

**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

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**TRS RECOVERY SERVICES, INC., and
TELECHECK SERVICES, INC., Fair
Debt Collections Practices Act (FDCPA)
Litigation**
-----X

**MDL 2426
Master File Civ. No. 2:13-md-2426-DBH

CLASS ACTION**

This Document Relates To:

JEAN LaROCQUE, ex rel. DEIDRE J. SPANG
v. TRS RECOVERY SERVICES, INC. and
TELECHECK SERVICES, INC.
Civ. No. 11-00091-DBH

MELISSA ALLEN v. TRS RECOVERY
SERVICES, INC. and TELECHECK
SERVICES, INC.
Civ. No. 2:11-cv-00091-DBH

**PLAINTIFFS' UNCONTESTED MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND NOTICE TO CLASS**

Pursuant to Fed. R. Civ. P. 23(c), Plaintiffs Jean LaRocque and Melissa Allen respectfully move this Honorable Court for an Order (1) preliminarily approving the terms of an Agreement of Compromise and Settlement with Defendants TRS Recovery Services, Inc. and TeleCheck Services, Inc. ("Settlement Agreement") as within the range of fair, adequate and reasonable; (2) provisionally certifying two settlement classes and one settlement subclass ("Settlement Classes") for settlement purposes only; (3) approving the notice program and finding that the form and content of the notices of settlement satisfy due process; (4) approving the procedures for members of Settlement Classes to exclude themselves or to object to the settlement; (5) designating counsel for the Settlement Classes; (6) preliminarily enjoining all members of the Settlement Classes, unless and until they have timely and properly excluded themselves from the Settlement Classes, from participating as plaintiffs or class members in any other lawsuits based on, relating to, or

arising out of any of the claims asserted in this case; and, (7) scheduling a hearing date for final approval of the Settlement Agreement.

In support thereof, Plaintiffs rely upon and incorporate by reference the attached Memorandum of Law and Appendix I, including exhibits.

Defendants do not contest the requested relief.

Respectfully submitted,

FRANCIS & MAILMAN, P.C.

Date: April 16, 2015

BY:

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CERTIFICATE OF SERVICE

I do hereby certify that on this 16th day of April, 2015, I caused a true and correct copy of the foregoing Plaintiffs' Uncontested Motion For Preliminary Approval Of Class Action Settlement And Notice To Class to be served by ECF notification upon the following counsel of record:

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MELISSA ALLEN v. TRS RECOVERY
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SERVICES, INC.
Civ. No. 2:11-cv-00091-DBH

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS'
UNCONTESTED MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND NOTICE TO CLASS**

Pursuant to Fed.R.Civ.P.23(e), and for reasons set forth below, Plaintiffs Jean LaRocque and Melissa Allen move the Court for an Order: (1) approving the terms of an Agreement of Compromise and Settlement ("Settlement Agreement")¹ with Defendants TRS Recovery Services, Inc. and TeleCheck Services, Inc. (collectively "Defendants") as within the range of fair, adequate and reasonable; (2) provisionally certifying two settlement classes and one settlement subclass (the

¹ The Settlement Agreement is attached hereto as Appendix I. With the Settlement Agreement, Plaintiffs also submit the following: a proposed Final Approval Order (Exhibit A); proposed Long Form Notice (Exhibit B); proposed Mail Notice (Exhibit C); proposed Publication Notice (Exhibit D); proposed Claim Form (Exhibit E); proposed Preliminary Approval Order (Exhibit F); two revised RECR3 letters incorporating changes referenced in the Settlement Agreement (Exhibits G-1 and G-2); and, a proposed Claim Form for use by Maine residents who receive publication notice (Exhibit H).

“Settlement Classes”) for settlement purposes only; (3) approving the notice program and finding that the form and content of the notices of settlement satisfies due process; (4) approving the procedures for members of Settlement Classes to exclude themselves or to object to the settlement; (5) designating counsel for the Settlement Classes (“Class Counsel”); (6) preliminarily enjoining all members of the Settlement Classes, unless and until they have timely and properly excluded themselves from the Settlement Classes, from participating as plaintiffs or class members in any other lawsuits based on, relating to, or arising out of any of the claims asserted in this case; and (7) scheduling a hearing date for final approval of the Settlement Agreement. The parties anticipate, if approved, the proposed notice will be mailed to approximately 300,000 class members nationwide.

Defendants do not oppose the requested relief but expressly reserve all rights and defenses to the claims in this litigation.

As grounds for this motion, the Plaintiffs state:

I. DEFINITION OF CERTIFIED CLASSES

By Order of June 4, 2013 (Dkt. No. 17), the Court followed up on its decision of July 17, 2012, and certified the following three classes:

Class 1: “All natural persons with an address in the State of Maine to whom the defendant TRS sent its RECR3 letter between March 11, 2010 and the present.”

Class 2: “All natural persons with an address in the United States and its Territories to whom the defendant TRS sent its RECR3 letter between March 11, 2010, and the present, and from whom one or both defendants collected in whole or in part, within 30 days of the RECR3 letter, the debt or returned check fee referenced in that RECR3 letter.”

Class 3: “All natural persons who have paid a returned check fee of \$25 to at least one of the defendants by way of a TRS demand draft in connection with an underlying check transaction that occurred in the State of Maine since March 11, 2005.”

Dkt. No. 17.

II. CASE SUMMARY

A. The Claims

This is a consumer class action brought under the federal Fair Debt Collection Practices Act (FDCPA), the Maine Fair Debt Collection Practices Act (MFDCPA), and the Maine Unfair Trade Practices Act (MUTPA) against Defendants TRS Recovery Services, Inc. (TRS) and TeleCheck Services, Inc. (TeleCheck).

The Complaint alleges that Defendants violated these laws through a practice of sending a misleading form collection letter, the “RECR3 letter,” and by improperly collecting on erroneous or disputed debts for purportedly returned checks. Plaintiffs allege that by collecting the amount of such a “debt” by demand draft simultaneously with the mailing of an initial collection letter, and further collection of an additional “returned check fee” shortly thereafter, Defendants’ uniform collection activity overshadows and/or constitutes action inconsistent with a consumer’s right to dispute the debt. Plaintiffs further allege that Defendants’ collection practices violate Maine consumer protection laws.

Defendants deny that their collection practices are unlawful.

B. Procedural History

On March 11, 2011, Plaintiff LaRocque filed this action, captioned *LaRocque ex rel. Spang v. TRS Recovery Services, Inc., et al.*, Civ. No. 2:11-00091-DBH, in the United States District Court for the District of Maine. Defendants filed an Answer on May 2, 2011. Civ. No. 2:11-00091-DBH at Dkt. No. 13.

Plaintiff LaRocque filed a Motion to Certify Class on December 15, 2011 seeking certification of four classes of consumers. Civ. No. 2:11-00091-DBH at Dkt. No. 43. On July 17,

2012, the Court granted the motion in part (*see* 285 F.R.D. 139 (D. Maine 2012)) and, on June 4, 2013, entered its Order Certifying A Class Action, certifying the three proposed classes as summarized above. *See* Dkt. No. 17.

Following the July 17, 2012 class certification decision, plaintiffs represented by the same counsel filed similar legal actions in four other federal jurisdictions. On February 8, 2013, the related actions were consolidated by the Judicial Panel on Multidistrict Litigation into *In re TRS Recovery Services, Inc, and TeleCheck Services, Inc., Fair Debt Collection Practices Act (FDCPA) Litigation*, MDL No. 2426, , No. 2:13-md-2426-DBH, before this Honorable Court. The tag-along cases no longer figure in this proceeding.²

On May 10, 2013, Plaintiff Allen filed a Complaint in Intervention against Defendants, and was certified as an additional representative of the nationwide class on March 20, 2014. Dkt. Nos. 12, 55. Plaintiff LaRocque and Defendants each filed a motion for partial summary judgment on April 14, 2014. Dkt. Nos. 58, 61.

C. Written Discovery and Depositions

The parties conducted substantial discovery beginning before and after the case was transferred to the MDL. Discovery included the exchange of multiple sets of interrogatories and responses, and the production of thousands of pages of documents. Plaintiffs' counsel conducted eight depositions of Defendants' representatives on a variety of pertinent topics. Defendants took the depositions of both Plaintiff Jean LaRocque and her daughter Deidre Spang, as well as Plaintiff

² The four tag-along cases are: 1) *Bucko v. TRS Recovery Servs, Inc., et al.*, No. 2:13-cv-00046-DBH; 2) *Cook v. TRS Recovery Servs., Inc., et al.*, No. 2:13-cv-00043-DBH; 3) *Greer v. TRS Recovery Servs, et al.*, No. 2:13-cv-00050-DBH; and, 4) *Stout v. TRS Recovery Servs., Inc., et al.*, No. 2:13-cv-00049-DBH. These cases, never certified as class actions, were resolved through separate individual settlements and are not affected by the proposed class action settlement in the case at bar.

Melissa Allen. Additionally, Plaintiffs proffered an expert witness and expert witness discovery was conducted, including Defendants' taking the deposition of Plaintiffs' expert.

D. Settlement Negotiations and Mediation

On September 16, 2013, the parties conducted an arms-length, complicated, lengthy and sometimes contentious in-person mediation session with the assistance of the Honorable Judge Margaret R. Hinkle (Ret.). Although the parties were not able to reach an agreement during this session, they agreed to appear for a second day of mediation on November 20, 2013, and jointly moved for a temporary stay of proceedings pending this mediation. Dkt. No. 37. The Court granted the parties' motion on October 21, 2013. Dkt. No. 38. The parties again failed to reach agreement during the second mediation session, but decided to continue good-faith settlement discussions. The negotiations were subsequently conducted via numerous telephone conferences. In short, the substantive terms of the Settlement Agreement were vigorously negotiated through tenacious advocacy on behalf of all parties.

Finally, in June 2014, the parties arrived at the general terms of a proposed settlement that they believed met the standards for preliminary approval and both sides believe is fair and reasonable. It took significant additional time for the parties to negotiate and reduce to writing the detailed terms of the settlement, the proposed notices to the Settlement Classes and preliminary and final proposed orders. In fact, the negotiations were so vigorous and time consuming that the parties required extensions of the deadline for moving for preliminary approval on eight separate occasions before finally coming to a fully documented settlement agreement, including all collateral exhibits. *See* Dkt Nos. 72, 75, 78, 81, 84, 87, 90 and 94.

Counsel for all parties find merit in presenting this settlement and thereby avoiding the ongoing expense and uncertainties of further litigation leading to trial and possible appeals.

III. NATURE OF THE SETTLEMENT

Representative Plaintiffs LaRocque and Allen and Defendants TRS and TeleCheck have agreed, subject to this Court's approval, to a settlement of the LaRocque and Allen claims on a class-wide basis. The terms of the settlement are set forth in the Settlement Agreement and are summarized as follows.

A. The Settlement Classes

The classes of consumers covered by the settlement are defined as:

Settlement Class 1:

All natural persons with an address in the United States, American Samoa, Guam, Northern Mariana Islands, Puerto Rico, or U.S. Virgin Islands to whom the defendant TRS sent its RECR3 letter between March 11, 2010 and the date of preliminary approval of this Settlement.³

Settlement Class 1 Subclass:

All natural persons with an address in the United States, American Samoa, Guam, Northern Mariana Islands, Puerto Rico, or U.S. Virgin Islands to whom the defendant TRS sent its RECR3 letter between March 11, 2010 and the date of preliminary approval of this Settlement, and from whom one or both Defendants collected in whole or in part, within 30 days of the RECR3 letter, the debt or returned check fee referenced in that RECR3 letter.

Settlement Class 2:

All natural persons who have paid a returned check fee of \$25 to at least one of the Defendants by way of a TRS demand draft in connection with an underlying check transaction that occurred in the State of Maine between March 11, 2005 and the date of preliminary approval of this Settlement.⁴

App. I, section 3.

³ This Settlement Class includes certified classes 1 and 2, merged and expanded by agreement to include natural persons to whom TRS sent a RECR3 letter in any state or territory, regardless of whether any Defendant collected any amount of money from or on behalf of the recipient Class member.

⁴ This class represents certified class 3.

B. Class Recovery

Under the Settlement Agreement, Defendants will pay a total amount of \$3,430,000.000 for the benefit of the Settlement Classes in full and final settlement of the lawsuit (the “Settlement Fund”). All payments required under the Settlement Agreement will be taken out of the Settlement Fund. After deduction for expenses and costs of administering the settlement, including the costs of notice, and any court awarded attorney fees, costs and individual awards to the class representatives, the net proceeds will be distributed to Settlement Class members. From the Settlement Fund, approximately one million, two hundred twenty thousand dollars (\$1,220,000.00) shall be earmarked for distribution to the Settlement Class 1 Subclass and to Settlement Class 2 on a *pro rata* basis. App. I, sections 4.9–4.12. From the Settlement Fund, approximately eight hundred, twenty-five thousand dollars (\$825,000.00) shall be earmarked for distribution to the members of Settlement Class 1 on a *pro rata* basis. *Id.*

To the extent that funds remain in the Settlement Fund after payments to Settlement Class members, such funds will be paid, subject to Court approval, as a *cy pres* donation, 85% of which shall be distributed to the National Endowment for Financial Education, and 15% of which shall be distributed to Pine Tree Legal Assistance, Inc., 88 Federal Street, Portland, Maine 04101. App. I, section 4.15.

C. Business Practice Changes

As set forth in the Agreement, TRS intends to make revisions to its RECR3 letter in response to the allegations set forth in Plaintiff’s Complaint. App. I, Exhibits G-1 and G-2. Such changes have been reviewed by Class Counsel. If adopted and implemented by Defendants, the parties and Class Counsel agree that such changes would remedy the Named Plaintiffs’ allegations

that the RECR3 letter violated the FDCPA. Nothing in the Settlement Agreement limits TRS's ability to make future changes to the RECR3 letter.

D. Class Notice

Settlement Class members will receive notice of the settlement through mailing of the Mail Notice attached to the Agreement as Exhibit C. Settlement Class members receiving Mail Notice will also receive a Claim Form, attached to the Agreement as Exhibit E, which will be the only form required for them to return. The Claim Form will only require a verification affirming identity and membership in the Class, and without the requirement of submitting any other information or documentation, in order to receive benefits from the Settlement Fund.

Additionally, for Settlement Class members who are residents of the State of Maine for whom Defendants do not have current addresses, there will be notice provided through publication in each of the following newspapers: Bangor Daily News, Lewiston Sun Journal, and Portland Press Herald. App. I, section 6.4. Members receiving notice through publication will be eligible to file a Claim Form that requires them to attest that they are members of the Settlement Class. App. I, Exhibit H.

The exact date by which Settlement Class members must return Claim Forms, as set by this Court in the Preliminary Approval Order, will be identified clearly as a deadline in the Mail Notice, the Publication Notice and on the Claim Form. A Settlement Administrator (currently Garden City Group, LLC but subject to substitution, if needed, per the terms of the Agreement) will be hired to coordinate the notice process in order to achieve efficiency and to minimize costs.

E. Notice Costs

All costs associated with notice and administration of the settlement will be paid from the Settlement Fund. This includes all necessary and reasonable costs of administering the

disbursement of consideration, and other administrative expenses including, but not limited to, postage charges, printing costs, a telephone assistance program, and all other notice costs and other charges as may be approved by the parties subject to approval by the Court. App. I, section 4.1.

F. Service Awards for Class Representatives

Subject to court approval, the parties have agreed that the representative Plaintiff LaRocque should be paid by the Defendants an award of \$6,000, and the more recent appearing representative Plaintiff Allen an award of \$4,000 for their individual settlement and their services in representing the Settlement Classes. App. I, section 4.6. The awards reflect Plaintiffs' long involvement in this litigation, numerous contacts with counsel, and participation in discovery including production of records and sitting for depositions taken by Defendants. The settlement is not conditioned on the Court's approval of these awards. *Id.* at section 4.7.

