

[DETAILED NOTICE]

LEGAL NOTICE

To: All persons within the United States who had debts serviced by Real Time Resolutions, Inc. and who received a cell phone call on a number that was uploaded to and dialed by Real Time's telephone system and who did not consent to the receipt of such a call, where consent includes the voluntary provision of the cellular telephone number to the original creditor during the transaction resulting from the debt owed.

IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

A settlement has been proposed in a class action lawsuit pending in the U.S. District Court for the Northern District of Illinois entitled *Tannlund v. Real Time Resolutions, Inc.*, Case No. 1:14-cv-5149 (the "Action"). This Notice explains the nature of the Action, the general terms of the proposed settlement, and your legal rights and obligations.

WHAT IS THE ACTION ABOUT?

Plaintiff Michelle Lee Tannlund ("Plaintiff" or "Class Representative") filed a class action lawsuit against Real Time Resolutions, Inc. ("Defendant" or "Real Time") on behalf of herself and the class of persons defined below. Plaintiff alleges that she received telephone calls from Defendant to her cellular telephone in connection with the servicing of a debt that she owed using an automatic telephone dialing system or a prerecorded or artificial voice and that she had not provided consent to the receipt of such calls to her cellular telephone, and that these telephone calls violated the Telephone Consumer Protection Act ("TCPA") 47 U.S.C. § 227. Plaintiff contends that Defendant made similar calls to a class of similarly situated individuals. Defendant denies these allegations and maintains that it did nothing wrong.

Defendant and Plaintiff (the "Parties") have determined that it is in their best interests to settle the Action to avoid the expense, inconvenience, and interference with ongoing business operations that are associated with litigation. In addition, the U.S. District Court for the Northern District of Illinois (the "Court") has determined that the Action should proceed as a class action, for settlement purposes only, with Plaintiff acting as Class Representative, and has granted preliminary approval of the settlement, subject to a final fairness hearing discussed below.

WHO IS INCLUDED IN THIS CLASS ACTION?

For settlement purposes only, the Court has certified a class of persons affected by this Action ("Settlement Class Members" or the "Class"), to be defined as follows:

All living persons within the United States (1) who received a phone call from Defendant during the Class Period to a number assigned to a cellular telephone service at the time the call was made, (2) where the number was uploaded to and dialed by Defendant's telephone system, and (3) who did not give his or her express consent prior to such call being placed. Excluded from the Settlement Class are Accounts for which Defendant made no further cell phone calls after

(1) Defendant received a release or representation from the debtor that he or she had no claims or (2) the debtor filed for relief under Title 11 of the United States Code resulting in a bankruptcy discharge order. Also excluded from the Settlement Class are Defendant; its parent companies, affiliates or subsidiaries, or any employees thereof, and any entities in which any of such companies has a controlling interest; the judge or magistrate judge to whom the Action is assigned; and any member of those judges' staffs and immediate families.

WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Any individual who received a cell phone call from Defendant on a number that was uploaded to and dialed by Real Time's telephone system and who did not consent to the receipt of such a call ("Called Individual") may submit a claim form. Excluded from the class, however, are those Called Individuals who received no calls after (i) executing a release, (ii) representing that he or she had no claims, or (iii) filing and receiving a bankruptcy discharge.

Called Individuals who do not fit any of the exclusions above are entitled to receive a pro rata portion of the net common fund, after subtracting attorneys' fees and costs as well as a service award for the Class Representative. This is estimated to be \$25 but may increase or decrease depending on how many Called Individuals submit timely and valid claims.

The settlement terms also permit the Class Representative to apply for an incentive award for her efforts in bringing the Action. The attorneys for the Class ("Class Counsel") can ask the Court to award attorneys' fees and costs. The Court will make the final decision as to the amounts, if any, to be paid to the Class Representative and Class Counsel.

WHAT YOU NEED TO DO

If you believe you are qualified to submit a claim, you have four options: (i) submit a Claim Form to receive a cash award; (ii) opt out of the Class to maintain your right to bring an individual claim against Defendant; (iii) file an objection to the proposed class settlement; or (iv) do nothing. Each option is discussed below.

HOW TO SUBMIT A CLAIM FORM

Class Members must submit a Claim Form in order to be entitled to a cash payment being offered in connection with this settlement. The Claim Form is available on this website, and may be submitted either electronically at the settlement website www.RealTimeTCPASettlement.com or via U.S. Mail to ILYM Group, Inc., P.O. Box 130, Tustin, CA 92781. The Claim Form requires that you include your name, telephone number, and address when making a claim.

Claims may be subject to verification and fraud review. Upon satisfaction of the verification and fraud review process, and after the Court has entered a final judgment approving the Settlement, you will be entitled to a cash payment. It is difficult to estimate with accuracy what the amount of payment will be since it depends upon the total number of persons making claims and the Court's award of attorneys' fees and costs, as well as an incentive award to the Class Representative.

IF THE PROPOSED SETTLEMENT IS APPROVED, YOU WILL LOSE THE RIGHT TO BRING A CLAIM ARISING FROM OR RELATED TO THE CONDUCT ALLEGED IN THIS ACTION REGARDLESS OF WHETHER OR NOT YOU SUBMIT A CLAIM FORM.

If the Court approves the proposed settlement, it will enter a judgment in the Action with prejudice as to *all* Class Members. Plaintiff and all Class Members who do not validly and timely request to be excluded from the proposed settlement, and each of their respective successors, assigns, legatees, heirs, personal representatives, and all those who claim through them or who assert claims on their behalf, will be deemed to have released and forever discharged Defendant, and all of its affiliates, agents, employees, officers, directors, parents, subsidiaries, attorneys, representatives, advisors, administrators, predecessors, successors, insurers, accountants, advisors or anyone acting on their behalf from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorney's fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of or relate in any way to the TCPA or to the Released Parties' alleged or actual violation of the TCPA or any similar state laws, rules or regulations, including without limitation use of an "automatic telephone dialing system" or "artificial or prerecorded voice" to contact or attempt to contact Class Members.

