

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OREGON
(PORTLAND DIVISION)

**You May Be Entitled to a Payment Under a Class Action
Settlement Relating to Service Fees Collected from You in Debt
Collection Lawsuits Filed by Gordon, Aylworth & Tami, P.C.**

*The United States District Court for the District of Oregon authorized this Notice.
This is not a solicitation from a lawyer.*

- A class action lawsuit alleges that, among other things, law firm Gordon, Aylworth & Tami, P.C. (“GAT”) misrepresented its right and authority to collect a \$45 service fee charged by its alter ego sister entity Vision Investigative Service, LLC. (“Vision”), in violation of the Fair Debt Collection Practices Act (FDCPA), Oregon’s Unlawful Trade Practices Act (“UTPA”), and Oregon’s Unlawful Debt Collection Practices Act (OUDCPA), and was unjustly enriched, thereby causing the plaintiffs and other similarly situated Class Members who paid the service costs actual damages and statutory damages provided by these consumer protection statutes. The case is known as *MacCartney, et al. v. Gordon, Aylworth & Tami, P.C., et al.* (Case No. 3:18-cv-00568-AC) (D. Or.).
- GAT and Vision (collectively “Defendants”) deny any liability in the lawsuit.
- For settlement purposes, the Court certified the class action lawsuit on behalf of: (a) All individual consumers with Oregon addresses; (b) Who GAT filed a lawsuit against to collect a consumer debt on behalf of its clients on or after April 3, 2017; (c) Who were served by Vision prior to January 1, 2018; (d) Who had lawsuits filed against them in which GAT submitted a statement for costs and disbursements claiming Vision’s service fees were billed directly to the client and not overhead expenses, the service fees reflected the actual costs of the service, or the expedited service was necessary, and those requested costs for Vision’s service fees were awarded by the Court; and (e) Who paid Vision’s service fees.
- This Notice informs you that the Class has been conditionally certified for settlement purposes by the Court, and that you may be a member of the Class, and also that the parties have reached an agreement to settle the lawsuit. As a Class Member, you may be entitled to receive a payment under the Settlement.
- Under the proposed Settlement, Defendants will pay each eligible Class Member \$245, at or close to, the maximum that could have been awarded if the case had proceeded all the way through trial.
- Class Counsel will also ask the Court to separately issue an award of attorneys’ fees and costs, which will be paid by Defendants. This award will not affect the \$245 payment to each eligible Class Member.
- Defendants also will also separately pay the costs to administer the Settlement. This amount will not affect the \$245 payment to each eligible Class Member.
- **Your legal rights are affected whether you act or don’t act. Please read this Notice carefully.**

Questions? Call toll-free at 1-844-929-4696 or Visit www.VisionClassSettlement.com

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
EXCLUDE YOURSELF BY JANUARY 25, 2022	Get no payment under the Settlement. This is the only option that allows you to be part of any other lawsuit against Defendants about the legal claims in the case.
OBJECT BY JANUARY 25, 2022	Write to the Court about why you don't like the Settlement. You can do this only if you don't exclude yourself.
GO TO THE HEARING ON APRIL 19, 2022	Ask to speak in Court about the fairness of the Settlement. You can do this only if you don't exclude yourself.
DO NOTHING	You will receive a payment under the Settlement if you are an eligible Class Member and are giving up your rights to assert any claims against Defendants about the legal claims in the case.

- This Notice explains these rights and options—**and the deadlines to exercise them**. The Court must decide whether to approve the Settlement as part of the process described in this Notice. Payments will be made if the Court approves the Settlement.

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BASIC INFORMATION

1. Why did I get a Notice?

You may have received a postcard notice by mail to the last known address that GAT had for you. The postcard notice referred you to an informational website which included this more detailed Notice. The postcard notice also referred you to a toll-free telephone number that you can call for more information.

The Court ordered that a Notice be sent to you because you have been identified as a potential Class Member of a certified settlement class in a class action lawsuit, and also because you have a right to know about the proposed Settlement of the class action against Defendants, and about your options, before the Court decides whether to approve the Settlement. If the Court approves it, a Class Administrator will authorize the payments that the Settlement allows.

This Notice explains the lawsuits, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. Please read this Notice carefully.

The United States District Court for the District of Oregon (Portland Division) has jurisdiction over this proposed Settlement. The persons who sued are called the Plaintiffs, and the companies they sued (GAT and Vision) are called the Defendants.

2. What is the lawsuit about?

GAT is a debt collection law firm that sues consumers to collect debts owed to its clients. Vision is a company that was operated out of the same location as GAT, which GAT used to serve legal documents on consumers, including summons and complaints alleging that consumers owed debts to GAT's clients.