G. Attorney Fees and Costs

Class Counsel will submit a request for approval of attorney fees and costs in an amount not to exceed \$1,050,000.00, or approximately 31% of the total Settlement Fund. App. I, section 4.3. The amount of attorney fees and expenses to be paid to Class Counsel was not agreed to by the parties until agreement was reached in principle on the other terms of this Settlement Agreement. Class Counsel will file declarations in support of the fee request ten (10) days prior to the Final Fairness Hearing. *Id.*

IV. THE SETTLEMENT AGREEMENT IS FAIR, REASONABLE AND ADEQUATE

The Settlement Agreement presented to the Court for preliminary approval represents a fair and reasonable resolution of this dispute, and merits notice to and consideration by the class members. The settlement is fair, reasonable and sound in light of the relevant facts, the applicable law, and the economic, as well as non-economic, value of the settlement to the classes. It will

provide financial relief to class members, provides for practice changes by beneficial to the class and consumers generally, and alleviates the burden and risk of further litigation.

In order to begin the approval process, the Plaintiffs request, with the assent of Defendants, that the Court enter the proposed Order preliminarily approving the Settlement Agreement, providing for notice to the class and scheduling the Final Approval Hearing.

A. The Standard For Preliminary Approval of Settlement Agreements

Federal Rule of Civil Procedure 23(e) requires court approval of a class action settlement. The MANUAL FOR COMPLEX LITIG. (Fourth) § 21.632 (2004), sets forth the procedures for preliminary approval of settlements:

If the preliminary evaluation of the proposed settlement does not disclose grounds to doubt its fairness or other obvious deficiencies, such as unduly preferential treatment of class representatives or of segments of the class, or excessive compensation for attorneys, and appears to fall within the range of possible approval, the court should direct that notice under Rule 23(e) be given to the class members of a formal fairness hearing, at which arguments and evidence may be presented in support of and in opposition to the settlement.

At the preliminary approval stage, the question for this Court is whether the settlement falls well within the “range of possible approval,” and is sufficiently fair, reasonable and adequate to warrant dissemination of notice apprising class members of the proposed settlement and to establish procedures for a final settlement hearing under Rule 23(e). *Id.*; see also *Durrett v. Housing Auth. of City of Providence*, 896 F.2d 600, 604 (1st Cir. 1990). Consideration of the relevant factors indicates that the proposed Settlement Agreement in this case is in the range of possible approval and supports authorizing dissemination of notice of the settlement to class members.

Initial indicia of the fairness of a class settlement include: (1) that the settlement has been arrived at by arm’s-length bargaining; (2) that sufficient discovery has been taken or investigation

completed to enable counsel and the court to act intelligently; and (3) that the proponents of the settlement are counsel experienced in similar litigation. NEWBERG, at §11.41.

For class action settlement approval, “the ultimate decision by the judge involves balancing the advantages and disadvantages of the proposed settlement as against the consequences of going to trial or other possible but perhaps unattainable variations on the proffered settlement.” *National Ass'n of Chain Drug Stores v. New England Carpenters*, 582 F.3d 30, 44 (1st Cir. 2009). “Courts judge the fairness of a proposed compromise by weighing the plaintiff’s likelihood of success on the merits against the amount and form of the relief offered in the settlement. . . . They do not decide the merits of the case or resolve unsettled legal questions.” *Carson v. American Brands, Inc.*, 450 U.S. 79, 88 n.14 (1981) (citation omitted).

B. Reasons For Approval

1. The Funds Committed to the Settlement Provide Significant Benefits to the Settlement Classes

The economic relief provided for under the settlement demonstrates that the proposed Settlement Agreement is fair, reasonable, and appropriate. Defendants will pay \$3,430,000.00 in total relief available to consumers nationwide who were subject to Defendants’ collection practices.

From the Settlement Fund, approximately one million, two hundred twenty thousand dollars (\$1,220,000.00) shall be earmarked for distribution to the Settlement Class 1 Subclass and to Settlement Class 2 on a *pro rata* basis based upon the claims process described in sections 4.9–4.12 of the Settlement Agreement. Further, approximately eight hundred, twenty-five thousand dollars (\$825,000.00) shall be earmarked for distribution to the members of Settlement Class 1 on a *pro rata* basis based upon the claims process. These projected amounts payable to class members are net of payments from the Settlement Fund for payment of the expenses of notice and

administration, Taxes and Tax Expenses, attorney's fees awarded by the Court, and awards to the Plaintiffs approved by the Court. Because the settlement calls for a *pro rata* distribution, the exact amount that each claiming Settlement Class member will receive will depend, of course, on how many timely and valid Claim Forms are submitted by the deadline.

These payments are a significant benefit to class members because individual consumers are unlikely to spend the time and money necessary to recover small amounts of funds. The statutory damages and modest actual damages at issue in this case are the types of damages that class actions are most suited to remedy. NEWBERG, §11.6; *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 617 (1997) (“The policy of the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights”). Additionally, a significant number of class members are likely to be unaware that their rights have been violated. What this Court observed in ruling on a settlement motion in *Scovil v. Fedex*, 2014 WL 1057079, *5 (D. Me. 2014), applies here: “These concrete dollar numbers to be received now are a fair trade-off for the uncertainties of trial and appeal and a prolonged delay in receiving any money.”

2. Voluntary Settlement of this Class Action Serves the Interest of the Parties, the Court, and the Public Interest

There is an overriding public interest in settling class action litigation. *Lazar v. Pierce*, 757 F. 2d 435, 439 (1st Cir. 1985). “By their very nature, because of the uncertainties of outcome, difficulties of proof, and length of litigation, class action suits lend themselves readily to compromise.” NEWBERG, §11.41, citing, *HEW Corp. v. Tandy Corp.*, 1979 WL 1580 (D. Mass 1979) (settlement appropriate when it was uncertain that plaintiffs would prevail on the merits, the parties recognized that they would be faced with a lengthy and expensive trial, and the question of damages was indefinite).

Similarly, the settlement of this particular case is appropriate. Although Ms. LaRocque and Ms. Allen believe they have valid claims under the FDCPA, MFDCPA, and MUTPA, they understand that success on the merits is by no means assured. Approval of this Settlement Agreement would resolve the conflicts underlying this class action without the necessity, time and expense of protracted dispositive motion practice and ultimately, perhaps a trial. The value of the benefits class members will receive under the Settlement Agreement is enhanced by the fact that the benefits will be provided now, without the delay, burden and risks of further litigation.

3. The Settlement Resulted From Arms-Length Negotiations and is not the Product of Collusion

The requirement that a settlement be fair is designed to protect against collusion among the parties. Courts have invoked an initial presumption that a proposed settlement is fair and reasonable when it was the result of arm's-length negotiations. NEWBERG, §11.42. Eschewing such a presumption, this Court has used a set of factors to assess the fairness, reasonableness and adequacy of a settlement. *See Scovil v. Fedex*, 2014 WL 1057079, *2, n.1 (D. Me. 2014); *In re New Motor Vehicles Canadian Export Antitrust Litig.*, 2011 WL 1398485, *2, n. 16 (D. Me. April 134, 2011) (citing additional sources). These factors are: (1) comparison of the proposed settlement with the likely result of litigation; (2) stage of the litigation and the amount of discovery completed; (3) reaction of the class to the settlement; (4) quality of counsel; (5) conduct of the negotiations; and (6) prospects of the case, including risk, complexity, expense and duration. *Id.*

Examined against these factors, the proposed settlement plainly passes muster for preliminary approval. The approximate four year duration of the litigation, the excellent result for the class in spite of the significant procedural and substantive hurdles the Representative Plaintiffs faced, the hard-fought, arms-length course of negotiations by experienced class action lawyers and

the avid advocates for Defendants' interests, are all testaments to the non-collusive nature of the settlement.

4. The Proposed Notice to Class Members is Adequate

Under Federal Rule of Civil Procedure 23(c)(2), class members are entitled to notice of any proposed settlement and an opportunity to object or opt out before it is finally approved by the Court. MANUAL FOR COMPLEX LITIG. (FOURTH) § 21.31 (2004). Notice is adequate if it is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174 (1974), quoting *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950). The Notice the parties propose here (App. I, Exhibit C) is clear and straightforward, providing Settlement Class members with enough information to evaluate whether to participate in the settlement, as well as directions on how to seek further information. Notice will be given by mail. The Settlement Administrator will update each address on the Settlement Class list by means of the National Change of Address ("NCOA") database before Notice is mailed to Settlement Class members. The Notices will be mailed to the last known address of all Settlement Class members, and any Notices returned with a forwarding address will be promptly re-mailed to the forwarding address.

In addition, a website will be established with additional notice (App. I, Exhibit B), as well as with additional information concerning the litigation, and publication notice (App. I, Exhibit D) will be available to residents of the State of Maine for whom Defendants do not have current addresses.

The proposed program of notice is appropriate, contains all required Rule 23 information and properly advises Settlement Class members of their rights. The proposed method for notifying

the Settlement Class thus satisfies both Rule 23 and due process and constitutes the best notice practicable under the circumstances.

5. The Requested Cost, Fees and Plaintiffs' Awards Are Reasonable

The Court must be satisfied that all awards are reasonable. As this Court has observed, the First Circuit does not require a lodestar analysis, but allows a percentage-of-funds approach to attorney fees, *Scovil*, 2014 WL 1057079, *5 (D. Me. 2014) citing, *In re Thirteen Appeals Arising Out of San Juan Dupont Plaza Hotel Fire Litig.*, 56 F.3d 295, 307 (1st Cir.1995).⁵

This case presented novel questions calling on skill and perseverance from experienced plaintiffs' counsel. The substantial settlement amount was achieved with a great deal of time and effort expended in vigorously contested litigation. A 31% fee is within the range of fees awarded by district courts within this Circuit. "The normal percentage awarded by federal courts in 20-30% of the value of settlements, with 25% being a "benchmark." [D]istrict courts cases ... show that, in this circuit, percentage fee awards range from 20% to 35% of the fund." *Mazola v. May Dep't Stores Co.*, No. 97 CV 10872-NG, 1999 WL 1261312 at *4 (D. Mass. Jan. 27, 1999). In *Scovil*, this Court found a one-third contingent fee satisfied the market-mimicking approach. 2014 WL 1057079 at *5.⁶ Though each case presents different risk versus recovery equations, the effort and

⁵ The First Circuit has applied factors from *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 717-19 (5th Cir. 1974) "for use in sculpting fee awards." See, *Coutin v. Young & Rubicam Puerto Rico, Inc.*, 124 F.3d 331, 337 n.3 (1st Cir. 1997) citing applying the *Johnson* factors: (1) the time and labor required; (2) the novelty and difficulty of the questions; (3) the skill requisite to perform the legal services properly; (4) the preclusion of other employment by the attorney(s) due to acceptance of the case; (5) the customary fee; (6) the nature of the fee (fixed or contingent); (7) the time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorney(s); (10) the "undesirability" of the case; (11) the nature and length of the professional relationship with the client; and (12) the size of awards in similar cases.

⁶ Though notice costs expenses were handled by plaintiffs' counsel in *Scovil*, the individual class member recovery was a smaller proportion of actual damages.

expenditures made by Class Counsel and the benefit to the Class in light of the risks and limited upside from further litigation, all justify the proposed fee award.

Awards to the two Settlement Class representatives are also warranted based on their service to the Settlement Classes.⁷

V. THE SETTLEMENT CLASSES ARE APPROPRIATELY CERTIFIED

This Court has already affirmed that the claims presented in this litigation are suitable for class treatment. *LaRocque v. TRS Recovery Servs., Inc. et al.*, 285 F.R.D. 143, 146-59 (D. Me. 2012). Indeed, Settlement Class 2 is exactly the same as certified class 3 in this matter, and therefore Rule 23 is fully satisfied with respect to Settlement Class 2. Order Certifying A Class Action, Dkt. No. 17. Likewise, the Settlement Class 1 Subclass is exactly the same as certified class 2 in this matter, and thus satisfies Rule 23. *Id.* The Maine consumers who make up certified class 1 in this matter are all members of Settlement Class 1. *Id.*

The only Settlement Class members not already members of the certified classes are natural persons with addresses in states and territories *other than Maine* to whom Defendant TRS sent its RECR3 letter between March 11, 2010 and the present, from whom one or both Defendants *did not* collect money within thirty days of the letter. These consumers are part of Settlement Class 1. App. I, section 3.1. Settlement Class 1, including the non-Maine consumers, meets the requirements of Rule 23 for all the same reasons as certified class 1.

⁷ See *Berry v. LexisNexis Risk & Information Analytics Group, Inc.*, 2014 WL 4403524, *16 (E.D. Va. Sept. 5, 2014) (awarding \$5,000 to each of several class representatives in FCRA settlement); *Sapp v. Experian Information Solutions*, 2013 WL 2130956, *3 (E.D. Pa. May 15, 2013) (awarding \$15,000 to class representative in FCRA settlement); *McGee v. Continental Tire North America, Inc.*, 2009 WL 539893, *18 (D.N.J. March 4, 2009) (\$3,500); *Barel v. Bank of America*, 255 F.R.D. 393, 402-403 (E.D. Pa. 2009) (\$10,000); *Perry v. FleetBoston Financial Corp.*, 229 F.R.D. 105, 118 (E.D. Pa. 2005) (awarding \$5,000, and citing cases); *Roberts v. Texaco, Inc.*, 979 F. Supp. 185, 188 (S.D.N.Y. 1997) (awarding \$25,000 to \$85,000 incentive awards).

A. Fed. R. Civ. P. 23(a)

“The [Federal Rules of Civil Procedure] establish four elements that must be present in order to obtain class certification. This taxonomy comprises numerosity of claims, commonality of legal or factual questions, typicality of representative claims or defenses, and adequacy of representation.” *Matamoros v. Starbucks Corp.*, 699 F.3d 129, 138 (1st Cir. 2012) *citing* Fed.R.Civ.P. 23(a). The non-Maine consumers who are not members of the certified classes in this matter satisfy these requirements.

Defendants’ records indicate that there are approximately 100,000 non-Maine consumers to whom Defendant TRS sent the RECR3 letter but from whom no funds were collected within thirty days of the letter. When added to the approximately 200,000 consumers in the already-certified classes, Settlement Class 1 consists of approximately 300,000 consumers, and clearly satisfies the numerosity requirement.

The questions of law and fact are substantially identical among class members, namely, whether Defendants’ RECR3 letter is misleading in violation of the FDCPA. Just as in the cases of Ms. LaRocque and Ms. Allen, Defendant TRS used its standard, uniform collection practices to send the standardized, form RECR3 letter to all members of Settlement Class 1. *See LaRocque*, 285 F.R.D. at 144-45. Thus, Settlement Class 1 satisfies the commonality requirement for the same reasons as certified class 1.

The claims of Plaintiffs LaRocque and Allen are identical to those of all other members of Settlement Class 1, and this Court has already determined that their claims are typical of those of certified class 1 because their claims are based on the same form dunning letter sent to all class members, and the same statutory theory of relief under the FDCPA. *LaRocque*, 285 F.R.D. at 148. Furthermore, this Court has determined that Plaintiffs and their counsel are adequate

representatives of consumers with these claims. *LaRocque*, 285 F.R.D. at 148-52.

B. Fed. R. Civ. P. 23(b)(3)

Settlement Class 1 further meets the predominance and superior requirements in Rule 23(b) because the issues of law and fact are identical among the class members, including non-Maine class members. *Waste Mgt. Holdings, Inc. v. Mowbray*, 208 F.3d 288, 296 (1st Cir. 2000) (predominance requirement satisfied by "sufficient constellation of common issues [that] bind class members together"). Just like the claims of members of certified class 1, the claims of non-Maine consumers nationwide to whom defendant TRS sent the RECR3 letter rise or fall upon the legality of the letter and Defendants' uniform and automated collection practices. *LaRocque*, 285 F.R.D. at 153. Class-wide resolution of non-Maine consumers' claims is appropriate for all the same reasons it is appropriate for consumers in Maine: consumers have minimal interest in controlling prosecution of their individual cases; it is desirable to concentrate the litigation in a single forum; and no insurmountable difficulties in case management exist. *See id.*

VI. CONCLUSION

The proposed class action settlement is fair, reasonable, and adequate. The in-depth discovery that has been accomplished; the complexity of this case and length of time that would be needed if it goes forward; the nature of the hard fought litigation and arm's-length negotiations; and the adequacy of the proposed Notice all support preliminary approval of the settlement.

For the foregoing reasons, Representative Plaintiffs LaRocque and Allen respectfully request that this Court grant this Motion, enter the proposed Order of Preliminary Approval and (1) preliminarily approve the proposed class settlement; (2) schedule a fairness hearing date for final approval of the settlement; (3) approve the form and manner of notice proposed to be mailed to and published for the Settlement Class; and (4) find that such notice satisfies due process.

