

Thornton v. NCO Financial Systems, Inc., Case No. 16 CH 5780

If you received a call on your cell phone from NCO Financial Systems about a debt, a class action settlement may affect your rights.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit against NCO Financial Systems, Inc. (now known as EGS Financial Care Inc.) (“Defendant” or “NCO/EGS”), a debt collector. The suit alleges that NCO/EGS violated a federal telemarketing law by making automated phone calls, and calls using an artificial or prerecorded voice, to cell phones without consent. NCO/EGS denies any wrongdoing. The settlement doesn’t decide who is right, but is a compromise to end the lawsuit and avoid the uncertainties and expenses associated with continuing the case.
- You are a Class Member included in the Settlement if you received a call by or for NCO/EGS on your cell phone from January 16, 2009 through August 31, 2016. You may be a member of the Injunctive Settlement Class only, or both the Injunctive Settlement Class and a subgroup called the Damages Subclass.
- If you received a call from NCO/EGS on your cell phone from January 16, 2009 through August 31, 2016, you are a member of the **Injunctive Settlement Class**. As a member of the Injunctive Settlement Class, you are entitled to injunctive relief, which means that NCO/EGS will stop automatically calling cellular telephones without consent. In addition, you may still bring an individual lawsuit against NCO/EGS based on the issues the settlement concerns, and NCO/EGS won’t raise an important defense about the type of dialing equipment it used. If you decide to sue NCO/EGS individually, this may make your case easier to prove. By staying in the Injunctive Settlement Class, however, you give up your right to sue NCO/EGS through another class action regarding the calls at issue in this case.

| <i>Injunctive Settlement Class Members:</i> YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|---|---|
| DO NOTHING | You’ll receive the injunctive relief that NCO/EGS has agreed to. Plus, you’ll keep the right to sue NCO/EGS on the issues the settlement concerns on an individual basis, and NCO/EGS won’t raise a defense about the dialer that it used. You’ll give up your right to sue NCO/EGS through another class action regarding the calls at issue in this case. |
| EXCLUDE YOURSELF FROM THE SETTLEMENT | You’ll keep the right to sue NCO/EGS on the issues the Settlement concerns, but NCO/EGS can raise all of its defenses. |

| | |
|-------------------------|--|
| OBJECT | Write to the Court explaining why you don't like the Settlement. |
| ATTEND A HEARING | Ask to speak in Court about the fairness of the Settlement. |

- You may also be included in a subgroup of the Injunctive Settlement Class called the **Damages Subclass** if you received a call by or for NCO/EGS on your cell phone from January 16, 2009 through August 31, 2016 that was made from certain NCO/EGS offices using a special type of automated dialing equipment. Members of the Damages Subclass who submit valid Claim Forms will receive a cash payment of up to \$90 from the Settlement Fund created by NCO/EGS. If you are a Damages Subclass member, you will likely receive a postcard summary of this notice in the mail, if you have not received one already. By staying in the Damages Subclass, you give up your right to sue NCO/EGS on the issues the Settlement concerns through an individual case or class action.

| <i>Damages Subclass Members:</i> YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|--|---|
| SUBMIT A CLAIM FORM | This is the only way to receive a payment. You give up your right to sue NCO/EGS on the issues the settlement concerns through an individual case or class action. |
| DO NOTHING | You won't get a payment, and you'll also give up your right to sue NCO/EGS on the issues the settlement concerns through an individual or class action. |
| EXCLUDE YOURSELF FROM THE DAMAGES SUBCLASS | You won't get a payment, but you'll remain in the Injunctive Settlement Class. That means you'll keep the right to sue NCO/EGS on the issues the settlement concerns on an individual basis, and NCO/EGS won't raise a defense about the dialer that it used. |
| EXCLUDE YOURSELF FROM THE SETTLEMENT | You'll keep the right to sue NCO/EGS on the issues the settlement concerns, but NCO/EGS can raise all of its defenses. |
| OBJECT | Write to the Court explaining why you don't like the Settlement. |
| ATTEND A HEARING | Ask to speak in Court about the fairness of the Settlement. |

The rights and options described in the tables above—**and the deadlines to exercise them**—are explained in this notice.

The Court in charge of this case still has to decide whether to approve the Settlement. The settlement approval process takes time. Please be patient.

BASIC INFORMATION

1. What is this notice and why should I read it?

A Court authorized this notice to let you know about a proposed Settlement with the Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Thomas R. Allen of the Circuit Court of Cook County, Illinois, County Department, Chancery Division is overseeing this class action. The case is called *Thornton v. NCO Financial Systems, Inc.*, Case No. 5780. The people who filed the lawsuit, Wesley Thornton and Antoinette Stansberry, are the Plaintiffs. The company they sued, NCO/EGS, is the Defendant. You don't have to live in Illinois to be affected by or get a payment under the Settlement.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Mr. Thornton and Ms. Stansberry—sue on behalf of a group of people who have similar claims. Together, this group is called a “class” and consists of “class members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class.

