

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

MELISSA DEVIN MAGNESS	:	CIVIL ACTION
	:	
v.	:	
	:	
WALLED LAKE CREDIT BUREAU, LLC,	:	NO. 12-cv-6586
et al.	:	

**ORDER GRANTING PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Before the Court is Plaintiff's Unopposed Motion for Preliminary Approval of Settlement seeking preliminary approval of the settlement (the "Settlement") of this class action asserting claims for alleged violations of the Fair Debt Collections Practices Act ("FDCPA"), 15 U.S.C. §§ 1692 *et seq.* The terms of the Settlement are set out in a Settlement Agreement and Release ("Settlement Agreement") that has been executed by Plaintiff's counsel and counsel for Defendants. Capitalized terms not otherwise defined in this Order shall have the same meaning as ascribed to them in the Settlement Agreement.

The Court, having considered the requirements of Federal Rule of Civil Procedure 23 and the papers and Memorandum of Law filed in support of the Motion to Preliminarily Approve Settlement, including specifically the parties' Settlement Agreement, hereby ORDERS as follows:

**I. CLASS FINDINGS**

The Court PRELIMINARILY FINDS, for purposes of this Settlement, that the requirements of the Federal Rules of Civil Procedure and any other applicable law have been met as to the Proposed Class, in that:

a) The Settlement Class numbers over 12,000 and, therefore, is so numerous that joinder would be impracticable;

b) Based on the allegations in the Amended Complaint, there are one or more questions of fact and/or law common to the Settlement Class;

c) Based on the allegations in the Amended Complaint, the claims of the Plaintiff are typical of the claims of the Class. Each class member was sent a Borrower Response Package from Defendants containing the same challenged statements;

d) The Plaintiff will fairly and adequately protect the interests of the Settlement Class in that: (i) the interests of the Plaintiff and the nature of her claims are consistent with those of all members of the Settlement Class; (ii) there appear to be no conflicts between or among the Plaintiff and the members of the Settlement Class; and (iii) the Plaintiff and the members of the Settlement Class are represented by qualified counsel who and are experienced in preparing and prosecuting complex class actions;

e) The prosecution of separate actions by individual members of the Settlement Class would create a risk of: (i) inconsistent or varying adjudications as to individual members of the Settlement Class that would establish incompatible standards of conduct for the parties opposing the claims asserted in the case; and (ii) adjudications as to individual members of the Settlement Class that would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudications, or substantially impair or impede those person's ability to protect their interests; and

f) Common issues of law and fact predominate over any potential individual issues, as the predominant issue is whether the Borrower Response Packages sent by Defendants to Plaintiff and the Settlement Class contained statements that were false, deceptive or misleading in violation of the Fair Debt Collections Practices Act, 15 U.S.C. SEC 1692e.

## **II. CLASS CERTIFICATION**

Based on the findings set out above, the Court hereby certifies the following Class:

"Settlement Class" means the borrowers associated with a Covered Account. The identity of the Settlement Class members is set forth in individuals listed as having a Covered Account and submitted to the Claims Administrator, who do not otherwise exclude themselves per the terms of this Agreement. Regardless of the number of borrowers associated with a Covered Account, there may only be one Participating Class Member per Covered Account. Excluded from the Settlement Class are all persons who validly request exclusion from the Settlement Class.

"Covered Accounts" mean the list of approximately 12-13,000 accounts in the Commonwealth of Pennsylvania that BOA has identified in available records as having been sent the BRP; the list of accounts shall be sent to the Claims Administrator. Covered Accounts are only those accounts which BOA's records reflect were sent the BRP at any time from March 22, 2012 to November 19, 2012.

As noted above, Plaintiff Melissa Magness is an adequate and typical class representative, and the Court hereby appoints her as class representative for the Settlement Class.

As required by Fed. R. Civ. P. 23(g), the Court also has considered: (i) the work Class Counsel has done in identifying or investigating potential claims in the case; (ii) Class Counsel's experience in handling class actions, other complex litigation, and claims of the type asserted in this case; (iii) Class Counsel's knowledge of the FDCPA as it applies to the claims in this cases; and (iv) the resources Class Counsel has committed to representing Plaintiff in this case. Based on these factors, the Court finds that Class Counsel has and will continue to represent fairly and adequately the interests of the Settlement Class. Accordingly, pursuant to Fed. R. Civ. P. 23(g)(2), the Court designates Kalikhman and Rayz, LLC and Connolly Wells & Gray, LLP as Class Counsel with respect to the Settlement Class.