Date: April 16, 2015

Respectfully Submitted,

/s/ James A. Francis

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APPENDIX I

AGREEMENT OF COMPROMISE AND SETTLEMENT

This Agreement of Compromise and Settlement (“Agreement”) dated as of April 16, 2015, is made between the Named Plaintiffs defined below, on behalf of themselves and the Settlement Classes defined below, and TeleCheck Services, Inc. (“TeleCheck”) and TRS Recovery Services, Inc. (“TRS”) (TeleCheck and TRS are collectively referred to herein as “Defendants”), to settle and compromise the Litigation defined below and to discharge the Released Parties as set forth herein.

1. DEFINITIONS

1.1. In addition to the terms defined at various points within this Agreement, the following defined terms apply throughout this Agreement:

- a. “Agreement” means this Agreement and all Exhibits attached to it.
- b. “CAFA Notice” means the notice to be sent by Defendants to appropriate federal and state officials pursuant to the requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) (“CAFA”).
- c. “Class Counsel” means the law firms of Francis & Mailman, P.C. and Lewis Saul & Associates, P.C.
- d. “Court” means the United States District Court for the District of Maine.
- e. “Day” or “Days” unless otherwise noted, means a calendar day.
- f. “Effective Date” means the fifth business day after which all of the following events have occurred: (1) all Parties, Defendants’ counsel, and Class Counsel have executed this Agreement; (2) the Court has entered without material change the Final Approval Order; and (3) the time for seeking rehearing or appellate or other review has expired, and no appeal or petition for rehearing or review has been timely filed; or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired and relief from a failure to file same is not available.
- g. “Final Approval Hearing” means the hearing required by Federal Rule of Civil Procedure 23(e), following appropriate notice to the Settlement Classes and an opportunity for Settlement Class Members to exclude themselves from the Settlement Classes or file objections to all or part of

the Agreement, at which time the Parties will request the Court to approve the fairness, reasonableness and adequacy of the terms and conditions of the proposed Agreement and to enter a Final Approval Order.

- h. “Final Approval Order” means the order and judgment that the Court enters upon final approval to the Settlement in the form attached hereto as Exhibit A, or in such other form as the Court may adopt. In the event that the Court issues separate orders addressing the matters constituting final approval, the Final Approval Order includes all such orders.
- i. “Litigation” means the actions entitled *LaRocque v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.*, filed in the District of Maine, C.A. No. 2:11-cv-00091-DBH, and *In Re: TRS Recovery Services, Inc. and TeleCheck Services, Inc., Fair Debt Collection Practices Act (FDCPA) Litigation*, C.A. No. 2:13-MD-2426-DBH.
- j. “Long-Form Notice” means the website notice that will be made available to Settlement Class Members, which shall be substantially in the form attached hereto as Exhibit B.
- k. “Mail Notice” means the post card notices that will be mailed to Settlement Class Members no later than sixty (60) days after Preliminary Approval, which shall be substantially in the form attached hereto as Exhibit C. The Settlement Administrator will make reasonable efforts to locate the proper address for any potential Settlement Class Members whose Mail Notice is returned as undeliverable, and will re-mail it once if an updated address is located.
- l. “Named Plaintiffs” include Jeanne LaRocque, by and through POA, Deidre Spang, and Melissa Allen.
- m. “Opt-Out Period” means the period that begins the day after the earliest date on which the Notice is first mailed or published, and that ends no later than thirty (30) days prior to the Final Approval Hearing. The deadline for the Opt-Out Period will be specified in the Notice.
- n. “Parties” means the Named Plaintiffs and Defendants.
- o. “Preliminary Approval” means the order preliminarily approving the Settlement in the form jointly agreed upon by the Parties in the form attached hereto as Exhibit F.
- p. “Publication Notice” means that notice to be published in several newspapers of general circulation in the State of Maine, as described in Section 6, which shall be substantially in the form attached hereto as Exhibit D, and shall be published at approximately the same time as Mail Notice is mailed to Settlement Class Members.

- q. “Released Claims” means all claims described in Section 10.1.
- r. “Released Parties” means those persons released as specified in Section 10.1.
- s. “Releasing Parties” means all Named Plaintiffs, and all Settlement Class Members who do not submit a timely and valid request to be excluded from the Settlement Classes pursuant to the terms of this Agreement, and each of their respective heirs, assigns, beneficiaries, and successors.
- t. “Settlement” means the settlement into which the Parties have entered to resolve the Litigation. The terms of the Settlement are as set forth in the Agreement.
- u. “Settlement Administrator” means Garden City Group, LLC. Class Counsel and Defendants may, by agreement, substitute a different organization as Settlement Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Class Counsel or Defendants may request that the Court substitute a different organization as Settlement Administrator, upon a showing that the responsibilities of Settlement Administrator have not been adequately executed by the incumbent.
- v. “Settlement Amount” means the total amount that Defendants, in the aggregate, shall be required to pay to fulfill their obligations under this Agreement. The Settlement Amount is three million, four hundred thirty thousand dollars (\$3,430,000.00). Provided that the Settlement receives preliminary and final approval and that the Effective Date occurs, no portion of the Settlement Amount shall revert to the Defendants.
- w. “Settlement Classes” means all persons within the classes defined in Section 3.1.
- x. “Settlement Class Member” means any person included in the Settlement Classes. The words “he” or “his” as used in the Agreement may refer to a Settlement Class Member, regardless of gender.
- y. “Settlement Fund” means a fund, account or trust established by the Settlement Administrator for the purpose of receiving and distributing the Settlement Amount in accordance with the terms of this Agreement. The terms, conditions and depository institution for the Settlement Fund shall be subject to the approval of the Parties.
- z. “Taxes” means all local, state, or federal income taxes.
- aa. “Tax Expenses” means, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to

filing (or failing to file) Tax returns described in Subsection 4.1.1.3 of this Agreement.

2. **RECITALS**

WHEREAS, Jean LaRocque filed the action entitled *LaRocque v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.*, in the United States District Court for the District of Maine, C.A. No. 2:11-cv-00091-DBH (D. Me);

WHEREAS, Jamie Cook filed the action entitled *Jamie Cook v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.*, in the United States District Court for the District of North Carolina, C.A. No. 1:12-00999 (M.D.N.C.);

WHEREAS, Sylvia Greer filed the action entitled *Sylvia Greer v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.*, in the United States District Court for the Central District of California, C.A. No. 2:12-07414 (C.D. Cal.);

WHEREAS, Joann Bucko filed the action entitled *Joann Bucko v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.*, in the United States District Court for the Southern District of New York, C.A. No. 1:12-06607 (S.D.N.Y);

WHEREAS, Dellarina M. Stout filed the action entitled *Dellarina M. Stout v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.*, in the United States District Court for the District of Kansas, C.A. No. 2:12-02561 (D. Kan.);

WHEREAS, each of the above lawsuits was consolidated for pre-trial proceedings in the Multi-District Litigation docket known as *In re: TRS Recovery Services, Inc. and TeleCheck Services, Inc., Fair Debt Collection Practices Act (FDCPA) Litigation*, District of Maine, Civil Docket No. 2:13-md-2426-DBH;

WHEREAS, the Litigation (as defined above) alleges that, *inter alia*, Defendants' alleged collection practices, including but not limited to TRS' use of its RECR3 letter, violated the Fair Debt Collection Practices Act; and

WHEREAS, the Named Plaintiffs further allege that they and the putative class members have sustained damages as a result of Defendants' alleged conduct;

WHEREAS, Defendants deny Plaintiffs' allegations;

WHEREAS, the Court has certified three litigation classes in the *LaRocque* case, but has denied certification in the four remaining "tag-along" actions (*i.e.*, *Cook*, *Greer*, *Bucko* and *Stout*);

WHEREAS, TRS and TeleCheck have agreed to settle the tag-along actions on an individual basis, separate from this Settlement;

WHEREAS, the Parties (as defined above) have conducted an extensive investigation into the facts and law and engaged in extensive, good-faith, and arm's-length settlement negotiations

relating to the Litigation, including multiple mediation sessions in Boston, Massachusetts with Hon. Margaret Hinkle of JAMS, Inc.;

WHEREAS, the Parties understand that, if litigated further, the Litigation would require the resolution of numerous issues of law, fact, and procedure, with the possibility of appeals; and

WHEREAS, without any admission of fact or law, the Parties desire to settle the Litigation finally on the terms and conditions set forth herein and to avoid the burden, expense, and uncertainty of continued litigation;

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, TeleCheck, TRS and the Named Plaintiffs, on behalf of themselves and the Settlement Classes and through their undersigned counsel, agree to the settlement of the Litigation, subject to Court approval, under the following terms and conditions:

3. SETTLEMENT CLASSES

3.1. For settlement purposes only, the Named Plaintiffs will ask the Court to certify the following “Settlement Classes” under Rule 23(b)(3) of the Federal Rules of Civil Procedure:

Settlement Class 1:

All natural persons with an address in the United States, American Samoa, Guam, Northern Mariana Islands, Puerto Rico, or U.S. Virgin Islands to whom the defendant TRS sent its RECR3 letter between March 11, 2010 and the date of preliminary approval of this Settlement.¹

Settlement Class 1 Subclass:

All natural persons with an address in the United States, American Samoa, Guam, Northern Mariana Islands, Puerto Rico, or U.S. Virgin Islands to whom the defendant TRS sent its RECR3 letter between March 11, 2010 and the date of preliminary approval of this Settlement, and from whom one or both Defendants collected in whole or in part, within 30 days of the RECR3 letter, the debt or returned check fee referenced in that RECR3 letter.

Settlement Class 2:

All natural persons who have paid a returned check fee of \$25.00 to at least one of the Defendants by way of a TRS demand draft in connection with an underlying check

¹ This Settlement Class includes certified classes 1 and 2, merged and expanded by agreement to include natural persons to whom TRS sent a RECR3 letter in any state or territory, regardless of whether any Defendant collected any amount of money from or on behalf of the recipient Class Member.

transaction that occurred in the State of Maine between March 11, 2005 and the date of preliminary approval of this Settlement.²

Excluded from these Settlement Classes are:

- a. All persons who submit timely and valid requests to be excluded from the Settlement Classes pursuant to the terms of this Agreement and the Court's Preliminary Approval Order;
- b. All current and former employees, officers, directors, legal representatives, and agents of either of the Defendants; and
- c. The Judge to whom this case is assigned and any member of the Judge's immediate family.

3.2. Defendants agree not to oppose Plaintiffs' request for certification of the Settlement Classes. In so doing, Defendants do not waive, and instead expressly reserve all rights and defenses to the claims of the Litigation, including their rights to challenge the propriety of class certification for any purpose as if this Agreement had not been entered into by the Parties in the event that the Court does not approve the Settlement or the Effective Date does not occur. The Parties and Class Counsel agree that, if approved, certification of the Settlement Classes is in no way an admission by the Defendants that class certification is proper in this Litigation or any other litigation against Defendants. The Parties and Class Counsel further agree that, other than to effectuate the Settlement of this Litigation in this jurisdiction, the certification of the Settlement Classes for settlement purposes and all documents related thereto, including this Agreement and all accompanying exhibits and all orders entered by the Court in connection with this Agreement, shall not be admissible against any Released Party in any judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, including without limitation any litigation.

² This class represents certified class 3.

4. **SETTLEMENT FUND, ATTORNEYS' FEES AND INDIVIDUAL AWARDS TO NAMED PLAINTIFFS**

4.1. Creation of and Deposit into Settlement Fund

The Parties and the Settlement Administrator shall cooperate to establish the Settlement Fund and qualify the Settlement Fund as a "Qualified Settlement Fund" as such term is defined in Section 468B of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder (collectively, the "QSF Rules"). The Settlement Amount shall be deposited in the Settlement Fund as follows. Within 5 business days after Preliminary Approval, Defendants shall transfer to the Settlement Administrator, by draft or by wire, the sum of \$182,243.00. Within 10 business days after the Effective Date, Defendants shall transfer to the Settlement Administrator, by draft or by wire, the balance of the Settlement Amount, in the sum of \$3,247,757.00. Such transfer shall fulfill and extinguish all of Defendants' financial obligations under this Agreement. As set forth below, all payments required by this Agreement, including without limitation all payments to Settlement Class Members, attorneys' fees, service awards to Named Plaintiffs, costs of notice to class members and costs of administration, shall be taken out of the Settlement Amount. The Settlement Administrator shall not commingle the Settlement Fund with any other funds. The Settlement Administrator may hold the Settlement Fund in cash, cash equivalents, certificates of deposit, or instruments insured by an arm of or backed by the full faith and credit of the United States Government. All income of the Settlement Fund shall be for the benefit of the Settlement Class Members if the Effective Date occurs and none of the Parties terminate this Settlement Agreement.

4.1.1 Settlement Fund Tax Status

4.1.1.1 Qualified Settlement Fund

The Parties shall cause the Settlement Fund to be treated at all times as a Qualified

Settlement Fund within the meaning of the QSF Rules. In addition, the Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Subsection, including a “relation back election” under Treas. Reg. §1.468B-1(j)(2) to treat the Settlement Fund as a Qualified Settlement Fund as of the earliest permissible date. The Settlement Administrator shall make all elections and other actions with respect to the Settlement Fund in compliance with the procedures and requirements contained in the QSF Rules. The Settlement Administrator shall timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter cause the appropriate filing to occur to establish, manage and operate the Settlement Fund as a Qualified Settlement Fund.

4.1.1.2 Administrator

For the purpose of the QSF Rules, the “administrator” of the Settlement Fund shall be the Settlement Administrator. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable related to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. 1.468B-2(k)). For the Settlement Administrator to have fulfilled these obligations, such returns (as well as the elections described in Subsection 4.1.1.1) must be consistent with this Subsection 4.1.1.2 and in all events must reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund will be paid out of the Settlement Fund as provided in Subsection 4.1.1.3 of this Settlement Agreement.

4.1.1.3 Payment of Taxes and Tax Expenses

The Settlement Administrator shall pay out of the Settlement Fund all (i) Taxes (including any estimated Taxes, interest or penalties) related to income of the Settlement Fund, including any Taxes imposed upon the Released Parties on account of income with respect to amounts held by

the Settlement Fund during any period in which the Settlement Fund fails to qualify as a Qualified Settlement Fund, and (ii) expenses and costs incurred in connection with the operation and implementation of this Section 4.1 (including Tax Expenses). In no event shall the Released Parties have any responsibility for or liability related to the Taxes or the Tax Expenses. The Settlement Administrator shall indemnify and hold the Released Parties harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, the Settlement Administrator shall timely pay Taxes and Tax Expenses out of the Settlement Fund without prior order from the Court. The Settlement Administrator shall (despite anything in this Settlement Agreement to the contrary) withhold from distribution any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)). The Released Parties shall not be responsible therefor nor shall they have any liability with respect thereto. The Parties shall cooperate with the Settlement Administrator, each other, and their respective tax advisors to the extent required to carry out the provisions of this Section 4.1.1.3.

4.2. From the Settlement Fund, approximately one million, two hundred twenty thousand dollars (\$1,220,000.00) shall be earmarked for distribution to the Settlement Class 1 Subclass and to Settlement Class 2 on a *pro rata* basis based upon the claims process described in Sections 4.9–4.12 of this Agreement. From the Settlement Fund, approximately eight hundred, twenty-five thousand dollars (\$825,000.00) shall be earmarked for distribution to the members of Settlement Class 1 on a *pro rata* basis based upon the claims process described in Sections 4.9–4.12.

4.3. No later than ten (10) days before the Final Approval Hearing, Class Counsel shall file a request to the Court for reimbursement of attorneys' fees and costs from the Settlement Fund.

The amount that Class Counsel requests must not exceed \$1,050,000.00 (approximately 31% of the total Settlement Fund). Defendants do not and shall not oppose such a request, and agree that the amount awarded by the Court may be paid from the Settlement Fund. To the extent the Court approves an award of attorneys' fees in an amount less than the above amount, the difference will remain in the Settlement Fund.

