### UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON

If you were a customer of MERACORD, LLC (formerly NOTEWORLD, LLC) who signed up for Meracord's payment processing services as part of a DEBT RELIEF PROGRAM, you could receive payment from a class-action settlement.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

If you are a Class Member, your legal rights are affected whether you act or don't act.

### Please Read This Notice Carefully.

This Notice provides information about a proposed class action settlement concerning allegations that a payment processing company called **MERACORD LLC** (formerly **NOTEWORLD LLC**), along with a number of other debt relief companies, charged excessive and illegal fees to customers who signed up for programs designed to settle, reduce, modify, or eliminate debts.

The settlement is with **PLATTE RIVER INSURANCE COMPANY**, a company that issued surety bonds on Meracord's behalf in certain states. **The settlement only covers Meracord customers who were residents of certain states during certain periods of time.** See *Question 5 for more detail.* 

The Court in charge of these cases still has to decide whether to approve this settlement, and payments will only be made after Court approval, and after any appeals are resolved. Please be patient; this process can take a long time.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT		
	<ul> <li>This settlement does not require class members to make a claim in order to recover a payment under the settlement.</li> </ul>	
NO CLAIM FORM REQUIRED	<ul> <li>Payments will be based on fees paid as reflected in Meracord's customer database, and will be automatically sent to customer addresses found in that database.</li> </ul>	
REQUIRED	• See Question 8 for more detail about how payments will be calculated.	
	<ul> <li>If you have moved since you were a Meracord customer, see Question 11 for more information about updating your address with the Settlement Administrator.</li> </ul>	
	• Excluding yourself means you <b>get no payment</b> .	
EXCLUDE YOURSELF FROM THE SETTLEMENT	<ul> <li>This is the only way you can ever be a part of any other case against Platte River about the claims being resolved by these settlements.</li> </ul>	
	• See Question 13.	
	Write to the Court about why you don't like the settlement.	
OBJECT TO THE SETTLEMENT	<ul> <li>You cannot object in order to ask the Court for a higher payment for yourself personally, although you can object to the payment terms (or any other terms) that apply generally to the Settlement Class.</li> </ul>	
	• See Questions 16-17.	
GO TO THE HEARING	The Court will hold a hearing for the settlement to decide whether to approve it. You may ask to speak in Court about the fairness of the settlement.	
	• See Question 18.	

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#### BASIC INFORMATION

# 1. Why did I get this Notice?

Your name / address / email address may have appeared in Meracord's customer database, which Meracord provided to the Plaintiffs before it went out of business. You may also have received this Notice if you contacted Class Counsel in order to receive updates about the litigation.

# The fact that you received this Notice does not necessarily mean you are a member of the Settlement Class.

You were sent this Notice because, as a possible Settlement Class Member, you have a right to know about the proposed class action settlement, and about all your options, before the Court decides whether to give "final approval" to the settlement. See Question 5 for more details about who is in the Settlement Class.

### 2. What is this lawsuit about?

### The Underlying Lawsuits Against Meracord

Starting in 2011, Meracord was sued by former customers ("Plaintiffs") who alleged that Meracord, along with a number of debt-relief companies, engaged in a fraudulent scheme to charge excessive and illegal fees. The Plaintiffs alleged that Meracord's actions violated the Washington Debt Adjusting Act, the Washington Consumer Protection Act, and other laws.

On May 14, 2015, the Court issued a "default judgment" against Meracord, certifying a class of former Meracord customers, finding the company liable for the alleged wrongdoing, and awarding damages based on the fees customers paid ("Judgment"). However, Meracord is out of business and has no money to pay the Judgment.

### The Surety Bond Lawsuits

Meracord was licensed in many states as a "money transmitter." In order to get those licenses, many states required that Meracord post surety bonds ("the Bonds"). The Bonds served as <u>protection for states and/or customer claimants</u> against certain wrongful conduct by Meracord. The Bonds were issued by two different surety companies: Platte River Insurance Company and Fidelity and Deposit Company of Maryland (together, "Sureties"). The total amount of all Bonds is approximately \$17 million, but the amount of each Bond varies from state to state.

After the Court issued the Judgment against Meracord, Plaintiffs filed another class action lawsuit against the Sureties, seeking to recover the total amount of the Bonds on behalf of Meracord customers in each state where Bonds were issued, and who made payments during the effective periods of the Bonds. The lawsuits also brought other claims against the Sureties based on their alleged bad faith failure to settle class member claims. Both Sureties have denied the claims and have asserted various defenses to the claims.