Here, after the Parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement. The Court recognized that the case should be treated as a class action for settlement purposes.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

The lawsuit alleges that NCO/EGS violated a federal law called the Telephone Consumer Protection Act by making both automated phone calls, and calls using an artificial or prerecorded voice, to cell phones without consent. NCO/EGS denies any wrongdoing, and no court has decided who is right. The Parties are entering into the Settlement to avoid uncertain, time-consuming, and expensive litigation. The Settlement is not an admission of wrongdoing by NCO/EGS. More information about the complaint in the lawsuit can be found in the “Court Documents” section of the settlement website at www.DebtCallSettlement.com.

4. Why is there a Settlement?

The Court has not decided whether Plaintiffs or Defendant should win this case. Instead, both sides agreed to the Settlement. That way, they can avoid the uncertainty and expense of ongoing litigation. Significantly, Injunctive Settlement Class and Damages Subclass members will get relief now rather than years later—if ever. The Plaintiffs and their attorneys (“Class Counsel”) believe that the Settlement is in the best interests of the Class Members.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I'm in the Injunctive Settlement Class or Damages Subclass?

The Court decided that this Settlement includes an **Injunctive Settlement Class** comprised of “all individuals called by or for NCO Financial Systems, Inc., now known as EGS Financial Care Inc., on their

cellular telephones from January 16, 2009, through and including August 31, 2016.” If you meet this definition, you’re an Injunctive Settlement Class member.

The Court also decided that this Settlement includes a **Damages Subclass**, which includes approximately 1 ½ million persons who received calls that were made from an NCO/EGS office using a special type of dialer. The Damages Subclass consists of “all individuals in the United States (i) that received one or more telephone calls on a cellular telephone by or for NCO Financial Systems, Inc., now known as EGS Financial Care Inc., since January 16, 2009, through August 31, 2016 (ii) that related to an account that was worked by NCO Financial Systems, Inc., now known as EGS Financial Care Inc., from one of its offices, including specifically, those offices located in (a) Virginia Beach, Virginia, (b) Horsham, Pennsylvania, (c) Getzville, New York, (d) Dublin, Ohio, (e) Montreal, Quebec, Canada or (f) the Philippines, and (iii) that was made by one or more of the following telephone systems: (a) Guaranteed Contacts, (b) CRS Mercury, (c) Aspect, (d) LiveVox or (e) Soundbite (also known as Genysis).” If you meet this definition, you are a Damages Subclass Member and will likely receive a postcard summary of this notice in the mail, if you have not received one already.

If you have any questions about which class you are a member of, contact the settlement administrator by mail at: Debt Call Settlement, Settlement Administrator, 1801 Market Street, Suite 660, Philadelphia, PA 19103; by calling toll-free: 1-855-551-7374; or via email: info@debtcallssettlement.com.

6. What were the allegedly unconsented calls about?

NCO/EGS is a debt collector, and the calls covered by this Settlement were about outstanding or alleged debts. Some calls may have been placed to wrong numbers or persons who did not owe anything. NCO/EGS allegedly placed the calls using an automatic dialer, or it used a prerecorded or artificial voice in the calls.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

NCO/EGS has agreed to create an \$8 million Settlement Fund, which will cover all costs of the Settlement. The Settlement Fund will also cover expenses, attorneys’ fees, and incentive awards for the two Plaintiffs, who serve as Class Representatives.

Relief to Injunctive Settlement Class Members: Members of the Injunctive Settlement Class receive two important benefits. First, they receive injunctive relief that requires NCO/EGS to (1) record all consent it receives to call cell phones, (2) identify and record which numbers it plans to call are assigned to cell phones, (3) stop calling cell phones using its dialers without consent, and (4) as necessary, manually dial cell phone numbers until consent is obtained and recorded. Second, Injunctive Settlement Class members keep the right to sue NCO/EGS on the issues the Settlement concerns on an individual basis, and NCO/EGS won’t raise a defense about the dialer that it used.

Cash Payments to Damages Subclass Members: In addition to the relief given the Injunctive Class, Damages Subclass members who submit valid Claim Forms will receive up to \$90 each, or a lesser equal share if the approved claims, expenses, fees, and incentive awards exceed the Settlement Fund.

To get a payment, Damages Subclass Members must submit a valid Claim Form before the deadline of **October 17, 2017**. The amount Damages Subclass Members will receive will depend on the total number of valid claims received. The lower the number of valid claims submitted, the higher the amount of individual payments will be—up to \$90 per claim. As the number of valid claims submitted goes up, the amount of individual payments may go down.

