

This Notice Was Authorized by the United States District Court of New Jersey

Do not be alarmed. You are **NOT** being sued.

You Can Get Benefits from a Class Action Settlement with Northland Group Inc. and Pinnacle Credit Services, LLC

Norma I. Santiago v. Northland Group Inc. and Pinnacle Credit Services, LLC, 2:15-cv-03608-SRC-CLW

The United States District Court of New Jersey authorized this notice to inform you of your rights under a proposed Settlement with Northland Group Inc. (“NGI”) and Pinnacle Credit Services, LLC (“Pinnacle” and collectively with NGI “Defendants”). You are a member of the Settlement Class.

As a member of the Settlement Class, you have four options.

- 1) Do nothing: This means you remain in the Settlement Class and will receive no payment. You will also not be able to bring any other claims against the Defendants for issues arising from or relating to the legal claims in this case.
- 2) **Submit Claim Form by March 9, 2018**: Remain in the Settlement Class, timely submit a claim form and **receive a payment**. The maximum payment you can receive is \$150.00. The actual amount you may receive depends upon how many signed claim forms are timely received by the Settlement Administrator. You will also not be able to bring any other claims against the Defendants for issues arising from or relating to the legal claims in this case.
- 3) Remove yourself from the Settlement Class by February 14, 2018: This means you will not receive the settlement benefits and will not give up any claims against Defendants.
- 4) Remain in the Settlement Class and file an objection with the Court by February 14, 2018.

What This Case Is About

The Plaintiff and other New Jersey consumers received debt collection letters from NGI in an effort to collect a debt which arose out of a Verizon Wireless account between May 28, 2014 and May 28, 2015. The Plaintiff claims that those letters were mailed in a window envelope such that the account number associated with the debt was visible from outside the envelope. Plaintiff brought claims under the federal Fair Debt Collection Practices Act, a federal law. The Defendants deny any wrongdoing.

The following pages describe in greater detail your rights, the Settlement, and the Class Action. If you have questions, you may contact the attorneys who have been appointed by the Court to represent you and the other members of the Settlement Class. See answer to Question #7 on Page #4 for their contact information.

WHAT THIS NOTICE CONTAINS

You Can Get Benefits from a Class Action Settlement with Northland Group Inc. and Pinnacle Credit Services, LLC

BASIC INFORMATION

- 1. **WHAT IS A CLASS ACTION AND WHO IS INVOLVED?** 2
- 2. **WHAT IS THIS LAWSUIT ABOUT?** 2
- 3. **WHY DID I GET THIS NOTICE?** 2
- 4. **WHY IS THERE A SETTLEMENT?** 2
- 5. **WHO IS IN THE CLASS?**..... 3
- 6. **HAS THE COURT DECIDED WHO IS RIGHT?** 3
- 7. **WHO REPRESENTS THE CLASS IN THIS CASE?**..... 3

THE TERMS OF THE SETTLEMENT

8. WHAT IS THE SETTLEMENT?..... 3
9. WHAT CLAIMS AM I RELEASING IF I REMAIN IN THE CLASS?..... 4

YOUR RIGHTS REGARDING THE SETTLEMENT

10. HOW DO I PARTICIPATE IN THE SETTLEMENT? 4
11. HOW CAN I REMOVE MYSELF FROM (OPT OUT OF) THE CLASS?..... 5
12. WHAT IF I OBJECT TO THE TERMS OF THE SETTLEMENT? 5
13. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO AND REMOVING MYSELF FROM (OPTING OUT OF) THE SETTLEMENT?..... 6
14. WHAT WILL HAPPEN AT THE FINAL FAIRNESS HEARING?..... 6

ADDITIONAL INFORMATION

15. WHERE CAN I GET MORE DETAILS ABOUT THE CASE? 6
16. WHAT IF MY ADDRESS OR PHONE NUMBER CHANGES?..... 6

BASIC INFORMATION

1. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, a person (the “Class Representative” or Plaintiff) sues on behalf of others who have the same claims. People with the same claims are called “Class Members”, or collectively, a “Class”. Because everyone in the Class has the same claims against the party being sued, one court can resolve the issues for everyone in the Class, except those who choose to remove themselves from the Class. In this case, Norma I. Santiago is the Class Representative.