#### The Platte River Settlement

A proposed settlement of \$5,293,454.00 has been reached between representatives of each state where Platte River issued a Bond and Platte River, which issued Bonds in 26 states. The settlement amount represents 85% of the total amount of each Platte River Bond.\*

The settlement does NOT involve Fidelity, the other surety company that issued Bonds for Meracord. If the Court approves it, the settlement will resolve the claims against Platte River only, and will result in payments only to those Meracord customers in the 26 states where Platte River issued Bonds. (*See Questions 4–5*).

### 3. Why is this a class action and who are the Parties?

In a class action lawsuit, one or more people, called "class representatives," sue on behalf of people who have similar claims. All these people together are a "class" or "class members." One court resolves the issues for all class members, except for those who choose to exclude themselves from the Class (see Question 13).

The <u>Settlement Class Representatives</u> involved in this settlement were all Meracord customers in Platte River States. The Settlement Class Representatives are: Ben Parker (Alaska), December Guzzo (Alabama), Deborah Horton (Arkansas), Donte Cheeks (District of Columbia), Tanya Gwathney (Delaware), Bob Joyce (Florida), Amy Joyce (Florida), Erma Sue Clyatt (Florida), Scott Snoek (Hawaii), Bill Kruse (Iowa), Kelly Enders (Indiana), Tom Ludwick (Illinois), Joyce Drummond (Kansas), Tamara Cooper (Kentucky), Debra Miller (Louisiana), George Lawrence (Maine), Martin Anderson (Minnesota), Angela Ross (Mississippi), Amrish Rajagopalan (North Carolina), Adam Ward (North Dakota), Debra Finazzo (Nebraska), Sharron Black (Nevada), Ishula McConnell (Oklahoma), Stephen

<sup>\*</sup> The one exception to this is Virginia (see the Bond Table located on page 5 for more detail).

<sup>†</sup> Each Settlement Class Representative represents the Platte River State enclosed in parentheses after the Plaintiff's name in this paragraph.

Younkins (South Dakota), Tina & Brandon Ashby (Virginia), Stillman Parker (Vermont), Valerie Newsome (West Virginia), and Russel Tanner (Wyoming).

The **Settling Defendant** (or company being sued) involved in this settlement is Platte River Insurance Company.

Together, the Settlement Class Representatives and the Settling Defendant are called the "Parties."

#### 4. Why is there a Settlement?

Platte River has denied all liability in the lawsuits and has asserted various defenses to Plaintiffs' claims. The Court did not decide in favor of any party on the legal claims being resolved here. Instead, all sides agreed to a settlement, which avoids the risk and cost of a trial, but still provides some compensation to the people affected. The Settlement Class Representatives and Class Counsel think that the settlement is in the best interests of Settlement Class Members and that the settlement is fair, adequate, and reasonable.

#### WHO IS IN THE SETTLEMENT

# 5. How do I know if I am part of the Settlement?

If you meet the definition below, you are a Settlement Class Member and may be eligible for a cash payment. See Questions 8–9 for more details about how payment amounts will be calculated.

### **Settlement Class Definition:**

You are a Settlement Class Member if: (1) You had an account with Meracord (formerly NoteWorld); (2) Meracord deducted any fees related to debt settlement services (including mortgage assistance relief services) from your Meracord account; and (3) You made at least one payment into your Meracord account while residing in a Platte River State (as defined in the Bond Table below), and made at least one payment during the Bond Period of that state (as defined in the Bond Table below). It is possible that the list of Platte River States could change after the time of this Notice <sup>‡</sup> Please check the settlement website (www.MeracordSuretySettlement.com) for the most updated information.

### **Bond Table**

PLATTE RIVER STATES	BOND PERIOD	ORIGINAL BOND AMOUNT	SETTLED BOND AMOUNT
Alaska	August 5, 2009–Present	\$30,000	\$25,500
Alabama	July 24, 2009-Present	\$10,000	\$8,500
Arkansas	July 31, 2010–Present	\$50,000	\$42,500
Washington, D.C.	October 19, 2009–Present	\$60,000	\$51,000
Delaware	September 21, 2009–Present	\$25,000	\$21,250
Florida	February 1, 2009–Present	\$800,000	\$680,000
Hawaii	July 9, 2009–Present	\$1,000	\$850
Iowa	March 1, 2009–Present	\$60,000	\$51,000
Idaho	August 3, 2009–Present	\$15,000	\$12,750
Illinois	October 27, 2010–Present	\$2,000,000	\$1,700,000
Kansas	July 15, 2009–Present	\$200,000	\$170,000
Kentucky	October 19, 2009–Present	\$500,000	\$425,000
Louisiana	March 20, 2009–Present	\$350,000	\$297,500
Maine	July 24, 2009-Present	\$100,000	\$85,000
Minnesota	February 13, 2009–Present	\$25,000	\$21,250
Mississippi	May 5, 2009–Present	\$500,000	\$425,000
North Carolina	March 5, 2009–Present	\$150,000	\$127,500
North Dakota	September 23, 2009–Present	\$150,000	\$127,500
Nebraska	May 29, 2009–Present	\$100,000	\$85,000

