

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

TERRI E. DICKENS, on behalf of the estate of : Ronnie E. Dickens and others similarly : situated, :	x	
Plaintiff, :		Civil Action No.: 8:16-cv-00803-JSM-TGW
v. :		
GC SERVICES LIMITED PARTNERSHIP, :		
Defendant. :		
	x	

NOTICE OF CLASS ACTION SETTLEMENT

You have been identified by GC Services Limited Partnership as a potential member of a class.

A Federal Court authorized this Notice. This is not a solicitation from a lawyer, and you are not being sued.

IF GC SERVICES LIMITED PARTNERSHIP SENT YOU AN INITIAL DEBT COLLECTION LETTER BETWEEN APRIL 4, 2015 AND APRIL 4, 2016, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

- A consumer sued GC Services Limited Partnership alleging that the company sent initial debt collection letters to Florida consumers that did not make certain disclosures mandated by the federal Fair Debt Collection Practices Act (“FDCPA”).
- The Court certified a class of persons in Florida to whom GC Services Limited Partnership sent an initial written communication, between April 4, 2015 and April 4, 2016, in connection with the collection of a consumer debt, that stated: (a) “if you do dispute all or any portion of this debt within 30 days of receiving this letter, we will obtain verification of the debt from our client and send it to you,” and/or (b) “if within 30 days of receiving this letter you request the name and address of the original creditor, we will provide it to you in the event it differs from our client,” and that was not returned as undeliverable to GC Services Limited Partnership (the “Class”).
- A settlement will provide \$99,220 (the “Fund”) to fully settle and release claims of persons in the Class who participate in the settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	If you do nothing, you will receive \$10, but you will give up your rights to sue Defendant for the claims resolved in this case.
ASK TO BE EXCLUDED	This is the only option that allows you to sue Defendant on your own regarding the legal claims in this case, but you will not receive a settlement payment. The deadline for excluding yourself is April 8, 2019.
OBJECT TO THE SETTLEMENT	Write to the Court about why you do not like the settlement. The deadline for objecting is April 8, 2019.

- Your options are explained in this Notice. To object or ask to be excluded, you must act before **April 8, 2019**.
- The Court in charge of this case still must decide whether to approve the settlement. Settlement payments will be made if the Court approves the settlement, and after any appeals are resolved. Please be patient.
- **Any questions? Read on.**

1. Why should I read this Notice?

If GC Services Limited Partnership sent you an initial written communication in Florida between April 4, 2015 and April 4, 2016, in connection with the collection of a consumer debt, that stated: (a) “if you do dispute all or any portion of this debt within 30 days of receiving this letter, we will obtain verification of the debt from our client and send it to you,” and/or (b) “if within 30 days of receiving this letter you request the name and address of the original creditor, we will provide it to you in the event it differs from our client,” and that was not returned as undeliverable to GC Services Limited Partnership, a class action settlement may affect you. The Honorable Judge James S. Moody, Jr. of the United States District Court for the Middle District of Florida is overseeing this class action. The lawsuit is known as Dickens v. GC Services Limited Partnership, Case No. 8:16-cv-00803-JSM-TGW.

2. What is this lawsuit about?

This lawsuit is about whether certain of the initial debt collection letters sent by GC Services Limited Partnership violate the FDCPA. GC Services Limited Partnership denies that it acted unlawfully.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representative” sue on behalf of other people who have similar claims. In this case, the Class Representative is Terri E. Dickens. The people who the Class Representative represents are a “Class” or “Class Members.” The entity that the Class Representative sued—GC Services Limited Partnership—is called the “Defendant” in this case. One court resolves the issues for everyone in the class—except for those people who choose to exclude themselves from the class.