Representative Plaintiffs filed a proposed class action lawsuit against Defendants under the caption *Chase, et al. v. Gordon, Aylworth & Tami, P.C. et al.* (Case No. 3:18-cv-00568-AC) (D. Or.) (The "Action"). In the Action, Representative Plaintiffs claimed, among other things, that GAT misrepresented its right and authority to collect a \$45 service fee charged by its alter ego sister entity Vision Investigative Service, LLC. ("Vision") in violation of the Fair Debt Collection Practices Act (FDCPA), Oregon's Unlawful Trade Practices Act ("UTPA"), and Oregon's Unlawful Debt Collection Practices Act (OUDCPA), and was unjustly enriched, thereby causing the plaintiffs and other similarly situated Class Members who paid the service costs actual damages and statutory damages provided by these consumer protection statutes. Defendants deny all allegations of wrongdoing and have asserted defenses in the Action. The proposed Settlement is not an admission of wrongdoing.

3. Why is this a class action?

In a class action, one or more people, called Representative Plaintiffs, sue on behalf of people who have similar claims. In this case, the current Representative Plaintiffs are Eric MacCartney and Luanne Mueller. One of the original Representative Plaintiffs, Carlton Chase, was dismissed as a Representative Plaintiff during the litigation. One court resolves the issues for all Class Members, except those who exclude themselves from the Class. The Court has certified the class action, and you have been identified as a member of the Class because GAT filed a lawsuit against you to collect a consumer debt on behalf of its clients on or after April 3, 2017. The Court has jurisdiction over the case in which the parties have submitted this Settlement for approval.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial as well as the risk that Defendants might prevail at a trial, and settlement benefits go to the Class Members. The Representative Plaintiffs and their attorneys think the Settlement is best for the Class Members.

WHO IS IN THE SETTLEMENT?

To see if you may qualify for payment from this Settlement, you first have to determine whether you are a Class Member.

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

The Court has decided that everyone who fits this description is a Class Member: (a) All individual consumers with Oregon addresses; (b) Who GAT filed a lawsuit against to collect a consumer debt on behalf of its clients on or after April 3, 2017; (c) Who were served by Vision prior to January 1, 2018; (d) Who had lawsuits filed against them in which GAT submitted a statement for costs and disbursements claiming Vision's service fees were billed directly to the client and not overhead expenses, the service fees reflected the actual costs of the service, or the expedited service was necessary, and those requested costs for Vision's service fees were awarded by the Court; and (e) Who paid Vision's service fees.

6. Who is not included in the Class?

Among others, the Class does *not* include Defendants, any entity that has a controlling interest in either Defendant, Defendants' current or former directors, officers, counsel, and their immediate families. The Class also does not include any persons who validly request exclusion from the Class.

7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can visit the Settlement Website, www.VisionClassSettlement.com, for more information. You may also call the Class Administrator toll-free at 1-844-929-4696.

THE SETTLEMENT BENEFITS — WHAT YOU GET

8. What does the Settlement provide?

As part of the settlement, Defendants agree to fund a settlement fund comprised of \$245 payments to each Class Member. That settlement fund will be distributed by the Class Administrator, according to the terms of the Settlement Agreement.

If you are an eligible Class Member, you will receive a payment from the settlement fund if you remain in the Class.

9. What can I get from the Settlement?

If you are an eligible Class Member, you will receive a payment of \$245. If you were one of the few individuals who were sued multiple times by GAT during the one-year period in the class definition, you will receive a \$245 payment for each such instance.

HOW YOU GET PAYMENT

10. How can I get payment?

If you are a Class Member, a Settlement Payment will be sent to you in accordance with the Court's Order. You will not need to make a claim or file any papers in order to receive a payment.

11. When would I get a payment?

The Court will hold a hearing on **April 19, 2022**, at **9:30 a.m.**, to decide whether to approve the Settlement. If the Court approves the Settlement at or after that hearing, 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. Please be patient.

The proposed Settlement contemplates distributing payments to Class Members no later than 45 days from the date the Settlement becomes final and is not subject to appeal.

12. What am I giving up if I remain in the Class?

Unless you exclude yourself, you stay in the Class as a Class Member, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Defendants or other related Released Parties about the legal issues in this Action. If the Settlement is approved and becomes final and not subject to appeal, then you and all Class Members release all "Released Claims" against all "Released Parties."

"Released Claims" means any and all claims or causes of action whether under federal statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, that arise out of or relate in any way to the claims in the Action, and could have been brought by any Class Member, on or before the date that this Agreement is executed, but does not include the claims or causes of action of any person or entity who is not a Class Member as defined by this Agreement.

"Released Parties" means Defendants and their respective affiliates, parents, direct and indirect subsidiaries, agents, insurers (including the Professional Liability Fund), and any company or companies under common control with any of them, and each of their respective predecessors, successors, past and present officers, directors, employees, agents, servants, accountants, attorneys, advisors, shareholders, insurers, representatives, partners, vendors, issuers, and assigns.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this Settlement, and you want to keep any right you may have to sue or continue to sue Defendants or other Released Parties on your own about the Released Claims, then you must take steps to remove yourself from the Class. This is called excluding yourself — and is sometimes referred to as "opting out" of the Class.