<sup>&</sup>lt;sup>‡</sup> Platte River has the option to exclude certain states under certain defined circumstances. *See* Settlement Agreement ¶¶ 33–35.

Nevada	May 5, 2009–Present	\$10,000	\$8,500
Oklahoma	March 23, 2009–Present	\$50,000	\$42,500
South Dakota	August 5, 2009–Present	\$100,000	\$85,000
Virginia <sup>§</sup>	August 27, 2009–Present	\$475,000	\$120,354
Vermont	September 21, 2009–Present	\$100,000	\$85,000
West Virginia	March 20, 2009–Present	\$300,000	\$255,000
Wyoming	October 22, 2009–Present	\$400,000	\$340,000
TOTAL:		\$6,561,000.00	\$5,293,454.00

Excluded from the Settlement Class are Platte River and Fidelity, their officers and directors, members of their immediate families and their legal representatives, heirs, successors, or assigns, and any entity in which either Platte River or Fidelity has or had a controlling interest.

The definition above is a summary, and is not the exact definition found in the Settlement Agreement. The specific definition is set out in more detail in the Settlement Agreement, which is posted on www.MeracordSuretySettlement.com.

#### 6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help by contacting the Settlement Administrator using any of the methods listed in Question 21. You are not required to pay anyone to assist you in filing a claim or obtaining information about the settlements.

#### THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

# 7. What does the proposed settlement provide?

The settlement provides for cash payments to eligible Settlement Class Members. The settlement has a total **Settlement Fund of \$5,293,454.00**.

Under the proposed settlement, the Settlement Fund will first be used to pay for (1) the costs of class notice and administration, and (2) attorneys' fees, expenses, and incentive awards approved by the Court (see Question 15).

The remainder of the Settlement Fund for each Platte River State (called the "Net State Settlement Fund") will then be distributed to qualifying Settlement Class Members, as described in Question 8.

### 8. How will payments be calculated?

Payments to qualifying Settlement Class Members will be based on the amount of fees paid (either to Meracord or to a debt-relief service provider) from each Meracord account ("Total Unreturned Fees").

If you are a Settlement Class Member, you will get a share of the Net State Settlement Fund (as defined in Question 7), proportional to your share of the Total Unreturned Fees paid by all Settlement Class Members in your state. See the Example Distribution Calculation below for more detail.

If enough Settlement Class Members do not cash their checks, there may be a second payment to those Settlement Class Members who did cash their checks in order to use up the rest of the Net State Settlement Fund. More detail on this can be found in the Settlement Agreement at www.MeracordSuretySettlement.com (see  $\P$  17(f)).

<sup>§</sup> Because the Original Bond Amount for Virginia exceeded the Actual Damages for Virginia residents listed in the Court's Judgment against Meracord, this amount represents not 85% of the Original Bond Amount, but 85% of the Actual Damages listed in the Judgment.

#### **Example Distribution Calculation:**

Assume:	
Net State Settlement Fund for State X:	\$100,000
Total Unreturned Fees paid by all Settlement Class Members in State X:	\$5,000,000
Total Unreturned Fees paid by Settlement Class Member A:	\$5,000
Total Unreturned Fees paid by Settlement Class Member B:	\$10,000

Then:	
Settlement Distribution to Settlement Class Member $A = [Class\ Member\ A's\ fees]$ $x$ $[\$100,000 \div \$5,000,000,$ which represents the "pro-rata recovery per dollar paid in fees" ("PRR")]	\$100
Settlement Distribution to Settlement Class Member B = [Class Member B's fees] $x$ [\$100,000 ÷ \$5,000,000, which represents the "pro-rata recovery per dollar paid in fees" ("PRR")] \$200	

# 9. How much will my payment be?

The exact amount each qualifying Settlement Class Member in each settlement will receive cannot be calculated until (1) the Court approves the settlement; (2) amounts are deducted from the Settlement Fund for notice and administration costs, attorneys' fees and expenses, and any Settlement Class Representative Incentive Awards; and (3) the Settlement Administrator determines the number of Settlement Class Members with valid addresses. See Question 8 for the general method of calculating claims payments.