4.4. This Agreement is not conditional on the Court's approval of attorneys' fees in the requested amount or in any amount whatsoever. The Parties shall request the Court to consider them separately from the fairness, reasonableness, and adequacy of the Agreement. The Court's ruling on the request will not terminate or cancel the Agreement or give the Named Plaintiffs or Class Counsel a right or option to do so.

4.5. Out of the Settlement Fund, the Settlement Administrator shall pay attorneys' fees within fifteen (15) business days after the Effective Date in an amount that the Court approves.

4.6. No later than ten (10) days before the Final Approval Hearing, Class Counsel shall apply to the Court for individual settlement and service awards, not to exceed \$6,000 to be paid to Plaintiff Jean LaRocque and \$4,000 to be paid to Plaintiff Melissa Allen, in recognition of their service as class representatives. Defendants do not and shall not oppose such an application. To the extent the Court approves awards to Named Plaintiffs in amounts less than the amounts requested, any difference will remain in the Settlement Fund.

4.7. This Agreement is not conditional on the Court's approval of service awards in the requested amounts or in any amount whatsoever. The Parties shall request the Court to consider such awards separately from the fairness, reasonableness, and adequacy of the Settlement. This Agreement is not conditional on the Court's approval of individual awards to Ms. LaRocque and Ms. Allen in the amount applied for or in any amount whatsoever. The Court's ruling on the

application will not terminate or cancel this Agreement or give the Named Plaintiffs or Class Counsel a right or option to do so.

4.8. Out of the Settlement Fund, the Settlement Administrator shall pay the awards to Named Plaintiffs within fifteen (15) business days after the Effective Date in an amount that the Court approves.

4.9. In order to receive a distribution under Sections 4.11 or 4.12 of this Agreement, Settlement Class Members must submit a Claim Form. The Mail Notice (attached hereto as Exhibit C) to Settlement Class Members will include the Claim Form (attached hereto as Exhibit E). A separate Claim Form (attached hereto as Exhibit H) shall be available for members who receive Publication Notice as described in Section 6. Claim Forms will also be available on the Settlement Website. All Claim Forms for each Settlement Class must be submitted no later than one hundred twenty (120) days after the date of Mail Notice (“Claims Submission Deadline”). For purposes of determining timeliness, a Claim Form shall be deemed to have been submitted when postmarked by the postal service or other expedited mail service.

4.10. The Settlement Administrator shall receive and process all Claim Forms. The Settlement Administrator shall disallow any Claim for which the Claim Form is not substantially completed in full or that is not signed by the Settlement Class Member. Further, the Settlement Administrator shall disallow any Claim if the claimant is not a member of any of the Settlement Classes. Within ninety (90) days after the Claims Submission Deadline or the Effective Date, whichever occurs later, the Settlement Administrator shall provide a report to Class Counsel and Defendants’ counsel identifying the total numbers of timely and properly submitted Claim Forms for Settlement Class 1, the Settlement Class 1 Subclass, and Settlement Class 2, and the names of such Settlement Class members (“Approved Claims”).

4.11. Subject to the provisions of Section 4.16, each member of Settlement Class 1 whose name appears on the list of Approved Claims as set out in Section 4.10 is entitled to a payment under the process set forth in Sections 4.14-4.16 of this Agreement in an amount equal to a *pro rata*³ share of forty percent (40%) of the Settlement Fund after the payment of attorneys' fees awarded by the Court, any individual settlement and service awards to Named Plaintiffs approved by the Court, the expenses of notice and administration, and Taxes and Tax Expenses. The parties estimate that the net amount for distribution to members of Settlement Class 1 will be approximately \$825,000.00.

4.12. Subject to the provisions of Section 4.16, each member of the Settlement Class 1 Subclass and Settlement Class 2 whose name appears on the list of Approved Claims as set out in Section 4.10 is entitled to a payment under the process set forth in Sections 4.14-4.16 of this Agreement in an amount equal to a *pro rata* share of sixty percent (60%) of the Settlement Fund after the payment of attorney's fees awarded by the Court, any awards to Named Plaintiffs approved by the Court, the expenses of notice and administration, and Taxes and Tax expenses. The parties estimate that the net amount for distribution to members of Settlement Class 1 Subclass and Settlement Class 2 will be approximately \$1,220,000.00.

4.13. Upon Preliminary Approval, the Settlement Administrator shall disburse funds as previously contracted for providing notice under Section 6 of this Agreement.

4.14. Within one hundred and twenty (120) days after the Claims Submission Deadline or the Effective Date, whichever occurs later, the Settlement Administrator shall mail payments to Settlement Class Members in the amount set forth in Sections 4.11-4.12 of this Agreement via

³ For purposes of this Settlement, a "*pro rata* share" shall be based on the number of class members in each class or subclass who submit timely and valid claims, and shall not be based on the number of RECR3 letters received by or collections made from any class member.

U.S. mail. The Settlement Administrator shall send Payment Notices accompanying the payment checks, notifying the recipients that the checks must be deposited or cashed within ninety (90) days from the date on the Payment Notices and that the checks will not be valid after that date and including the release set forth in Sections 10.1 and 10.2 of this Agreement. The Settlement Administrator shall ensure that, if a check has not been deposited or cashed within ninety (90) days after the date on its Payment Notice, the amount of the check remains in the Settlement Fund for distribution in accordance with Section 4.15. The Final Approval Order must order that amounts that would have been payable on the negotiation of any check not deposited or cashed are not subject to escheat under any state law. A failure of any Settlement Class Member to deposit or cash a check within the time period allotted shall have no effect on that person's release of Released Claims under this Agreement.

4.15. If any excess funds remain in the Settlement Fund after all distributions have been made in accordance with this Settlement Agreement, the Settlement Administrator shall distribute (i) to itself to the extent any reasonable additional fees and costs of administration have accrued, and (ii) any remaining balance as a *cy pres* donation, 85% of which shall be distributed to the National Endowment for Financial Education, and 15% of which shall be distributed to Pine Tree Legal Assistance, Inc., 88 Federal Street, Portland, Maine 04101. Under no circumstances will any funds revert to Defendants.

4.16. Under no circumstances shall any member of any Settlement Class or the Subclass receive more than one payment under this Settlement, even if he or she is a member of more than one Settlement Class. Thus, any Settlement Class Member who is a member of Settlement Subclass 1 and/or Settlement Class 2 shall receive a single payment from the distribution pool

created for those groups, and shall not receive payment from the distribution pool for persons who are members only of Settlement Class 1.

5. **THE PRELIMINARY APPROVAL ORDER**

5.1 Promptly upon the execution of this Agreement, Named Plaintiffs shall move for an order granting preliminary approval of this Settlement (“Preliminary Approval Order”). The proposed Preliminary Approval Order that will be attached to the motion shall be in a form agreed upon by Class Counsel and Defendants as set forth in Exhibit F hereto. The motion for preliminary approval shall request that the Court: (1) approve the terms of the Settlement as within the range of fair, adequate and reasonable terms; (2) provisionally certify the Settlement Classes pursuant to Federal Rule of Civil Procedure 23 for settlement purposes only; (3) approve the notice program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the procedures set forth in Section 7 hereof and in the notice program for Settlement Class Members to exclude themselves from the Settlement Classes or to object to the Settlement; (5) designate Class Counsel as counsel for the Settlement Classes; (6) preliminarily enjoin all Settlement Class Members, unless and until they have timely and properly excluded themselves from the Settlement Classes, from participating as plaintiff or class member in any other lawsuit or proceeding in any jurisdiction based on, relating to, or arising out of any of the claims asserted in the Litigation; and (7) schedule the Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel and counsel for Defendants, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith, and determine whether to

approve the Settlement and Class Counsel's application for attorneys' fees, costs and expenses and awards to Named Plaintiffs.

6. **NOTICE OF PROPOSED SETTLEMENT**

6.1 The Settlement Administrator will certify the number and identity of the Settlement Class Members under the Settlement Class definitions, and compile final Settlement Class Member lists for each of the Settlement Classes. To assist in this process, Defendants shall provide, within thirty (30) days after entry of the Preliminary Approval Order, Settlement Class Member lists in readable electronic form to the Settlement Administrator. For each Settlement Class Member, Defendants shall provide, to the extent available, the name and last known address. In preparing the Settlement Class Member lists, Defendants shall use reasonable, good faith efforts to identify Settlement Class Members. The Settlement Administrator shall ensure that the information that it receives from Defendants and Settlement Class Members is secured and managed in such a way as to protect the security and confidentiality of the information, consistent with the privacy policies of Defendants and applicable law. Except as specifically provided in this Agreement, the Settlement Administrator shall not disclose or disseminate any information that it receives from Defendants and Settlement Class Members without the prior written consent of all Parties.

6.2 Upon Preliminary Approval of the Settlement, the Settlement Administrator shall implement the notice program provided herein, using the forms of Notice approved by the Court in the Preliminary Approval Order. All costs of Notice shall be paid from the Settlement Fund.

6.3 Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) ("CAFA"), the CAFA Notice shall be sent by the Defendants to appropriate federal and state officials in accordance with 28 U.S.C. § 1715(a) not later than 10 days after the Parties file this Settlement Agreement with the Court. If Defendants use the Settlement Administrator to send the CAFA Notice, then Defendants shall be responsible for this additional expense above and beyond the

costs of administration and notice, and above and beyond the Settlement Fund. The Settlement Administrator will bill Defendants separately for such service.

6.4 Notice to Settlement Class Members shall include the Mail Notice and the Publication Notice in the form attached hereto as Exhibit D. The Publication Notice will be published once in each of the following newspapers: Bangor Daily News, Lewiston Sun Journal, and Portland Press Herald.

6.5 At least fifteen (15) business days before the date of the Final Approval Hearing, the Settlement Administrator shall file proof, by affidavit or declaration, of the aforesaid publications and mailings.

6.6 No later than the mailing of the first Mail Notice, the Settlement Administrator shall establish an internet website concerning the Settlement and a toll-free number for Settlement Class members to call with questions. The contents of the website will include the Complaint, Answer, Settlement Agreement, Long Form Notice, Claim Forms and the Preliminary Approval Order entered by the Court. The website and the toll-free number shall be maintained while the Settlement Administrator is processing claims under this Agreement. The internet address of the website and the toll-free number shall be included in all notices mailed to Settlement Class Members and in the Publication Notice. The Settlement Administrator shall cause to be maintained a record of activities, including logs of inquiries to the internet website, downloads, phone calls and/or mailings, and shall ensure that a running tally is kept of the number and types of materials mailed by it or downloaded from the internet website in a computerized database form. The telephone line shall be capable of receiving requests for Claim Forms, and providing general information concerning deadlines for objecting to or opting out of the Settlement, and the dates of relevant Court proceedings, including the Final Approval Hearing.

6.7 The notices and internet website provided under or as part of the notice program shall not bear or include the Defendants' logos or trademarks or the return addresses of the Defendants, or otherwise be styled to appear to originate from the Defendants.

6.8 Within the parameters set forth in this Section, further specific details of the notice program shall be subject to the agreement of Class Counsel and Defendants.

7. **RIGHT OF EXCLUSION AND TO OBJECT**

7.1 A Settlement Class Member may opt out of the Settlement Class or Classes to which he or she belongs. If a Settlement Class Member belongs to more than one Settlement Class, a request for exclusion shall have the effect of excluding the requesting Class Member from all Settlement Classes to which he or she belongs. To exercise this exclusion right, the Settlement Class Member must send a request for exclusion to the Settlement Administrator, at the address specified in the Notice that contains the following information:

- a. The name of the Litigation;
- b. The person's full name, address and telephone number;
- c. A specific statement of the person's intention to exclude himself from the Settlement;
- d. The identity of counsel, if the person is represented; and
- e. The person's signature and the date on which the request was signed.

7.2 A Settlement Class Member may opt out at any time during the Opt-Out Period. Exclusions sent by any Settlement Class Member to incorrect locations shall not be valid.

7.3 Any Settlement Class Member who has not submitted a timely and valid request to be excluded from the Settlement shall be bound by the Settlement and by all subsequent proceedings and orders. Any Settlement Class Member who elects to opt out pursuant to this Agreement shall not be entitled to a remedy under this Agreement. Any Settlement Class Member

who submits a timely and valid request for exclusion shall not be permitted to object to the Settlement.

7.4 Class Counsel and Defendants' counsel shall have the right to contact persons who submit requests for exclusion from the Settlement Classes. Within five (5) business days of the closing of the Opt-Out Period, the Settlement Administrator shall provide Class Counsel and Defendants' counsel, by electronic mail, facsimile, and/or hand delivery, with a list identifying each person who has submitted a timely and valid request to be excluded from the Settlement Class(es) in accordance with the terms of this Agreement and the Preliminary Approval Order and attaching copies of all requests for exclusion.

7.5.1. In their sole discretion, Defendants may terminate this Agreement if three percent (3%) or more of the Settlement Class Members submit timely and valid requests to be excluded from the Settlement Class(es). Defendants shall advise Class Counsel and the Court, in writing, of this election within ten (10) days of receiving the list of opt-outs pursuant to Section 7.4. In such event, this Agreement may not be offered or received into evidence or utilized for any other purpose in the Litigation or in any other action, suit, or proceeding.

7.5.2. In their sole discretion, Plaintiffs and Defendants each shall have the unilateral right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement if any of the following conditions subsequently occurs: (1) the Court fails or declines to grant Preliminary Approval pursuant to the terms of the Preliminary Approval Order; (2) the actual size of any Settlement Class or Subclass is greater than the estimate of class size⁴ by more than seven-and-one-half percent (7.5%), unless the Defendants

⁴ Defendants estimate that the size of Settlement Class 1 is approximately 300,000; Settlement Class 1 Subclass is approximately 200,000; and, Settlement Class 2 is approximately 45,000. Plaintiffs have relied on these estimates in entering into this Settlement Agreement.

agree in writing to increase the gross amount of the Settlement Fund in an amount acceptable to the Plaintiffs and the Court; (3) the Court materially modifies the terms of the Release or the Released Parties; (4) the Effective Date does not occur for any reason, including without limitation the entry of an order by any court that would require either material modification or termination of the Settlement Agreement or the Final Approval Order. The exercise of any such right of termination must occur within ten business days of the occurrence of the events described in subsections (1), (3) and (4) herein, and with respect to subsection (2), within 10 business days of the Settlement Administrator's certification of the number and identity of Settlement Class Members pursuant to Section 6.1.

7.6 A Settlement Class Member may object to the Settlement. To exercise this objection right, the Settlement Class Member must provide written notice of the objection via first class mail to the Clerk of Court, Class Counsel, and Defendants' counsel. For an objection to be considered by the Court, the objection must be postmarked no later than the last day of the Opt-Out Period, as specified in the Notice. For an objection to be considered by the Court, the objection must also set forth:

- a. the name of the Litigation;
- b. the objector's full name, address and telephone number;
- c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- d. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of

any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;

- e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- f. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- g. the identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- j. the objector's signature (an attorney's signature is not sufficient).

8. **FINAL APPROVAL HEARING AND ORDER**

8.1 The Named Plaintiffs' motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. Named Plaintiffs shall file their motion for final approval of the Settlement, and their application for attorneys' fees and costs and awards to Named Plaintiffs, no later than ten (10) days prior to the Final Approval Hearing.

8.2 At the Final Approval Hearing, the Court will consider Named Plaintiffs' motion for final approval of the Settlement, and Class Counsel's application for attorneys' fees and costs and awards to Named Plaintiffs. In the Court's discretion, the Court also may hear argument at

the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the fee, cost or service award application, provided the objectors filed timely objections that meet all of the requirements listed in Section 7.6 hereof.

8.3 At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting final approval of the Settlement, and whether to approve Class Counsel's request for attorneys' fees and costs. The proposed Final Approval Order that will be attached to the motion shall be in a form agreed upon by Class Counsel and Defendants as set forth in Exhibit A hereto. Such proposed Final Approval Order shall, among other things

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Classes for settlement purposes only;
- c. Expressly state that the Parties and Class Counsel agree that certification of the Settlement Classes is a certification for settlement purposes only, and that Defendants retain their rights to object to certification of this Litigation if the Effective Date does not occur and/or the Agreement is terminated pursuant to the provisions of paragraphs 7.5.1 or 7.5.2, or any other class action under Federal Rule of Civil Procedure 23 or any other applicable rule, statute, law or provision;
- d. Determine that the Notice provided satisfies Due Process requirements;
- e. Dismiss the Litigation with prejudice;
- f. Release Defendants and the Released Parties from the Released Claims, as set forth in Sections 10.1 and 10.2 hereof;
- g. Bar and enjoin Named Plaintiffs and all Settlement Class Members from asserting or prosecuting any of the Released Claims in any jurisdiction, as set forth in Sections 10.1 and 10.2 hereof, including during any appeal from the Final Approval Order;
- h. Approve such award of attorneys' fees and costs for Class Counsel and/or awards to Named Plaintiffs as the Court may award; and
- i. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendants, all Settlement Class Members, and all objectors, to administer, supervise, construe and enforce this Agreement in accordance with its terms.

