

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA

DIANA MEY, individually and on  
behalf of a class of all persons and  
entities similarly situated,

Plaintiff,

v.

Civil Action No. 5:15-cv-00101-JPB  
Hon. John Preston Bailey

GOT WARRANTY, INC., N.C.W.C., INC.,  
PALMER ADMINISTRATIVE SERVICES,  
INC., and GANNA FREIBERG,

Defendants.

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

**THIS NOTICE CONCERNS SETTLEMENT OF A LAWSUIT  
THAT MAY ENTITLE YOU TO RECEIVE A PAYMENT**

This is a Notice of a proposed Settlement in a class action lawsuit, *Mey v. Got Warranty, Inc., et. al.*, No. 5:15-cv-00101-JPB, pending in the United States District Court for the Northern District of West Virginia (the “Action”). The Settlement would resolve the Plaintiff’s claims that the Defendants made telemarketing calls to Class Members in violation of federal law.

**WHAT IS THE LAWSUIT ABOUT?**

The lawsuit alleges that the Defendants made telemarketing calls in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”). The Defendants deny the Plaintiff’s claims. Although this Settlement does not decide that disputed issue, the Court has preliminarily certified this matter as a class action. You are a member of the Settlement Class if you meet the following description:

All persons or entities within the United States to whom Got Warranty, Inc., or any third parties on its behalf, sent telemarketing calls promoting the goods or services of the defendants at any time from August 6, 2011 to February 27, 2017.

Records in this action indicate the telephone numbers, names and addresses of members of the Settlement Class.

**WHAT IS A CLASS ACTION?**

In a class action, one or more people or entities, called “class representatives” (in this case, Diana Mey), sue on behalf of a group of people who have similar claims. All of those people together are a “class” or “class members.” The Settlement in this Action, if approved by the Court, resolves the claims of all members of the Settlement Class against defendants, except for those who exclude themselves from the Settlement Class.

## **WHY IS THERE A SETTLEMENT?**

The Court did not decide in favor of the Plaintiff or Defendants. Instead, both sides have agreed to a Settlement. This avoids the cost, risk, and delay of trial. Under the Settlement, members of the Settlement Class will have the opportunity to obtain a payment from Defendants in exchange for giving up certain legal rights. The Class Representative and the lawyers who brought the Action (“Class Counsel”) think the Settlement is best for all members of the Settlement Class.

## **WHAT DOES THE SETTLEMENT PROVIDE?**

Defendants have agreed to pay \$650,000 to create a Settlement Fund. Class Counsel (listed below) will ask the Court to award them up to one third of that amount in attorneys’ fees, plus their out-of-pocket expenses, to compensate them for the substantial time and resources they devoted to this case. The Class Representative also will apply to the Court for payment of \$15,000 in recognition of her service to the Settlement Class. Any amounts awarded to Class Counsel and the Class Representative will be paid from the Settlement Fund. The Settlement Fund will also cover costs associated with Notice and administration of the Settlement. These costs include the cost of mailing this Notice and publishing Notice of the Settlement, as well as the costs of administering the Settlement Fund. After attorneys’ fees and costs, the Class Representative service payments, and the expenses of notice and administration are deducted from the Settlement Fund, the balance will be divided and distributed to Settlement Class Members who submit valid claims.

In addition to payments from the Settlement Fund, Defendants have agreed to ensure that any entity placing a call on its behalf will join and comply with the standards of the Vehicle Protection Association.

## **HOW MUCH WILL I BE PAID?**

If the Court approves the Settlement, every Settlement Class Member who submits a valid claim will be entitled to equal payments from the Settlement Fund. That is, the amount of the Settlement Fund available for distribution will be divided equally – sometimes referred to as “pro rata” – among all Settlement Class Members who submit valid claims.

