

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

BRADLEY GOOD

and

EDWARD K. SOUCEK

on behalf of themselves and all others similarly
situated

Plaintiffs,

vs.

NATIONWIDE CREDIT, INC.

Defendant

CLASS ACTION

NO. 14-cv-4295(ER)

WEBSITE NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you received a mailing directing you to this website, you are entitled to receive a settlement payment in connection with a collection letter from Nationwide Credit, Inc.

*A federal court has approved this notice. This is not a solicitation from a lawyer.
You are not being sued.*

- This Lawsuit alleges a violation of a federal consumer law, brought as a class action against Nationwide Credit, Inc. (“NCI”). The case was brought on behalf of all persons with addresses in the Commonwealth of Pennsylvania, who were sent one or more letters from Defendant NCI, that stated GE Capital Retail Bank, Synchrony Bank, or American Express “is required to file a form 1099C with the Internal Revenue Service for any cancelled debt of \$600 or more,” or a substantially identical statement, where the underlying debt being collected was incurred primarily for personal, family or household use, the letter(s) bear(s) a send date from July 16, 2013 through July 1, 2015, and the letter(s) were not returned as undeliverable.
- If you received a mailing directing you to this website, NCI’s records show that you were sent such a letter and are a member of the Class.
- The parties have reached an amended settlement, subject to Court approval (“settlement”). The settlement will yield an equal share of the settlement fund to each Class Member who was sent the letter. The total settlement fund is \$196,960.00. Individual checks are expected to be approximately \$12.93.
- Your rights are affected whether you act or don’t act. Read this notice carefully.

Your Legal Rights and Options in this Settlement:	
Do Nothing	You will receive a settlement payment of approximately \$12.93 if the settlement is approved by the Court. But, you give up any rights to sue separately concerning the letter NCI sent you or the legal issues in this case, and you will be bound by this settlement.
Exclude Yourself (Opt Out)	Get out of this Lawsuit. Get no settlement payment. If you ask to be excluded you will not share in this settlement. But you keep any rights to sue Defendant separately about the same legal claims in this Lawsuit, will not be affected by the results of this action, and will not be bound by this case. Act by January 13, 2016.
Object	If you remain in the class, you may write to the Court about why you don't like the settlement and do not want it approved: Act by January 13, 2016.
Go to a Hearing	If you remain in the class, you may ask to speak in Court about the fairness of the settlement on February 8, 2016.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court still has to decide whether to finally approve the settlement. Payments will be made if the Court finally approves the settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why did I receive a notice postcard?

You were sent a court approved Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to finally approve the settlement. If the Court approves it, and after objections and any appeals are resolved, an administrator approved by the Court will make the payments that the settlement allows.

This notice explains that the Court has preliminarily allowed a class action lawsuit that may affect you. This class action is known as *Bradley Good and Edward K. Soucek, individually and*

on behalf of themselves and all others similarly situated v. Nationwide Credit, Inc., U.S.D.C. E.D. Pa. No. 14-4295 (ER). Judge Eduardo C. Robreno is assigned to this class action.

2. What is this Lawsuit about?

This Lawsuit is about whether NCI violated a federal consumer protection law called the Fair Debt Collection Practices Act, 15 U.S.C. §1692, et seq. (“FDCPA”). The Plaintiffs say NCI violated the FDCPA by sending collection letters for debts which misleadingly state the law regarding a requirement to file a Form 1099-C with the IRS. NCI has denied liability and asserts its collection communications were proper and that Plaintiffs suffered no harm. This Lawsuit has nothing to do with the underlying debts NCI was attempting to collect, or whether you owe NCI any money. This case is only about whether NCI sent a collection letter with statements that may be prohibited by the FDCPA.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Bradley Good and Edward K. Soucek), sue on behalf of people who have similar claims. The people together are a Class or Class Members. The individuals who sued are called the Plaintiffs. The party sued (in this case NCI) is called the Defendant. One Court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves (opt out) from the Class.

The Court has made a preliminary determination that this action can proceed as a class action for settlement because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts.

The Class has been defined as:

All persons with addresses in the Commonwealth of Pennsylvania, who were sent one or more letters from Defendant Nationwide, that stated GE Capital Retail Bank, Synchrony Bank, or American Express “is required to file a form 1099C with the Internal Revenue Service for any cancelled debt of \$600 or more,” or a substantially identical statement, where the underlying debt being collected was incurred primarily for personal, family or household use, the letter(s) bear(s) a send date from July 16, 2013 through July 1, 2015, and the letter(s) were not returned as undeliverable.

