *What are the terms of the settlement?*

The Court did not decide in favor of either side. Instead, both sides have voluntarily agreed to a settlement before any trial, which provides for several benefits:

- a. The Settlement benefit totals Fifteen Million Dollars (\$15,000,000) (the “Settlement Fund”), which is comprised of Thirteen Million Dollars (\$13,000,000) of debt forgiveness and Two Million Dollars (\$2,000,000) of cash.

A Class Member’s recovery depends on how much, if anything, the individual owes Defendants on their collection account with Defendants and the number of valid claims submitted. Defendants’ collection accounts generally are established when Defendants purchase obligations owed to creditors. If the Class Member owes Defendants nothing on the collection account or no collection account exists, then that Class Member may be entitled to a one time *pro rata* share (“Individual Cash Settlement Amount”) from the \$2,000,000 Cash Component of the Settlement Fund after the incentive awards to be paid to Plaintiffs and any fees owed to any Special Master appointed by the Court are deducted. The Settlement Administrator will issue this payment by way of check. The funds represented by the check for the Individual Cash Settlement Amount shall not become the property of any individual Class Member unless and until the check representing those funds is cashed.

If there is an outstanding balance owed by the Class Member to Defendants on a collection account, then that Class Member may be entitled to a one-time forgiveness of the money owed to Defendants of the lesser of (1) a *pro rata* share of the \$13,000,000 of debt forgiveness (which is calculated by dividing \$13,000,000 by the number of valid Claim Forms received from Class Members who have an outstanding balance on a collection account); or (2) the balance owed on the collection account.

In the event that any portion of the Cash Component of the Settlement Fund remains unclaimed, or any check sent to any Class Member remains un-cashed for more than 180 days after issuance, then such unclaimed or un-cashed funds will, subject to approval by the Court, become part of the Settlement Fund for *cy pres* distribution to organizations mutually agreed upon by the parties and approved by the Court.

- b. All reasonable costs and expenses associated with giving notice to the Class Members and administering the Settlement shall be fully and exclusively paid to the Claims Administrator, KCC Class Action Services, by Defendants separate and apart from, and in addition to, the Settlement Fund.
- c. Further, the proposed Settlement contemplates that Class Counsel shall be entitled to apply to the Court for an award of attorneys’ fees, and litigation expenses up to a maximum of \$2,400,000 to be paid by Defendants separate and apart from the Settlement Fund.
- d. Additionally, the Plaintiffs each intend to seek incentive awards of up to \$2,500 that will be paid from the \$2,000,000 cash portion of the Settlement Fund for bringing and maintaining the Lawsuit on behalf of the Class as the Class Representatives.

6. How can I make a claim for compensation?

The third party Claims Administrator, KCC Class Action Services, will be administering the claims. By the terms of the Settlement, no updated contact information you provide to the Claims Administrator will be provided to Defendants. Your name and last four digits of your social security number will be provided to Defendants solely to determine if their records indicate whether you have an existing collection account to be credited.

You may make a claim for compensation in one of three ways:

- (1) Submitting a claim online at the Claims Administrator’s settlement website: www.MidlandTCPAsettlement.com; or
- (2) Submitting a claim by telephone by calling the Claims Administrator at 1-888-557-3460; or
- (3) Submitting a claim by mail by either downloading a Claim Form from the settlement website or requesting by telephone that the Claims Administrator mail you a copy of the Claim Form, completing that paper Claim Form and mailing the completed Claim Form to the Claims Administrator by the Claims Deadline.

If you received a postcard notifying you about the Settlement, you must include the following information with your submission:

- a. name;
- b. claim number;
- c. current address for receipt of the Settlement payment, if different from the postcard Notice address;

If you did not receive a postcard notifying you about the Settlement, you must include the following information with your submission:

- a. name;

- b. any cell phone number on which you believe you may have been called during the Class Period;
- c. current address (not to be provided to Defendants but retained only by the Claims Administrator); and
- d. the last 4 digits of your social security number or taxpayer identification number solely to determine if Defendants' records indicate you have an existing collection account to be credited.

In either case, in order to submit a claim, you must agree with the following statement: "By filing a claim, you are acknowledging that you were called by Defendants or their related entities on your cellphone at least once, and for one or more of those calls, you did not consent to receive such calls to your cellphone."

