

CHRISTINA ATTERBURY, Individually
and on behalf of all others similarly situated,
Plaintiff,

v.

EARN COMPANY, et al.

Defendants

**COURT OF COMMON PLEAS
PHILADELPHIA COUNTY**

CIVIL ACTION

APRIL TERM 2021
NO. 00637

Notification of Pending Class Action Suit

YOU ARE NOT BEING SUED

You Are a Member of a Class Action Against Credit Exterminators Inc., Earn Finance Company LLC, Sprinkle of Jesus Corp., Casey D. Olivera a.k.a. Dana Chanel, Donnell Morris a.k.a. Prince Donnell, Cassandra Olivera a.k.a. April, and Nakia Rattray a.k.a. James Allen a.k.a. Uncle Majic the Hip Hop Magician

- A class action lawsuit has been filed against the above named individuals and companies (collectively, “Defendants”) to resolve whether Defendants violated the Credit Repair Organizations Act, 15 U.S.C. § 1679 *et seq.* (“CROA”).
- According to Defendants’ records, you are a member of the Class.
- There has been no money or benefit recovered to date, and there is no guarantee that there will be money or a benefit available in the future. However, the Court did grant a motion certifying a Class, and *you have a choice to make now.*

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

DO NOTHING	Stay in this lawsuit. Await the outcome. Give up certain rights. By doing nothing, you consent to the jurisdiction of the Court of Common Pleas of Philadelphia County as a class member. That means you keep the possibility of getting money or benefits that may come from a class action trial on damages or a settlement. But, you give up any rights to sue Defendants individually and to seek damages for the same legal claims that are in this lawsuit. Similarly, if you do nothing and Defendants win a class action trial on damages, you will lose your claims covered by this lawsuit.
ASK TO BE EXCLUDED	Remove yourself from this class action. Get no benefits or money. Keep certain rights. If you ask to be excluded and money or benefits are awarded later, you will not share in that recovery. But, you keep any rights you may have to individually sue the Bank separately about the same legal claims that are brought in this lawsuit.

- Your options are explained in this notice. To ask to be excluded, you must act before August 3, 2024.
- The Plaintiff and her lawyers must prove the claims against Defendants at trial. If money or benefits are awarded or obtained from Defendants, you will be notified.
- Any questions? Read on, visit **www.CreditExterminatorsClassAction.com**, or call (888) 267-0167.

BASIC INFORMATION

1. Why did I get this notice?

The Court has allowed, or “certified,” a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court holds a trial. The trial is to decide whether the Bank has violated the Credit Repair Organizations Act, and if so, the amount of damages that must be awarded.

2. What is a class action and who is involved?

In a class action lawsuit, one or more people called the “Class Representatives” sue on behalf of other people who have similar claims. In this case, the class representative is Christina Atterbury. All of the people together that have those

claims are called a “Class” or “Class Members.” The individuals and companies sued are called the Defendants. The Defendants in this case are Credit Exterminators Inc., Earn Finance Company LLC, Sprinkle of Jesus Corp., Casey D. Olivera a.k.a. Dana Chanel, Donnell Morris a.k.a. Prince Donnell, Cassandra Olivera a.k.a. April, and Nakia Rattray a.k.a. James Allen a.k.a. Uncle Majic the Hip Hop Magician. One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class. The Court decided that this lawsuit can proceed as a class action and move toward a trial.

3. Why is this lawsuit a class action?

More information about why the Court is allowing this lawsuit to proceed as a class action is found in the Court’s Order Granting Class Certification, which is available at www.CreditExterminatorsClassAction.com.

THE CLAIMS IN THE LAWSUIT

4. What is this lawsuit about?

In the lawsuit, Plaintiff alleges that the Defendants violated the Credit Repair Organizations Act by using contracts that contained an illegal waiver of rights, failed to include adequate disclosures, and required the payment of upfront/advance fees before the provision of any credit repair services. Plaintiff also alleges that by charging or receiving upfront/advance fees that are prohibited by the CROA, Defendants engaged, directly or indirectly, in an act, practice, or course of business that constituted or resulted in the commission of, or an attempt to commit, a deception on consumers in connection with the offer or sale of credit repair organization services, in violation of the CROA.

You can read the Plaintiff’s Complaint at www.CreditExterminatorsClassAction.com.

5. How did Defendants answer?

The Defendants filed an Answer denying that they violated the CROA, and arguing that this case should not proceed as a class action. The Defendants’ Answer is posted on the same website.

