

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
United Collection Bureau, Inc.**

Tremaine K. Watkins and Elizabeth E. Jun v. United Collection Bureau, Inc., 2:15-cv-8516-JLL-JAD
Georgina Sandoval v. United Collection Bureau, Inc., 2:16-cv-1583-WJM-MF
consolidated with
Sungsoo Park v. United Collection Bureau, Inc., 2:15-cv-01306-SRC-CLW

The United States District Court of New Jersey authorized this notice to inform you of your rights under a proposed Settlement with United Collection Bureau, Inc. (“Defendant” or “UCB”). You are a member of the Settlement Class.

As a member of the Settlement Class, you have three options:

- 1) **Do nothing**: This means you remain in the Settlement Class and will receive the settlement benefits described in this notice including a payment in the amount of \$23.57 in exchange for releasing your claims against the Defendant.
- 2) **Remove yourself from the Settlement Class by May 7, 2018**: This means you will **not** receive the settlement benefits and will not give up any claims against Defendant.
- 3) **Remain in the Settlement Class and file an objection with the Court by May 7, 2018.**

What This Case Is About

The Plaintiffs and other New Jersey consumers received collection letters from UCB in an effort to collect a debt on behalf of Citibank, N.A. between (a) February 19, 2014 and February 19, 2015 (*Park v. UCB*) and (b) February 4, 2015 to February 20, 2016) (*Watkins and Jun v. UCB*), and on behalf of LVNV Funding LLC between (c) March 22, 2015 to March 22, 2016 (*Sandoval v. UCB*). Plaintiffs claim that these letters were mailed in a window envelope such that the account number, or a barcode containing the account number, associated with the debt was visible from outside the envelope. Plaintiffs brought claims under the federal Fair Debt Collection Practices Act, a federal law. The Defendant denies any wrongdoing.

What You Will Receive If You Remain in the Settlement Class

If you take no action, you will stay in the proposed settlement and Defendant will pay you \$23.57.

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 Classes. See answer to Question #7 on Page #4 for their contact information.

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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, Sungsoo Park, Tremaine K. Watkins, Elizabeth E. Jun and Georgina Sandoval are the Class Representatives.

2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Sungsoo Park originally filed a lawsuit against Defendant on February 19, 2015, captioned Sungsoo Park v. United Collection Bureau, Inc., 2:15-cv-01306-SRC-CLW. Plaintiff Tremaine K. Watkins originally filed a lawsuit against Defendant on December 9, 2015; which was later amended to add Plaintiff Elizabeth E. Jun on February 3, 2016, captioned 2:15-cv-8516-JLL-JAD. Plaintiff Georgina Sandoval filed a lawsuit on March 22, 2016, captioned 2:16-cv-1583-WJM-MF. All three complaints, which were consolidated into one complaint for purposes of settlement, alleged that Defendant 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 forbids a debt collector from using unfair or unconscionable means to collect or attempt to collect a debt.

The Class Representatives claim that in its attempts to collect an alleged debt, UCB sent letters that were mailed in a window envelope such that the account number, or the barcode containing the account number, associated with the debt was visible from outside the envelope. They further claim that showing the account numbers, or barcodes containing the account numbers, through the window on the envelope violated the FDCPA.

Defendant denies that it did anything wrong.

3. WHY DID I GET THIS NOTICE?

You received this Notice because UCB’s records show that during the period from (a) February 19, 2014 and February 19, 2015, (b) February 4, 2015 to February 20, 2016, or (c) March 22, 2015 to March 22, 2016, UCB sent you a letter that was mailed in a window envelope and was not returned as undeliverable in an attempt to collect a debt that was allegedly owed to either Citibank, N.A. or LVNV Funding LLC.

4. WHY IS THERE A SETTLEMENT?

The Class Representatives and Defendant agreed to this settlement to avoid the expense of a trial and possible appeals, and to ensure that the affected consumers will receive money. The Class Representatives 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, Defendant does not admit any wrongdoing and specifically denies each and every claim and allegation of violating any law.

5. WHO IS IN THE CLASS?

You are a member of the Class if:

- a. You had an address in Hackensack, New Jersey and during the period of from February 19, 2014 to February 19, 2015, Defendant sent you one or more collection letter(s) on behalf of Citibank, N.A., which was not returned by the United States Postal Service as undeliverable, was sent in a windowed envelope such that Defendant's reference number associated with the debt and/or the barcode containing Defendant's reference number associated with the debt was visible from outside the envelope; or
- b. You had an address anywhere in the State of New Jersey and during the period from February 4, 2015 to February 20, 2016, Defendant sent one or more collection letter(s) on behalf of Citibank, N.A., which was sent in a windowed envelope such that the barcode containing Defendant's reference number associated with the debt was visible from outside the envelope; or
- c. You had an address anywhere in the State of New Jersey and during the period from March 22, 2015 to March 22, 2016, Defendant sent one or more collection letter(s) on behalf of LVNV Funding LLC, which was sent in a windowed envelope such that the barcode containing the Defendant's reference number associated with the debt was visible from outside the envelope.

