

*Animal Medical Center of Orland Park, Inc. (“Plaintiff”) v. Chase Bank USA, N.A. (“Chase”)*

United States District Court for the Northern District of Illinois,  
Case No. 14-cv-01251

**If you received a facsimile message from Chase relating to its ChaseHealthAdvance line of business between July 1, 2010 and December 31, 2010, you may be entitled to benefits under a class action settlement.**

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

- A proposed settlement will provide a total of \$1,525,000 (the “Settlement Fund”) to fully settle and release claims of persons who received a facsimile message from Chase relating to its ChaseHealthAdvance line of business between July 1, 2010 and December 31, 2010 (the “Settlement Class”).
- Plaintiff alleges that certain of these facsimile messages violated the federal Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq. (the “TCPA”). Chase denies Plaintiff’s allegations and denies any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiff’s claims or Chase’s defenses. By entering into the settlement, Chase has not conceded the truth or validity of any of the claims against it.
- The Settlement Fund shall be used to pay all amounts related to the settlement, including awards to Settlement Class members who submit a valid and timely claim form to receive payment (“Claim Form”), attorneys’ fees and costs to attorneys representing Plaintiff and the Settlement Class (“Class Counsel”), any service award for Plaintiff, administration of the settlement and reasonable costs of notice except that should the reasonable costs of notice exceed \$100,000, Chase shall pay those additional reasonable notice costs. Class Counsel estimate that Settlement Class members who timely submit a valid Claim Form will receive between \$390 and \$130, as fully set forth below. Monies remaining in the Settlement Fund after these payments are made will be distributed to a charity approved by the Court only if a second distribution is not feasible.
- Your rights and options, and the deadlines to exercise them, are explained in this Notice. Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

SUBMIT A CLAIM FORM	If you submit a valid Claim Form by May 13, 2016, you will receive a payment and will give up your rights to sue Chase and/or any other released parties on a released claim. Claim Forms may be submitted by mail to <i>Animal Medical Center v. Chase Bank USA, N.A.</i> Claims Administrator, P.O. Box 43402, Providence, RI 02940-3402 or through the settlement website by clicking <a href="#">here</a> .
EXCLUDE YOURSELF OR “OPT-OUT” OF THE SETTLEMENT	If you ask to be excluded, you will not receive a payment. This is the only option that allows you to pursue your own claims against Chase and/or other released parties in the future. The deadline for excluding yourself is June 13, 2016.
OBJECT TO THE SETTLEMENT	Write to the Court about why you believe the settlement is unfair in any respect. The deadline for objecting is June 13, 2016. To obtain a benefit from this settlement, you must still submit a Claim Form. If you submit only an objection, you will not receive any benefit from the settlement and you will give up your rights to sue Chase and/or any other released parties on a released claim.
DO NOTHING	If you do nothing, you will not receive any monetary award and you will give up your rights to sue Chase and/or any other released parties on a released claim.
GO TO THE FINAL APPROVAL HEARING	Ask to speak in Court about the fairness of the settlement. To speak at the Final Approval Hearing, you must file a document including your name, address, telephone number and your signature with the Court stating your intention to appear no later than June 13, 2016.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

## BASIC INFORMATION

### 1. What is the purpose of this Notice?

The purpose of this Notice is to inform you that a proposed settlement has been reached in the putative class action lawsuit entitled *Animal Medical Center of Orland Park, Inc. v. Chase Bank USA, N.A.*, Case No. 1:14-cv-01251 (N.D. Ill.) (the “Action”). Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the settlement and your rights under it.

### 2. What does it mean if I received an email, postcard or facsimile message about this settlement?

If you received an email, mailed Notice or facsimile message describing this settlement, that is because the records indicate that you may be a member of the Settlement Class. You are a member of the Settlement Class if you received a facsimile message from Chase relating to its ChaseHealthAdvance line of business between July 1, 2010 and December 31, 2010.