# 10. When will payments be issued?

Payments will be mailed to eligible Settlement Class Members who have valid addresses on file with Settlement Administrator, but only after the Fairness Hearing (*see Questions 18–20*), if the Court grants "final approval" of the settlement, and after any appeals are resolved. It's always uncertain whether any appeals can be resolved, and resolving them can take time. Please be patient.

### 11. What if the Settlement Administrator doesn't have my current address?

The Settlement Administrator will send checks to valid addresses listed for Settlement Class Members in Meracord's customer database. If you think you are part of the Settlement Class (see Question 5 for more detail about who is in the Settlement Class), but you are worried that Meracord's customer records may not contain your current address, you may submit a written address update. See the Address Update Form at the end of this Notice for more detail.

### 12. What am I giving up to get a payment or stay in the settlements?

Unless you exclude yourself from the settlement (see Question 13), you are staying in the Settlement Class. This means that all of the Court's orders will apply to you and legally bind you, and that you can't sue or be part of any other lawsuit against the Settling Defendant (or any of the other related entities listed as "Released Parties" in the Settlement Agreement) about the legal claims resolved in the settlement.

The details of the release are set out in more detail in the Settlement Agreements, which are posted on www.MeracordSuretySettlement.com. (See ¶¶ ff, gg, 6, and 18-21). The release contains specific legal terminology. Talk to Class Counsel (see Questions 14-15) or your own lawyer if you have questions about what it means.

### EXCLUDING YOURSELF FROM THE SETTLEMENT ("OPTING OUT")

### 13. How do I get out of the settlement?

If you ask to be excluded from the settlement (also called "opting out" of the settlement), you will not get any money from the settlement. If you exclude yourself, you will not be legally bound by the settlement. You may be able to sue (or continue to sue) the Settling Defendant on your own about the legal issues in the settled lawsuits. However, amounts paid by Platte River pursuant to the settlement will reduce the amounts available under the Bonds for any future payment to any person excluded from the settlement.

Unless you exclude yourself from the settlement, you give up any right to sue the Settling Defendant for the claims that are resolved by the settlement.

To exclude yourself from the settlement, you must send a <u>letter</u> to the Settlement Administrator by first-class mail with a <u>clear statement that you want to be excluded</u>. Be sure to include your <u>name</u>, <u>address</u>, <u>telephone number</u>, and your <u>signature</u>. \*\* You can't exclude yourself by phone, by e-mail, or on the website.

You must mail your exclusion request, **postmarked no later than July 15, 2016**, to the following:

Rajagopalan v. Platte River Ins. Co. Settlement c/o GCG PO Box 10290 Dublin, OH 43017-5890

#### THE LAWYERS REPRESENTING YOU

### 14. Do I have a lawyer in these cases?

Yes. The Court has appointed the law firms listed below to represent you and other Settlement Class Members in the settlement. These lawyers are called Class Counsel. You will not be charged for services performed by Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

If you want to contact Class Counsel about these settlements, they can be reached through the Settlement Administrator by calling 1-855-907-3244 or sending an email toinfo@MeracordSuretySettlement.com.

HAGENS BERMAN SOBOL SHAPIRO LLP
Steve W. Berman (Seattle, WA)
Thomas E. Loeser (Seattle, WA)

The Paynter Law Firm PLLC
Stuart Paynter (Hillsborough, NC)
Celeste H.G. Boyd (Hillsborough, NC)

# 15. How will the lawyers be paid? Are the Class Representatives being paid?

**Attorneys' Fees.** Class Counsel will ask the Court to approve payment from the Settlement Fund of attorneys' fees of up to 25% of the \$5,293,454.00 (*i.e.*, up to \$1,323,363.50), as well as for reimbursement for costs and expenses incurred in the prosecution of the lawsuits not to exceed \$100,000 (the "Fee and Expense Award").

**Incentive Awards to Class Representatives.** Class Counsel will ask the Court to approve a \$500 payment (called "Incentive Awards") for each of the Settlement Class Representatives for their services as class representatives. Any Incentive Award ordered by the Court will be in addition to what that Settlement Class Representative is eligible to receive as his or her share of the Settlement Fund as a Settlement Class Member.

