

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

DENISE HARLAN, on behalf of herself and  
all others similarly situated,

Plaintiff,

vs.

TRANSWORLD SYSTEMS, INC., d/b/a  
NORTH SHORE AGENCY, INC.

Defendant.

NO. 13-cv-05882(GP)

CLASS ACTION

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

**You are entitled to receive a settlement payment  
in connection with a collection letter from  
“North Shore Agency”**

*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 the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, and was brought as a class action on behalf of all persons with addresses in Philadelphia, Pennsylvania, who were sent an initial collection letter from NSA in which the statutory 1692g validation notice was printed on the reverse of the letter, in uppercase and lowercase type, among paragraphs which were not indented or spaced, and placed along other copy that was capitalized, and the phrase “NOTICE-SEE REVERSE SIDE FOR IMPORTANT INFORMATION” in all capital letters was on the front of the letter where the underlying debt was incurred primarily for personal, family or household use, where the letter bears a date from October 12, 2012 to October 4, 2013.
- NSA’s records show that you were sent such a letter and are a member of the Class.
- The parties have reached a settlement, subject to Court approval. The settlement will provide a fund of \$22,900.00 to be paid in checks of \$100 each to the Class Members who were sent the subject form collection letter from “North Shore Agency.”
- Your rights are affected whether you act or don’t act. Read this notice carefully.

**Your Legal Rights and Options in this Settlement:**

|                         |  |
|-------------------------|--|
| <b>Do Nothing</b>       | You will receive a settlement payment if the settlement is approved by the Court in the amount of \$100.00. But, you give up any rights to sue Defendant separately concerning the letter NSA sent you or the legal issues in this case, and you will be bound by this settlement.   |
| <b>Exclude Yourself</b> | Get out of this Lawsuit. Get no settlement payment. Keep any rights. 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. |
| <b>Object</b>           | 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 November 21, 2014   |
| <b>Go to a Hearing</b>  | If you remain in the class, you may ask to speak in Court about the fairness of the settlement on January 16, 2015.  |

- These rights and options – **and the deadlines to exercise them** – are explained in this notice. To ask to be excluded you must **act before November 21, 2014**.
- 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 get this notice package?**

You were sent this 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 appointed by the Court will make the payments that the settlement allows.

Defendant's records show that you were sent a collection letter from "North Shore Agency" between October 12, 2012 and October 4, 2013. This notice explains that the Court has allowed, or "certified," a class action lawsuit that may affect you. This class action is known as *Denise Harlan, on behalf of herself and all others similarly situated v. Transworld Systems, Inc., d/b/a North Shore Agency Inc.*, U.S.D.C. E.D. Pa. No. 13-5882 (GP). The Honorable Gene E.K. Pratter is the judge overseeing this class action.

**2. What is this Lawsuit about?**

This Lawsuit is about whether NSA violated a federal consumer protection law called the Fair Debt Collection Practices Act, 15 U.S.C. §1692, et seq. (FDCPA). The Plaintiff says NSA broke that law by sending out collection letters that fail to clearly and conspicuously provide the notice of validation rights as required by the FDCPA. NSA has denied any and all liability and asserts its letter(s) were proper. This Lawsuit has nothing to do with the underlying debt the defendant was attempting to collect, or whether you owe NSA any money. This case is only about whether NSA failed to provide the notice of validation rights in a manner as required by the FDCPA when seeking to collect your (and the Class') debt(s) – a claim NSA denies.

### 3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Denise Harlan), sue on behalf of people who have similar claims. The people together are a Class or Class Members. The individual who sued is called the Plaintiff. The party sued (in this case Transworld Systems, Inc., d/b/a North Shore Agency) is called the Defendant. One Court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

The Court decided 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 Court certified the following class:

“All persons with addresses in Philadelphia, Pennsylvania, who were sent an initial collection letter from NSA in which the statutory 1692g validation notice was printed on the reverse of the letter, in uppercase and lowercase type, among paragraphs which were not indented or spaced, and placed along other copy that was capitalized, and the phrase “NOTICE-SEE REVERSE SIDE FOR IMPORTANT INFORMATION” in all capital letters was on the front of the letter where the underlying debt was incurred primarily for personal, family or household use, where the letter bears a date from October 12, 2012 to October 4, 2013.”