All pleadings and filings with the Court can be inspected at the Office of the Clerk for the United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106 during regular business hours. www.paed.uscourts.gov

4. Why is there a settlement?

Plaintiffs say that NCI violated the law by sending collection letters which misleadingly and deceptively included statements about Form 1099-C and the IRS that are improper under the FDCPA. The Plaintiffs sought a money award for statutory damages allowed under the

consumer laws for themselves and for each member of the Class. Plaintiffs also sought Class Counsel fees and expenses to be paid by NCI.

Both sides have agreed to a settlement. Plaintiffs and their attorneys think the settlement is best for all Class Members given the limit that the law places on the possible recovery. The settlement fund represents 1% of NCI's net worth and is the maximum amount that may be recovered in this action under federal law. Proceeding to trial will not yield any greater recovery for the Class.

WHO IS IN THE SETTLEMENT

5. How do I know that I am part of the settlement?

The class was identified through NCI's records, which show that you were sent such a letter.

THE SETTLEMENT BENEFITS -- WHAT YOU GET

6. What does the settlement provide?

Settlement payments will be distributed in equal or pro rata shares to Class Members who do not exclude themselves (opt out) and to whom notice by mail is not returned as undeliverable. The total settlement fund (not including Class Counsel fees and expenses and service awards and statutory damages to the Class Representatives) is \$196,960.00.

7. How much will my payment be?

Settlement checks will be approximately \$12.93. The settlement checks will be mailed to each to the Class Members (a) who do not exclude themselves (opt out) from the class and (b) whose class notice is not returned undeliverable and without a forwarding address. The amount of the settlement check to each Class Member will be calculated by dividing the \$196,960.00 settlement fund by the number of Class Members who do not exclude themselves (opt out) of the Class and who can be reached by mail.

HOW YOU GET A PAYMENT

8. How can I get a payment?

So long as you do not choose to exclude yourself (opt out) from this case, you will remain a Class Member and will receive a payment if the Court finally approves the settlement. If you live at an address other than the one where the postcard notifying you of this settlement was sent, advise the Administrator of your current address. *See* ¶ 11.

9. When would I get my payment?

The Court will hold a hearing on February 8, 2016, at 10:00 A.M. in Courtroom 15A, 601 Market Street, Philadelphia, PA 19106 to decide whether to finally approve the settlement. If the Court approves the settlement, there is a period in which an appeal could be filed. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. If there is no appeal, checks are generally mailed within 60 days of the final approval order.

10. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself (opt out), you will stay in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against NCI, GE Capital Retail Bank, Synchrony Bank, or American Express about the legal issues in *this* case. It also means that the Court's orders or judgments will apply to you and legally bind you. Unless you "opt-out" or exclude yourself from this case, you will agree to give up the "Released Claims" as defined in the Settlement Agreement, related to the letter.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in the proposed settlement, but you want to keep the right to sue or continue to sue NCI on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself – or sometimes referred to as "opting-out" of the settlement Class.

11. How do I get out of the settlement?

To exclude yourself (opt out) from the settlement, you must send an “Exclusion Request” in the form of a letter sent by mail, stating that you want to be excluded from *Bradley Good and Edward K. Soucek v. Nationwide Credit, Inc.*, U.S.D.C. E.D. Pa. No. 14-4295 (ER). Be sure to include your name, address, telephone number, email address if possible, and your signature or signature of your counsel. You must mail your exclusion request postmarked no later than January 13, 2016 to:

**Good v. Nationwide Credit Class Settlement
c/o Heffler Claims Group
[address to be inserted]**

A copy of your Exclusion Request should also be sent to Class Counsel and Defense Counsel at the addresses listed in paragraph 21 below.

12. If I don’t exclude myself (opt out), can I sue NCI, GE Capital Retail Bank, Synchrony Bank, or American Express for the same thing later?

No. Unless you exclude yourself (opt out), you give up any right to sue NCI, GE Capital Retail Bank, Synchrony Bank, or American Express for the claims asserted in this Class Action Lawsuit. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is January 13, 2016.

13. If I exclude myself (opt out), can I get money from this settlement?

No. If you exclude yourself (opt out), you will not receive any money from this lawsuit or settlement. But, you may sue, continue to sue, or be part of a different lawsuit against NCI, GE Capital Retail Bank, Synchrony Bank, or American Express as the law allows.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don’t agree with the settlement or some part of it.