In the event there is unclaimed money in the Settlement Fund after the payment of all approved claims, expenses, fees, and incentive awards, it will go back to Defendant.

HOW DAMAGES SUBCLASS MEMBERS GET BENEFITS

8. How do I make a claim?

If you are a **Damages Subclass** member and want to get settlement benefits, you must fill out and submit a valid Claim Form. As a Damages Subclass member, you likely already received a postcard in the mail about the Settlement, which includes a paper Claim Form that you can complete and mail back to the settlement administrator at the mailing address printed on the Claim Form. An online Claim Form is also available on this website and can be submitted online.

The Claim Form requires you to provide the following information: (1) your name and address, (2) the cellular telephone number(s) at which you received the call(s) from NCO/EGS, (3) your current telephone number and email address, and (4) a sworn statement that you received one or more phone calls from, or on behalf of, NCO/EGS at the numbers you identified, and that you did not provide NCO/EGS consent.

9. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for **October 26, 2017 at 11:00 a.m. CT**. If the Court approves the Settlement, eligible Damages Subclass members whose claims were approved by the Settlement Administrator will be sent a check. Please be patient. All checks will expire and become void 90 days after they are issued.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

Yes, the Court has appointed lawyers Benjamin H. Richman of Edelson PC, Keith J. Keogh of Keogh Law, Ltd., Douglas J. Campion of the Law Offices of Douglas J. Campion, APC; and Kas L. Gallucci of the Law Offices of Ronald A. Marron to represent you and other Class Members. These attorneys are called "Class Counsel." In addition, the Court appointed Plaintiffs Thornton and Stansberry to serve as the Class Representatives. They are Class Members like you. Class Counsel can be reached by calling (866) 354-3015.

11. Should I get my own lawyer?

You don't need to hire your own lawyer because Class Counsel is working on your behalf. But if you want your own lawyer, you will have to pay that lawyer. For example, you can ask your lawyer to appear in Court for you if you want someone other than Class Counsel to represent you.

12. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses of up to 1/3 of the Settlement Fund and will also request an award of a total of \$22,000.00 for the Class Representatives. The Court will determine the proper amount of any attorneys' fees and expenses to award Class Counsel and of any award to the Class Representatives. The Court may award less than the amounts requested. Any money not distributed as fees, expenses, or other awards will stay in the Settlement Fund to pay Class Members.

YOUR RIGHTS AND OPTIONS

13. What happens if I do nothing at all?

QUESTIONS? CALL 1-855-551-7374 TOLL FREE OR VISIT WWW.DEBTCALLSETTLEMENT.COM

If you're an **Injunctive Settlement Class Member** and you do nothing at all, you will remain in the Injunctive Settlement Class. If the Court approves the Settlement, you'll automatically receive the injunctive relief that NCO/EGS has agreed to. Plus, you'll keep the right to sue NCO/EGS on the issues the settlement concerns on an individual basis, and NCO/EGS won't raise a defense about the dialer that it used. You'll give up your right to sue NCO/EGS through another class action regarding the calls at issue in this case.

If you're a **Damages Subclass Member** and you do nothing at all, you will remain in the Damages Subclass, but you won't get a payment. If the Court approves the Settlement, you'll also give up your right to sue NCO/EGS on the issues the settlement concerns through an individual or class action.

If you're a member of either class, but want to exclude yourself, you have the option to do so, which is discussed below in Questions 14–17.

14. What happens if I ask to be excluded?

If you're a member of the **Injunctive Settlement Class** and you ask to be excluded from the Settlement, you'll keep the right to sue NCO/EGS on the issues the settlement concerns, but NCO/EGS can raise all of its defenses. You will not be legally bound by the Court's orders or any judgment related to the Class and the Defendant in this class action.

If you're a **Damages Subclass Member** and you ask to be excluded from the Settlement, you'll keep the right to sue NCO/EGS on the issues the settlement concerns, but NCO/EGS can raise all of its defenses. You will not be legally bound by the Court's orders or any judgment related to the Class and the Defendant in this class action.

You can also ask to exclude yourself the Damages Subclass only. If you do, you'll still remain in the Injunctive Settlement Class. You'll keep the right to sue NCO/EGS on the issues the settlement concerns on an individual basis, and NCO/EGS won't raise a defense about the dialer that it used.

15. How do I ask to be excluded?

You can ask to be excluded from the entire Settlement or just the Damages Subclass. To do so, you must send a written request stating that you want to be excluded from the Settlement, or the Damages Subclass only, in *Thornton v. NCO Financial Systems, Inc.*, Case No. 16 CH 5780. Your written request must (1) state the case name, (2) include the name, address, and telephone number of the person seeking exclusion, (3) be physically signed by the person seeking exclusion, and (4) be postmarked or received by the Settlement Administrator on or before **October 2, 2017**.