### **III. PRELIMINARY APPROVAL OF SETTLEMENT**

The proposed settlement between the parties documented in the Settlement Agreement appears to be fair, reasonable and adequate and in the best interests of the Class. As such, the proposed settlement is hereby preliminarily approved pending a final hearing on the settlement as provided herein.

### **IV. FINAL APPROVAL HEARING**

A Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e) is hereby scheduled for Thursday, February 5, 2015, at 10:00 a.m. in Courtroom 6A, United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, Pennsylvania 19106, to determine whether the proposed Settlement on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should receive final approval by the Court; whether the Settlement Class and its representation by the Plaintiff and Class Counsel satisfy the requirements of Fed. R. Civ. P. 23; whether Class Counsel's application for an award for attorneys' fees and reimbursement of litigation expenses and enhancement award for Plaintiff should be granted; and any other issues necessary for final approval of the Settlement.

**V. CLASS NOTICE**

The Court hereby APPROVES Class Notice substantially in the same form and with the same content as that attached hereto as “Exhibit A,” finding that it constitutes due and sufficient notice of the settlement and the matters set for in the notice to all persons entitled to receive notice, and fully satisfies the requirements of due process, the Federal Rules of Civil Procedure, and all other applicable law. The Court hereby APPROVES the Claim Form substantially in the same form and with the same content as that attached hereto as “Exhibit B.”

**VI. REQUESTS FOR EXCLUSION**

Members of the Class may exclude themselves from the Settlement by sending a letter by mail to the Claims Administrator, that is postmarked on or before the Notice Response Deadline, and (a) is signed by the Class Member; (b) includes their full name, address and phone number; and (c) includes the following statement: “I/we request to be excluded from the settlement in the Magness action.”

**VII. OBJECTIONS TO SETTLEMENT**

Class Members may choose to object to the fairness, reasonableness or adequacy of the Settlement by submitting written objections to the Court and mailing copies to Class Counsel, counsel for Defendants, and the Claims Administrator. All objections to the Settlement must be postmarked no later than the Notice Response Deadline.

Objections, and any other papers submitted for the Court’s consideration in connection with issues to be addressed at the Final Approval Hearing shall be submitted to:

Clerk of the Court  
United States District Court  
Eastern District of Pennsylvania  
601 Market Street, Room 2609  
Philadelphia, PA 19106

Copies of any objections and any other papers must be mailed to following:

Class Counsel	Counsel for Defendants
<p><b>Connolly Wells &amp; Gray, LLP</b>  2200 Renaissance Boulevard  Suite 308  King of Prussia, PA 19406</p> <p><b>Kalikhman &amp; Rayz, LLC</b>  1051 County Line Road  Huntingdon Valley, PA 19006</p>	<p><b>Reed Smith, LLP</b>  Three Logan Square  1717 Arch Street  Suite 3100  Philadelphia, A 19103</p> <p><b>Ballard Spahr, LLP</b>  1735 Market Street  51<sup>st</sup> Floor  Philadelphia, PA 19103</p>

Any member of the Settlement Class or other person who does not timely file and serve a written objection complying with the terms of this paragraph shall be deemed to have waived, and shall be foreclosed from raising, any objection to the Settlement, and any untimely objection shall be barred.

Any member of the Settlement Class who files and serves a timely, written objection pursuant to the terms of this Order may also appear at the Final Approval Hearing with in person or through counsel retained at the Objector's expense. Class Members or their attorneys intending to appear and be heard at the Final Approval Hearing must provide a notice of intention to appear to the Clerk of the Court, the Claims Administrator, Counsel for Defendants, and Class Counsel, at the addresses listed above. Notices of intention to appear must be postmarked no later than thirty (30) calendar days prior to the Final Approval Hearing.

Class Counsel and counsel for Defendants should be prepared at the Final Approval Hearing to respond to any objections filed by Class Members.

**VIII. MOTION IN SUPPORT OF FINAL SETTLEMENT APPROVAL,  
APPLICATION FOR FEE, EXPENSES AND ENHANCEMENT AWARD**

Plaintiff's Motion in Support of Final Approval of Settlement and related relief shall be filed with the Court and served on all counsel of record at least seven calendar days prior to the

Final Approval Hearing, or no later than Tuesday, January 27, 2015. Further, any application by Class Counsel for attorneys' fees and reimbursement of litigation expenses and for an Enhancement Award for the Named Plaintiff, and all papers in support thereof, shall be filed with the Court and served on all counsel of record at least seven calendar days prior to the Final Approval Hearing, or no later than Tuesday, January 27, 2015. Copies of such materials shall be available for inspection at the office of the Clerk of this Court and made available on the website identified in the Class Notice.