14. How do I tell the Court that I don’t like the settlement?

You can object to the settlement if you don’t like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send an “Objection” in the form of a letter by mail, or filing in the court, stating that you object to the proposed settlement in *Bradley Good and Edward K. Soucek v. Nationwide Credit, Inc.*, U.S.D.C. E.D. Pa. No. 14-4295 (ER). Be sure to include your name, address, telephone number, email address if available, and the reasons you object to the settlement, signed by you or your

counsel. Mail the objection to the address below (or electronically file your objection if you wish) no later than January 13, 2016.

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

A copy of your objection should also be sent to Class Counsel and Defense Counsel at the addresses listed in paragraph 21 below.

15. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement, and that you, for that reason, want the settlement *not to* be approved. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself (opt out), you have no basis to object because the case no longer affects you.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court decided that the law firms of Flitter Lorenz, P.C., in Narberth, PA and Sabatini Law Firm, LLC in Dunmore, PA are qualified to represent you and all Class Members. These law firms are called Class Counsel.

You do not need your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may engage one, but you will have to pay that lawyer. You can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you, but you will still be bound by the results of this action. If you engage your own lawyer, he or she must file an entry of appearance with the clerk's office.

17. How will the lawyers be paid?

Class Counsel has pursued this case on a fully contingent fee basis and has been paid nothing for their services or expenses advanced to date since this case was filed in July 2014. Class Counsel will ask the Court to award fees for their services plus their out-of-pocket litigation costs in a total amount not to exceed \$125,000.00 through the final approval hearing. NCI will not oppose Plaintiff's application for these sums. Class Counsel fees and costs will be separately paid by Defendant in an amount approved or awarded by the Court and attorney fees and costs will not come out of the settlement fund. Class Counsel will file a request for approval of legal fees and costs in that amount on or before January 25, 2016. You may obtain a copy of such motion by

contacting Class Counsel or visiting the Court's website. A copy of the motion will also be posted to this website after it is filed.

THE COURT'S FAIRNESS HEARING

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 10:00 A.M. on February 8, 2016, in Courtroom 15A at the U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106. At this hearing the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may decide how much to pay Class Counsel for their services and expenses. The Court will also decide whether a service award of \$1,000.00 and statutory damages of \$1,000.00 to each Class Representative is appropriate. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may pose. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. While not necessary, your own lawyer may attend at your expense.

20. May I speak at the hearing?

You or your attorney could ask the Court for permission to speak at the Fairness Hearing. To do so, you or your attorney must send a letter stating "Notice of Intention to Appear in *Bradley Good and Edward K. Soucek, individually and on behalf of themselves and all others similarly situated v. Nationwide Credit, Inc.*", Docket No. 14-4295(ER). The Notice of Intention to Appear must be postmarked no later than January 13, 2016, or be electronically filed by that date, and be sent to the Clerk of the Court, the Class Administrator, Class Counsel, and Defense Counsel at the addresses listed in paragraph 21 below.

You may not speak at the hearing if you exclude yourself (opt out).

GETTING MORE INFORMATION

21. How do I get more information?

You may visit the Court's website at www.paed.uscourts.gov and search for any opinions or orders issued in the case. If you have further questions or need a copy of the settlement agreement or a copy of any document filed in the case, you may contact Class Counsel at:

CARY L. FLITTER
ANDREW M. MILZ
FLITTER LORENZ, P.C.
450 N. Narberth Avenue, Suite 101
Narberth, PA 19072
888-668-1225

CARLO SABATINI
SABATINI LAW FIRM, LLC
216 N. Blakely Street
Dunmore, PA 18512

Or the Class Administrator at:

Heffler Claims Group
[Address to be inserted]
[800-###-####]

The name of Defense Counsel is:

ALFRED PUTNAM
ANDREW P. REEVE
DRINKER, BIDDLE & REATH, LLP
One Logan Square, Suite 2000
Philadelphia, PA 19103-6996

CLAY J. PIERCE
DRINKER, BIDDLE & REATH, LLP
1177 Avenue of the Americas
New York, NY 10036

This Notice is given at the direction of the Court. The Court has not expressed an opinion on the merits of the case. Do not call the Clerk or the Judge or Defense Counsel. Any questions should be directed to Class Counsel or the Class Administrator.

Dated: November 4, 2015

BY THE CLERK:


Michael E. Kunz
Clerk, United States District Court
Eastern District of Pennsylvania
601 Market Street, Rm. 2609
Philadelphia, PA 19106