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.

### 4. Why is there a settlement?

In the Lawsuit, the Plaintiff says that Defendant violated federal laws concerning consumer debt collection practices, the FDCPA. Plaintiff says that NSA violated that law by sending out collection letters that failed to provide the notice of validation rights in a manner as required by the FDCPA. The Plaintiff sought a money award for statutory damages allowed under the consumer laws for herself and for each member of the Class. Plaintiff also sought Class Counsel fees and expenses to be paid by NSA.

NSA denies that it did anything wrong. NSA believes it would have prevailed at trial, if the matter had not settled.

However, there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the cost and uncertainty of a trial, and the people affected will get compensation. Plaintiff and her attorneys think the settlement is best for all Class Members given the limit that the law places on the possible recovery.

### WHO IS IN THE SETTLEMENT

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

The Court has decided that all persons with addresses in Philadelphia, Pennsylvania who were sent an initial collection letter from North Shore Agency (referred to herein as “NSA”) in which the statutory 1692g validation notice on the reverse side was in uppercase and lowercase type, placed among paragraphs which were not indented or spaced, and placed along with other copy that was capitalized, where the phrase

“NOTICE-SEE REVERSE SIDE FOR IMPORTANT INFORMATION” on the front side is alleged to be inconspicuous and in type or font smaller than other words on the front of the letter, where the underlying debt was incurred for personal, family or household use, where the letter bears a date from October 12, 2012 to October 4, 2013 are Class Members. NSA’s records show that you were sent such a letter.

### THE SETTLEMENT BENEFITS – WHAT YOU GET

#### 6. What does the settlement provide?

NSA has agreed to create a class-wide settlement fund in the amount of \$22,900.00. Settlement payments will be distributed in checks of \$100 each to the Class Members who do not exclude themselves and to whom notice by mail is not returned as undeliverable.

#### 7. How much will my payment be?

Checks of \$100 will be mailed to each to the Class Members (a) who do not exclude themselves from the class and (b) whose class notice is not returned undeliverable and without a forwarding address. Any settlement funds remaining from uncashed checks or undistributable funds will be awarded to Clarifi, 1608 Walnut Street, 10<sup>th</sup> Floor, Philadelphia, PA 19103, a non-profit organization dedicated to financial literacy in the Delaware Valley, see [www.clarifi.org](http://www.clarifi.org), as a *cy pres* remedy for the Settlement Class.

### HOW YOU GET A PAYMENT

#### 8. How can I get a payment?

So long as you do not choose to exclude yourself from this case, you will remain a Class Member and will receive a payment if the Court finally approves the settlement.

#### 9. When would I get my payment?

The Court will hold a hearing on January 16, 2015 at 2:00 P.M. in Courtroom 10B, U.S. Courthouse, 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. Please be patient.

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

Unless you exclude yourself, 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 NSA 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 below “Released Claims”:

“Released Claims” shall mean any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever, whether based on any federal law (including the FDCPA), state law, common law, or of any other type or form (whether in contract, tort, or otherwise,

including statutory, common law, property, and equitable claims), which Plaintiff or any Pennsylvania Class Member has arising out of the Subject Letter, including, but not limited to Claims arising out of the content of the Subject 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 NSA 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 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 *Denise Harlan, on behalf of herself and all others similarly situated v. Transworld Systems, Inc., d/b/a North Shore Agency, Inc.*, U.S.D.C. E.D. Pa. No. 13-5882 (GP). Be sure to include your name, address, telephone number and your signature. You must mail your exclusion request postmarked no later than November 21, 2014 to:

First Class, Inc./ J12671- Harlan  
5410 W. Roosevelt Road, Suite 222  
Chicago, IL 60644-1490

A copy of your Exclusion Request should also be sent to Class Counsel and Defense Counsel at the addresses listed in paragraph 22 below.