The Court has the discretion to determine how much to award for fees and Incentive Awards. The settlement does not depend on the amounts awarded for attorneys' fees or Incentive Awards, which means that the settlement can still be approved even if the petitions for attorneys' fees and Incentive Awards are rejected.

Class Counsel is currently scheduled to file with the Court their request for attorneys' fees and for the Incentive Awards on August 16, 2016.

#### **OBJECTING TO ONE OR BOTH SETTLEMENTS**

# 16. How do I tell the Court that I don't like the settlement?

If you're a Settlement Class Member, you can object to the proposed settlement if you don't like it. You can object even if you have excluded yourself from the settlement (see Question 13), but you must submit your objection and your request for exclusion separately according to the instructions in this notice.

<sup>\*\*</sup> If you are sending the request to be excluded as the "Legally Authorized Representative" of a Settlement Class, you must include any information or documents that confirm your appointment or status as a Legally Authorized Representative. A Legally Authorized Representative means an administrator/administratorix, personal representative, or executor/executrix of a deceased Settlement Class Member's estate; a guardian, conservator, or next friend of an incapacitated Settlement Class Member; or any other legally appointed person or entity responsible for handling the business affairs of a Settlement Class Member.

You can object if you don't like any part of the proposed settlement, including the settlement's Plan of Allocation, or the request for the attorneys' Fee and Expense Award, or the request for Incentive Awards to the Class Representatives. You can give reasons why you think the Court should not approve any or all of these items, and the Court will consider your views.

You CANNOT object in order to ask the Court for a higher payment for yourself personally, although you can object to the payment terms that apply generally to the Settlement Class. The Court can only approve or disapprove the settlement, but cannot change how much money you are personally eligible to receive from the settlement. This means that if the Court agrees with your objection, the case won't be settled unless the parties agree to change the terms and the Court approves those changes.

To object, you must (a) <u>mail</u> your objection to the Settlement Administrator <u>and</u> (b) <u>file</u> it with the Court. To be timely, your objection must be mailed to the Settlement Administrator so that it is **postmarked** by July 15, 2016, <u>and</u> must be <u>filed</u> with the Court by no later than July 15, 2016, at the following addresses:

SETTLEMENT ADMINISTRATOR	Rajagopalan v. Platte River Ins. Co. Settlement c/o GCG PO Box 10290 Dublin, OH 43017-5890
THE COURT	United States Courthouse 1717 Pacific Avenue, Room 3100 Tacoma, WA 98402-3200

Note: You may mail your objection to the Court, but it must be **received** by the Court **and filed** by July 15, 2016. *See* www.MeracordSuretySettlement.com for more information on how to object to the settlement.

# You must include the following information in your objection:

- Your full name, address, telephone number, and signature.
- The specific reasons why you object to the settlement.
- The name, address, bar number, and telephone number of your counsel, if you're represented by an attorney. If you are represented by an attorney, he/she or it must comply with all applicable laws and rules for filing pleadings and documents in the Western District of Washington.
- State whether you intend to appear at the Fairness Hearing, either in person or through counsel.

Unless you submit a proper and timely written objection, according to the above requirements, you will not be allowed to object to the settlement or appear at the Fairness Hearing. (See Questions 18–20).

### 17. What's the difference between objecting and excluding yourself?

Objecting is simply telling the Court that you don't like something about the settlement. Excluding yourself is telling the Court that you don't want to be part of the settlement. If you object but do not exclude yourself, and the Court approves the settlement anyway, you will still be legally bound by the settlement.

### THE COURT'S FAIRNESS HEARING

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

The Court will hold a "Fairness Hearing" (also known as a "Final Approval Hearing") to decide whether to finally approve the proposed settlements. The Fairness Hearing will be on **August 30, 2016 at 10:00 a.m.** before Judge Benjamin Settle, United States District Court for the Western District of Washington, United States Courthouse, 1717 Pacific Avenue, Room 3100, Tacoma, WA 98402-3200. If you want to attend the Fairness Hearing, keep in mind that the date and/or time may be changed after the time of this Notice, so you should check the settlement website (www.MeracordSuretySettlement.com) before making travel plans.

At the Fairness Hearing, the Court will consider whether the proposed settlement and all of its terms are adequate, fair, and reasonable. If there are objections, the Court will consider them. The Court may also decide how much to award Class Counsel for fees and expenses, and whether and how much to award the Class Representatives for representing the Class (the Incentive Awards).

