

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA**

DIANA MEY, individually and on  
behalf of a class of all persons and  
entities similarly situated,

Plaintiff

vs.

INTERSTATE NATIONAL DEALER  
SERVICES, INC., ALL AMERICAN  
AUTO PROTECTION, INC., DAVID  
CUNNINGHAM, and US DIRECT  
PROTECT.

Defendants.

Case No. 1:14-cv-01846-ELR

CLASS ACTION

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

**THIS NOTICE CONCERNS SETTLEMENT OF A LAWSUIT THAT  
MAY ENTITLE YOU TO RECEIVE A PAYMENT**

This is a Notice of a proposed Settlement in a class action lawsuit captioned *Mey v. Interstate National Dealer Services, Inc.*, No. 14-CV-01846, pending in the U.S. District Court for the Northern District of Georgia (“the Lawsuit”). The Settlement would resolve a lawsuit brought on behalf of persons who received calls allegedly made by or on behalf of Interstate National Dealer Services, Inc. (“Interstate”) that were made for the purpose of marketing automobile warranties to (a) telephone numbers listed on the National Do Not Call Registry and/or (b) wireless telephone numbers.

**WHAT IS THE LAWSUIT ABOUT?**

The lawsuit alleges that telemarketing calls made by or on behalf of Interstate violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”). Interstate maintains that it did not make any unsolicited telemarketing calls, or

authorize any service providers to do so. Further, Interstate maintains that it has strong, meritorious defenses to the claims alleged in the Action and that it was prepared to vigorously defend all aspects of the Action. Nonetheless, Interstate has agreed to the Settlement to avoid the further expense, inconvenience, and distraction of burdensome litigation. The Court has preliminarily approved this class action settlement. There are two Settlement Classes. You are a member of a Settlement Class if, between June 12, 2010, and January 28, 2016, you meet the criteria for one or both of the following classes:

#### CLASS ONE

All persons within the United States who, within a twelve-month period: (1) were called for telemarketing purposes more than once by or on behalf of Interstate; and (2) at the time of the calls, had the telephone number called registered on the National Do Not Call Registry

#### CLASS TWO

All persons within the United States who were called on a cellular telephone number by or on behalf of Interstate.

The following Persons are excluded from the Settlement Classes: Interstate; any parent, subsidiary, officer, director, or employee of Interstate as of the entry of the Preliminary Approval Order; Class Counsel; the Settlement Administrator; the Mediator; and any judge presiding over the Action.

### **WHAT IS A CLASS ACTION?**

In a class action, one or more people or entities, called “class representatives” (in this case, Diana Mey), sue on behalf of people who have similar claims. All of those people together are a “class” or “class members.” The Settlement in this Lawsuit, if approved by the Court, resolves the claims of all Settlement Class members, except for those who exclude themselves from the Settlement Classes.

### **WHY IS THERE A SETTLEMENT?**

The Court did not decide in favor of the Plaintiff or Interstate. Instead, both sides have agreed to a Settlement. This avoids the cost, risk, and delay of trial. Under the Settlement, members of the Settlement Classes will have the opportunity to obtain a payment in exchange for giving up certain legal rights. The Class Representative

and the lawyers who brought the Lawsuit (“Class Counsel”) think the Settlement is best for all Settlement Class members.

## **WHAT DOES THE SETTLEMENT PROVIDE?**

The total amount of the Settlement Fund is \$4,200,000. Class Counsel (listed below) will ask the Court to award them \$1,400,000 in attorneys’ fees in addition to their expenses for the time and effort they put into this case. The Class Representative also will apply to the Court for a payment of \$15,000 in recognition of her service to the Settlement Classes. Any amounts awarded to Class Counsel and the Class Representative will be paid from the Settlement Fund. The Settlement Fund also will cover costs associated with notice and administration of the Settlement. These costs include the cost of mailing and publishing notice of the Settlement, as well as the costs of administering the Settlement Fund. Attorneys’ fees, the Class Representative’s service payment, and the expenses of notice and administration will be deducted from the Settlement Fund before the balance is divided and distributed to Settlement Class members who submit valid claims.

## **HOW MUCH WILL I BE PAID?**

If the Court approves the Settlement, every Settlement Class member who submits a claim that the Settlement Administrator determines is valid will be entitled to an equal payment from the Settlement Fund. That is, the amount of the Settlement Fund available for distribution will be divided equally—sometimes referred to as “pro rata”—among all Settlement Class members who submit valid claims.

## **YOUR OPTIONS**

Your choices are to:

1. **Submit a Claim.** If the Court approves the Settlement, every Settlement Class member who submits a valid claim will be entitled to an equal, pro rata payment from the Settlement Fund. To be eligible to receive a payment from the Settlement Fund, you must submit a complete claim form by no later than March 24, 2016. You can obtain a claim form from the Settlement Administrator by calling 866-963-9977, or you can complete an online claim form at [AutoWarrantyTCPA.com](http://AutoWarrantyTCPA.com). Claim forms that are not fully and truthfully completed will not be approved. If you are a member of a Settlement Class and you submit a claim, and the Settlement is finally approved by the Court, you will be bound by all of the terms of the Settlement, including the releases of claims against Interstate and the other Released Parties.

