

Stemple v. QC Holdings, Inc.
3:12-cv-01997-BAS-WVG (S.D. Cal)
United States District Court
Southern District of California
www.stemplecpasettlement.com

Frequently Asked Questions

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1. Why did I get a postcard?

QC Holdings, Inc.’s (“QC” or “Defendant”) records indicate that although you are a non-customer, you may have been called on a cell phone, either with an automated telephone dialing system or by an artificial or prerecorded voice message, by QC without your consent between August 13, 2008 through August 13, 2012 (the “Class Period”). QC’s records list the cell phone numbers that were called during the Class Period, but do not necessarily include the names of the persons associated with the cell phone numbers that were called. Therefore, the postcard notice has been sent to all persons associated with accounts with cell phone numbers that were called during the Class Period. If you believe you may have been called on your cell phone number by QC during the Class Period, you may contact the Claims Administrator to confirm whether your cell phone number was called. If your cell phone number matches one of the cell phone numbers called by QC, you may be entitled to receive a payment. If your cell number was not called during the Class Period, you are not eligible to make a claim.

2. What if I did not get a postcard?

If you did not receive a postcard regarding the class action Settlement in this case, it is likely because QC does not have address information for you, or the address information is incomplete or inaccurate. However, if your cell phone number was called by QC during the Class Period, you may still contact the Claims Administrator to confirm whether you are eligible to make a claim under the terms of the current settlement. If your cell phone number matches one of the cell phone numbers called by QC, you may be entitled to receive a payment. If your cell number was not called during the Class Period, you are not eligible to make a claim.

3. What is this lawsuit about?

Paul Stemple (“Stemple”), the Plaintiff in this lawsuit, alleges that QC, the defendant in this lawsuit, violated the Telephone Consumer Protection Act (“TCPA”) by calling non-customers on their cell phones for debt collection purposes with either an automated telephone dialing system or by an artificial or prerecorded voice message, without the person’s prior express consent. The lawsuit is entitled *Stemple v. QC Holdings, Inc.*, Case No. 3:12-cv-01997-BAS-WVG (Southern District of California) (the “Action”). The TCPA provides that a plaintiff may seek statutory damages of up to \$500 for each call placed, or up to \$1,500 for each call placed willfully. QC denies that it violated the TCPA. This settlement provides class members less than what they might have received if they succeeded in taking an individual case to judgment against QC. Also, the TCPA does not provide for the recovery of attorneys’ fees. Prior to settlement, this Action was certified as a class action covering only class members in California. The settlement covers class members called nationwide by Defendant.

4. Am I included in the Settlement class?

The persons in the Settlement class (the “Settlement Class Members” or “Class Members”) are defined as:

All persons or entities within the United States whose 10-digit cellular telephone numbers were listed by an account holder in the Employment and/or Contacts fields, but were not listed in the Personal fields, of a customer loan application produced to Defendant, and who were called by Defendant using an ATDS and/or an artificial or prerecorded voice for the purpose of collecting or attempting to collect an alleged debt from the account holder, between August 13, 2008 and August 13, 2012.

5. What are the terms of the Settlement?

The Court did not decide in favor of either side. Instead, both sides have voluntarily agreed to a settlement before any trial, which provides for several benefits:

“Settlement Fund” means an all-in, non-reversionary payment of One Million Five Hundred Thousand Dollars (\$1,500,000.00). The Settlement Fund shall pay for: (1) notice and Settlement administration costs, (2) attorneys’ fees and costs to Class Counsel, as approved by the Court, (3) an incentive award, if any, to named Plaintiff (Paul Stemple), and (4) Class recovery on a pro rata basis to Class Members who submit a Valid Claim Form. An exact estimated pro rata distribution amount paid per class member is determined based on the number of claims filed. The estimated class size is 31,230 persons. If all class members filed a valid and timely claim, each class member would receive approximately \$26.04. Based on statistical claims rate, it is Class Counsel’s best estimate that each claiming class member will receive between \$868.08 and \$1,302.12.

6. How can I make a claim for monetary payment?

You may make a claim for monetary payment in two ways:

(1) Submitting a claim online at the website:

www.stempletcpasettlement.com; or

(2) Submitting a claim in writing by completing the claim form received by mail or downloaded from the settlement website and mailing the completed claim form to the Claims Administrator by the Claims Deadline.

You must include your:

- a. name;
- b. claim number, if you received a the postcard sent to you about the Settlement;
- c. cell phone number on which you were called; and,
- d. current address for receipt of the Settlement payment, if different from the postcard notice address.

After your claim is submitted, if the Claims Administrator, KCC, determines that your cell phone number is on the list of those called by QC, your claim will be processed. Only one claim may be submitted per cellular telephone number called by Defendant. If the Claims Administrator determines that your cell phone number is not on the list of those called by QC, or if your claim is incomplete, you will receive a deficiency notice from the Claims Administrator.