If you ask to be excluded, you will not receive a payment from the settlement and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) NSA in the future. Whether and to what extent you could sue NSA on your own if you exclude yourself is a matter to take up with your own lawyer, if you wish.

### 12. If I don't exclude myself, can I sue NSA for the same thing later?

No. Unless you exclude yourself, you give up any right to sue NSA 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 November 21, 2014.

### 13. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, 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 NSA, 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, stating that you object to the proposed settlement in *Denise Harlan, on behalf of herself and all others similarly situated v. Transworld Systems, Inc., d/b/a North Shore Agency, Inc.*, U.S.D.C. E.D. Pa. No. 13-5882 (GP). Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement. Mail the objection to the address below, postmarked no later than November 21, 2014.

Michael E. Kunz  
Clerk of the Court  
United States District Court  
Eastern District of Pennsylvania  
Room 2609 U.S. Courthouse  
601 Market Street  
Philadelphia, PA 19106

A copy of your objection should also be sent to Class Counsel and Defense Counsel at the addresses listed in paragraph 22 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, 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 firm of Flitter Lorenz, P.C., in Narberth, PA is qualified to represent you and all Class Members. The law firm is called Class Counsel. It is experienced in handling similar cases against other debt collectors.

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 to date. Class Counsel will ask the Court to award fees for their services plus their out-of-pocket litigation costs in the total amount of \$44,450 through the final approval hearing. Class Counsel fees 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 December 19, 2014. You may obtain a copy of such motion by contacting Class Counsel or visiting the Court's website. A Class Member may respond in writing to the Motion for Attorneys' Fees, Costs and Expenses and any other briefing by January 9, 2015 or at the Final Fairness Hearing.

**THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

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

The Court will hold a Fairness Hearing at 2:00 P.M. on January 16, 2015, in Courtroom 10B at the United States Courthouse for the Eastern District of Pennsylvania, 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 also decide how much to pay Class Counsel for their services and expenses. 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 may 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 *Harlan v. Transworld Systems, Inc. d/b/a North Shore Agency, Inc.*" The Notice of Intention to Appear must be postmarked no later than November 21, 2014 and be sent to the Clerk of the Court, the Class Administrator, Class Counsel, and Defense Counsel at the addresses listed in paragraph 22 below.

You cannot speak at the hearing if you exclude yourself.

**IF YOU DO NOTHING**

21. What happens if I do nothing at all?

If you do nothing, you will be a part of this settlement (if the Court gives final approval) and will be bound by the result. You will also be entitled to receive a settlement payment. But, unless you exclude yourself, you

won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against NSA concerning the letter described in ¶ 5 that NSA sent you or the legal issues in this case, ever again.

### GETTING MORE INFORMATION

22. How do I get more information?

You may visit the Court's website at [www.paed.uscourts.gov](http://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:

#### CLASS COUNSEL

Cary L. Flitter  
Andrew M. Milz  
FLITTER LORENZ, P.C.  
450 N. Narberth Avenue, Suite 101  
Narberth, PA 19072  
888-668-1225

The name of Defense Counsel is:

Aaron Easley  
Sessions, Fishman, Nathan & Israel, L.L.P.  
3 Cross Creek Drive  
Flemington, NJ 08822-4938

Remember, you will remain a Class Member unless you exclude yourself as noted in Paragraph 11 above. If this notice has reached you at an address other than the address to which it was mailed, please send a letter to the Class Administrator providing your current address.

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: October 10, 2014

BY THE CLERK:

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Michael E. Kunz  
Clerk of the Court  
United States District Court  
Eastern District of Pennsylvania  
Room 2609 U.S. Courthouse  
601 Market Street  
Philadelphia, PA 19106



FIRST CLASS, INC. / J12671-Harlan  
5410 W ROOSEVELT RD STE 222  
CHICAGO IL 60644-1490

**FORWARDING SERVICE REQUESTED**



JOHN Q SAMPLE  
123 ANY STREET  
CITY, ST 00000-0000