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a signed letter by mail stating that you “want to opt out of the GAT Class Settlement.” Please be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **January 25, 2022**, to:

GAT Class Administrator
c/o JND Legal Administration
P.O. Box 91398
Seattle, WA 98111

You can’t exclude yourself on the phone or by fax or email.

14. What is the effect if I exclude myself from this Settlement?

If you ask to be excluded, you will not get any payment from this Settlement. Also, you cannot object to the Settlement. You will not be legally bound by anything that happens in the Action. You may be able to sue (or continue to sue) Defendants in the future about the legal issues in this case.

15. If I don’t exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up your right to sue Defendants and the other Released Parties for the claims that this Settlement resolves. You must exclude yourself from *this* Class to pursue your own lawsuit. Remember, your exclusion request must be postmarked on or before **January 25, 2022**.

16. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not get any payment from this Settlement. You may exercise any right you may have to sue, continue to sue, or be part of a different lawsuit against the Defendants and the other Released Parties.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in the case?

The Court appointed Michael Fuller of OlsenDaines, P.C., Kelly D. Jones of the Law Office of Kelly D. Jones, and Matthew Sutton of the Law Office of Matthew Sutton to represent the Class. These lawyers are called Class Counsel. You will not be charged for these lawyers. The Court will determine the amount of Class Counsel’s fees and expenses, which Defendants will pay separately to Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel will request from the Court an award of attorneys’ fees, costs, and expenses that were reasonably incurred, and will continue to be reasonably incurred, to litigate this Action, to secure the Settlement for the Class, and to continue to protect the Settlement and the rights of the Class Members. The amount awarded by the Court for Class Counsel’s attorneys’ fee, costs, and expenses will not detract

from the amounts to be paid to Class Members. You have the right to object to the requested fees and expenses and awards. Defendants will also separately pay the costs to administer the Settlement, above the amount paid to the Class Members.

Class Counsel will file their papers in support of final approval of the Settlement by February 15, 2022, and their application for attorneys' fees, costs, and expenses by December 28, 2021. These papers will also be posted on the Settlement Website, www.VisionClassSettlement.com.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

19. How do I tell the Court if I don't like the settlement?

If you are a Class Member, 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 a signed letter saying you object to the proposed Settlement in *MacCartney, et al. v. Gordon, Aylworth & Tami, P.C., et al.* (Case No. 3:18-cv-00568-AC) (D. Or.). Be sure to include your name, address, telephone number, statement that you are a Class Member, your signature, and state the reasons why you object to the Settlement. Your objection and any supporting papers must be mailed to the Court at the following address and postmarked no later than **January 25, 2022**.

**Clerk of the Court United States District Court
Mark O. Hatfield U.S. Courthouse
1000 S.W. Third Ave.
Portland, OR 97204**

20. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. 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 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.

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on **April 19, 2022, at 9:30 a.m.** at the Mark O. Hatfield U.S. Courthouse, 1000 S.W. Third Ave., Portland, OR 97204. At this hearing, the Court will consider whether the proposed 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 consider how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

22. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court and talk about it. As long as your written objection is received on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary. Finally, you may seek to intervene in the Action, but you don't need to do so.

23. May I speak at the hearing?

You may 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 "*MacCartney, et al. v. Gordon, Aylworth & Tami, P.C., et al.* (Case No. 3:18-cv-00568-AC) (D. Or.)." Be sure to include your name, address, telephone number, a statement that you are a Class Member, and your signature. Your Notice of Intention to Appear must be mailed to the Clerk of the Court, at the address listed in Question 19, and postmarked no later than **January 25, 2022**. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Class and you will receive a payment. If you do not exclude yourself from the Class, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the Released Parties about the legal issues in this case, ever again.

GETTING MORE INFORMATION

25. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details appear in the Class Action Settlement Agreement (the "Settlement Agreement"). Copies of the Settlement Agreement and the pleadings and other documents relating to the case are on file at the United States District Court for the District of Oregon (Portland Division) and may be examined and copied at any time during regular office hours at the Office of the Clerk, Mark O. Hatfield U.S. Courthouse, 1000 S.W. Third Ave., Portland, OR 97204. The Settlement Agreement is also available on the Settlement Website, www.VisionClassSettlement.com.

26. How do I get more information?

You can visit the Settlement Website at www.VisionClassSettlement.com, where you will find answers to common questions about the Settlement, plus other information, including a copy of the Settlement Agreement. You may also call this toll-free number for more information: 1-844-929-4696. You may also write to: GAT Class Administrator, c/o JND Legal Administration, P.O. Box 91398, Seattle, WA 98111. **You should not direct questions to the Court.**

Dated: October 27, 2021

By Order of the Court
CLERK OF THE COURT