Claim forms submitted by mail must be sent to the following address:

Stemple v. QC Holdings, Inc.
Claims Administrator
P.O. Box 40007
College Station, TX 77842-4007

7. What is the deadline to submit a claim?

All calls or online claims must be made on or before close of business on **August 23, 2016**. If you submit your claim by mail, your claim must be postmarked on or before this date.

8. When would I get my payment?

The Court will hold a Final Approval or Fairness Hearing on **November 7, 2016, at 10:30 a.m.**, which may be rescheduled by the Court, to decide whether to grant final approval of the Settlement. Please check the Settlement Website for updates. If Judge Bashant grants final approval, and there is no appeal of the approval ruling, the ruling will become final by law in thirty days from the date of the ruling, or it will become final on the date of entry of the ruling if there is no person with standing to appeal. The Claims Administrator will attempt to pay all claims within 30 days of the date an escrow account is created to fund the Settlement by Defendant, which is no later than six months after the Court issues a final approval order. Also, there may be appeals. If so, the approval order does not take effect until those appeals are resolved. It is always uncertain whether and when appeals would be resolved, and payment under this Settlement cannot be made until the approval order is final.

9. In return for Settlement benefits, what am I giving up?

The full terms of this Release are contained in the Settlement Agreement which is available on the settlement website, or at the public court records on file in this lawsuit. You will release (give up) the right to sue QC and its subsidiaries for any claims that arise out of or relate in any way to the facts alleged in this case, including the allegation that QC called your cellular telephone number with an automatic telephone dialing system or prerecorded voice message without your prior express consent, during the Class Period. Individual calls that violate the TCPA could be worth up to \$500 for negligent violation and \$1,500 for willful violations. It also means that all of the Court’s orders will apply to you and legally bind you. By staying in the Class, you agree to release any claims, known and unknown, arising from the facts alleged in this lawsuit. The full text of the Release of Claims sections of the Settlement Agreement are set forth in the Appendix at the end of this Notice on page 5.

You are releasing those “Released Claims” against the “Released Parties”, which means you release QC and all of its former, present and future direct and indirect parents, affiliates, subsidiaries, successors and predecessors and all of their respective former, present and future officers, directors, shareholders, employees, servants, agents, attorneys, representatives, independent contractors and vendors (collectively the “Released Parties”) from any and all actions, causes of action, obligations, costs, expenses, damages,

losses, claims, liabilities, and demands, of whatever character, known or unknown, to the date hereof, arising out of, relating to, or in connection with, the Action and the administration of this settlement.

10. How do I get out of the Settlement?

If you do not want to participate in this Settlement, or you want to keep the right to sue or continue to sue QC on your own, then you must take steps to get out of the Settlement. This is called “excluding yourself” from, or “opting out” of, the Class.

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from the Settlement in *Stemple v. QC Holdings, Inc.*, Case No. 3:12-cv-01997-BAS-WVG (S.D. Cal.). Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **September 2, 2016** to the Claims Administrator at the following address:

Stemple v. QC Holdings, Inc.
Claims Administrator
P.O. Box 40007
College Station, TX 77842-4007

You cannot exclude yourself by telephone or by email. If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You also will not be legally bound by anything that happens in the Action.

11. If I do not exclude myself, can I sue Defendant for the same thing later?

No.

12. Do I have a lawyer in this case?

The Court appointed the law firms of Kazerouni Law Group, APC, Hyde & Swigart, and the Law Offices of Todd M. Friedman, P.C. to represent you and other Settlement Class Members. Their contact information is below. These lawyers are called Class Counsel. If you want your own lawyer, you may hire one at your own expense and enter an appearance through your own counsel.

13. How will the lawyers, class representative and administrator be paid?

At the final approval hearing Class Counsel will seek attorneys’ fees that will not exceed 30% of the \$1,500,000 maximum settlement amount and actual litigation costs not to exceed \$50,000. In addition, Class Counsel will seek a service award not to exceed \$5,000 for Plaintiff Paul Stemple (the Class Representative), and class notice and administrative costs estimated at \$181,695.

14. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, and you want to object to the settlement if you do not like any part of it, the deadline to object is **September 2, 2016**. To object, you must send a letter saying that you object to the settlement in *Stemple v. QC Holdings, Inc.*, Case No. 3:12-cv-01997-BAS-WVG (S.D. Cal.). Be sure to include your name, address, telephone number, your signature, the reason/s you object to the Settlement and any supporting documents. Additional requirements to object are explained in the Settlement Agreement. Mail the objection to each of the following addresses no later than **September 2, 2016**.