2. **Do Nothing.** If you are a Settlement Class member and you do nothing, and the Settlement is finally approved by the Court, you will be bound by all of the terms of the Settlement, including the releases of claims, but you will not be eligible to receive a payment from the Settlement Fund.
3. **Exclude yourself.** You may “opt out” and exclude yourself from the Settlement. If you opt out, you will not be eligible to receive any payment, and you will not release any claims you may have—you will be free to pursue whatever legal rights you may have at your own risk and expense. To exclude yourself from the Settlement, you must mail a request for exclusion to the Settlement Administrator, Auto Warranty TCPA Administrator, EXCLUSIONS, PO Box 170700, Milwaukee WI 53217, postmarked by March 24, 2016, that includes your full name, address, telephone number or numbers that you maintain were called, a statement that you wish to be excluded from the Settlement, and your personal signature. A request to be excluded that does not comply with all of the above criteria will be considered invalid. If you make such an invalid exclusion request, you will be bound by all of the terms of the Settlement, if finally approved by the Court, including the releases of claims, but you will not be eligible to receive a payment from the Settlement Fund.
4. **Object to the Settlement.** You may object to the Settlement by submitting a written objection in *Mey v. Interstate National Dealer Services, Inc.*, Civil Action No. 14-CV-01846, to the Clerk of Court, United States District Court for the Northern District of Georgia, 75 Ted Turner Dr. SW, Atlanta, GA 30303, postmarked by March 24, 2016. You must also send a copy of your objection to the Settlement Administrator, the Auto Warranty TCPA Administrator, OBJECTIONS, PO Box 170700, Milwaukee WI 53217, also postmarked by March 24, 2016. Any objection to the Settlement must include your full name; address; telephone numbers that you maintain were called; all grounds for your objection, with factual and legal support for each stated ground; the identity of any witnesses you may call to testify; copies of any exhibits that you intend to introduce into evidence at the Final Approval Hearing; and a statement of whether you intend to appear at the Final Approval Hearing with or without counsel. Attendance at the hearing is not necessary; however, persons wishing to be heard orally (either personally or through counsel) in opposition to the approval of the Settlement are required to file a timely objection as set forth above. If you submit an objection to the Settlement that does not meet the above criteria, your objection will be considered invalid and waived, such that you

will be barred from making that objection in this Lawsuit or any other action or proceeding.

### **HOW CAN I SUBMIT A CLAIM TO RECEIVE A PAYMENT?**

To submit a claim, complete and submit a timely Claim Form no later than March 24, 2016. You may submit a Claim Form online through the Settlement website, [AutoWarrantyTCPA.com](http://AutoWarrantyTCPA.com), or by obtaining a Claim Form from the Settlement Administrator by calling 866-963-9977 and mailing it back to the Settlement Administrator at Auto Warranty TCPA Claims, PO Box 170800, Milwaukee WI 53217. If your claim is approved, and you receive a check from the Settlement Administrator, **YOU MUST CASH THE CHECK WITHIN 90 DAYS OF THE DATE IT WAS ISSUED.** If you do not cash the check within 90 days of the date it was issued as indicated on the check, you agree that you waive your claim for payment and the check shall be rescinded and void and an amount equal to the amount of uncashed checks may be distributed pro rata to class members who did cash their checks.

### **WHEN WILL I BE PAID?**

If the Court approves the Settlement, you will be paid after the court order becomes final. If there is an appeal of the Settlement, payment may be delayed. The Settlement Administrator will provide information about the timing of payment at [AutoWarrantyTCPA.com](http://AutoWarrantyTCPA.com).

### **WHO REPRESENTS THE SETTLEMENT CLASS?**

The attorneys who have been appointed by the Court to represent the Settlement Classes as Class Counsel are:

Edward A. Broderick  
Anthony I. Paronich  
Broderick Law, P.C.  
99 High St., Ste. 304  
Boston, MA 02110

Matthew P. McCue  
The Law Office of  
Matthew P. McCue  
1 South Ave., 3rd Floor  
Natick, MA 01760

Steven H. Koval  
The Koval Firm, LLC  
3575 Piedmont Road  
15 Piedmont Ctr., Ste. 120  
Atlanta, GA 30305

## **SHOULD I HIRE MY OWN LAWYER?**

You don't need to hire your own lawyer because Class Counsel are working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask your lawyer to appear in Court for you if you want someone other than Class Counsel to represent you.

## **WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?**

If the Court gives final approval to the Settlement, Settlement Class members that have not filed valid exclusion requests will be deemed to have released their rights to sue or continue a lawsuit against Interstate and the other Released Parties related to the issues in this Settlement. Giving up your legal claims is called a release.

## **WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a Final Approval Hearing (the "Hearing") at 10:00 a.m. on June 7, 2016. The hearing will be held at the United States District Court for the Northern District of Georgia, 75 Ted Turner Dr. SW, Atlanta, GA 3030. At the Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate and whether to approve the Settlement. The Court will hear objections to the Settlement, if any. At the Hearing, the Court will also consider Class Counsel's request for attorneys' fees of \$1,400,000 in addition to their costs and for an incentive award of \$15,000 to the named plaintiff. The Hearing may be continued at any time by the Court without further notice to you. If the Court does not approve the Settlement, or if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid at this time and the case will continue. The parties may negotiate a different settlement or the case may go to trial.

**DO NOT ADDRESS QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK OF THE COURT OR TO THE JUDGE. MORE INFORMATION ABOUT THE SETTLEMENT IS AVAILABLE AT [WWW.AUTOWARRANTYTCPA.COM](http://WWW.AUTOWARRANTYTCPA.COM) OR TOLL-FREE AT 866-963-9977.**

DATE: FEBRUARY 18, 2016