At or after the Fairness Hearing, the Court will decide whether to finally approve the proposed settlement. There may be appeals after that. There is no set timeline for either the Court's final approval decision, or for any appeals that may be brought from that decision, so it is impossible to know exactly when the settlement will become final.

The Court may change deadlines listed in this Notice without further notice to the Class. To keep up on any changes in the deadlines, please contact the Settlement Administrator or review the website.

# 19. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions asked by the Court. If you send an objection, you don't have to come to Court to talk about it. So long as you mailed your written objection on time and complied with the other requirements for a proper objection, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

# 20. May I speak at the Fairness Hearing?

Yes. If you submitted a proper written objection to the settlement, you or your lawyer may, at your own expense, speak at the Fairness Hearing. To do so, you must follow the procedures set out in Question 16. You must also file a Notice of Intention to Appear, which must be mailed to the Settlement Administrator and **postmarked no later than July 15, 2016.** It must be **filed** with the Clerk of the Court by that same date. If you intend to have a lawyer appear on your behalf, your lawyer must enter a written notice of appearance of counsel with the Clerk of the Court no later than July 15, 2016.

### **GETTING MORE INFORMATION**

### 21. How do I get more information about the settlement?

This Notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the Settlement Agreement, available at www.MeracordSuretySettlement.com.

#### **YOU MAY OBTAIN ADDITIONAL INFORMATION BY:**

CALLING.	Call the Settlement Administrator toll-free at 1-855-907-3244 to ask questions and receive copies of documents.	
E-MAILING.	Email the Settlement Administrator at info@MeracordSuretySettlement.com.	
	Send your questions by mail to	
WRITING.	Rajagopalan v. Platte River Ins. Co. Settlement c/o GCG PO Box 10290 Dublin, OH 43017-5890	
VISITING THE SETTLEMENT WEBSITE.	www.MeracordSuretySettlement.com, where you will find answers to common questions about the settlement, plus other information to help you.	
	You can review the legal documents that have been filed with the Clerk of Court in these cases at:	
	U.S. District Court	
REVIEWING LEGAL DOCUMENTS.	Clerk's Office	
	1717 Pacific Avenue, Room 3100	
	Tacoma, WA 98402-3200	
	Some of the legal documents are also located on the settlement website.	
ACCESSING PACER.	You can access the Court dockets in these cases through the Court's Public Access to Court Electronic Records (PACER) system at <a href="https://ecf.wawd.uscourts.gov">https://ecf.wawd.uscourts.gov</a> . An access charge may apply.	

PLEASE DO NOT CALL THE JUDGE OR THE COURT CLERK TO ASK QUESTIONS ABOUT THE LAWSUITS, THE SETTLEMENT, OR THIS NOTICE. The Court will not respond to letters or telephone calls. If you wish to address the Court, you must file an appropriate pleading or motion with the clerk of the court in accordance with the Court's usual procedures.

DATED:	. 2016	BY ORDER OF THE COURT

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON



# ADDRESS UPDATE FORM

If you think you are a part of the Settlement Class and are concerned that Meracord's customer database may not contain your current address, you may use the following form to update your address with the Settlement Administrator. When submitting your address update, please include as much information as possible to help the Settlement Administrator locate any Meracord account that may be associated with you.

You are strongly encouraged to submit your address update online at www.MeracordSuretySettlement.com (click on "Update My Address").

Your Current Full Name:	
Your Current Mailing Address: This is where any payment you may be entitled to will be sent.	
Your Current Email Address:	
Your Spouse's Name: (if possibly a joint account)	
Any other name that could have been associated with your account:  Maiden name, former names, etc.	
State(s) Where You Lived When You Were a Meracord Customer:	
<b>Debt Relief Company Name:</b> <sup>††</sup> This is NOT Meracord (or NoteWorld). This is the company you signed up with for debt relief services.	
Any mailing address that could have been associated with your account Attach another page if necessary. If you don't remember all your possible addresses, list as much about the address as you can (street name, city, state, etc.	
Any email address that could have been associated with your account:	

If mailing this form, please send it by mail to:

Rajagopalan v. Platte River Ins. Co. Settlement c/o GCG PO Box 10290 Dublin, OH 43017-5890

QUESTIONS? CALL 1-855-907-3244 TOLL-FREE, OR VISIT WWW.MERACORDSURETYSETTLEMENT.COM

<sup>††</sup> This is NOT Meracord (or NoteWorld). This is the company you signed up with for debt relief services.