	<u>Class Counsel</u>	<u>Defense Counsel</u>
Clerk of the Court U.S. District Court Southern District of California 221 West Broadway, Ste. 4145 San Diego, CA 92101	HYDE & SWIGART Joshua B. Swigart, Esq. 2221 Camino Del Rio South Suite 101 San Diego, CA 92108	SHOOK HARDY & BACON LLP Rebecca J. Schwartz, Esq. 2555 Grand Blvd. Kansas City, MO 64108

You may also ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *Stemple v. QC Holdings, Inc.*, Case No. 3:12-cv-01997-BAS-WVG (S.D. Cal.).” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **September 2, 2016**, and be sent to the Clerk of the Court, Class Counsel and Defense Counsel at the above addresses.

You cannot object or speak at the hearing if you “excluded yourself” from the Class.

15. What is the difference between “objecting” and “excluding” yourself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class, which you must do if you want to file your own lawsuit against Defendant. If you exclude yourself, you have no basis to object because the case no longer affects you.

16. When and where is the fairness hearing?

The Court will hold a final fairness hearing on **November 7, 2016, at 10:30 a.m.** at the U.S. District Court, Southern District of California, 221 West Broadway, San Diego, CA 92101, Courtroom 4B, before the Honorable Cynthia Bashant. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. If anyone has asked in advance to speak at the hearing, Judge Bashant will listen to them at that time. The Court will decide after the hearing whether to approve the Settlement as fair and reasonable, to give final approval to the amount of attorneys’ fees and costs of notice and claims administration to be paid from the Settlement Fund, and to the incentive payment from the Settlement Fund to be provided to the Class Representative for bringing and litigating this Action. We do not know how long these decisions will take.

17. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Bashant may have that are directed to the Class. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it.

18. What if I do nothing at all?

If you do nothing, you will be part of the Class and you will receive the benefits detailed above, including the monetary payment if you make a valid and timely claim.

You will also be precluded from being part of any other lawsuit against QC or any other released party relating to the Released Claims in this case. It also means that all of the Court’s orders will apply to you and legally bind you.

19. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement, and more details are in the Settlement Agreement, which can be downloaded [here](#) and is part of the Court’s file, a public record. You can get a copy of the Settlement Agreement or review any other part of the papers relating to the lawsuit by examining the records of this case, *Stemple v. QC Holdings, Inc.*, Case No. 3:12-cv-01997-BAS-WVG (S.D. Cal.) at the Clerk’s office at the U.S. District Court, Southern District of California, 221 West Broadway, San Diego, CA 92101, Courtroom 4B. The clerk’s office has the ability to make copies of any such public documents for you. Also, all filed (and unsealed) documents in the case, including the Settlement documents, are available for viewing online for a fee through the Court’s PACER document review system. You may contact the Claims Administrator toll-free at 1-844-848-0953 or by writing the Claims Administrator at *Stemple v. QC Holdings, Inc.* Claims Administrator, P.O. Box 40007, College Station, TX 77842-4007.

Important Dates

Date	Deadline
Deadline to Submit Claim	August 23, 2016
Deadline to Opt-Out	September 2, 2016
Deadline to Object	September 2, 2016
Final Fairness Hearing	November 7, 2016

- To participate in the Settlement, download a claim form [here](#).

Appendix

Stemple and each Class Member, (other than those persons who have timely and properly filed an Exclusion Request), on behalf of themselves and their agents, administrators, servants, employees, representatives, assigns, heirs, executors, trustees, joint venturers, partners, successors, predecessors and attorneys, and each of them (collectively the "Releasing Persons"), hereby jointly and severally release and discharge QC and all of its former, present and future direct and indirect parents, affiliates, subsidiaries, successors and predecessors and all of their respective former, present and future officers, directors, shareholders, employees, servants, agents, attorneys, representatives, independent contractors and vendors (collectively the "Released Parties") from any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, and demands, of whatever character, known or unknown, to the date hereof, arising out of, relating to, or in connection with, the Action and the administration of this settlement.

Each Party acknowledges that it/he may hereafter discover facts different from, or in addition to, those which it/he now claims or believes to be true with respect to the claims released herein, and agrees that this Settlement Agreement shall remain effective in all respects notwithstanding the discovery of such different, additional or unknown facts. The Parties hereby expressly waive any rights they may have under California Civil code Section 1542 or any other similar statute of any other state.

In entering into this Settlement Agreement, each Party assumes the risk of any misrepresentation, concealment or mistake. If either Party should discover subsequent to Final Judgment that any fact relied upon by it/him in entering into this Settlement Agreement was untrue, or that any fact was concealed from it/him, or that its/his understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation, any alleged right or claim to set aside or rescind this Settlement Agreement. This Settlement Agreement is intended to be, and is final and binding between the Parties hereto, regardless of any claims of misrepresentation, promise made without the intention to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.