After your claim is submitted, if the Claims Administrator determines that your claim is valid, your claim will be processed. Only one claim may be submitted per person called by Defendants or someone acting on behalf of Defendants. If the Claims Administrator determines that your claim is incomplete, you will receive a deficiency notice from the Claims Administrator.

Written requests for information, or to mail Claim Forms, all must be submitted to the following address:

In re: Midland TCPA Claims Administrator
P.O. Box 30198
College Station, TX 77842-3198

7. *What is the deadline to submit a claim?*

All online claims or telephone claims must be made on or before 11:59 p.m. PST, **April 12, 2016**. If you submit your claim by mail, your claim must be postmarked on or before this date.

8. *When would I get my payment?*

The Court will hold a Final Approval or Fairness Hearing on **August 26, 2016**, which may be rescheduled by the Court, to decide whether to grant final approval of the Settlement. If Judge Michael M. Anello grants Final Approval, and there is no appeal of the Final Approval Order, the Order will become final by law in thirty days from the date of the entry of the Order. The Claims Administrator will attempt to pay all cash claims and Defendants will attempt to credit accounts within 30 - 45 days of the date the Order becomes final so long as the individual amount of each claim can be determined. Also, there may be appeals. If so, the Final Approval Order does not take effect until those appeals are resolved. It is always uncertain whether and when appeals would be resolved, and payment under this Settlement cannot be made until the Final Approval Order is final.

9. *In return for Settlement benefits, what am I giving up?*

The full terms of this Release are contained in the Settlement Agreement, Section 16 available [here](#), on the settlement website, or at the public court records on file in this lawsuit. In summary, Plaintiffs and Class Members release Defendants and their related parties from any liability related to the use of an automatic telephone dialing system or artificial or prerecorded voice during the Class Period November 2, 2006 through August 31, 2014, inclusive, that violated the TCPA or state laws.

More specifically, each of the Plaintiffs and each Class Member relinquishes and discharges and releases Encore Capital Group, Inc., Midland Funding, LLC and Midland Credit Management, Inc. and, whether or not specifically named in the Settlement Agreement, each of their past or present directors, officers, employees, agents, insurers or reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, affiliates, related companies, affiliated companies, parents, subsidiaries, joint venturers, independent contractors, vendors and service providers, wholesalers, resellers, distributors, retailers, divisions, predecessors, successors, and assigns (collectively, the "Released Parties"), from any and all liabilities, claims, causes of action, damages, penalties, costs, attorneys' fees, losses, or demands, whether known or unknown, existing or potential, suspected or unsuspected, which were asserted in the Action or are related to the claims asserted in the Action, any and all claims relating to the making, placing, dialing or initiating of calls using an automatic telephone dialing system or artificial or prerecorded voice, any and all claims for violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227, and the regulations promulgated thereunder or related thereto, and any and all claims for violation of any laws of any state that regulate, govern, prohibit or restrict the making, placing, dialing or initiating of calls using an automatic telephone dialing system, an artificial or prerecorded voice, or any automated process or technology (hereafter, collectively, the "Released Claims"). Excluded from the Released Parties are Atlantic Credit & Finance, Inc. and Propel Financial Services. Excluded from the Released Claims are any claims arising from telephone calls made by Asset Acceptance LLC itself, or by Astra Business Services, Inc. or Radius Solutions, Inc., on behalf of Asset Acceptance LLC. Also excluded from the Released Claims are any claims based on telephone calls made before November 2, 2006 or after August 31, 2014.

The release also covers known and unknown claims, and waives rights under California Civil Code Section 1542 and similar statutes. This means that all of the Court's orders will apply to you and legally bind you. By staying in the Class, you agree to release any claims, known and unknown, arising from the facts alleged in this lawsuit. The full text of the Release of Claims sections of the Settlement Agreement are set forth in the Appendix at the end of this Notice on page 8.

10. How do I get out of the Settlement?

If you do not want to participate in this Settlement, or you want to keep the right to sue or continue to sue Defendants on your own, then you must take steps to get out of the Settlement. This is called "excluding yourself" from or "opting out" of the Class, and therefore from the Settlement.

To exclude yourself from the Settlement, you must send a letter or postcard by mail saying that you want to be excluded from the Settlement of *In re: Midland Credit Management, Inc. Telephone Consumer Protection Act Litigation*, United States District Court for the Southern District of California Case No. 11-MD-2286 MMA (MDD). *Be sure to include your name, address, telephone number, your signature, and a statement that you wish to be excluded from the Class.* You must mail your exclusion request postmarked no later than **April 22, 2016** to the Claims Administrator at the following address:

In re: Midland TCPA Claims Administrator
P.O. Box 30198
College Station, TX 77842-3198

You cannot exclude yourself on the phone or by email. If you ask to be excluded, you will not get any Settlement compensation, and you cannot object to the Settlement. You also will not be legally bound by anything that happens in the Lawsuit.