### 3. What is this class action lawsuit about?

In a class action, one or more people called a Class Representative (here, Plaintiff) sues on behalf of people who allegedly have similar claims. This group is called a class and the persons included are called class members. One court resolves the issues for all of the class members, except for those who exclude themselves from the class.

Here, Plaintiff claims Chase violated the TCPA by transmitting unsolicited advertisements via facsimile that failed to contain opt-out language that meets the requirements of the TCPA between July 1, 2010 and December 31, 2010. Chase denies these allegations and denies any claim of wrongdoing. The Court has conditionally certified a class action for settlement purposes only. The Honorable Manish Shah is in charge of this action.

### 4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Chase. Instead, both sides agreed to this settlement. That way, they avoid the risk and cost of a trial, and the Settlement Class members are eligible to receive compensation. Plaintiff and Class Counsel think the settlement is best for all persons in the Settlement Class.

## WHO IS IN THE SETTLEMENT CLASS?

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

The Court has certified a class action for settlement purposes only. The Settlement Class is defined as:

All persons or entities who, on or after July 1, 2010 through December 31, 2010, received a facsimile message from Chase relating to its ChaseHealthAdvance line of business. Excluded from the Settlement Class are the Judge to whom the Action is assigned and any member of the Judge’s staff and immediate family members, as well as all persons who validly request exclusion from the Settlement Class.

“Settlement Class Member” is defined as any person in the Settlement Class who does not request exclusion from the settlement. If you are still not sure whether you are included, you can visit other sections of the settlement website, [www.AnimalMedicalCenterTCPASettlement.com](http://www.AnimalMedicalCenterTCPASettlement.com), you may write to the claims administrator at *Animal Medical Center v. Chase Bank USA, N.A.* Claims Administrator, P.O. Box 43402, Providence, RI 02940-3402, or you may call the Toll-Free Settlement Hotline, 1-866-542-0371, for more information.

## THE LAWYERS REPRESENTING YOU

### 6. Do I have lawyers in this case?

The Court has appointed the law firms of Edelman, Combs, Lattuner & Goodwin, LLC and Frank F. Owen & Associates, P.A. as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by these lawyers.

### 7. How will Class Counsel be paid?

Class Counsel will ask the Court to approve payment of \$508,333 from the Settlement Fund to them for attorneys' fees and expenses. Class Counsel also will ask the Court to approve payment of \$15,000 to Plaintiff for its services as Class Representative. The Court may award less than these amounts.

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 8. What does the settlement provide?

**Settlement Fund.** Chase will pay the total amount of \$1,525,000 into the Settlement Fund, which will cover: (1) cash payments to Settlement Class Members who submit timely and valid Claim Forms; (2) an award of attorneys' fees and costs to Class Counsel, in an amount not to exceed \$508,333, as approved by the Court; (3) a service award to the Plaintiff, in an amount not to exceed \$15,000, as approved by the Court; (4) the costs of notice provided that such reasonable costs do not exceed \$100,000; (5) administration of the settlement; and (6) under certain circumstances as described below, a charitable contribution. Should the amount of reasonable notice costs exceed \$100,000, Chase shall pay additional reasonable costs in addition to the Settlement Fund.

**Cash Payments.** All Settlement Class Members are eligible to submit a Claim Form and receive a cash payment. To submit a Claim Form, follow the procedures described under Question 11 below.

**No Portion of the Settlement Fund Will Return to Chase.** Any money remaining in the Settlement Fund after paying all valid and timely claims to Settlement Class Members, attorneys' fees and costs to Class Counsel, any service award to Plaintiff and the costs of notice and administration of the settlement will be paid either: (1) in a second distribution to Settlement Class Members who submitted valid and timely Claim Forms and whose initial payments were cashed; or (2) if there are not enough funds to justify a second distribution, the remaining funds will be donated to a charity to be mutually agreed upon by the parties and approved by the Court. There will only be a second distribution if there are enough funds to pay each Settlement Class Member \$10.00 or more through a second distribution. No portion of the Settlement Fund will return to Chase.