BY THE COURT:

/s/ Legrome D. Davis

Legrome D. Davis, J.

# EXHIBIT A

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

**MELISSA DEVIN MAGNESS V. WALLED LAKE CREDIT BUREAU, et al.**

**OFFICIAL COURT NOTICE**  
**IMPORTANT – PLEASE READ CAREFULLY**

**YOU MAY GET MONEY FROM THIS CLASS ACTION SETTLEMENT AND YOUR RIGHTS ARE  
AFFECTED BY THE LEGAL PROCEEDINGS IN THIS SETTLEMENT.**

**A FEDERAL COURT AUTHORIZED THIS NOTICE.  
THIS IS NOT A SOLICITATION FROM A LAWYER.**

**A. Why is this notice being sent?**

This notice is to inform you of a Class Action Settlement in the case *Magness v. Walled Lake Credit Bureau, et al.*, Case No. 12-cv-06586-LDD, pending in the United States District Court for the Eastern District of Pennsylvania (the “Lawsuit”).

The Plaintiff in the Lawsuit filed suit against Bank of America, N.A. and Walled Lake Credit Bureau LLC, alleging violations of the Fair Debt Collections Act 15 U.S.C. § 1692, *et seq.* (“FDCPA”). The Plaintiff seeks to represent a class of individuals who reside and/or resided in the Commonwealth of Pennsylvania and received a “Borrower Response Package” (“BRP”) from Bank of America (“BANA”) and/or Walled Lake Credit Bureau (“WLCB”) (BANA and WLCB together shall be referred to as “Defendants”) between March 22, 2012 and November 19, 2012. According to BANA’s records, you were a recipient of the BRP. The Plaintiff alleged that the BRP contained false and misleading information. Specifically, while the BRP references BANA’s loan modification programs, the Plaintiff asserted it was a communication attempting to collect a debt that violated the FDCPA. Both BANA and WLCB have denied Plaintiff’s allegations in their entirety and continue to assert that the BRP was offering loan modification services and complied with all legal requirements.

After extensive negotiations, the Parties (Plaintiff and Defendants) have reached a settlement of the Lawsuit (the “Settlement Agreement”). The Court has granted preliminary approval of the Settlement and has scheduled a hearing on Thursday, February 5, 2015, at 10:00 a.m. in Courtroom 6A to determine whether to grant final approval.

**IF YOU ARE ONE OF THE INDIVIDUALS DESCRIBED IN THIS NOTICE WHO IS AFFECTED BY THE PROPOSED SETTLEMENT, YOU MAY GET MONEY FROM THIS SETTLEMENT. TO RECEIVE THE FULL AMOUNT TO WHICH YOU MAY BE ENTITLED, YOU MUST COMPLETE AND SUBMIT THE ENCLOSED “CLAIM FORM” TO THE CLAIMS ADMINISTRATOR, GARDEN CITY GROUP (THE “CLAIMS ADMINISTRATOR”) BY [DATE 60 DAYS AFTER MAILING]. PLEASE SEE THE ATTACHED FORM FOR ADDITIONAL INFORMATION.**

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

### **B. Who is affected by the proposed Settlement?**

The Lawsuit was filed as a class action. In a class action, one or more people called “class representatives” (here, Plaintiff Melissa Magness) sue on behalf of people who allegedly have similar claims. This group is called a “class” and the persons included are called “class members.” One court resolves the issues for all of the class members, except for those who exclude themselves from the class. Here, the Court has certified a class action for settlement purposes only.

The Plaintiff is serving as the Class Representative for a class of approximately 12,582 individuals from the Commonwealth of Pennsylvania who received the BRP between the dates of March 22, 2012 and November 19, 2012.

### **C. What is this case about?**

Plaintiff brought the Lawsuit against BANA and WLCB claiming the BRP contained false and misleading information in violation of the FDCPA. Specifically, Plaintiff alleged that the BRP was a communication from a debt collector that did not meet the requirements of the FDCPA, and that it misled borrowers by stating it was only a communication concerning BANA’s loan modification programs.