4. Why is this lawsuit a class action?

The Court decided that this lawsuit can be certified as a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the Court found that:

- The class is so numerous that combining the claims of all class members in one case would be impracticable;
- There are legal questions and facts that are common to each of the members of the class;
- The Class Representatives’ claims are typical of the claims of the members of the class;
- The Class Representatives and the lawyers representing the class will fairly and adequately represent the interests of all class members;
- The common legal questions and facts predominate over questions that affect only individuals; and
- This class action will be more efficient than having many individual lawsuits.

More information about why the Court is allowing this lawsuit to be a class action is in the Court’s Order on the Plaintiff’s Motion for Class Certification, which is available on the left side of this website.

5. What does the lawsuit complain about?

In the lawsuit, the Class Representative alleges that GC Services Limited Partnership sent initial debt collection letters that did not contain disclosures mandated by the FDCPA. You can read the Class Action Complaint on the left side of this website.

6. How does GC Services Limited Partnership answer the allegations?

GC Services Limited Partnership denies that it did anything wrong and asserts a number of defenses.

7. Why is there a settlement?

The Court did not decide in favor of the Class Representative or Defendant. The Class Representative thinks she could have won at a trial, and Defendant thinks that the Class Representative would not have won at a trial. But there was no trial. Instead, both sides agreed to this settlement. That way, they avoid the risk and cost of a trial, and the class members will receive compensation. The Class Representative and her attorneys think the settlement is best for all class members.

8. What does the settlement provide?

Defendant will create a fund of \$99,220, which will cover payments of \$10 to each of those class members who do not timely exclude themselves from the settlement. Defendant will separately pay: (1) the reasonable costs and expenses of administering the class action settlement, (2) \$2,500 for the Class Representative, and reasonable attorneys' fees and costs not to counsel for the Class Representative not to exceed \$270,000, subject to the Court's approval. Defendant has also agreed to change some of the language in initial written communications it sends to persons in the future, in connection with the collection of a consumer debt.

9. Am I part of the Class?

GC Services Limited Partnership's records indicate that you *may* be a member of the class. You need to determine whether you are affected by this lawsuit. The Court certified the following class:

(1) All persons with a Florida address, (2) to whom GC Services Limited Partnership mailed an initial communication that stated: (a) "if you do dispute all or any portion of this debt within 30 days of receiving this letter, we will obtain verification of the debt from our client and send it to you," and/or (b) "if within 30 days of receiving this letter you request the name and address of the original creditor, we will provide it to you in the event it differs from our client," (3) between April 4, 2015 and April 4, 2016, (4) in connection with the collection of a consumer debt, (5) that was not returned as undeliverable to GC Services Limited Partnership.

10. What happens if I do nothing at all?

If you do nothing, and the settlement is approved, you will receive a check for \$10, but you will give up your right to pursue any claim(s) that you have against Defendant related to the claims in this case.

11. Why would I ask to be excluded?

If you already filed your own lawsuit against GC Services Limited Partnership regarding the debt collection practices at issue in this case and want to continue with it, you need to ask to be excluded from the class. You may also want to be excluded if you do not agree with the allegations raised by the Class Representative and do not wish to be part of this lawsuit. If you exclude yourself from the class—which also means to remove yourself from the class, and is sometimes called "opting-out" of the class—you will not get any money or benefits from this settlement of the lawsuit. However, you may then be able to sue or continue to sue GC Services Limited Partnership regarding their debt collection practices. If you exclude yourself, you will not be legally bound by the Court's judgments in this class action.

If you start your own lawsuit against GC Services Limited Partnership regarding their debt collection practices after you exclude yourself, you may have to hire and pay your own lawyer for that lawsuit, and you will have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against GC Services Limited Partnership, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

12. How do I ask the Court to exclude me from the Class?

To ask to be excluded, you must send an "Exclusion Request" in the form of a letter sent by mail, stating that you want to be excluded from *Dickens v. GC Services Limited Partnership*, Case No. 8:16-cv-00803-JSM-TGW. You should keep a copy of this exclusion letter for your records. Be sure to include your name, address, and phone number, and sign the letter. You must mail your Exclusion Request postmarked by April 8, 2019, to: First Class, Inc./ J13990-Dickens, 5410 W. Roosevelt Rd., Ste 222, Chicago, IL 60644-1490.

13. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the settlement. Excluding yourself means that you do not want to be part of the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

14. How do I tell the Court that I do not agree with the settlement?

If you are a Class Member, you can object to the settlement or any part of the settlement that you think the Court should reject, and the Court will consider your views.

To object, you must send a letter saying that you object to the settlement in Dickens v. GC Services Limited Partnership. Be sure to include (a) your full name, address, telephone number and email address (if available); (b) state the grounds for objection, as well as identify any documents that you desire the Court to consider, and (c) state whether you intend to appear at the fairness hearing on your own or through counsel. In order to be valid, objections must be mailed to both attorneys listed below, and to the Court, postmarked no later than April 8, 2019.

James L. Davidson
Greenwald Davidson Radbil PLLC
5550 Glades Road, Suite 500
Boca Raton, FL 33431

Ryan K Hilton
Butler Weihmuller Katz Craig LLP
400 N. Ashley Drive, Suite 2300
Tampa, Florida 33602

Clerk of the Court
United States District Court
Middle District of Florida
Sam M. Gibbons United States Courthouse
801 North Florida Avenue
Tampa, FL 33602

15. Do I have a lawyer in this case?

The Court appointed the law firm of Greenwald Davidson Radbil PLLC (“GDR”), of Boca Raton, Florida, to represent all class members, including you if you qualify as a member of the class as defined in this Notice. The firm is called “Class Counsel.” GDR is experienced in handling similar class action cases. More information about GDR, its practice, and its lawyers’ experience, is available at www.gdrlawfirm.com. If you qualify as a class member as defined in this Notice, you do not have to pay GDR for representing you. GDR will seek an award of attorneys’ fees if the Class Representative is successful in this lawsuit.

16. Should I get my own lawyer?

If you qualify as a class member as defined in this Notice, you do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you are free to hire one at your own expense.

17. How will class counsel be paid?

Class Counsel will ask the Court to approve the payment of their attorneys’ fees, costs, and expenses up to \$270,000. The fees will pay Class Counsel for investigating the facts, litigating the case, negotiating the settlement, and obtaining approval of the settlement. The Court may award less than the amount sought by Class Counsel. Any attorneys’ fees and costs awarded to Class Counsel will be paid separate and apart from the Fund and thus will not diminish the Fund or Class Members’ payments from the Fund.

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

The Court will hold a Final Approval Hearing at 1:00 P.M. on May 23, 2019, at the United States District Court for the United States District Court Middle District of Florida, Sam M. Gibbons United States Courthouse, 801 North Florida Avenue, Courtroom 7A, Tampa, FL 33602. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are valid objections, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel.

You do not need to attend the final approval hearing. Class Counsel will appear on behalf of the Class. But, you are welcome to come, or have your own lawyer appear at your own expense.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 14 above. To speak at the Final Approval Hearing, you must also send a letter saying that it is your "Notice of Intention to Appear in Dickens v. GC Services Limited Partnership." Be sure to include your name, address, telephone number and your signature. Your Notice of Intention to Appear must be postmarked no later than April 8, 2019 and must be sent to all addresses in Question 14. You cannot speak at the hearing if you excluded yourself from the settlement.

20. Is this the entire settlement?

No. This notice is only a summary of the proposed settlement. More details are in the settlement agreement, which is available on the left side of this website.

All pleadings and documents filed with the Court may be reviewed or copied in the Clerk of Court, United States District Court for the Middle District of Florida.

DO NOT CALL OR WRITE THE COURT FOR INFORMATION OR ADVICE

DATED: February 13, 2019

**BY ORDER OF THE UNITED STATES
DISTRICT COURT FOR THE MIDDLE
DISTRICT OF FLORIDA**