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

No.

12. Do I have a lawyer in this case?

The Court appointed Douglas J. Campion of The Law Offices of Douglas J. Campion, APC and James O. Lattuner of Edelman, Combs, Lattuner & Goodwin, LLC to represent you and other settlement Class Members. Their contact information is below. These lawyers are called Class Counsel, and their contact information is listed below. If you want your own lawyer, you may hire one at your own expense and enter an appearance through your own counsel.

Douglas J. Campion, Esq.
Law Offices of Douglas J. Campion, APC
midlandsettlement@djcampion.com

James O. Lattuner, Esq.
Edelman Combs Lattuner & Goodwin LLC
info@edcombs.com

13. How will the lawyers, class representatives and claims administrator be paid?

The proposed Settlement contemplates that Class Counsel shall be entitled to apply to the Court for an award of attorneys' fees and litigation expenses up to a maximum of \$2,400,000 to be paid by Defendants separate and apart from the Settlement Fund. The proposed Settlement also requires that all reasonable costs and expenses associated with giving notice to the Class Members and administering the Settlement shall be fully and exclusively paid by Defendants separate and apart from, and in addition to, the Settlement Fund. Lastly, the proposed Settlement anticipates that Class Counsel will request an incentive award in the amount of \$2,500 each to be distributed from the Cash Component of the Settlement Fund to each of the three Plaintiffs, for a total of \$7,500. The incentive awards are paid to the three Plaintiffs for their efforts in bringing the action and assisting throughout the litigation.

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

If you are a settlement Class Member and want to object to the Settlement, the deadline to object is **April 22, 2016**. To object, you must mail a letter or other document saying that you object to the settlement of *In re: Midland Credit Management, Inc. Telephone Consumer Protection Act Litigation*, United States District Court for the Southern District of California Case NO. 11-MD-2286 MMA (MDD). Be sure to include your name, address, telephone number, your signature, the reason you object to the Settlement and any supporting documents. Mail the objection to each of the following addresses postmarked no later than **April 22, 2016**:

Clerk of The Court Courtroom 3A U.S. District Court Southern District of California 221 West Broadway San Diego, CA 92101	<p style="text-align: center;"><u>Class Counsel</u></p> Douglas J. Champion, Esq. Law Offices of Douglas J. Champion, APC 17150 Via Del Campo, Suite 100 San Diego, CA 92127	<p style="text-align: center;"><u>Defense Counsel</u></p> DLA PIPER LLP (US) Edward D. Totino, Esq. 2000 Avenue of the Stars, North Tower, 4 th Floor Los Angeles, CA 90067	In re: Midland TCPA Claims Administrator P.O. Box 30198 College Station, TX 77842-3198
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You may also ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *In re: Midland Credit Management, Inc. Telephone Consumer Protection Act Litigation*, United States District Court for the Southern District of California Case NO. 11-MD-2286 MMA (MDD).” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be filed with the Court no later than **August 16, 2016**, and sent to Class Counsel and Defense Counsel at the above addresses.

You cannot object or speak at the hearing if you “excluded yourself” from the Class.

15. What is the difference between “objecting” and “excluding” yourself?

Objecting is simply telling the Court that you do not like some aspect of the Settlement. You can only object if you stay in the Class and you will continue to be bound by rulings of the Court pertaining to the Class. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Class, which you must do if you want to file your own lawsuit against Defendants. If you exclude yourself, you have no basis to object because the case no longer affects you.

16. When and where is the fairness hearing?

The Court will hold a final fairness hearing at 9:00 a.m. on **August 26, 2016** at the U.S. District Court, Southern District of California, in Courtroom 3A (3rd Floor – Schwartz), 221 West Broadway, San Diego, CA, 92101, before the Honorable Michael M. Anello. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. If anyone has asked to speak at the hearing, Judge Anello will listen to him or her at that time. The Court will decide after the hearing whether: 1) to approve the Settlement as fair and reasonable, 2) to give final approval to the amount of attorneys’ fees, and the costs of notice and claims administration, and 3) to give final approval to the incentive payment to be provided to the Plaintiffs as Class Representatives. We do not know how long these decisions will take.

17. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Anello may have that are directed to the Class. 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 mail your written objection on time, the Court will consider it.

18. What if I do nothing at all?

If you do nothing, you will be part of the Class and will release your claims as explained above. You will be precluded from being part of any other lawsuit against Defendants or any other Released Party relating to the Released Claims in this case. It also means that all of the Court’s orders will apply to you and legally bind you.

You must submit a claim to receive the benefits detailed above, including the credits to your account or the cash compensation.

19. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement, and more details are in a Settlement Agreement, which can be downloaded [here](#) and is part of the Court’s file, a public record. Many of the court papers, including this Notice, the Settlement Agreement and the Order for Preliminary Approval are also posted on the Settlement website www.MidlandTCPAsettlement.com. You can obtain a copy of the Settlement Agreement or review any other part of the papers relating to the lawsuit by examining the records of this case, *In re: Midland Credit Management, Inc. Telephone Consumer Protection Act Litigation*, United States District Court for the Southern District of California Case No. 11-MD-2286 MMA (MDD), at the Clerk’s office at the U.S. District Court, Southern District of California, 221 West Broadway, San Diego, CA, 92101. The clerk’s office has the ability to make copies of any such public documents for you. Also, all filed documents in the case, including the Settlement documents, are available for viewing online for a fee through the Court’s PACER document review system (www.pacer.gov).

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR WITH ANY QUESTIONS AT 1-888-557-3460 OR GO TO WWW.MIDLANDTCPASETLEMENT.COM.

**PLEASE DO NOT CONTACT THE COURT
OR DEFENSE COUNSEL WITH ANY QUESTIONS**

Important Dates

<u>Deadline</u>	<u>Date</u>
Deadline to submit claim	April 12, 2016
Deadline to opt out	April 22, 2016
Deadline to object	April 22, 2016
Final Fairness Hearing	August 26, 2016, 9:00 a.m.

Appendix

Release of Claims from the Settlement Agreement, Sections 16.01 & 16.02

16.01. Upon entry of the Judgment, Class Representatives, for themselves and on behalf of each member of the Class who has not submitted a valid and timely request for exclusion from the Class, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, irrevocably, and forever released Encore Capital Group, Inc., Midland Funding, LLC and Midland Credit Management, Inc. and, whether or not specifically named herein, each of their past or present directors, officers, employees, agents, insurers or reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, affiliates, related companies, affiliated companies, parents, subsidiaries, joint venturers, independent contractors, vendors and service providers, wholesalers, resellers, distributors, retailers, divisions, predecessors, successors, and assigns (collectively, the “Released Parties”), from any and all liabilities, claims, causes of action, damages, penalties, costs, attorneys’ fees, losses, or demands, whether known or unknown, existing or potential, suspected or unsuspected, which were asserted in the Action or are related to the claims asserted in the Action, any and all claims relating to the making, placing, dialing or initiating of calls using an automatic telephone dialing system or artificial or prerecorded voice, any and all claims for violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 and the regulations promulgated thereunder or related thereto, and any and all claims for violation of any laws of any state that regulate, govern, prohibit or restrict the making, placing, dialing or initiating of calls using an automatic telephone dialing system, an artificial or prerecorded voice, or any automated process or technology (hereafter, collectively, the “Released Claims”). Excluded from the Released Parties are Atlantic Credit & Finance, Inc. and Propel Financial Services. Excluded from the Released Claims are any claims arising from telephone calls made by Asset Acceptance LLC itself, or by Astra Business Services, Inc. or Radius Solutions, Inc., on behalf of Asset Acceptance LLC. Also excluded from the Released Claims are any claims based on telephone calls made before November 2, 2006 or on or after September 1, 2014.

16.02. By operation of the entry of the Judgment, the Class Representatives, for themselves and on behalf of each member of the Class, agree to waive in connection with the Released Claims any and all provisions, rights and benefits, which they now have or in the future may be conferred to them by section 1542 of the California Civil Code (“Section 1542”) or any similar statutory or common law provision of any other jurisdiction. Section 1542 reads as follows:

Certain Claims Not Affected by General Release: 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 settlement with the debtor.

Class Representatives, for themselves and each member of the Class, expressly acknowledge that, to the extent permitted by law, they are waiving in connection with the Released Claims the protections of Section 1542 and of any comparable statutory or common law provision of any other jurisdiction.