2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Norma I. Santiago originally filed a lawsuit against Defendants on May 28, 2015, captioned Norma I. Santiago v. Northland Group Inc., et al. 2:15-cv-03608-SRC-CLW. The complaint alleged that Defendants, debt collectors, committed violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (hereinafter referred to as “FDCPA”). The FDCPA is a federal law that regulates debt collection practices by debt collectors.

The Class Representative claimed that NGI sent debt collection letters on behalf of Pinnacle that were mailed in a window envelope such that the account number associated with the debt was visible from outside the envelope. They further claimed that showing the account numbers through the window on the envelope violated the FDCPA.

Defendants deny that they did anything wrong.

3. WHY DID I GET THIS NOTICE?

You received this Notice because Defendants’ records show that during the period from May 28, 2014 to May 28, 2015, NGI sent you a letter on behalf of Pinnacle that was mailed in a window envelope. Plaintiff has alleged that the account number associated with the debt was visible from outside the envelope.

4. WHY IS THERE A SETTLEMENT?

The Class Representative and Defendants agreed to this settlement to avoid the expense of a trial and possible appeals. The Class Representative and the attorneys appointed by the Court to serve as “Class Counsel” believe that the settlement is in the best interest of all Class Members. By settling this lawsuit, Defendants do not admit any wrongdoing.

5. WHO IS IN THE CLASS?

You are a member of the Class if:

You are a consumer who resided anywhere in the State of New Jersey and during the period from May 28, 2014 to and including May 28, 2015, Defendant Northland Group Inc. sent one or more collection letters seeking to collect a consumer debt allegedly owed to Pinnacle Credit Services, LLC which arose out of a Verizon Wireless account which was sent in a windowed envelope such that the account number associated with the debt was visible from outside the envelope.

Defendants have identified 7,110 people who are members of this Settlement Class.

6. HAS THE COURT DECIDED WHO IS RIGHT?

No. The Court has not yet made any determination as to which party is right.

7. WHO REPRESENTS THE CLASS IN THIS CASE?

The Court appointed the following attorneys as "Class Counsel" to represent the Settlement Class:

Andrew R. Wolf, Esq.
Bharati Sharma Patel, Esq.
The Wolf Law Firm, LLC
1520 U.S. Highway 130, Suite 101
North Brunswick, NJ 08902
(732) 798-8055 phone
(732) 545-1030 - fax
info@wolflawfirm.net

Yongmoon Kim, Esq.
Kim Law Firm LLC
411 Hackensack Avenue
2nd Floor
Hackensack, NJ 07601
(201) 273-7117 - phone
(201) 273-7117 - fax
ykim@kimlf.com

THE TERMS OF THE SETTLEMENT

8. WHAT IS THE SETTLEMENT?

In exchange for releasing certain claims against the Defendants (see Question 9 below for a description of the released claims), all Class Members will receive the benefits described below.

Payments to Settlement Class Members

Defendants have agreed to pay a total of \$4,698.20 to the members of the Settlement Class not including the Plaintiff. The \$4,698.20 is the maximum amount that Defendants would have to pay if this matter were litigated to conclusion and Plaintiff succeeded on her claims.

Assuming the Court approves the proposed settlement at the Final Fairness Hearing, the amount that each Settlement Class Member who timely submits a signed claim form may receive depends upon the number of Settlement Class Members who timely submit a signed Claim Form. The blue Claim Form is attached to the end of this Notice. The maximum amount each Settlement Class Member may receive is \$150.00 if 31 or fewer Settlement Class Members timely submit a signed Claim Form. Otherwise, the specific amount Settlement Class Members may receive will be determined by dividing the \$4,698.20 Settlement Fund by the total number of Settlement Class Members who timely submitted a signed claim form, reduced to the nearest whole one cent.

To receive a payment, your signed Claim Form (see the blue page at the end of this Notice) must be received by the Settlement Administrator no later than March 9, 2018. Settlement checks will be mailed to all Settlement Class Members who timely submit a signed Claim Form within 30 days after the Court issues a final approval of the proposed settlement. Settlement checks must be negotiated within 125 days after the date that they are mailed after which they will become void.