9. **EFFECTIVE DATE**

This Agreement and the obligations of the Parties under this Agreement, other than those obligations that are expressly required to be fulfilled before the Effective Date, shall not become effective until, and are expressly conditioned upon, the occurrence of the Effective Date.

10. **RELEASE**

10.1 Upon the Effective Date, Named Plaintiffs and each Settlement Class Member, each on behalf of himself or herself and on behalf of his or her respective agents, affiliates, heirs, executors and administrators, predecessors, successors, assigns, attorneys, representatives, shareholders, and any and all persons who seek to claim through or in the name or right of any of them (the “Releasing Parties”), shall automatically be deemed to have fully and irrevocably released and forever discharged (as by an instrument under seal without further act by any person, and upon good and sufficient consideration), TeleCheck Services, Inc., TRS Recovery Services, Inc. and each of their administrators, insurers, reinsurers, agents, firms, parent companies/corporations, sister companies/corporations, subsidiaries and affiliates, including without limitation First Data Corporation, and all related entities, and any of the foregoing persons’ or entities’ respective predecessors, successors, assigns and present and former officers, directors, shareholders, employees, agents, attorneys, and representatives (collectively, the “Released Parties”) from (1) all claims concerning the content of any RECR3 letters sent by Defendants, or any subsequent or follow-up letters sent by Defendants concerning an alleged returned check that was the subject of an initial RECR3 letter, in an attempt to collect funds in any amount as payment of an alleged returned check or as a fee associated with the collection of the returned check; (2) all claims concerning the sequence and/or timing of Defendants’ collection of funds in any amount as payment of an alleged returned check that was the subject of a RECR3 letter or as a fee associated with the collection of the returned check; and (3) all other claims that have been asserted

in the following civil actions: *LaRocque v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.*, U.S.D.C. of Maine; *Jamie Cook v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.*, U.S.D.C. for the District of North Carolina; *Sylvia Greer v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.*, U.S.D.C. for the Central District of California; *Joann Bucko v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.*, U.S.D.C. for the Southern District of New York; *Dellarina M. Stout v. TRS Recovery Services, Inc. and TeleCheck Services, Inc.*, U.S.D.C. for the District of Kansas. The Releases provided for herein are as a result of membership in the Settlement Class or Classes, the Court's approval process, and occurrence of the Effective Date, and are not conditional on receipt of payment by any particular Settlement Class Member.

10.2 AS OF THE EFFECTIVE DATE, THE NAMED PLAINTIFFS AND EACH SETTLEMENT CLASS MEMBER SHALL AUTOMATICALLY BE DEEMED TO HAVE WAIVED AND RELEASED ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY § 1542 OF THE CALIFORNIA CIVIL CODE OR SIMILAR LAWS OF ANY OTHER STATE OR JURISDICTION. SECTION 1542 OF THE CALIFORNIA CIVIL CODE READS: “§1542. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

11. EXCLUSIVE REMEDY; DISMISSAL OF ACTION; JURISDICTION OF COURT

11.1 Each and every Settlement Class Member who has not submitted a timely and valid request for exclusion pursuant to this Agreement submits to the jurisdiction of the Court and will be bound by the terms of this Settlement (including, without limitation, any and all Releases).

11.2 This Agreement shall be the sole and exclusive remedy for any and all claims of Settlement Class Members against Defendants arising from or in any way related to any debt collection, credit reporting or other practices and upon entry of the Final Approval Order, each Settlement Class Member shall be barred from initiating, asserting, or prosecuting any such claims against any Released Party.

11.3 Upon entry of the Final Approval Order, each of the actions comprising the Litigation shall be dismissed with prejudice.

11.4 The Court shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Agreement and the Court's orders and judgments. In the event of a breach by Defendants or a Settlement Class Member under this Agreement, the Court may exercise all equitable powers over Defendants or such Settlement Class Member to enforce this Agreement and the Final Approval Order irrespective of the availability or adequacy of any remedy at law. Such powers include, among others, the power of specific performance, contempt, and injunctive relief.

12. **OTHER TERMS AND CONDITIONS**

12.1 Defendants dispute the claims alleged in the Litigation and do not by this Agreement or otherwise admit any liability or wrongdoing of any kind. Defendants have agreed to enter into this Agreement to avoid further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Litigation. Neither this Settlement, nor any act performed or document executed pursuant to or in furtherance of this Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim or argument made by Named Plaintiffs or Settlement Class Members, including but not limited to arguments on the merits or in support of class certification, or of any wrongdoing or liability of

the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Litigation or in any proceeding in any court, administrative agency or tribunal. The Parties agree that if the Court does not approve any material term of this Agreement or requires as a condition to granting approval any term that effects a material change in this Agreement, then this Agreement may be voided at any Party's option, provided however that such right must be exercised no later than ten (10) days after that Party's receipt of any order granting final approval of the Settlement. The Parties further agree that any requirements that Defendants, or either of them, provide any remedy or pay any amount greater than the remedies and amounts set forth in this Agreement shall be deemed a material change entitling Defendants to void the Agreement.

12.2 In the event that this Settlement does not become effective for any reason, this Agreement shall be considered null and void; all of Defendants' obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved, including, but not limited to, Named Plaintiffs' right to proceed under the Court's Order granting class certification and Defendants' rights to continue to oppose class certification on any grounds. Nothing in this Agreement nor in the Settlement proceedings contemplated by this Agreement shall be construed as an admission by either Defendant that any of the requirements for class certification under Fed. R. Civ. P. 23 or any state law provision for class certification have been met.

12.3 In order to ensure that all information provided to Settlement Class Members regarding the terms and conditions of this Agreement is content-neutral and has been approved by

the Court in substance, the Parties agree that no press release or statements to the press shall be made concerning this Agreement except as required by law or to effectuate the Agreement.

12.4 The Parties shall abstain from making, publishing, posting, aiding or authorizing the publication of any false or defamatory statements to any other persons about each other.

12.5 Each of the Parties represents and warrants that he or it is not aware of any other lawsuits or administrative proceedings involving Defendants regarding the subject matter of the Litigation.

12.6 Nothing in this Agreement shall operate or be construed to release any claims or rights of TRS to collect any past, present or future debts that may be owed by Plaintiffs or by any Settlement Class Member, including without limitation any returned check fees. Further, nothing in this Agreement shall be construed to limit TRS' debt collection activities, or TRS' and/or TeleCheck's credit reporting activities, in any way. Nothing in this Agreement shall operate or be construed to release, waive or otherwise limit any claims or defenses a Settlement Class Member might have to such collection activity, other than claims or defenses released in this Agreement.

12.7 TRS intends to implement certain changes to its RECR3 letter in response to the allegations asserted in the Litigation. Such changes have been reviewed by Class Counsel. If adopted and implemented by Defendants, the parties and Class Counsel agree that such changes would remedy the Named Plaintiffs' allegations that the RECR3 letter violated the FDCPA. Nothing in this Agreement shall limit TRS' ability to make future changes to the RECR3 letter as it sees fit. A copy of the front of the revised RECR3 letter incorporating the changes referenced herein is attached as Exhibit G-1 and a copy of the front of the revised RECR3 letter for use in the State of Texas is attached as Exhibit G-2.

12.8 This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. This Agreement has been negotiated at arms-length by parties of equal bargaining power, and drafted jointly by Class Counsel and Defendants' counsel. Each of the Parties has had full opportunity to review and consider the contents of this Agreement, have read and fully understand the provisions of this Agreement, and have relied on the advice and representation of legal counsel of their own choosing. In the event that a dispute arises with respect to this Agreement, no Party shall assert that any other Party is the drafter of this Agreement, for purposes of resolving ambiguities that may be contained herein. If any provision of this Agreement shall be deemed ambiguous, such provision shall not be construed against any Party on the basis of the identity of the purported drafter of this Agreement.

12.9 The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Litigation.

12.10 The Parties agree that the Agreement was negotiated in good faith by the Parties.

12.11 The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute part of this Agreement.

12.12 As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

12.13 Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, a representative of Class Counsel and a representative of Defendants shall meet and confer in an attempt to resolve such disputes before submitting them to the Court. In addition, any of the Parties may request that any such dispute be

mediated by the Hon. Margaret Hinkle of JAMS, with the costs of such mediation being split equally between the Parties.

12.14 TRS and TeleCheck each represent and warrant that: (a) it has all requisite corporate power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated hereby; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action; (c) its signatories to the Agreement have full authority to sign on behalf of and to bind it to the Agreement's terms; and (d) this Agreement has been duly and validly executed and delivered by it and constitutes its legal, valid, and binding obligation.

12.15 Named Plaintiffs, Defendants, and their attorneys agree to cooperate fully in seeking Court approval of this Agreement and to use their best efforts to effect its consummation as provided for herein. They further agree to execute all such additional documents as shall be reasonably necessary to carry out the provisions of this Agreement.

12.16 The undersigned counsel represent that they have been fully authorized to execute this Agreement on behalf of their respective clients.

12.17 This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and to all members of the Settlement Classes and their respective agents, heirs, executors, administrators, successors, or assigns.

12.18 This Agreement and its Exhibits constitute the entire agreement of the parties with respect to the subject matter thereof. The settlement contemplated by this Agreement is not subject to any condition not expressly provided for herein, and there exist no collateral or oral agreements relating to the subject matter of the Agreement. In entering this Agreement, no party is relying on any promise, inducement, or representation other than those set forth herein and in the Exhibits

hereto. Any agreement purporting to change or modify the terms of this Agreement or the Exhibits hereto must be in writing, signed by counsel for each of the parties to this Agreement.

12.19 All of the Exhibits attached hereto or referred to herein are incorporated as if fully set forth in the body of this Agreement.

12.20 The waiver by any party to this Agreement of any breach of its terms shall not be deemed or construed to be a waiver of any other breach of this Agreement, whether prior, subsequent, or contemporaneous.

12.21 This Agreement may be executed in any number of counterparts, including by facsimile or electronic mail, each of which shall be deemed to be an original. All counterparts shall constitute one Agreement, binding on all parties hereto, regardless of whether all parties are signatories to the same counterpart, but the Agreement will be without effect until and unless all parties to this Agreement have executed a counterpart.

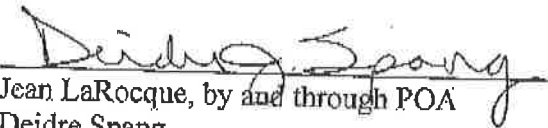
12.22 This Agreement shall be governed by the laws of Maine without regard to its conflict of laws principles whether set forth in rules, precedent, or case law.

12.23 Any action or proceeding to construe or enforce this Agreement or to secure damages for its breach shall be brought in the Court.

12.24 Any notices issued pursuant to the terms of this Agreement shall be sent to the Parties at the addresses of their respective counsel as set forth below. Additional notice to TRS and TeleCheck shall be sent to the following:

Ralph Shalom, Esq.
First Data Corporation
3975 NW 120 Ave, MS B-30
Coral Springs, FL 33065
Ralph.Shalom@FirstData.com

The Plaintiffs:


Jean LaRocque, by and through POA
Deidre Spang

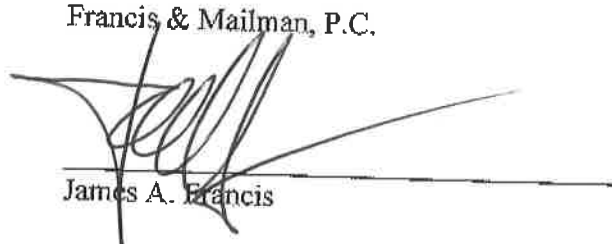
4-13-15
Date

Melissa Allen

Date

Settlement Class Counsel (as counsel for the Plaintiffs and the Settlement Class Members):

Francis & Mailman, P.C.


James A. Francis

4/16/15
Date

Lewis Saul & Associates, P.C.

Date

The Plaintiffs:

Jean LaRocque, by and through POA
Deidre Spang

Date

Melissa Allen

Date


Settlement Class Counsel (as counsel for the Plaintiffs and the Settlement Class Members):

Francis & Mailman, P.C.

James A. Francis

Date

Lewis Saul & Associates, P.C.



Lewis J. Saul

4/15/2015

Date

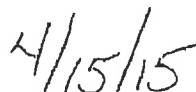
The Plaintiffs:

Jean LaRocque, by and through POA
Deidre Spang



Melissa Allen

Date



Date

Settlement Class Counsel (as counsel for the Plaintiffs and the Settlement Class Members):

Francis & Mailman, P.C.

James A. Francis

Date

Lewis Saul & Associates, P.C.

Date


The Defendants:

TeleCheck Services, Inc.

By: _____ Date _____
its _____

Defendant's Counsel:

Pierce Atwood LLP

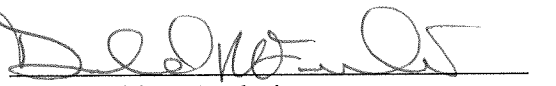
By:  Date 4/16/15
Donald R. Frederico
Partner

TRS Recovery Services, Inc.

By: _____ Date _____
its _____

Defendant's Counsel:

Pierce Atwood LLP

By:  Date 4/16/15
Donald R. Frederico
Partner

The Defendants:

TeleCheck Services, Inc.

By: _____ Date _____
its _____

Defendant's Counsel:

Pierce Atwood LLP

By: _____ Date _____
Donald R. Frederico
Partner

TRS Recovery Services, Inc.

By:  Date 4/16/15
its President - Brian Connolly


Defendant's Counsel:

Pierce Atwood LLP

By: _____ Date _____
Donald R. Frederico
Partner

The Defendants:

TeleCheck Services, Inc.

By:  _____

its SVP, General Manager

April 16, 2015
Date

Defendant's Counsel:

Pierce Atwood LLP

By: _____
Donald R. Frederico
Partner

Date

TRS Recovery Services, Inc.

By: _____
its _____ Date _____

Defendant's Counsel:

Pierce Atwood LLP

By: _____
Donald R. Frederico
Partner

Date

EXHIBIT A

UNITED STATES DISTRICT COURT DISTRICT OF MAINE

-----X
**TRS RECOVERY SERVICES, INC., and
TELECHECK SERVICES, INC., Fair
Debt Collections Practices Act (FDCPA)
Litigation**
-----X

MDL 2426
Master File Civ. No. 2:13-md-2426-DBH

CLASS ACTION

This Document Relates To:

JEAN LaROCQUE, ex rel. DEIDRE J. SPANG
v. TRS RECOVERY SERVICES, INC. and
TELECHECK SERVICES, INC.
Civ. No. 11-00091-DBH

MELISSA ALLEN v. TRS RECOVERY
SERVICES, INC. and TELECHECK
SERVICES, INC.
Civ. No. 2:11-cv-00091-DBH

FINAL JUDGMENT AND ORDER OF DISMISSAL

This matter, having come before the Court on Plaintiffs Jean LaRocque and Melissa Allen's (the "Class Representatives") Motion for Final Approval of the proposed class action settlement with Defendants TRS Recovery Services, Inc. and TeleCheck Services, Inc. ("Defendants"); the Court having considered all papers filed and arguments made with respect to the settlement, and having provisionally certified, by Order entered _____ (Doc.__), three settlement classes, and the Court, being fully advised in the premises, finds that:¹

1. For purposes of settlement, this action satisfies the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23(a) and (b)(3). The classes as defined in this Court's

¹ Unless otherwise defined herein, all capitalized terms in this Order have the same meaning as in the Settlement Agreement.