In addition, Plaintiff and all Class Members who do not validly and timely request to be excluded from the proposed settlement, and each of their respective successors, assigns, legatees, heirs, personal representatives, and all those who claim through them or who assert claims on their behalf, will be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

If you want to maintain the right to sue or continue to sue any Defendant based on claims you may have arising from cell phone calls you believe you received from Defendant without your consent, you must exclude yourself from the Class, or "opt out," as described below. If you opt out, you will not receive any relief in connection with the Settlement.

You may exclude yourself from the Class and the settlement. If you want to be excluded, you must send a letter by U.S. Mail stating:

"I request that I be excluded from the settlement in *Tannlund v. Real Time Resolutions, Inc.*, Case No. 1:14-cv-5149."

Your letter must also include: (a) the name of the Action, *Tannlund v. Real Time Resolutions, Inc.*, Case No. 1:14-cv-5149; (b) your full name, current address, and telephone number; (c) your written signature; and (d) the words “Request for Exclusion” at the top of the document. Your Request for Exclusion must be mailed to the Settlement Administrator at ILYM Group Inc., P. O. Box 130, Tustin, CA 92781, postmarked no later than July 24, 2017.

If you timely request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against Defendant based on the conduct complained of in the Action.

Requests for Exclusion that are postmarked after **July 24, 2017** will not be honored. You cannot exclude yourself by email or telephone. You cannot exclude yourself by mailing a request to any other address or after the **July 24, 2017** deadline. The letter must be signed by you. You cannot exclude yourself by having an actual or purported agent or attorney acting on behalf of you or a group of Class Members sign the letter.

HOW TO OBJECT TO THE SETTLEMENT

If you are a Class Member, you can object to the proposed settlement if you do not believe it is fair, reasonable or adequate. If you wish to object to the settlement, you must file a signed, written objection with the Court and serve copies on Class Counsel and Defendant’s Counsel at the addresses set forth below by no later than July 24, 2017.

<u>COURT</u>	<u>CLASS COUNSEL</u>	<u>DEFENDANT’S COUNSEL</u>
Clerk of the Court USDC, N.D. of Ill. 219 S. Dearborn Street Chicago, IL 60604	Mark Ankcorn, Esq. Ankcorn Law Firm, PC 1060 Woodcock Road, Suite 128 Orlando, Florida 32803	Abraham J. Colman Reed Smith LLP 355 S. Grand Ave., Suite 2900 Los Angeles, CA 90071 Henry Pietrkowski Reed Smith LLP 10 S. Wacker Dr., 40th Floor Chicago, IL 60606

Your written objection must state: (a) the name of the Action, *Tannlund v. Real Time Resolutions, Inc.*, Case No. 1:14-cv-5149; (b) your full name, address, and telephone number; (c) the word “Objection” at the top of the document; and (d) a written brief stating in clear and concise terms the legal and factual arguments supporting your objection and any evidence you wish to introduce in support of the objection.

With your objection, you must also file a Proof of Service with the Court stating that you mailed or delivered copies of your objection to Class Counsel and Defendant’s Counsel.

You may, but need not, file and serve your objection through an attorney of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney’s fees and costs.

Please note that you cannot file an objection if you have opted out of the settlement. Only persons who have filed a valid, timely claim may also object to the terms of settlement.

WHAT IF I DO NOTHING?

If you do nothing in response to this Class Notice and the Court approves the proposed class settlement, then this Action will be dismissed with prejudice and any claims that you may have had against Defendant will be released (to the extent explained above). You also will lose the right to submit a claim for any portion of the class settlement.

THE FINAL APPROVAL HEARING

On **August 23, 2017 at 8:45 a.m.**, a hearing will be held on the fairness of the proposed settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed settlement's fairness. The hearing will take place before the Honorable James B. Zagel in the United States District Court, Courtroom 1241, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604.

You do not have to appear at the hearing. Class Counsel will answer questions the Court may have. You are, however, welcome to come to the hearing at your own expense. You cannot speak at the hearing if you have excluded yourself from the Class.

If you submit a written objection, you do not have to come to Court to present your objections. As long as you submitted your written objection on time, the Court will consider it. You also may pay your own lawyer to attend, but this not required.

HOW TO OBTAIN ADDITIONAL INFORMATION

This notice is a summary and does not cover all of the issues and proceedings that have occurred. More details regarding the proposed settlement are contained in the Amended Settlement Agreement. You can review, download, and print a copy of the Amended Settlement Agreement at **www.RealTimeTCPASettlement.com**, or obtain a copy of the Amended Settlement Agreement from the Settlement Administrator by calling toll-free **1-855-868-1194** or writing to **ILYM Group, Inc., P.O. Box 130 Tustin, CA 92781**. You may also view the complete file of the Action, including the Amended Settlement Agreement, at the Office of the Clerk, United States District Court, Northern District of Illinois, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604. The Clerk will tell you how to obtain the file for inspection and copying at your own expense. Documents may also be viewed and printed on the Court's website (ecf.ilnd.uscourts.gov) through PACER at a cost per page viewed. For additional information, you may contact Class Counsel at 1-321-422-2333.

PLEASE DO NOT CALL THE COURT OR THE CLERK OF THE COURT REGARDING THIS ACTION OR PROPOSED SETTLEMENT