The money left over due to a low number of claims, or from any uncashed checks or due to rounding will be paid as a cy pres contribution to "Civil Justice Clinic" at Rutgers School of Law – Newark, Center for Law and Justice with no restrictions on its use.

The Defendants Will Pay the Class Representative

The Defendants will pay Ms. Santiago \$5,000 in recognition of her efforts on behalf of the Class and to resolve her individual claims.

The Defendants Will Pay Class Counsel's Fees and Expenses

The Defendant has agreed to pay the attorneys' fees and costs of Class Counsel in the amount of \$99,750.00, subject to Court approval. Class Counsel will file a fee application prior to the date scheduled for the Final Fairness Hearing seeking \$99,750 as the reasonable attorneys' fees and costs incurred and to be incurred by Class Counsel.

The agreed upon amount includes all costs and expenses, time already spent and time to be spent including finalizing the settlement, preparing settlement documents, drafting briefs, attending hearings, responding to and defending against any objections to the settlement and monitoring the implementation of the settlement. The amount of the attorneys' fees and cost award is not part of the substantive terms of the proposed settlement and will be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the proposed settlement. Payment by the Defendants of any attorneys' fees and costs will not reduce the benefits to the Class.

9. WHAT CLAIMS AM I RELEASING IF I REMAIN IN THE CLASS?

Persons who remain in the Settlement Class will not be able to sue, or continue to sue, Defendants about the same legal claims that are the subject of this lawsuit. If you remain in the Settlement Class, you will be legally bound by all of the Orders that the Court issues and the judgments that the Court makes in the proposed Settlement. Under the Settlement Agreement, each person who remains in the Settlement Class will be bound by the following release of claims:

When this settlement becomes effective upon the Final Approval Date, each member of the Settlement Class, for themselves, their heirs, successors and assigns shall have jointly and severally remised, released, acquitted and forever discharged Defendants, including past and present partners, members, officers, directors, shareholders, employees, agents, successors, parents, subsidiaries, affiliates and assigns of and from any and all actions, causes of action, suits, claims, defenses, covenants, controversies, agreements, promises, damages, judgments, demands, liabilities and obligations in law or in equity that members of the Settlement Class, as defined herein, asserted or could have asserted that arise out of or relate to the conduct alleged in the Complaint relating to the specific letters referred to in the Complaint. This release does not affect claims arising out of any other document, does not discharge any financial obligation as between any class member and the alleged creditor or its assignee, nor does it release any claim for any other collection attempts not covered by this Settlement Agreement.

You will remain in the Settlement Class and be bound by the above release unless you remove yourself from the Settlement Class, as described below. If you do not remain in the Settlement Class, you will not be releasing any claims.

YOUR RIGHTS REGARDING THE SETTLEMENT

10. HOW DO I PARTICIPATE IN THE SETTLEMENT?

You must timely submit a signed Claim Form to receive a payment under this settlement. See the blue page at the end of this Notice. To receive a payment from this settlement, the Settlement Administrator must receive your signed Claim Form by March 9, 2018. If you do not timely submit a Claim Form you will remain a Settlement Class Member, not receive a payment and release claims against Defendants unless you exclude yourself (opt out).

Your signed Claim Form must be received by the Settlement Administrator at the address below and on the blue Claim Form no later than March 9, 2018:

**Settlement Administrator
Santiago v. Northland Group Inc.
c/o Atticus Administration, LLC
PO Box 1440
Minneapolis, MN 55440**

11. HOW CAN I REMOVE MYSELF FROM (OPT OUT OF) THE CLASS?

If you want to be excluded (opt out), you must notify the Settlement Administrator in writing. Your written request must include: (1) Your name and address, and (2) a statement that you request to be removed from the Settlement Class in the Santiago v. NGI Class Action Settlement. Your request must be received by the Settlement Administrator at the following address on or before **February 14, 2018**:

**Settlement Administrator
Santiago v. Northland Group Inc.
c/o Atticus Administration, LLC
PO Box 1440
Minneapolis, MN 55440**

If the Settlement Administrator receives your request after February 14, 2018, your request shall be considered untimely and you may continue to be a member of the Settlement Class.