The parties in this Litigation disagree as to the probable outcome of the Lawsuit with respect to liability and damages if it were not settled. While the Plaintiff was prepared to proceed with litigating the case described above, the Plaintiff recognizes that litigating is a risky proposition and that she may not have prevailed on any or all of her claims. BANA and WLCB expressly deny any wrongdoing or legal liability arising out of any of the claims alleged in the Lawsuit. BANA continues to assert that the BRP was a communication designed to offer assistance to borrowers and provide information regarding certain loan modification programs. BANA and WLCB have asserted strong defenses to the Plaintiff’s claims.

This Settlement is the result of good-faith, arms-length negotiations between the Plaintiff and Defendants, through their respective attorneys. Both sides agree that, in light of the risks and an expense associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Settlement Class.

### **D. What are my options?**

You have four options with regard to this Settlement. You can: 1) participate in the Settlement in full by filing the enclosed Claim Form; 2) object to the Settlement; 3) exclude yourself from the Settlement by mailing a request to opt out; or 4) do nothing. Details about each option and how each option will affect your rights under the law are explained below.

### **E. What are the terms of the proposed Settlement?**

Under the Settlement Agreement, BANA and WLCB will pay Five Hundred Fifty Thousand Dollars (\$550,000) into a settlement fund (the “Gross Settlement Fund”) to settle the Lawsuit. The Gross Settlement Fund will be deposited into a qualified settlement fund to cover all payments to class members, as well as attorneys’ fees and litigation costs; settlement

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

administration costs; and an Enhancement to the Plaintiff for bringing and prosecuting the Lawsuit. After attorneys' fees and costs, settlement administration costs, and Enhancement Award (if awarded by the Court) are deducted from the Gross Settlement Fund, the remainder will be the Net Settlement Fund.

The Net Settlement Fund will be divided amongst the Settlement Class Members who elect to participate in the Settlement by timely submitting valid Claim Forms ("Participating Class Members"). The exact amount to be received by each Participating Class Member cannot be determined until the final number of Participating Class Members has been identified. The Fund will be divided pro rata among all Participating Class Members, after attorneys' fees and costs and an Enhancement Award to the Plaintiff have been deducted. You do not need to do anything to qualify for a payment.

The maximum amount any Participating Class Member can receive is \$1,000, which is the statutory damages cap for an individual under the FDCPA. In the event that all Settlement Class Members become Participating Class Members, and the Court awards the Plaintiff the requested Enhancement Award and the attorneys' fees requested, the minimum a Participating Class Member shall receive is approximately \$\_\_\_\_\_, and the maximum is \$1,000. The exact amount each Participating Class Member will receive can only be determined after the Court determines how many individuals submitted completed valid and timely Claim Forms

**IX.** In addition to the amount paid to the Gross Settlement Fund, Defendants have agreed to pay Plaintiff Magness Fifteen Thousand Dollars (\$15,000), which represents her actual damages in this case, as an Individual Settlement of her claims. Plaintiff Magness, who took the risk of bringing this Lawsuit, took a lead role in prosecuting the litigation and assisted in its resolution by, among other things, sitting for a deposition and attending a full-day mediation, will request from the Court to receive an Enhancement Award of \$5,000 in recognition of these risks and the benefit she helped obtain for Settlement Class Members.

<b>A. Who represents the Parties?</b>
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*Plaintiff and Settlement Class Members:*

Arkady Eric Rayz  
Kalikhman & Rayz, LLC  
1051 County Line Road  
Suite A  
Huntingdon Valley, PA 19006  
Phone: (215) 364-5030  
Fax: (215) 364-5029

Gerald D. Wells, III  
Connolly Wells & Gray, LLP  
2200 Renaissance Blvd.,  
Suite 308  
King Of Prussia, PA 19406

*Bank of America:*

Andrew J. Soven  
Reed Smith LLP  
Three Logan Square 1717 Arch St.  
Suite 3100  
Philadelphia, PA 19103  
Phone: 215-851-8288  
Fax: 215-851-1420

*Walled Lake Credit Bureau:*

Martin C. Bryce, Jr.  
Ballard Spahr Andrews and Ingersoll, LLP  
1735 Market Street  
51st Floor

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Phone: (610) 822-3700  
Fax: (610) 822-3800

Philadelphia, PA 19103  
Phone: 215-864-8238  
Fax: 215-864-9511

### **B. How will the attorneys for the class be paid?**

Settlement Class Counsel, as defined in the Settlement Agreement, will request an award of (i) fees that do not exceed 40% of the Gross Settlement Amount; and (ii) reasonable out-of-pocket expenses. Any attorneys' fees and costs awarded in conjunction with the Settlement shall be paid from the Gross Settlement Fund. Any fees and costs awarded by the Court in connection with this Settlement shall include and constitute satisfaction of the entire amount of attorneys' fees and costs awarded by the Court, and shall be distributed by the Claims Administrator after the Court makes a determination regarding the amount of any fees and costs to be awarded. Class Counsel's Motion for Attorneys' Fees and Costs will be a public document filed with the Court. Once filed, Class Counsel's Motion will be available on the website maintained by the Claims Administrator, [www.XXXX.com](http://www.XXXX.com). The actual amount awarded will be determined by the Court to ensure that the amount of attorneys' fees and costs are reasonable.