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

Your share of the Settlement Fund will depend on the number of valid Claim Forms that Settlement Class Members submit. The amount of the payment will be evenly distributed among Settlement Class Members except that each claiming Settlement Class Member who is or was a veterinary practice is entitled to a cash payment that is three times greater than the cash payment for all other claiming Settlement Class Members. The parties believe that veterinary practices may have received a larger number of facsimile transmissions, and the settlement therefore accounts for this. Class Counsel estimate that the amount of the cash award (while dependent upon the number of claims) may be within the range of \$130 to \$390. **This is an estimate only and is based upon a claims rate of approximately 10%. The final cash payment amount will depend on the total number of valid and timely claims submitted by Settlement Class Members.**

### 10. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the settlement, you will be part of the Settlement Class and will be bound by the release of claims in the settlement. This means that if the settlement is approved, you cannot rely on any Released Claim to sue or continue to sue, on your own or as part of any other lawsuit, Chase and/or any other Released Parties, as explained in the

Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you. Unless you exclude yourself from the settlement, you will agree to release Chase and any other Released Parties, as defined in the Settlement Agreement, from any and all claims that arise from or relate to the transmission of facsimile messages between July 1, 2010 and December 31, 2010 at issue in the Action.

In summary, the Release includes, without limitation, all claims that arise out of or relate to the transmission of a facsimile message between July 1, 2010 and December 31, 2010 by Chase, its affiliates or any vendor or agent acting on its behalf relating to the ChaseHealthAdvance line of business, including, but not limited to, claims under or for violations of the TCPA or any other statutory or common law claim including, but not limited to, and any other claim under or for violation of federal or state unfair and deceptive practices statutes, invasion of privacy, conversion, breach of contract, unjust enrichment, specific performance and/or promissory estoppel arising from the transmission of facsimile messages.

If you have any questions about the release or what it means, you can speak to Class Counsel, listed under Question 6, for free, or you can, at your own expense, talk to your own lawyer. The release does not apply to persons in the Settlement Class who timely exclude themselves. A full copy of the release is also available on this website, within the Settlement Agreement.

## HOW TO OBTAIN A PAYMENT

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

To receive a payment, you must submit a Claim Form. You may get a Claim Form on the settlement website, [www.AnimalMedicalCenterTCPASettlement.com](http://www.AnimalMedicalCenterTCPASettlement.com), or by calling the Toll-Free Settlement Hotline, 1-866-542-0371. **Read the instructions carefully, fill out the form completely and accurately, sign it and submit it.** To be valid, the Claim Form must be completed fully and accurately, signed and submitted timely. A Claim Form may be submitted by mail to the claims administrator at: *Animal Medical Center v. Chase Bank USA, N.A.* Claims Administrator, P.O. Box 43402, Providence, RI 02940-3402, or via the settlement website [www.AnimalMedicalCenterTCPASettlement.com](http://www.AnimalMedicalCenterTCPASettlement.com).

If you are submitting your claim via the settlement website, it must be submitted no later than May 13, 2016. If you are mailing your Claim Form to the claims administrator, it must be postmarked by that date.

## WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

### 12. When would I receive a settlement payment?

The Court will hold a hearing on July 26, 2016 to decide whether to approve the settlement. If the Court approves the settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a Claim Form will be informed of the progress of the settlement through information posted on the settlement website at [www.AnimalMedicalCenterTCPASettlement.com](http://www.AnimalMedicalCenterTCPASettlement.com). Please be patient.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

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

If you want to keep the right to sue or continue to sue Chase or a Released Party, as defined in the Settlement Agreement, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting-out of, the Settlement Class.