Preliminary Approval Order (together, the “Settlement Classes”) are so numerous that joinder of all members is not practicable, there are questions of law and fact common to the Settlement Classes, the claims of the Class Representatives are typical of the claims of the Settlement Classes, and the Class Representatives will fairly and adequately protect the interests of the Settlement Classes. Questions of law and fact common to the members of the Settlement Classes predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

2. Notice to the Settlement Classes required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court’s Preliminary Approval Order, and such notice by mail, website and publication has been given in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances, and satisfies Rule 23(e) and due process.

3. Defendants have timely provided notification of this settlement to the appropriate federal and state officials pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715. The Court has reviewed such notification and accompanying materials, and finds that Defendants’ notification complies fully with the applicable requirements of CAFA.

4. The Settlement Agreement was arrived at as a result of arms-length negotiations conducted in good faith by counsel for the parties, and is supported by the Class Representatives.

5. The settlement as set forth in the Settlement Agreement is fair, reasonable and adequate to members of the Settlement Classes in light of the complexity, expense, and duration of litigation and the risks involved in establishing liability and damages, and in maintaining the class action through trial and appeal.

6. The relief provided under the settlement constitutes fair value given in exchange for the releases of claims against the Released Parties.

7. The persons listed on Exhibit A hereto, which is being filed under seal, have validly excluded themselves from the Settlement Classes in accordance with the provisions of the Preliminary Approval Order, and shall not be bound by the Settlement.

8. The parties and each member of the Settlement Classes have irrevocably submitted to the exclusive jurisdiction of this Court for any suit, action, proceeding or dispute arising out of the Settlement Agreement.

9. It is in the best interests of the parties and the members of the Settlement Classes and consistent with principles of judicial economy that any dispute between any member of the Settlement Classes (including any dispute as to whether any person is a member of the Settlement Classes) and any Released Party which in any way relates to the applicability or scope of the Settlement Agreement or this Final Judgment and Order of Dismissal should be presented exclusively to this Court for resolution by this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. This action is finally certified as a class action for settlement purposes only against Defendants TRS Recovery Services, Inc. and TeleCheck Services, Inc. on behalf of a Settlement Class 1 defined as follows:

All natural persons with an address in the United States American Samoa, Guam, Northern Mariana Islands, Puerto Rico or U.S. Virgin Islands to whom the defendant TRS sent its RECR3 letter between March 11, 2010 and [the date of preliminary approval of this Settlement].

and on behalf of a Settlement Class 1 Subclass defined as follows:

All natural persons with an address in the United States American Samoa, Guam, Northern Mariana Islands, Puerto Rico or U.S. Virgin Islands to whom the defendant TRS sent its RECR3 letter between March 11, 2010 and [the date of preliminary approval of this Settlement], and from whom one or both Defendants collected in whole or in part, within 30 days of the RECR3 letter, the debt or returned check fee referenced in that RECR3 letter.

and on behalf of a Settlement Class 2 defined as follows:

All natural persons who have paid a returned check fee of \$25.00 to at least one of the defendants by way of a TRS demand draft in connection with an underlying check transaction that occurred in the State of Maine between March 11, 2005 and [the date of preliminary approval of this Settlement].

(Collectively, Settlement Class 1, Settlement Class 1 Subclass and Settlement Class 2 are the “Settlement Classes” and the members of the Settlement Classes are “Settlement Class Members”).

2. The Settlement Agreement submitted by the parties is finally approved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure as fair, reasonable and adequate and in the best interests of the Settlement Class Members. The parties are directed to consummate the Agreement in accordance with its terms.

3. Within ten (10) business days after the Effective Date, as defined in the Settlement Agreement, Defendants shall transfer to the Settlement Administrator, by draft or by wire, the balance of the Settlement Amount, in the sum of three million, two hundred forty-seven thousand, seven hundred fifty-seven dollars (\$3,247,757.00) (the “Settlement Fund”). Together with the funds Defendants have already delivered to the Settlement Administrator as provided by this Court’s Order of Preliminary Approval of Settlement, the Settlement Fund shall constitute Defendants’ full and final payment to settle this class action lawsuit, as set forth in the Settlement Agreement. The Settlement Administrator is directed to make disbursements from the Settlement Fund in accordance with the terms of Section 4 of the Settlement Agreement. The Settlement Administrator shall ensure that, if a check has not been deposited or cashed within ninety (90) days after the date of issue, the amount of the check remains in the Settlement Fund for distribution in accordance with the Settlement Agreement. Amounts that would have been payable on the negotiation of any check not deposited or cashed are not subject to escheat under any state law.

4. This action is hereby dismissed on the merits, with prejudice and without costs.

5. The Court hereby approves the Release set forth in paragraphs 10.1 and 10.2 of the Settlement Agreement. As agreed by the parties in the Settlement Agreement, upon the Effective Date, the Released Parties as defined in the Settlement Agreement shall be released to the fullest extent provided therein.

6. Without affecting the finality of this judgment, the Court hereby reserves and retains jurisdiction over this action, including the administration and consummation of the settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over Defendants, Plaintiffs, and each Settlement Class Member for any suit, action, proceeding, or dispute relating to this Order or the Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration, or other proceeding by any Settlement Class Members in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, is a suit, action or proceeding relating to this Order. Solely for purposes of such suit, action, or proceeding, to the fullest extent possible under applicable law, the parties hereto and all members of the Settlement Classes are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

7. Upon consideration of Class Counsel's application for fees and expenses, the Court shall enter a separate Order awarding reasonable fees and expenses in an amount to be set forth in that Order. Payment of Class Counsel's fees and expenses shall be taken out of the Settlement Fund, and no additional payment shall be required of Defendants.

8. Upon consideration of the application for an individual settlement award, Class Representative Jean LaRocque is awarded the sum of six thousand dollars (\$6,000.00) and Class Representative Melissa Allen is awarded the sum of four thousand dollars (\$4,000.00) in consideration for their individual claims against the Defendants and for the valuable services they have performed for and on behalf of the Settlement Classes. These payments shall be taken out of the Settlement Fund, and no additional payment shall be required of Defendants.

9. All Settlement Class Members shall be bound by all of the terms, conditions and obligations of the Settlement Agreement, and all determinations and judgments in the action concerning the Settlement.

10. Neither the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by any party of the truth of any allegation in the Action or of any liability, fault or wrongdoing of any kind.

11. The Parties and Class Counsel agree that certification of the Settlement Classes is a certification for settlement purposes only, and that Defendants retain their rights to object to certification of this Litigation if the Effective Date does not occur and/or the Agreement is terminated pursuant to the provisions of paragraphs 7.5.1 or 7.5.2, or of any other class action under Federal Rule of Civil Procedure 23 or any other applicable rule, statute, law or provision.

12. The Named Plaintiffs and all Settlement Class Members are hereby permanently barred and enjoined from asserting or prosecuting any of the Released Claims in any jurisdiction, as set forth in Section 10.1 and 10.2 of the Settlement Agreement, including during any appeal from this Final Approval Order.

13. Final Judgment is hereby entered in this action, consistent with the terms of the Settlement Agreement.

BY THE COURT:

HON. D. BROCK HORNBY
UNITED STATES DISTRICT JUDGE

Dated: _____

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MAINE

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

YOU MAY BE A MEMBER OF A CLASS ACTION

THIS IS NOT A SOLICITATION.

YOU COULD LOSE RIGHTS OR BENEFITS.

The cases are: *LaRocque v. TRS Recovery Services, Inc.*, Case No. 11-00091-DBH and *In Re: TRS Recovery Services, Inc. and TeleCheck Services, Inc., Fair Debt Collection Practices Act (FDCPA) Litigation*, C.A. No. 2:13-MD-2426-DBH.

This Notice is provided to members of a class action in the cases mentioned above. The presiding judge in this case, the Honorable D. Brock Hornby, has authorized this written notice about a proposed settlement reached by the parties to this class action litigation. Please take a few minutes to review this Notice as it may affect your rights to receive benefits, and it should answer questions you may have.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

FILE A CLAIM	To share in the Settlement Fund (defined below), you must submit a Claim Form no later than _____, 2015.
EXCLUDE YOURSELF	<p>Remove yourself from this class action. Get no benefits or money. Keep any legal claims you have against the Defendants.</p> <p>If you exclude yourself and money or benefits are awarded, you will not share in such recovery. But you keep any rights you may have to sue Defendants separately about the same legal claims that are part of this lawsuit.</p>
OBJECT	<p>Oppose the settlement. Propose an alternative resolution.</p> <p>If you object to the settlement, you should write to the Court about why you don't like the settlement. You may also appear in support of your objection at the Fairness Hearing scheduled for _____, 2015 at _____ in the courtroom of Judge Hornby, in the United States District Court for the District of Maine, 156 Federal Street in Portland, Maine.</p>

DO NOTHING	<p>Stay in this lawsuit. Await the Court's decision whether to approve the Settlement. Give up certain rights.</p> <p>By doing nothing, you will receive no money that may come from the proposed settlement. But, you give up any rights to sue Defendants individually and to seek damages for the same legal claims that are in this lawsuit.</p>
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Your options are explained in this Notice. To share in the Settlement Fund established for the benefit of the class members, you need to file a Claim Form no later than _____, 2015. To be excluded from the settlement or to object, you must act before _____, 2015.

1. Why did I receive this Notice?

Plaintiff Jean LaRocque brought this class action lawsuit and alleged, among other things, that Defendants TRS Recovery Services, Inc. ("TRS") and TeleCheck Services, Inc. ("TeleCheck") sent debt collection letters that contained statements in violation of the Fair Debt Collection Practices Act ("FDCPA"). The Defendants deny these allegations. The Court has not decided who is right or who is wrong. The Defendants' records show that you are a member of one or more of the following proposed settlement Classes:

Settlement Class 1:

All natural persons with an address in the United States, American Samoa, Guam, Northern Mariana Islands, Puerto Rico or U.S. Virgin Islands to whom the defendant TRS sent its RECR3 letter between March 11, 2010 and [the date of preliminary approval of this Settlement.]

Settlement Class 1 Subclass:

All natural persons with an address in the United States, American Samoa, Guam, Northern Mariana Islands, Puerto Rico or U.S. Virgin Islands to whom the defendant TRS sent its RECR3 letter between March 11, 2010 and [the date of preliminary approval of this Settlement], and from whom one or both defendants collected in whole or in part, within 30 days of the RECR3 letter, the debt or returned check fee referenced in that RECR3 letter.

Settlement Class 2:

All natural persons who have paid a returned check fee of \$25.00 to at least one of the defendants by way of a TRS demand draft in connection with an underlying check

transaction that occurred in the State of Maine between March 11, 2005 and [the date of preliminary approval of this Settlement].

2. What is this lawsuit about?

In this lawsuit, Plaintiffs asserted several claims, including the following:

Claim 1. Plaintiffs alleged that Defendant TRS' form collection letter known as the "RECR3 letter" was unlawful. Specifically, the claim is that the RECR3 letter violated a federal law called the FDCPA because it was misleading and deceptive by (a) stating that TRS will create a paper draft and submit it to a consumer's bank, when it has no authority to do so, and (b) referring to "any applicable state tax" without explaining or setting forth the amount of any tax.

Claim 2. Plaintiffs alleged that Defendants improperly collected funds from consumers who were sent the RECR3 letter within 30 days.

Claim 3. Plaintiffs alleged that Defendant TRS wrongly collected from Maine consumers returned check fees without providing notice required by Maine law.

You can read the Plaintiff's full Complaint at www.TRSclassaction.com. Defendants deny the allegations and the Court has made no finding of liability. Defendants' Answer to the Complaint is also available at the website.

3. What is the purpose of the Notice?

You may be a member of one or more of the above Classes and therefore you have a legal claim. A Postcard Notice may have been mailed to you and this Notice is provided to you for any one of three reasons:

- A. Because a collection agency called TRS Recovery Services sent you a letter in an attempt to collect a debt that was similar to the letter that they sent to the Plaintiff Jean LaRocque.
- B. Because TRS sent you the letter and collected money from you within 30 days; and/or
- C. Because you paid a returned check fee to TRS for a check transaction that occurred in Maine since March 11, 2005.

This Notice informs you of your rights in this matter and what steps you may take to either: 1) seek a share of the settlement; 2) opt out of the settlement; or 3) object to the settlement.

4. Why is this case a class action?

In a class action lawsuit, one or more people called Class Representatives (in this case, Jean LaRocque and Melissa Allen), sue on behalf of a group (or "Class") of other people who have similar claims. Mrs. LaRocque and Ms. Allen are the Plaintiffs and Class Representatives. They are pursuing the claims on behalf of the three Classes. The two companies named in this lawsuit,

TRS Recovery Services, Inc. and TeleCheck Services, Inc., are the Defendants. In the class action, a single court resolves the issues for everyone in the Classes except for anyone who chooses to opt out or exclude themselves from the Classes. The Court decided that this lawsuit can proceed as a class action, finding that there are thousands of persons with similar claims with common questions of law and fact. The Court's Order does not express any opinion about who is right or who is wrong, it simply allows all of the class members' claims to be asserted in one lawsuit. The Court's Order certifying the case as a class action is available at www.TRSclassaction.com.

5. Why is there a settlement?

After years of pre-trial litigation, the parties engaged in extensive, good-faith, and arm's-length settlement negotiations, including mediation sessions with Hon. Margaret Hinkle of JAMS, Inc. in Boston, Massachusetts. In order to avoid the cost, risk and delay of litigation, the parties eventually agreed to settle.

6. What are the terms of the proposed settlement?

If the settlement is approved by the Court, each eligible class member will be entitled to a share of the recovery. The Settlement Agreement calls for Defendants to create a Settlement Fund. From the Settlement Fund, approximately \$1,220,000.00 will be set aside for distribution to the members of Settlement Class 1 Subclass and Settlement Class 2. From the Settlement Fund, approximately \$825,000.00 will be set aside for distribution to the members of Settlement Class 1.

7. What are my rights and potential benefits?

The Parties have presented the Proposed Settlement to Judge Hornby, who has reviewed the terms of the Agreement, and without deciding whether he will ultimately approve the Final Settlement, has authorized this Notice describing the Settlement. By authorizing this Notice, the Court has not made a decision as to whether or not the Settlement will ultimately be approved, but only that Class Members are entitled to Notice and an opportunity to be heard on the matter. Assuming, as Defendants' records indicate, you are a member of one of more of the settlement Classes, you will be entitled to a share of the Settlement. The formula for calculating Settlement shares will depend upon how many class members participate.

8. What do I do to participate in the settlement and receive benefits?

To participate in the settlement and receive a cash payment from the Settlement Fund, you must complete and return the Claim Form that was attached to the Postcard Notice sent to you and that is also available at the Settlement website. The Claim Form must be postmarked no later than _____, 2015. Only Class Members who file timely, valid Claim Forms will be eligible to receive a payment

9. Why would I ask to be excluded?

If you do not want a benefit from the settlement, but you want to maintain your right to sue, or if you already have a lawsuit against the Defendants for the same or similar claims and want to continue with it, you need to be excluded from the Class. If you exclude yourself from this litigation – which means to remove yourself from the Class, also called “opting-out” of the Class – you will not get any money or benefits from this lawsuit even if the proposed settlement is approved. If you exclude yourself, you may be able to sue or continue to sue Defendants on your own. You will not be legally bound by the Court’s judgments in this class action.

10. How would I exclude myself from the case and settlement?

If you choose not to be part of the Settlement, you should submit a statement saying you wish to “opt out.” Your request to opt-out should be addressed to Settlement Administrator, c/o GCG, P.O. Box 10123, Dublin, OH 43017-3123 and must be postmarked no later than _____, 2015. Your opt-out request must contain the following information:

- a. The name of the case;
- b. Your full name, address and telephone number;
- c. A specific statement of your intention to exclude yourself from the Settlement;
- d. The identity of your attorney, if any; and
- e. Your signature and the date on which you signed.

In the event you submit a timely and valid opt-out request, you will be excluded from the Settlement and will not be entitled to any proceeds. If you initiate your own individual lawsuit against Defendants after excluding yourself from this action, you will have to seek damages in court, retaining and paying for any legal counsel you need. If you want to pursue your own lawsuit you should consult your own lawyer soon because your claims may be subject to time limits including those imposed by what is called a statute of limitations.