### **C. How do I participate in the Settlement and what happens if I do participate?**

**To receive a distribution from the Settlement Fund, you must complete, sign and return the enclosed Claim Form by mailing it to the Claims Administrator, postmarked no later than [Date 60 Days after mailing].** If the Court approves the Settlement, you will receive a distribution amount calculated as described in Section 5. The Claim Form is enclosed with this Notice and may also be obtained by contacting the Claims Administrator at the address or phone number that appears at the end of this notice.

Should you choose to return your Claim Form and participate in the Settlement, and if the Court grants final approval of the Settlement, you will be deemed by the Court to have fully and irrevocably released and waived any and all FDCPA and debt collection related claims you may have against BANA and WLCB through the date the Court grants final approval to the Settlement. You will be unable to bring any claim against BANA or WLCB that is included in the Release of Claims listed on the Claim Form. The full release and covenant not to sue is contained in the Claim Form.

If you submit a valid Claim Form, you will receive your Settlement check for your distribution from the Net Settlement Fund after final approval and after the Settlement becomes effective.

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

### **D. How quickly must I act to participate in the Settlement?**

To join the Lawsuits and receive a distribution from the Settlement Fund, you must properly complete and timely submit the enclosed Claim Form to the Claims Administrator.

**THE CLAIM FORM MUST BE POSTMARKED OR RECEIVED BY THE CLAIMS ADMINISTRATOR AT THE ADDRESS SET FORTH BELOW ON OR BEFORE [DATE 60 DAYS AFTER MAILING].**

### **E. What if I choose to object to the Settlement?**

You can object to the terms of the settlement before final approval. However, if the Court approves the settlement, you may still be bound by the terms of the settlement. You may both object to the settlement and participate in it, but you must timely file a Claim Form to receive your distribution from the Settlement Fund.

To object, you must submit a written objection, along with any supporting documents or materials by **[DATE 60 DAYS AFTER MAILING]** to the Court and you must serve a copy on the counsel for both Parties at the addresses listed above. Any Settlement Class member who does not object in the manner described above shall be deemed to have waived any objections, and shall forever be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees, litigation costs, the Enhancement Award to the Plaintiff, the claims process, and any and all other aspects of the Settlement.

**IF YOU INTEND TO OBJECT TO THE SETTLEMENT, BUT WISH TO RECEIVE YOUR FULL SHARE OF THE SETTLEMENT FUNDS, YOU MUST STILL TIMELY FILE YOUR CLAIM FORM AS STATED ABOVE. IF THE COURT APPROVES THE SETTLEMENT DESPITE YOUR OR ANY OTHER OBJECTION AND YOU HAVE NOT SUBMITTED A CLAIM FORM, YOU WILL NOT RECEIVE ANY PROCEEDS AND YOU WILL STILL BE BOUND BY THE RELEASE OF CLAIMS.**

### **F. What if I choose to exclude myself from or "opt out" of the Settlement?**

You may exclude yourself from the Settlement by submitting a request to opt out of the Settlement. Class Members who wish to exercise this option must send a letter by mail to the Claims Administrator that (a) is signed by the Class Member; (b) includes their full name, address and phone number; and (c) includes the following statement: "I/we request to be excluded from the settlement in the Magness action." No request for exclusion will be valid unless all of the information described above is included. A fully completed and properly executed Opt Out must be received by the Claims Administrator from a Class Member and postmarked on or before Thursday, January 22, 2015, 14 days prior to the Final Approval Hearing. If you submit a request to opt out but also submit a valid Claim Form, you will receive a Cure letter seeking clarification. Absent a response to the contrary, you will be deemed to have opted out of the Settlement. If you timely complete and submit an opt-out request, you will not participate in these proceedings, or receive any money from the Settlement. If you opt out, you will not be subject to the Release of Claims set forth in the Settlement Agreement and Claim Form.