Defendant has identified 4,541 persons as meeting at least one of these definitions.

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
Suite 701
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 Defendant (see Question 9 below for a description of the released claims), all Class Members will receive the benefits described below.

\$23.57 Payment to Each Settlement Class Member

To resolve claims of all Class Members, UCB agreed to pay \$107,180.00 which would result in a payment of \$23.57 to each Settlement Class Member if no Settlement Class Members remove themselves.

The money from any uncashed checks will be paid as a charitable contribution to Northeast New Jersey Legal Services, Inc. with no restrictions on its use. Northeast New Jersey Legal Services provides free legal assistance to low-income residents in Bergen, Passaic and Hudson counties of New Jersey for their civil legal problems. The organization strives to secure substantive and procedural justice for those living in poverty.

The Defendant Will Pay All Costs of Administering the Settlement

The Defendant will pay all costs and expenses associated with administering the settlement, including the Settlement Administrator's fees and costs.

The Defendant Will Pay the Class Representatives

The Defendant will pay Mr. Park \$4,000 in recognition of his efforts on behalf of the Class and to resolve his individual claims. The Defendant will pay \$2,500 each to Plaintiffs Tremaine K. Watkins, Georgina Sandoval, and Elizabeth E. Jun in recognition of their efforts on behalf of the Class and to resolve their individual claims.

The Defendant Will Pay Class Counsel's Fees and Costs

Class Counsel will ask the Court for attorneys' fees and costs in the amount of approximately \$250,000.00 to be paid by Defendant. The Defendant has agreed to pay reasonable attorneys' fees and costs in an amount that the Court may award pursuant to the Fair Debt Collection Practices Act. Class Counsel will file an initial fee application with the Court prior to the date scheduled for the Fairness Hearing seeking approximately \$250,000.00 in reasonable attorneys' fees and costs for the time spent and costs incurred by Class Counsel through the date of the Fairness Hearing. Class Counsel will also file supplemental fee application(s) for any further reasonable amounts of time spent and costs incurred beyond that date.

The amounts that Class Counsel will seek will include 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 of the settlement and settlement administration. 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 Defendant 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, UCB 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, other than Named Plaintiffs, for themselves, their heirs, successors and assigns, will be deemed to have released, and by operation of the Final Approval Order shall have fully, finally, and forever released, relinquished, remised, acquitted, and forever discharged Defendant, and each of Defendant's past or present officers, directors, partners, agents, employees, attorneys, accountants or auditors, consultants, legal representatives, predecessors, successors, assigns, parents, subsidiaries, and divisions, and any entity that controls Defendant, or any one of them, separately or jointly, of and from any and all actions, causes of action, suits, claims, defenses, covenants, controversies, agreements, promises, damages, judgments, demands, liabilities and obligations whatsoever, in law or in equity, under federal or state law, including Unknown Claims, arising out of, or related to, the factual allegations and legal claims asserted or could have asserted in the Action, in connection with the practices described in all versions of the Complaint in this action, limited to any and all such claims relating to Defendant sending specific letters in attempting to collect the consumer debt allegedly owed to Citibank, N.A. (Classes One & Two) or LVNV Funding, LLC (Class Three).

This release 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 will be automatically included in the proposed Settlement unless you remove yourself from the Settlement. If you do not remove yourself, and the Settlement is approved by the Court, you will be mailed a check as described above and you will be bound by the above Release.

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) the statement "I request to be removed from the Settlement Class in the Park v. UCB Class Action Settlement." You must also sign your request. Your request must be received by the Settlement Administrator at the following address on or before May 7, 2018:

United Collection Bureau, Inc. Settlement
c/o Atticus Administration, LLC
PO Box 1440
Minneapolis, MN 55440

If the Settlement Administrator receives your request after May 7, 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: your name and address; a sentence stating that to the best of your knowledge you are a Settlement Class member; a statement of each objection being made; a description of the facts and legal basis for each objection; a statement of whether you and/or a lawyer representing 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 use 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 Counsel for Defendant.** All documents must contain a reference to the name and number of the case: Park v. UCB, Docket No. 2:15-cv-01306-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 Representatives' incentive awards.

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

<u>The Court</u>	<u>Class Counsel</u>	<u>Counsel for Defendant</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 <i>Park v. UCB</i> 1520 U.S. Highway 130 Suite 101 North Brunswick, NJ 08902	Ethan G. Ostroff Troutman Sanders, LLP <i>Park v. UCB</i> 222 Central Park Avenue Suite 2000 Virginia Beach, VA 23462

Your written objection and supporting documentation must be received by the Court, Class Counsel and Counsel for Defendant by May 7, 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 incentive awards 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, the amount of Class Counsel's attorneys' fees and costs that should be approved.

The Final Fairness Hearing is presently scheduled for July 10, 2018, in Courtroom MLK 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: *Park v. United Collections Bureau*, Case No. 2:15-cv-01306-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 numbers 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. You may also contact the Settlement Administrator by calling (888) 442-8688 or sending an e-mail to: UCBSettlement@atticusadmin.com.