You must mail your exclusion request no later than **October 2, 2017** to:

Debt Call Settlement
ATTN: *Thornton v. NCO Financial Systems, Inc.* Exclusion Requests
1801 Market Street, Suite 660
Philadelphia, PA 19103

You can't exclude yourself on the phone or by email.

16. If I don't exclude myself, can I sue the Defendant for the same thing later?

If you don't exclude yourself from the Settlement but are not a member of the Damages Subclass, you'll still have the right to sue NCO/EGS on the issues the settlement concerns on an individual basis. You'll give up your right to sue NCO/EGS through another class action regarding the calls at issue in this case.

QUESTIONS? CALL 1-855-551-7374 TOLL FREE OR VISIT WWW.DEBTCALLSETTLEMENT.COM

If you are a member of the Damages Subclass and don't exclude yourself from the Damages Subclass, you'll give up your right to sue NCO/EGS on the issues the settlement concerns through an individual or class action.

17. If I exclude myself from the Damages Subclass, can I get anything from the Settlement?

No. If you exclude yourself from the Damages Subclass, do not submit a Claim Form.

18. How do I object to or comment upon the Settlement?

If you do not exclude yourself from the Settlement, you can object to or comment upon the Settlement if you don't like any part of it or want to voice your opinions about it. You can give reasons why you think the Court should not approve the Settlement by filing an objection. To do so, you must file a letter or brief with the Court stating that you wish to object to or comment upon the Settlement in *Thornton v. NCO Financial Systems, Inc.*, Case No. 16 CH 5780 no later than **October 2, 2017**.

Your objection or comment may be sent to the Circuit Court of Cook County, Illinois, at the following address:

Circuit Court of Cook County, Chancery Division
Richard J. Daley Center, Room 802
Chicago, Illinois 60602

If you are represented by a lawyer, your lawyer must file your objection or comment with the Court. Include your lawyer's contact information in the objection or comment.

If you submit an objection, it must be in writing and include the case name *Thornton v. NCO Financial Systems, Inc.*, Case No. 16 CH 5780. Your objection must be personally signed and include the following information: (1) your full name and current address, (2) the cellular telephone number(s) at which you believe you received the call(s) at issue, (3) a statement that you believe yourself to be a member of either the Injunctive Settlement Class, or both the Injunctive Settlement Class and the Damages Subclass, (4) the specific grounds for the objection, (5) all documents or writings that you want the Court to consider in relation to your objection, (6) the name and contact information for any and all attorneys representing or in any way assisting you, or who may profit from pursuing the objection, and (7) a statement indicating whether you intend to appear at the Final Approval Hearing (either personally or through your attorney).

In addition to filing your objection or comment with the Court, you must send copies of your objection or comment, and any supporting documents, to both Class Counsel and the Defendant's lawyers at the addresses listed below, which **must be received or postmarked no later than October 2, 2017**:

| Class Counsel | Defense Counsel |
|--|---|
| Benjamin H. Richman EDELSON PC 350 North LaSalle Street, 13th Floor Chicago, Illinois 60654 | James K. Schultz SESSIONS, FISHMAN, NATHAN & ISRAEL, LLP 120 S. LaSalle Street, Suite 1960 Chicago, Illinois 60603 |

Class Counsel will file with the Court and post on the settlement website its request for attorneys' fees and incentive award on September 11, 2017.

19. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Injunctive Settlement Class or Damages Subclass. Excluding yourself means telling the Court that you don't want to be part of the Injunctive Settlement Class or Damages Subclass. If you exclude yourself from the Injunctive Settlement class, you're excluding yourself from the entire Settlement, and you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

20. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the final fairness hearing on **October 26, 2017 at 11:00 a.m. CT**, before the Honorable Thomas R. Allen at Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602 in Courtroom 2302. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, and adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive awards to the Class Representatives.

Note: The date and time of the fairness hearing are subject to change by Court order. Any changes will be posted at the settlement website, www.DebtCallSettlement.com, as well as on the Court's docket, which you can access through the Court's e-filing system or in person.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. But you are welcome to come to the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described above, the Court will consider it. You may also have your own lawyer attend, but you don't have to. If you hire your own lawyer, you will have to do so at your own expense.

22. May I speak at the hearing?

Yes. If you do not exclude yourself from the Injunctive Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. If you filed an objection (*see* Question 18 above) and intend to appear at the hearing, you must state your intention to do so in your objection.

GETTING MORE INFORMATION

23. Where can I get additional information?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please review the Settlement Agreement, available at www.DebtCallSettlement.com, contact Class Counsel at (866) 354-3015, review the Court's docket, or visit the Circuit Court of Cook County, Chancery Division, Richard J. Daley Center, Room 802, Chicago, Illinois 60602 between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR NCO/EGS WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.