11. What would I do to object?

To object to the settlement, you must provide written notice of the objection via first class mail to the Clerk of Court (Clerk, U.S. District Court, 156 Federal Street, Portland, Maine 04101), Class Counsel (Francis & Mailman, P.C., 100 S. Broad Street, 19th Floor, Philadelphia, PA 19110), and Defendants’ counsel (Donald R. Frederico, Pierce Atwood LLP, 100 Summer Street, Boston, MA 02110).

For an objection to be considered by the Court, the objection must be postmarked no later than _____, 2015. The objection must set forth:

- a. the name of the case;
- b. the objector's full name, address and telephone number;
- c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- d. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- f. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- g. the identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- j. the objector's signature (an attorney's signature is not sufficient).

The Judge will consider your objection at the hearing.

12. Am I represented by a lawyer in this case?

The Court has named the law firms of Francis & Mailman, P.C. and Lewis Saul & Associates, P.C. as Class Counsel. Contact information for the Class Counsel law firms and attorneys is:

FRANCIS & MAILMAN, P.C.

James A. Francis, Esq.

100 S. Broad Street, 19th Floor
Philadelphia, PA 19110
(215) 735-8600
1-800-735-8600

LEWIS SAUL & ASSOCIATES, P.C.
183 Middle Street, Suite 200
Portland, ME 04101
(207) 874-7407

You will not be charged for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense. If you choose to hire your own lawyer, he or she must file an appearance by _____2015.

13. How will the lawyers be paid?

Class Counsel, Francis & Mailman, P.C. and Lewis Saul & Associates, P.C., will ask the Court to approve the award of an amount for attorneys' fees and litigation expenses in an amount up to \$1,050,000, representing approximately 31% of the recovery achieved for the benefit of the Classes. The motion for attorneys' fees and costs will be available on the Settlement website, www.TRSClassaction.com, after it is filed.

Further, the named Plaintiffs in this case who spent considerable time assisting in the preparation of this case will apply for individual settlement and service awards – that is, additional amounts for their individual contribution to this case – but only if such amounts are approved by the Court. The amount set aside for such payments to the named Plaintiffs is \$10,000.

14. Is this a fair settlement?

Both Class Counsel and Defendants believe that the settlement, negotiated at arm's length, is fair. The FDCPA is a federal statute that provides for both individual and class actions. In an individual action, the person bringing the suit may recover (i) any actual damages suffered, if proven, and (ii) statutory damages of between \$0 and \$1,000. In a class action, the maximum possible recovery is (i) any actual damages suffered by the Class members and (ii) the lesser of 1% of the defendant's net worth or \$500,000. The Court, in its discretion, may award anything from \$0 up to the maximum amount to a prevailing party. In either an individual or a class action, plaintiffs, if successful, can also recover attorney's fees and the costs of prosecuting the suit.

Based on considerable experience litigating these types of cases and assessment of possible risks and reward, Class Counsel believes that this settlement is fair. If this case goes forward to a final court decision, Plaintiffs could lose and recover nothing. So far, the Court has made no decision one way or the other on the merits. Even assuming Plaintiffs prevail, the measure of

damages under the law is uncertain and damages ultimately awarded by a court might not equal the Settlement Amount. Class Counsel believes this is a fair settlement.

15. Fairness Hearing

The Court will hold a hearing to decide whether to approve the settlement. You may attend but you are not required to do so. The hearing is scheduled for _____, 2015 at _____ .m in the courtroom of Judge Hornby, in the Courthouse for the United States District Court, District of Maine, 156 Federal Street, Portland, Maine 04101. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable and adequate and in the best interests of the Class and to determine the appropriate amount of compensation for the Class Counsel. At that hearing the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. The hearing may be postponed to a later date without notice.

16. How can I learn more?

For more information about the case and settlement, go to: www.TRSclassaction.com. On the website you can find the Court's Order certifying the Classes, Plaintiff's Class Action Complaint, the Defendants' Answer to the Complaint, as well as more information about your options as a Class member. You may also speak to one of the attorneys working on this class action by calling: 1-800-735-8600 or e-mailing the attorneys at the following address: info@consumerlawfirm.com.

Please do not contact the Clerk of the Court, the Judge, the Defendants or their attorneys with inquiries.

EXHIBIT C

**The United States District Court for the District of Maine authorized this Notice.
This is not a solicitation from a lawyer.**

YOU ARE NOT BEING SUED.

A proposed class action settlement has been reached in a lawsuit alleging that TRS Recovery Services, Inc. and TeleCheck Services, Inc. ("Defendants") violated the law in attempting to collect consumer debt. The Defendants deny they violated any law, and the Court has not determined who is right. The parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation. This notice describes your options and deadlines to act.

**YOU MAY BE ENTITLED TO MONEY FROM A SETTLEMENT FUND ESTABLISHED BY DEFENDANTS.
PLEASE READ THIS NOTICE. IT DESCRIBES YOUR RIGHTS WITH
RESPECT TO THE SETTLEMENT OF THE LAWSUIT.**

How Do I Know if I am a Class Member? The Settlement Class includes all persons in the United States and its Territories, who were sent a certain collection letter by TRS on and after March 11, 2010, as well as persons in Maine who paid a returned check fee of \$25 to Defendants on and after March 11, 2005. Our records indicate you are a class member.

What Can I Get From the Settlement? If the Court approves the Settlement, you are entitled to share in a Settlement Fund of approximately \$2,045,000 set aside for class members who timely submit claims. The exact amount of each member's share will depend on how many claims are timely submitted.

How Do I Submit a Claim for Payment? To qualify for a payment, you must complete and submit the attached Claim Form. You may also file your claim online. Claim Forms must be signed and postmarked, or submitted through the Settlement website by _____, 2015.

Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **[Date]**. If you stay in the Settlement Class, you may object to it by **[Date]**. The Court will hold a hearing on **[Date]** at 156 Federal Street, Portland, Maine, to consider whether to approve the Settlement and a request by Class Counsel for attorneys' fees and costs of up to \$1,050,000.00 and service awards totaling \$10,000 for the Class Representatives. The Court may award less than these amounts. Detailed information about the Settlement, including specific instructions about how to object to, or exclude yourself from, the Settlement are available at www.TRSclassaction.com.

For more information, including a more detailed notice, specific instructions on how to object to or exclude yourself from the Settlement, an electronic Claim Form, a copy of the Settlement Agreement, which includes a full description of the release of claims against Defendants, and other court documents, please visit the Settlement Website at www.TRSclassaction.com, call 1 (888) xxx-xxxx, or write to the Settlement Administrator at [Case Name] Settlement Administrator, c/o GCG, P.O. Box 10123, Dublin, Ohio 43017-3123. *Para información en Español, por favor marque* 1 (888)xxx-xxxx.

Case Name

c/o GCG

P.O. Box 10123

Dublin, OH 43017-3123

Forwarding Service Requested

XXX0123456789

Claim No: XXX01234567

Control No: 0123456789

CLAIMANT
555 ADDRESS
SEATTLE, WA 12345

UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

-----X
TRS RECOVERY SERVICES, INC., and
TELECHECK SERVICES, INC., Fair
Debt Collections Practices Act (FDCPA)
Litigation
-----X

MDL 2426
Master File Civ. No. 2:13-md-2426-DBH
CLASS ACTION

CLAIM FORM

Name: _____
(First) (M.I.) (Last)
Address: _____
(Street) (Apt./Unit#)

(City) (State) (Zip)

I wish to participate in the class settlement in the above-captioned case.

(Signature)

(Date)

NOTE: THIS CLAIM FORM WILL NOT BE VALID WITHOUT YOUR NAME, COMPLETE ADDRESS AND SIGNATURE. IF YOU SUBMIT THE FORM WITHOUT THAT INFORMATION, YOU WILL NOT RECEIVE A DISTRIBUTION FROM THE SETTLEMENT FUND.

THIS CLAIM FORM MUST BE RETURNED TO THE FOLLOWING ADDRESS NO LATER THAN [_____, 2015]:

Settlement Administrator
c/o GCG,
P.O. Box 10123

EXHIBIT D

LEGAL NOTICE

If you were sent a debt collection letter from TRS Recovery Services, Inc., or if you have paid a returned check fee of \$25.00 to TRS or TeleCheck Services, Inc. by way of a TRS demand draft in connection with an underlying check transaction that occurred in the State of Maine,, you may be eligible to receive a cash award from a class action settlement.

***THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS.
PLEASE READ IT CAREFULLY.***

WHAT IS THIS CASE ABOUT?

This case concerns a proposed Settlement of a class action against TRS Recovery Services, Inc. and TeleCheck Services, Inc. ("Defendants"). Plaintiffs alleged that Defendants' form collection letter is unlawful and that Defendants improperly collected funds from consumers.

The Settlement Class includes all persons who were sent a certain collection letter by TRS between March 11, 2010 and _____, 2015, as well as persons who paid a returned check fee of \$25 to Defendants between March 11, 2005 and _____.

WHAT DOES THE SETTLEMENT PROVIDE?

Under the terms of the Settlement, eligible Class Members who do not properly exclude themselves from the Settlement, are entitled to share in a Settlement Fund of approximately \$2,045,000 set aside for Class Members who timely submit claims. The exact amount of each Member's share will depend on how many Claim Forms are timely submitted.

Defendants have also agreed to additional relief from which Class Members may benefit.

TO RECEIVE A CASH AWARD UNDER THE SETTLEMENT, CLASS MEMBERS MUST SUBMIT A COMPLETED CLAIM FORM (WITH A TIMELY POSTMARK AND ALL NECESSARY VERIFICATION), OR UPLOAD A COMPLETED CLAIM FORM TO THE SETTLEMENT WEBSITE NO LATER THAN _____, 2015

WHAT ARE CLASS MEMBERS' OPTIONS?

If the Court approves the Settlement, Class Members will be legally bound by its terms and will release their claims against the Defendants.

If Class Members want to exclude themselves from the Settlement, they must send a written request specifically requesting exclusion from the Settlement to GCG, P.O. Box 10123, Dublin, OH 43017-3123, postmarked no later than _____, 2015.

A Class Member may object to the Settlement by writing to the Clerk of Court and counsel postmarked no later than _____, 2015.

SETTLEMENT HEARING

The Court will hold a hearing on _____, 2015 at _____ .m. at the U.S. District Court, 156 Federal Street, Portland, Maine, to consider whether to approve the Settlement and award attorneys' fees and expenses in an amount not to exceed \$1,050,000, and service awards totaling \$10,000 for the Class Representatives. Class Members or their lawyers may ask to appear and speak at their own expense but do not have to.

This notice is a summary only. A more detailed Notice and a Claim Form, as well as more information regarding the Settlement and regarding how Class Members may object to or request exclusion from the Settlement, are available at www.TRSclassaction.com. Class Members may also contact the Settlement Administrator toll-free at 1-____-____-____, or by writing to Settlement Administrator, c/o GCG, P.O. Box 10123, Dublin, OH 43017-3123 to request a detailed Notice and Claim Form. Para información en Español, por favor marque 1 (888) xxx-xxxx

EXHIBIT E

UNITED STATES DISTRICT COURT DISTRICT OF MAINE

-----X
TRS RECOVERY SERVICES, INC., and **MDL 2426**
TELECHECK SERVICES, INC., Fair **Master File Civ. No. 2:13-md-2426-DBH**
Debt Collections Practices Act (FDCPA)
Litigation **CLASS ACTION**
-----X

CLAIM FORM

Name:

(First) (M.I.) (Last)

Address:

(Street) (Apt. / Unit#)

(City) (State) (Zip)

I wish to participate in the class settlement in the above-captioned case.

(Signature)

(Date)

NOTE: THIS CLAIM FORM WILL NOT BE VALID WITHOUT YOUR NAME, COMPLETE ADDRESS AND SIGNATURE. IF YOU SUBMIT THE FORM WITHOUT THAT INFORMATION, YOU WILL NOT RECEIVE A DISTRIBUTION FROM THE SETTLEMENT FUND.

THIS CLAIM FORM MUST BE RETURNED TO THE FOLLOWING ADDRESS NO LATER THAN _____, 2015

Settlement Administrator
c/o GCG,
P.O. Box 10123
Dublin, OH 43017-3123

EXHIBIT F

UNITED STATES DISTRICT COURT DISTRICT OF MAINE

-----X
**TRS RECOVERY SERVICES, INC., and
TELECHECK SERVICES, INC., Fair
Debt Collections Practices Act (FDCPA)
Litigation**
-----X

**MDL 2426
Master File Civ. No. 2:13-md-2426-DBH

CLASS ACTION**

This Document Relates To:

JEAN LaROCQUE, ex rel. DEIDRE J. SPANG
v. TRS RECOVERY SERVICES, INC. and
TELECHECK SERVICES, INC.
Civ. No. 11-00091-DBH

MELISSA ALLEN v. TRS RECOVERY
SERVICES, INC. and TELECHECK
SERVICES, INC.
Civ. No. 2:11-cv-00091-DBH

ORDER PRELIMINARILY APPROVING SETTLEMENT AND DIRECTING NOTICE TO CLASS

The Court, having reviewed the Settlement Agreement¹ entered into by the parties,
hereby Orders that:

1. The Court provisionally certifies a class for settlement purposes only (Settlement Class 1), pursuant to Fed. R. Civ. P. 23(b)(3), as follows:

All natural persons with an address in the United States, American Samoa, Guam, Northern Mariana Islands, Puerto Rico or U.S. Virgin Islands to whom the defendant TRS sent its RECR3 letter between March 11, 2010 and [the date of preliminary approval of this Settlement].

2. The Court provisionally certifies a class for settlement purposes only (Settlement Class 1 Subclass), pursuant to Fed. R. Civ. P. 23(b)(3), as follows:

¹ Unless otherwise defined herein, all capitalized terms in this Order have the same meaning as in the Settlement Agreement.

All natural persons with an address in the United States, American Samoa, Guam, Northern Mariana Islands, Puerto Rico or U.S. Virgin Islands to whom the defendant TRS sent its RECR3 letter between March 11, 2010 and [the date of preliminary approval of this Settlement], and from whom one or both Defendants collected in whole or in part, within 30 days of the RECR3 letter, the debt or returned check fee referenced in that RECR3 letter.

3. The Court provisionally certifies a class for settlement purposes only (Settlement Class 2), pursuant to Fed. R. Civ. P. 23(b)(3), as follows:

All natural persons who have paid a returned check fee of \$25.00 to at least one of the defendants by way of a TRS demand draft in connection with an underlying check transaction that occurred in the State of Maine between March 11, 2005 and [the date of preliminary approval of this Settlement].

(Collectively, Settlement Class 1, Settlement Class 1 Subclass and Settlement Class 2 are the “Settlement Classes” and the members of the classes are the “Settlement Class Members”). The Settlement Classes shall supersede and supplant the three classes certified by virtue of this Court’s Order Certifying A Class Action entered on June 4, 2013 (Doc. 17).

4. Excluded from these Settlement Classes are: all persons who submit timely and valid requests to be excluded from the Settlement Classes pursuant to the terms of the Settlement Agreement and this Order; all current and former employees, officers, directors, legal representatives, and agents of either of the Defendants; and, the Judge to whom this case is assigned and any member of the Judge’s immediate family.

5. The Settlement Agreement entered into between the parties as of April 16, 2015, appears, upon preliminary review, to be fair, reasonable, and adequate to the Settlement Classes. Accordingly, the proposed settlement is preliminarily approved, pending a fairness hearing as provided for herein.

6. For the reasons set forth in this Court’s Decision on Motion for Class Certification dated July 17, 2012 (Doc. 56), the Court finds this action is maintainable as a class

action under Fed. R. Civ. P. 23(b)(3) for settlement purposes. The Court finds that the differences between the Settlement Class definitions and the definitions of the litigation classes previously certified do not alter the analysis or affect the result of the July 17, 2012 decision.

7. Pursuant to Fed. R. Civ. P. 23, Plaintiffs Jean LaRocque and Melissa Allen are approved as Class Representatives of the Settlement Classes. This Court appoints the firms of Francis & Mailman, P.C. and Lewis Saul & Associates, P.C. as counsel for the Settlement Classes (“Class Counsel”).

8. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e) on _____, 2015 in Courtroom _____, United States Courthouse for the District of Maine, 156 Federal Street, Portland, Maine, at _____ .m. for the following purposes:

(a) To finally determine whether this action satisfies the criteria for class certification set forth in Fed. R. Civ. P. 23(a) and (b);

(b) To determine whether the proposed settlement is fair, reasonable and adequate and should be granted final approval by the Court;

(c) To determine whether a final judgment should be entered dismissing the claims of Settlement Classes;

(d) To consider the application of Class Counsel for an award of attorneys’ fees and expenses, and for individual settlement and service awards to the Class Representatives; and

(e) To rule upon other such matters as the Court may deem appropriate.

9. Within five (5) business days of the entry of this Order, or as soon thereafter as possible, Defendants shall transfer to the Settlement Administrator, by draft or by wire, the sum of one-hundred eighty-two thousand two-hundred forty-three dollars (\$182,243.00) to fund the

administrative costs of settlement incurred prior to the Court's ruling on final approval of the settlement. This amount shall be credited towards the Settlement Amount that Defendants will be required to pay into the Settlement Fund in the event that the Settlement receives final approval.

10. Within thirty (30) calendar days of the entry of this Order, Defendants shall provide the Settlement Administrator with a class list in readable and searchable electronic form. The Settlement Administrator shall proceed with the notice plan as set forth in the Settlement Agreement.

11. The Court finds that the manner of giving notice set forth in the parties' Settlement Agreement fully satisfies the requirements of Fed. R. Civ. P. 23 and due process, constitutes the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12. The Settlement Administrator shall file, no later than fifteen (15) business days before the Final Approval Hearing, proof of mailing of notice and of the establishment and maintenance of the Settlement Website.

13. If a Settlement Class Member chooses to opt-out of the Settlement Class, such class member is required to submit a written and signed exclusion request to the Settlement Administrator, post-marked on or before the date specified in the Mail Notice. A class member who submits a timely and valid Exclusion Request using the procedure identified in the Settlement Agreement shall be excluded from the Settlement Classes for any and all purposes. No later than ten (10) days prior to the Final Approval Hearing, the Settlement Administrator shall prepare and file with the Court under seal, and serve on counsel, a list of all persons who have submitted timely and valid Exclusion Requests.

14. A Settlement Class Member who does not file a timely and valid Exclusion Request shall be bound by all subsequent proceedings, orders, and judgments in the Litigation. Prior to the date of the Final Approval Order, the Court may permit a Settlement Class Member who has filed a timely and valid Exclusion Request to withdraw such Exclusion Request and to participate in the Settlement Agreement as if such Exclusion Request had never been made.

15. A Settlement Class Member may object to the Settlement. To exercise this objection right, the Settlement Class Member must provide written notice of the objection via first class mail to the Clerk of Court, Class Counsel, and Defendants' counsel. For an objection to be considered by the Court, the objection must be postmarked no later than the last day of the Opt-Out Period, as specified in the Notice. For an objection to be considered by the Court, the objection must also set forth:

- a. the name of the Litigation;
- b. the objector's full name, address and telephone number;
- c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- d. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;

- f. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector’s counsel and any other person or entity;
- g. the identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- j. the objector’s signature (an attorney’s signature is not sufficient).

The right to object must be exercised individually by an individual Settlement Class Member, not as a member of a group or subclass and, except in the case of a deceased or incapacitated Settlement Class Member, not by the act of another person acting or purporting to act in a representative capacity.

16. All briefs, memoranda, petitions and affidavits to be filed in support of final approval of the settlement, for individual awards to the Class Representatives and for an award of attorney’s fees and expenses shall be filed not later than ten (10) days before the Final Approval Hearing.

17. All Settlement Class Members are hereby preliminarily enjoined from participating as plaintiff or class member in any other lawsuit or proceeding in any jurisdiction based on, relating to, or arising out of any of the claims asserted in the Litigation unless and until they have timely and properly excluded themselves from the Settlement Classes.

18. The Court retains exclusive jurisdiction over this action to consider all further matters arising out of or connected with the Settlement Agreement.

BY THE COURT:

HON. D. BROCK HORNBY
UNITED STATES DISTRICT JUDGE

Dated: _____

EXHIBIT G-1

NOTICE OF REDEPOSIT AND CREATION OF DRAFT

This is a communication from TRS Recovery Services, Inc., a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Original Creditor:
Amount of the Check:
Returned Check Fee:

Date Written:
Check #:
Date Returned:

The check described above was returned by your bank unpaid. TeleCheck Services, Inc. now owns this check and is the current creditor. TeleCheck has turned the returned check over to its affiliate, TRS Recovery Services, Inc., for collection, and the check has already been redeposited.

If the redeposited check clears, you will no longer owe the Amount of the Check. However, you will still owe the Returned Check Fee in the amount of \$_____.

BUT

If the check does not clear this latest re-deposit effort, you will owe \$_____, being the total of the Amount of the Check and the Returned Check Fee. If this happens, we will redeposit the check.

If and when the check clears through redeposit efforts, we will create a separate draft for the Returned Check Fee which we will submit to your bank for payment.

If you prefer to pay what is owed by other methods, please contact us at (713) 567-0499 or online at www.firstdata.com/trs.

Resolving this matter will help you avoid further collection activity. We appreciate your cooperation.

**SEE REVERSE SIDE FOR IMPORTANT INFORMATION INCLUDING
FEDERAL VALIDATION NOTICE AND TELECHECK PRIVACY STATEMENT
THESE COLLECTION EFFORTS DO NOT INTERFERE WITH YOUR RIGHTS OUTLINED IN THE
FEDERAL VALIDATION NOTICE**

EXHIBIT G-2

NOTICE OF REDEPOSIT AND CREATION OF DRAFT

This is a communication from TRS Recovery Services, Inc., a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Original Creditor:
Amount of the Check:
State Tax:
Returned Check Fee:

Date Written:

Check #:
Date Returned:

The check described above was returned by your bank unpaid. TeleCheck Services, Inc. now owns this check and is the current creditor. TeleCheck has turned the returned check over to its affiliate, TRS Recovery Services, Inc., for collection, and the check has already been redeposited.

If the redeposited check clears, you will no longer owe the Amount of the Check. However, you will still owe the Returned Check Fee and State Tax in the total amount of \$_____.

BUT

If the check does not clear this latest re-deposit effort, you will owe \$_____, being the total of the Amount of the Check, State Tax and the Returned Check Fee. If this happens, we will redeposit the check.

If and when the check clears through redeposit efforts, we will create a separate draft for the State Tax and Returned Check Fee which we will submit to your bank for payment.

If you prefer to pay what is owed by other methods, please contact us at (713) 567-0499 or online at www.firstdata.com/trs.

Resolving this matter will help you avoid further collection activity. We appreciate your cooperation.

SEE REVERSE SIDE FOR IMPORTANT INFORMATION INCLUDING
FEDERAL VALIDATION NOTICE AND TELECHECK PRIVACY STATEMENT
THESE COLLECTION EFFORTS DO NOT INTERFERE WITH YOUR RIGHTS OUTLINED IN THE
FEDERAL VALIDATION NOTICE

EXHIBIT H

UNITED STATES DISTRICT COURT DISTRICT OF MAINE

-----X
**TRS RECOVERY SERVICES, INC., and
TELECHECK SERVICES, INC., Fair
Debt Collections Practices Act (FDCPA)
Litigation**
-----X

**MDL 2426
Master File Civ. No. 2:13-md-2426-DBH

CLASS ACTION**

CLAIM FORM

I certify that I paid a returned check fee of \$25.00 to TRS Recovery Services, Inc. or TeleCheck Services, Inc. by way of a TRS demand draft in connection with an underlying check transaction that occurred in the State of Maine between March 11, 2005 and _____, 2015.

Name: _____
(First) (M.I.) (Last)
Address: _____
(Street) (Apt. / Unit#)

(City) (State) (Zip)

I hereby declare under penalty of perjury that the foregoing information is true and correct and that I wish to participate in the class settlement in the above-captioned case.

(Signature)

(Date)

NOTE: THIS CLAIM FORM WILL NOT BE VALID WITHOUT YOUR NAME, COMPLETE ADDRESS AND SIGNATURE. IF YOU SUBMIT THE FORM WITHOUT THAT INFORMATION, YOU WILL NOT RECEIVE A DISTRIBUTION FROM THE SETTLEMENT FUND.

THIS CLAIM FORM MUST BE RETURNED TO THE FOLLOWING ADDRESS NO LATER THAN _____, 2015

Settlement Administrator
c/o GCG,
P.O. Box 10123
Dublin, OH 43017-3123

**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

-----X
**TRS RECOVERY SERVICES, INC., and
TELECHECK SERVICES, INC., Fair
Debt Collections Practices Act (FDCPA)
Litigation**
-----X

**MDL 2426
Master File Civ. No. 2:13-md-2426-DBH

CLASS ACTION**

This Document Relates To:

JEAN LaROCQUE, ex rel. DEIDRE J. SPANG
v. TRS RECOVERY SERVICES, INC. and
TELECHECK SERVICES, INC.
Civ. No. 11-00091-DBH

MELISSA ALLEN v. TRS RECOVERY
SERVICES, INC. and TELECHECK
SERVICES, INC.
Civ. No. 2:11-cv-00091-DBH

**ORDER PRELIMINARILY APPROVING SETTLEMENT
AND DIRECTING NOTICE TO CLASS**

The Court, having reviewed the Settlement Agreement¹ entered into by the parties,
hereby Orders that:

1. The Court provisionally certifies a class for settlement purposes only (Settlement Class 1), pursuant to Fed. R. Civ. P. 23(b)(3), as follows:

All natural persons with an address in the United States, American Samoa, Guam, Northern Mariana Islands, Puerto Rico or U.S. Virgin Islands to whom the defendant TRS sent its RECR3 letter between March 11, 2010 and [the date of preliminary approval of this Settlement].

2. The Court provisionally certifies a class for settlement purposes only (Settlement Class 1 Subclass), pursuant to Fed. R. Civ. P. 23(b)(3), as follows:

All natural persons with an address in the United States, American Samoa, Guam, Northern Mariana Islands, Puerto Rico or U.S. Virgin Islands to whom the defendant

¹ Unless otherwise defined herein, all capitalized terms in this Order have the same meaning as in the Settlement Agreement.

TRS sent its RECR3 letter between March 11, 2010 and [the date of preliminary approval of this Settlement], and from whom one or both Defendants collected in whole or in part, within 30 days of the RECR3 letter, the debt or returned check fee referenced in that RECR3 letter.

3. The Court provisionally certifies a class for settlement purposes only (Settlement Class 2), pursuant to Fed. R. Civ. P. 23(b)(3), as follows:

All natural persons who have paid a returned check fee of \$25.00 to at least one of the defendants by way of a TRS demand draft in connection with an underlying check transaction that occurred in the State of Maine between March 11, 2005 and [the date of preliminary approval of this Settlement].

(Collectively, Settlement Class 1, Settlement Class 1 Subclass and Settlement Class 2 are the “Settlement Classes” and the members of the classes are the “Settlement Class Members”). The Settlement Classes shall supersede and supplant the three classes certified by virtue of this Court’s Order Certifying A Class Action entered on June 4, 2013 (Doc. 17).

4. Excluded from these Settlement Classes are: all persons who submit timely and valid requests to be excluded from the Settlement Classes pursuant to the terms of the Settlement Agreement and this Order; all current and former employees, officers, directors, legal representatives, and agents of either of the Defendants; and, the Judge to whom this case is assigned and any member of the Judge’s immediate family.

5. The Settlement Agreement entered into between the parties as of April 16, 2015, appears, upon preliminary review, to be fair, reasonable, and adequate to the Settlement Classes. Accordingly, the proposed settlement is preliminarily approved, pending a fairness hearing as provided for herein.

6. For the reasons set forth in this Court’s Decision on Motion for Class Certification dated July 17, 2012 (Doc. 56), the Court finds this action is maintainable as a class action under Fed. R. Civ. P. 23(b)(3) for settlement purposes. The Court finds that the

differences between the Settlement Class definitions and the definitions of the litigation classes previously certified do not alter the analysis or affect the result of the July 17, 2012 decision.

7. Pursuant to Fed. R. Civ. P. 23, Plaintiffs Jean LaRocque and Melissa Allen are approved as Class Representatives of the Settlement Classes. This Court appoints the firms of Francis & Mailman, P.C. and Lewis Saul & Associates, P.C. as counsel for the Settlement Classes (“Class Counsel”).

8. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e) on _____, 2015 in Courtroom _____, United States Courthouse for the District of Maine, 156 Federal Street, Portland, Maine, at _____ .m. for the following purposes:

(a) To finally determine whether this action satisfies the criteria for class certification set forth in Fed. R. Civ. P. 23(a) and (b);

(b) To determine whether the proposed settlement is fair, reasonable and adequate and should be granted final approval by the Court;

(c) To determine whether a final judgment should be entered dismissing the claims of Settlement Classes;

(d) To consider the application of Class Counsel for an award of attorneys’ fees and expenses, and for individual settlement and service awards to the Class Representatives; and

(e) To rule upon other such matters as the Court may deem appropriate.

9. Within five (5) business days of the entry of this Order, or as soon thereafter as possible, Defendants shall transfer to the Settlement Administrator, by draft or by wire, the sum of one-hundred eighty-two thousand two-hundred forty-three dollars (\$182,243.00) to fund the administrative costs of settlement incurred prior to the Court’s ruling on final approval of the

settlement. This amount shall be credited towards the Settlement Amount that Defendants will be required to pay into the Settlement Fund in the event that the Settlement receives final approval.

10. Within thirty (30) calendar days of the entry of this Order, Defendants shall provide the Settlement Administrator with a class list in readable and searchable electronic form. The Settlement Administrator shall proceed with the notice plan as set forth in the Settlement Agreement.

11. The Court finds that the manner of giving notice set forth in the parties' Settlement Agreement fully satisfies the requirements of Fed. R. Civ. P. 23 and due process, constitutes the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12. The Settlement Administrator shall file, no later than fifteen (15) business days before the Final Approval Hearing, proof of mailing of notice and of the establishment and maintenance of the Settlement Website.

13. If a Settlement Class Member chooses to opt-out of the Settlement Class, such class member is required to submit a written and signed exclusion request to the Settlement Administrator, post-marked on or before the date specified in the Mail Notice. A class member who submits a timely and valid Exclusion Request using the procedure identified in the Settlement Agreement shall be excluded from the Settlement Classes for any and all purposes. No later than ten (10) days prior to the Final Approval Hearing, the Settlement Administrator shall prepare and file with the Court under seal, and serve on counsel, a list of all persons who have submitted timely and valid Exclusion Requests.

14. A Settlement Class Member who does not file a timely and valid Exclusion Request shall be bound by all subsequent proceedings, orders, and judgments in the Litigation. Prior to the date of the Final Approval Order, the Court may permit a Settlement Class Member who has filed a timely and valid Exclusion Request to withdraw such Exclusion Request and to participate in the Settlement Agreement as if such Exclusion Request had never been made.

15. A Settlement Class Member may object to the Settlement. To exercise this objection right, the Settlement Class Member must provide written notice of the objection via first class mail to the Clerk of Court, Class Counsel, and Defendants' counsel. For an objection to be considered by the Court, the objection must be postmarked no later than the last day of the Opt-Out Period, as specified in the Notice. For an objection to be considered by the Court, the objection must also set forth:

- a. the name of the Litigation;
- b. the objector's full name, address and telephone number;
- c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- d. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;

- f. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector’s counsel and any other person or entity;
- g. the identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- j. the objector’s signature (an attorney’s signature is not sufficient).

The right to object must be exercised individually by an individual Settlement Class Member, not as a member of a group or subclass and, except in the case of a deceased or incapacitated Settlement Class Member, not by the act of another person acting or purporting to act in a representative capacity.

16. All briefs, memoranda, petitions and affidavits to be filed in support of final approval of the settlement, for individual awards to the Class Representatives and for an award of attorney’s fees and expenses shall be filed not later than ten (10) days before the Final Approval Hearing.

17. All Settlement Class Members are hereby preliminarily enjoined from participating as plaintiff or class member in any other lawsuit or proceeding in any jurisdiction based on, relating to, or arising out of any of the claims asserted in the Litigation unless and until they have timely and properly excluded themselves from the Settlement Classes.

18. The Court retains exclusive jurisdiction over this action to consider all further matters arising out of or connected with the Settlement Agreement.

BY THE COURT:

HON. D. BROCK HORNBY
UNITED STATES DISTRICT JUDGE

Dated: _____