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

### **G. What if I do nothing?**

**If you do nothing, you will not receive any distribution from the Settlement Fund and you will still be bound by the Release of Claims.**

You are strongly encouraged to make a decision as to whether you wish to participate in the Settlement and receive a distribution from the Settlement Fund and to return the appropriate form within the allotted time period.

### **H. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval Hearing at 10 a.m. on Thursday, February 5, 2015, at the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106, in Courtroom 6A. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 10 above, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiff.

### **I. Do I have to attend the Final Approval Hearing?**

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear at your own expense.

### **J. Who can answer questions regarding the Settlement?**

This Notice only summarizes the Settlement terms for the Lawsuit. For more information about the settlement or if you have any questions regarding the settlement, you may contact the Claims Administrator at:

**Claims Administrator: *Magness v. Walled Lake Credit Bureau, et al.***

**c/o [NAME]**

**[ADDRESS]**

**[TOLL-FREE NUMBER]**

The Claims Administrator will also have the information contained in this Notice posted on a website: [www.xxxx.com]

You also may contact any of the Settlement Class Counsel at the telephone numbers listed above.

**Do not contact the Court directly about this matter. The Court cannot provide you with legal advice or any opinion regarding the Lawsuits or proposed settlement.**

# EXHIBIT B

**MELISSA DEVIN MAGNESS V. WALLED LAKE CREDIT BUREAU, et al.**

c/o [Claims Administrator]

[Address]

[Phone]

[Class Member Name] [Class Member Address]	Name/Address Changes (if any):  Name: _____ Address: _____ _____ Phone: ( _____ ) _____ - _____
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**SIGN THIS FORM ONLY IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT AND  
RECEIVE YOUR SHARE OF THE SETTLEMENT FUNDS**

**You must sign and return this Claim Form, POSTMARKED NO LATER THAN [DATE\_\_\_ DAYS FROM MAILING] to receive your share of the Settlement.**

Your share of the Settlement is based on a pro-rata distribution of the Net Settlement Fund. Your pro-rata distribution will be calculated by dividing the Net Settlement Fund by the total number of Participating Class Members, as detailed in the Notice. The maximum you can receive under the terms of the Settlement is \$1,000, which is the statutory damages cap under the Fair Debt Collections Practices Act ("FDCPA"). If all Settlement Class Members become Participating Class Members, and the Court awards all the attorneys' fees and costs and the Plaintiff's Enhancement Award, then the minimum you will receive is approximately \$\_\_\_\_\_.

**RELEASE:** By participating in this Settlement, you shall be deemed to fully, forever, irrevocably and unconditionally release, remise, and discharge Bank of America, N.A. and Walled Lake Credit Bureau, L.L.C., Dialogue Marketing, Inc., Urban Settlement Services, LLC (DBA Urban Lending Solutions), all companies to which they are related by ownership or as a holding company, together with all of their respective members, owners, shareholders, predecessors, successors and assigns; the past, present, and future, direct and indirect, parents (including, but not limited to holding companies) and subsidiaries of any of the above; and the past, present and future principals, trustees, partners, insurers, officers, directors, employees, agents, advisors, attorneys, members, owners, shareholders, predecessors, successors, assigns, representatives, heirs, executors, and administrators of any of the above (collectively referred to as the "Released Parties"), from any and all suits, actions, causes of action, claims, or demands against the Released Parties or any of them any and all actual or potential claims, actions, causes of action, suits, counterclaims, cross claims, third party claims, contentions, allegations, and assertions of wrongdoing, and any demands for any and all debts, obligations, liabilities, damages (whether actual, compensatory, treble, punitive, exemplary, statutory, or otherwise), attorneys' fees, costs, expenses, restitution, disgorgement, injunctive relief, any other type of equitable, legal or statutory relief, any other benefits, or any penalties of any type whatever, whether known or unknown, suspected or unsuspected, contingent or noncontingent, or discovered or undiscovered, whether asserted in federal court, state court, arbitration or otherwise, and whether triable before a judge or jury or otherwise, based on violation of the FDCPA, FDCPA PA Equivalents, Pennsylvania's Unfair Trade Practices and Consumer Protection Law, or any other state, federal, or local law, statute, regulation or common law, that were alleged (or that could have been alleged) in the Action with respect to the Borrower Response Package. Specifically excluded from this release is any and all claims arising from or related to the Telephone Consumer Protection Act ("TCPA").

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I, [NAME], certify by signing below that I wish to participate in the proposed Settlement in this matter.

I also certify that I agree to be bound by the Release contained in the Settlement Agreement and reproduced above.

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Signature

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Date