To exclude yourself from the settlement, you must send an exclusion request to the claims administrator. To be valid, an exclusion request must: (i) be signed by the person in the Settlement Class who is requesting exclusion; (ii) include the full name, address and account number(s) of the person in the Settlement Class requesting exclusion (except that persons in the Settlement Class who were not ChaseHealthAdvance providers shall not be required to include an account number); and (iii) include the following statement: "I/we request to be excluded from the settlement in the Animal Medical action." No request for exclusion will be valid unless all of the information described above is included. For any person in the Settlement Class who has more than one account, the exclusion request shall include all accounts. No person in the

Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class.

**To be valid, you must mail your exclusion request postmarked no later than June 13, 2016 to the claims administrator at *Animal Medical Center v. Chase Bank USA, N.A.* Claims Administrator, P.O. Box 43402, Providence, RI 02940-3402.**

**14. If I do not exclude myself, can I sue Chase for the same thing later?**

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Chase or any Released Parties for the claims that this settlement resolves.

**15. If I exclude myself, can I get a benefit from this settlement?**

No. If you ask to be excluded, you will not be able to submit a Claim Form for a settlement payment and you cannot object to the settlement.

**OBJECTING TO THE SETTLEMENT**

**16. How do I tell the Court that I do not think the settlement is fair?**

If you are in the Settlement Class, 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. If you do not provide a written objection in the manner described below, you shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness or adequacy of the settlement or the award of any attorneys' fees and costs and/or service award.

To object, you must make your objection in writing, stating that you object to the settlement in Animal Medical Center of Orland Park, Inc. v. Chase Bank USA, N.A. To be considered by the Court, the written objection must: (i) attach documents establishing, or provide information sufficient to allow the parties to confirm, that the objector is a Settlement Class Member; (ii) include a statement of the specific objections; and (iii) state the grounds for objection, as well as identify any documents which the objector desires the Court to consider.

**To be considered, you must file your objections with the Court and mail your objections to the addresses below no later than June 13, 2016.**

For Plaintiff:

Julie Clark, Esq.  
Edelman, Combs, Lattuner & Goodwin, LLC  
20 South Clark Street, Suite 1500  
Chicago, IL 60603

For Chase:

Julia B. Strickland, Esq.  
Stroock & Stroock & Lavan LLP  
2029 Century Park East  
Los Angeles, CA 90067-3086

**Even if you timely and properly object, to obtain a benefit from this settlement, you must submit a Claim Form. If you object but fail to submit a Claim Form, you will not receive any monetary award.**

**17. What is the difference between objecting and excluding yourself?**

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

## IF YOU DO NOTHING

### 18. What happens if I do nothing at all?

If you do nothing, you will not receive any monetary award and you will give up your rights to sue Chase and/or any other Released Parties on a Released Claim. For information relating to what rights you are giving up, see Question 10.

## THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 12:30 p.m. on July 26, 2016 at the United States District Court for the Northern District of Illinois, 219 S. Dearborn Street, Chicago, Illinois, 60604, in Courtroom 1719. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 16 above, 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 and Plaintiff.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the settlement website for updates.

### 20. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

### 21. 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 16 above. To speak at the Final Approval Hearing, you must also file a document with the Court stating your intention to appear. For this document to be considered, it must include your name, address, telephone number and your signature. The document must be filed with the Court no later than June 13, 2016. You cannot speak at the hearing if you exclude yourself from the settlement.

## GETTING MORE INFORMATION

### 22. How do I get more information?

This notice is only a summary of the proposed settlement. You can get a copy of the Settlement Agreement by visiting the settlement website, [www.AnimalMedicalCenterTCPASettlement.com](http://www.AnimalMedicalCenterTCPASettlement.com), or you can write to the address listed in section 5 above, or call the Toll-Free Settlement Hotline, 1-866-542-0371.

**DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, CHASE OR CHASE'S COUNSEL ABOUT THE SETTLEMENT. ALSO, TELEPHONE REPRESENTATIVES WHO ANSWER CALLS MADE TO THE TOLL-FREE NUMBER ARE NOT AUTHORIZED TO CHANGE THE TERMS OF THE SETTLEMENT OR THIS NOTICE.**