6. Has the Court decided who is right?

The Court has not yet decided whether the Bank has violated the law. The Court has simply decided that this case may proceed as a class action.

7. What is the Plaintiff asking for?

The Plaintiff will ask the Court and the jury to award actual damages to each Class Member consisting of all amounts paid toward the Class Member’s credit repair services agreement. Plaintiff will also ask for punitive damages.

8. Is there any money available now?

No money or benefits are available now because neither the Court nor the jury has decided who is right, or how much, if anything, Defendants should pay the Class in damages. There is no guarantee that money or benefits will ever be obtained. If they are, you will be notified unless you exclude yourself from this case.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class (in which case you would do nothing right now) or ask to be excluded before the trial. If you choose to exclude yourself, you have until August 3, 2024, to take action.

9. What happens if I do nothing at all?

You don’t have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit. **By doing nothing, you stay in the Class, and you consent to being in the case.** If you do nothing now, regardless of whether the Plaintiff wins or loses the trial, you will not be able to sue, or continue to sue, the Defendants about the same legal claims that are the subject of this lawsuit. You will also be legally bound by all of the orders and judgments in this case.

10. Why would I ask to be excluded?

If you already have a lawsuit against Defendants for similar claims and want to continue with it, you need to ask to be excluded from the Class. If you exclude yourself from the Class – sometimes called “opting-out” of the Class – you will not get any money or benefits from this lawsuit even if the Plaintiff win damages at trial or there is a settlement. However, you may be able to sue or continue to sue the Defendants on your own. If you exclude yourself, you will not be legally bound by the Court’s Order and Judgment in this class action.

If you start your own lawsuit against Defendants after you exclude yourself, you'll have to seek damages in court, and you may have to hire and pay for your own lawyer for that lawsuit. If you do exclude yourself so that you can start your own lawsuit against Defendants, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations or other time-sensitive requirements.

11. How do I ask the Court to exclude me from the Class?

To ask to be excluded, you must send an "Opt-Out Request" in the form of a letter sent by U.S. Mail or facsimile stating that you want to be excluded from *Atterbury v. Earn Company*. Instructions on submitting a request to opt-out are also on the class action website, www.CreditExterminatorsClassAction.com. Be sure to include your name, address, telephone number, email address if you have one, and to sign the opt-out letter. You must mail your Opt-Out Request postmarked by August 3, 2024, to *Atterbury v. Earn Company* Opt-Outs, PO Box 23698, Jacksonville, FL 32241-3698, or fax the letter to (877) 430-1941.

THE ATTORNEYS REPRESENTING YOU

12. Do I have an attorney in this case?

The Court has certified the below law firms as Class Counsel:

Flitter Milz, P.C.
450 N. Narberth Ave., Ste 101
Narberth, PA 19072

13. Should I get my own attorney?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may retain one at your expense. You can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you, at the Court's discretion.

14. How will the attorneys be paid?

If Class Counsel obtain money or benefits for the Class through this suit, they will ask the Court to award counsel fees and expenses. If the Court grants Class Counsel's request, the fees and expenses would either be deducted from any money obtained for the Class or paid separately by the Defendants. Class Counsel has not been paid any fees, nor reimbursed their expenses for prosecuting this case since the filing of this case in 2021.

THE TRIAL

15. When is the trial?

Trial has not yet been scheduled. You may obtain more information about the trial date at the website: www.CreditExterminatorsClassAction.com. Note that trial dates are sometimes rescheduled.

16. Do I have to come to the trial?

You do not need to attend the trial. Class Counsel will present the case for the Plaintiff and the Class, and the Bank will present its defenses. You or your own lawyer are welcome to attend at your own expense.

17. Will I get money after the trial?

If at some point the Plaintiff obtains money or benefits for the Class as a result of the trial or a settlement, and you did not exclude yourself from the Class, you will be notified. There could be post-trial proceedings and appeals. We do not know how long this will take, and there is no guarantee that the Plaintiff will win or receive any money. There is also no guarantee that Defendants will have the money available to pay for damages awarded by the Court.

18. Are more details available?

Visit the website, www.CreditExterminatorsClassAction.com where you will find the Court's Order Granting Class Certification, Plaintiff's Complaint, the Defendants' Answer, information about how to exclude yourself as a Class Member, and other information.

Atterbury v Earn Company
c/o Class Administrator
PO Box 23459
Jacksonville, FL 32241



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<<city>>, <<state>> <<zip>>

Notice ID: <<noticeid>>
PIN: <<pin>>