12. WHAT IF I OBJECT TO THE TERMS OF THE SETTLEMENT?

Any Class Member may appear in person or through an attorney at the Final Fairness Hearing in order to oppose the fairness, reasonableness and/or adequacy of the settlement to the extent allowed by the Court, including the payment of Class Counsel's fees, reimbursement of expenses and costs and the Class Representatives' incentive awards.

In order to oppose any of the settlement terms, you must send **written** notice to the Court that includes: a statement of each objection being made; a description of the facts and legal basis for each objection; a statement of whether you intend to appear at the Final Fairness Hearing; a list of witnesses whom you may call by live testimony, oral deposition testimony or affidavit during the Final Fairness Hearing; and a list of exhibits that you may offer during the Final Fairness Hearing, along with copies of all of the exhibits. **You must also provide a copy of that notice to Class Counsel as well as to Defendants.** All documents must contain a reference to Santiago v. NGI, Docket No. 2:15-cv-03608-SRC-CLW.

Any Class Member who does not object in the manner provided above shall be deemed to have waived his/her objection and shall be foreclosed from opposing the fairness, reasonableness, or adequacy of the settlement or payment of Class Counsel's fees and expenses or payment of the Class Representative's incentive award.

Any written objection made by a Class Member **must** be sent to:

<u>The Court</u>	<u>Class Counsel</u>	<u>Defendants</u>
Clerk of the United States District Court of New Jersey Martin Luther King Building & U.S. Courthouse 50 Walnut Street Room 4015 Newark, NJ 07101	The Wolf Law Firm LLC Santiago v. NGI 1520 U.S. Highway 130 Suite 101 North Brunswick, NJ 08902	Hinshaw & Culbertson, LLP Santiago v. NGI 13 th Floor 800 3 rd Ave. New York, NY 10022

Your written objection and supporting documentation must be received by the Court, Class Counsel and Defendant by **February 14, 2018**.

13. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO AND REMOVING MYSELF FROM (OPTING OUT OF) THE SETTLEMENT?

By objecting, you tell the Court that you want to remain in the Class, but that you disagree with the settlement. **You can object only if you remain in the Class. You may not object first and remove yourself (opt out) later.**

Removing yourself (opting out) is telling the Court that you do not want to be part of the Class and do not wish to participate in the settlement. **If you remove yourself (opt out), you cannot object.** Once you remove yourself from (opt out of) the Class, the case no longer affects you.

14. WHAT WILL HAPPEN AT THE FINAL FAIRNESS HEARING?

At the Final Fairness Hearing, the Court will decide whether or not the settlement is fair, reasonable and adequate, and also whether or not payment of the Class Representative's incentive award should be approved. If there are objections, the Court may consider them. The Court will also decide, either at the Final Fairness Hearing or at a subsequent hearing, whether or not payment of Class Counsel's fees and reimbursement of Class Counsel's expenses and costs should be approved.

The Final Fairness Hearing is presently scheduled for April 9, 2018, in Courtroom 4C at the United States District Court of New Jersey Courthouse, which is located at 50 Walnut Street, Newark, New Jersey, 07101.

Unless you wish to object to the proposed settlement, you are not required to attend the Final Fairness Hearing. You are welcome to attend at your own expense. The Court may adjourn the Final Fairness Hearing without further written notice to Settlement Class Members.

ADDITIONAL INFORMATION

15. WHERE CAN I GET MORE DETAILS ABOUT THE CASE?

Do not contact the Court for legal questions or advice.

You may obtain copies of the Complaint and other documents filed in this lawsuit during regular business hours from the United States District Court of New Jersey. You will need to provide the name of the lawsuit and the docket number: Santiago v. Northland Group Inc., et al., Case No. 2:15-cv-03608-SRC-CLW. You may also obtain documents related to the case from the Court's Public Access to Court Electronic Records (PACER) system: www.pacer.gov.

You may also obtain information by contacting Class Counsel or the Settlement Administrator at the address identified in sections 7 and 11.

16. WHAT IF MY ADDRESS OR PHONE NUMBER CHANGES?

If your address or phone number has changed, or changes in the future, you should send your new address and telephone number to the Settlement Administrator at the address listed in the answer to Question 11 above.

SO ORDERED by the United States District Court of New Jersey.