## **YOUR OPTIONS**

Your choices are to:

1. **Submit a Claim and Receive Payments.** If you are a member of the Settlement Class, you submit a valid claim, and the Settlement is finally approved by the Court, you will be bound by all of the terms of the Settlement, including the releases of claims, and you will receive payments from the Settlement Fund.
2. **Exclude Yourself.** You may “opt out” and exclude yourself from the Settlement. If you opt out, you will not be eligible to receive any payment, and you will not release any claims you may have. You will be free to pursue whatever legal rights you may have at your own risk and expense. To exclude yourself from the Settlement, you must mail a request for exclusion to the Settlement Administrator (address below) received by **June 5, 2017** that includes your full name, address, telephone number or numbers, a statement that you wish to be excluded from the Settlement, and your personal signature.

3. **Object to the Settlement.** You may object to the Settlement by submitting a written objection to (1) the United States District Court for the Northern District of West Virginia, 1125 Chapline St, Wheeling, WV 26003; (2) Class Counsel; and (3) the Settlement Administrator. Any objection must be received by **June 5, 2017**. Any objection to the Settlement must include your full name; address; telephone numbers that you maintain were called; all grounds for your objection, with factual and legal support for each stated ground; the identity of any witnesses you may call to testify; copies of any exhibits that you intend to introduce into evidence at the Final Approval Hearing; and a statement of whether you intend to appear at the Final Approval Hearing with or without counsel. Attendance at the hearing is not necessary; however, persons wishing to be heard orally (either personally or through counsel) in opposition to the approval of the Settlement are required to file a timely objection as set forth above.

### **WHEN WILL I BE PAID?**

If the Court approves the Settlement, you will receive a payment no later than December 14, 2017. You will receive a second payment no later than December 14, 2018. If there is an appeal of the Settlement, payment may be delayed. The Settlement Administrator will provide information about the timing of payment at [www.GotWarrantySettlement.com](http://www.GotWarrantySettlement.com).

### **WHO REPRESENTS THE SETTLEMENT CLASS?**

The attorneys who have been appointed by the Court to represent the Settlement Class are:

John W. Barrett  
BAILEY & GLASSER LLP  
209 Capitol Street  
Charleston WV 25301

Matthew P. McCue  
The Law Office of Matthew P. McCue  
1 South Ave, Third Floor  
Natick, MA 01760

Edward A. Broderick  
Anthony I. Paronich  
Broderick & Paronich, P.C.  
99 High St., Suite 304  
Boston, MA 02110

## **WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?**

If the Court gives final approval to the Settlement, Members of the Settlement Class will release their rights to sue or continue a lawsuit against Defendants and the other Released Parties related to telemarketing calls that violate state or federal law. Giving up your legal claims is called a release. If you filed your own lawsuit for the violations alleged in this case you could, if you win, recover up to \$1,500 per call plus an order prohibiting future calls. If you exclude yourself, however, the lawyers in this case would no longer represent you and the Defendants would vigorously assert all available defenses. You could lose and receive nothing. This Settlement affords Class Members the opportunity to obtain a smaller amount of money, risk-free.

## **WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a Final Approval Hearing (the "Hearing") at **2:00 p.m.** on **July 26, 2017**. The hearing will be held at the U.S. District Court, Northern District of West Virginia, 1125 Chapline St, Wheeling, WV 26003. At the Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will hear objections to the Settlement, if any. The Court will also determine how much to pay Class Counsel. After the Hearing, the Court will decide whether to approve the Settlement. The Hearing may be continued at any time by the Court without further notice to you. If the Court does not approve the Settlement, if it approves the Settlement but the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid at this time and the case will continue. The parties may negotiate a different settlement or the case may go to trial.

**DO NOT ADDRESS QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK OF THE COURT OR TO THE JUDGE. PLEASE DIRECT QUESTIONS TO:**

***MEY V. GOT WARRANTY SETTLEMENT ADMINISTRATOR***  
**P.O. Box 43034**  
**Providence, RI 02940-3034**

DATED: April 6, 2017