

If you received a prerecorded voicemail message on your cellular telephone voice mail service from or on behalf of Penn Credit Corporation from April 30, 2015 through May 6, 2021, your legal rights could be affected and you could be eligible to receive an award.

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

- Defendant Penn Credit Corporation (“Penn”) has agreed to pay \$4,675,000 into a fund from which eligible persons or entities who file claims will receive cash awards.
- The settlement resolves a lawsuit involving allegations that Penn sent prerecorded voicemail messages to class members in violation of the Telephone Consumer Protection Act.
- Court-appointed lawyers for the class (“Class Counsel”) will ask the Court for up to thirty percent (30%) of the settlement fund as fees and to reimburse them for the out-of-pocket expenses they paid to investigate the facts, litigate the case, and negotiate the settlement.
- Penn denies all allegations of wrongdoing in the lawsuit. As part of the proposed settlement, Penn does not admit to any wrongdoing and continues to deny the allegations against it.
- The two sides disagree on whether Plaintiff and the class could have won at trial.
- Your legal rights are affected whether you act, or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM BY AUGUST 6, 2021	This is the only way to receive a payment.
EXCLUDE YOURSELF BY JULY 23, 2021	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Penn about the legal claims released in this case.
OBJECT BY JULY 23, 2021	Write to the Court explaining why you don’t like the settlement.
ATTEND A HEARING ON SEPTEMBER 20, 2021	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up the right to ever be part of any other lawsuit against Penn about the legal claims released in this case.

BASIC INFORMATION

The purpose of this Notice is to let you know that a proposed settlement has been reached in the above class action lawsuit. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. 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. In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All of these people are a class, or class members. One court resolves the issues for all class members, except those who exclude themselves from the class. Here, the class representative alleges that Penn, or others on behalf of Penn, violated the Telephone Consumer Protection Act (“TCPA”) by leaving a prerecorded voicemail message on individuals’ cellular voicemail service without consent from April 30, 2015 through May 6, 2021. The Court has preliminarily certified a class for settlement purposes only (the “Settlement Class”). U.S. District Court Judge Gregory Presnell (the “Court”) oversees this class action.

THE SETTLEMENT

The Court did not decide in favor of Plaintiff or Penn on Penn’s liability under the TCPA. Instead, both sides agreed to a settlement of the claims in the complaint to avoid the cost of a trial, the risk and uncertainty of proceeding forward in the case, and to provide compensation for class members. The class representative and his attorneys believe that the settlement is in the best interests of the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

You are in the “Settlement Class” if you were sent and/or received, without your consent, a prerecorded voicemail message to your cellular voicemail service from, or on behalf of, Penn from April 30, 2015 through May 6, 2021.

You are in the “Skip Trace Subclass” if you received a prerecorded voicemail message on your cellular voicemail service from or on behalf of Penn Credit wherein that cellular number was obtained via use of “skip tracing” or similar techniques, from April 30, 2015 through May 6, 2021. If you received notice of this claim via direct email it is because your number was called by Penn during that time period and you may fall into the above category of individuals. If you have questions about whether you are part of the Settlement Class, you may call 1-888-665-4545 or visit www.penncredittcpaclassaction.com for more information.

You are in the “Non-Skip Trace Subclass” if you are within the Settlement Class but Penn did not obtain your number via use of “skip tracing” or similar techniques. Non-Skip Trace Subclass Members are not eligible for compensation under this Settlement. Rather, Non-Skip Trace Subclass Members retain the right to bring their own individual claims for damages.

THE SETTLEMENT BENEFITS – WHAT YOU GET

Penn has agreed to pay \$4,675,000,000 to be divided among all Skip Trace Subclass Members who submit a valid Claim Form, after any attorneys’ fees, costs, and expenses awarded to Class Counsel, a service award to the class representative, and Settlement Administration Expenses, have been deducted. In other words, your payment will depend on the number of Claim Forms that Settlement Class Members submit and the amount of the Settlement Fund which is available to pay claims.

If, after all payments are processed, and an amount greater than \$50,000 remains in the Settlement Fund after the initial distribution to Settlement Class Members who filed a valid claim, then the Settlement Administrator shall distribute the remaining Settlement Fund to Settlement Class Members who cashed

their payment checks in the previous round of distribution on a *pro rata* basis after all costs associated with the second distribution are paid from the remaining Settlement Fund. In no event shall a Class Member receive more than the maximum that he or she could have received under the TCPA for a single call.

If there remain funds in the Settlement Fund after all payments have been made to Skip Trace Subclass Members as described above, for Attorney's Fees and Costs, and for Settlement Administrative Expenses, the balance shall be paid to a *cy pres* recipient as agreed to by the parties and approved by the Court.

All Settlement Class Members, including Non-Skip Trace Subclass Members, will also receive the benefit of the Stipulated Injunction that Penn has agreed to. The Stipulated Injunction requires Penn to implement certain changes to its business practices, including:

1. Penn shall update and improve its processes and procedures concerning compliance with the TCPA. Such processes and procedures shall include implementation of a scrub of phone numbers placed by clients or otherwise obtained to determine whether the number is a cell phone.
2. If a scrub determines a phone number is a cell phone, Penn shall not itself, nor through any third party, send any prerecorded messages to the number unless it has a good faith basis to believe there is consent to call the number or the law otherwise permits such calls.
3. Penn shall not itself, nor through any third party, send any prerecorded messages to any numbers Penn obtains through "skip tracing" or similar means unless it has a good faith basis to believe there is consent to call the number or the law otherwise permits such calls.
4. Penn shall revise its written TCPA processes, procedures, and training materials.
5. Penn shall implement regular training for its employees concerning its TCPA processes and procedures.
6. Penn shall use its best efforts to ensure that all existing and newly hired Penn debt collectors execute an acknowledgement confirming their understanding of Penn's policies and procedures regarding the TCPA.
7. The Stipulated Injunction will lapse and expire ten (10) years after it is entered by the Court.
8. Penn will be required to issue quarterly reports to Class Counsel concerning TCPA litigation for the term of the injunction.
9. Penn shall submit proof of compliance with the injunction to Class Counsel by way of providing the training and testing materials used in the training upon the commencement of such training. Furthermore, a declaration of the responsible person at Penn for ensuring compliance with the training requirements of the injunction shall be provided upon completion of the training.
10. At the end of the ten (10) year period, Penn shall submit to Class Counsel a declaration from its training coordinator confirming that training was provided on a regular basis during the period, as required by the Stipulated Injunction. Further, at the end of the period, Penn shall also submit to Class Counsel an exemplar of the revised TCPA testing materials to confirm Penn's compliance with the Stipulated Injunction.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

To qualify for payment, you must submit a Claim Form by August 6, 2021. There are multiple ways to submit a Claim Form. You may submit a Claim Form online by going to the Settlement Website at www.penncredittcpaclassaction.com and following the directions found there. You also may download a paper Claim Form on the Settlement Website or call the Settlement Administrator at 1-888-665-4545. A paper Claim Form is available upon request by calling the settlement administrator at 1-888-665-4545. Read the instructions on the Claim Form carefully, fill out the form, sign it, and mail it postmarked no later than August 6, 2021. Claim Forms sent by mail must be postmarked by August 6, 2021 and mailed to:

Penn Credit TCPA Class Action
P.O. Box 23680
Jacksonville, FL 32241

The Court will hold a hearing on September 20, 2021 to decide whether to approve the settlement. If the settlement is approved, appeals may still follow. It is always uncertain whether these appeals can be resolved and resolving them can take more than a year. Please be patient.

Non-Skip Trace Subclass Members do not have the right or ability to “opt-out” or exclude themselves from the Settlement because they are expressly retaining their right to bring individual claims for damages. If the Settlement is approved and becomes final, all Settlement Class Members, including Non-Skip Trace Subclass Members, will release all claims for injunctive relief against Penn relating to the sending or receipt, without consent, of prerecorded voicemail messages sent by VoApps to the individual’s cellular voicemail service by or on behalf of Penn, from April 30, 2015, to May 6, 2021. Non-Skip Trace Subclass Members shall also be deemed to have waived the right to participate in any way (as a class representative, class member, etc.) in any class or representative proceeding related to the claims at issue. However, Non-Skip Trace Subclass Members’ individual damages claims of any type related to the alleged receipt of prerecorded voicemail messages sent by VoApps to the individual’s cellular voicemail service made by or on behalf of Penn from April 30, 2015, through May 6, 2021 are expressly preserved.

Skip Trace Subclass Members do have the right and the ability to “opt-out” or exclude themselves from the Settlement. This means that if you are a Skip Trace Subclass Member, unless you exclude yourself, you are staying in the Skip Trace Subclass. That means you can’t sue, continue to sue, or be part of any other lawsuit against Penn regarding Penn or anyone on its behalf allegedly calling or sending, without consent, a prerecorded voicemail message sent by VoApps to your cellular voicemail service, including, but not limited to, any claims under the TCPA, or any similar state or federal law. If the settlement is approved and becomes final and not subject to appeal, then you and all Skip Trace Subclass Members release all “Released Claims” against all “Released Parties.” It also means that all of the Court’s orders will apply to you and legally bind you. The Settlement Agreement (available at www.penncredittcpaclassaction.com) describes the claims you are releasing (the “Released Claims”) and against whom you are releasing claims (“Released Parties”) in detail, so read it carefully. To summarize, the Released Claims include, but are not limited to, claims relating to Penn or anyone on its behalf allegedly calling or sending, without consent, a prerecorded voicemail message sent by VoApps to the individual’s cellular voicemail service on behalf of Penn, including, any claims under the TCPA, or any similar state or federal law during the Class Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from this settlement, but you want to keep the right to sue or continue to sue Penn, then you must take steps to remove yourself from the Skip Trace Subclass. This is called excluding yourself—or is sometimes referred to as “opting out”. To exclude yourself from the settlement, you must

send a letter saying that you want to be excluded from the *Guidry v Penn Credit*, Civil Action No. 6:19-cv-1936-Orl-41LRH settlement. You must sign the letter and include a statement that you wish to be excluded from this action. Please be sure to include your name, address and telephone number and signature. You must mail your exclusion request postmarked no later than July 23, 2021 to the following address:

Penn Credit TCPA Class Action
P.O. Box 23680
Jacksonville, FL 32241

You cannot exclude yourself on the phone or by fax or email. If you ask to be excluded, you will not get any payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

As noted above, Non-Skip Trace Subclass Members cannot exclude themselves because they are expressly retaining their individual right to sue Penn for damages.

THE LAWYERS REPRESENTING YOU

The Court has appointed John A. Yanchunis, Patrick A. Barthle II, and Octavio Gomez to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be personally charged by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. Class Counsel will ask the Court to approve a fee payment of up to 30% of the \$4,675,000 Settlement Fund. Class Counsel will also seek recovery of their actual expenses incurred in the litigation. These payments would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel also will request a service award of \$2,500 for the named Plaintiff to compensate him for his time and effort in pursuing this case on the Class's behalf. The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you can object to the settlement if you don't like any part of it. You may give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to *Guidry v. Penn Credit Corporation*, Case No. 6:19-cv-1936-Orl-41LRH. You must make your objection in writing and file it with the Court. The written objection must (a) contain information sufficient to allow the parties to confirm that you are a member of the Settlement Class, including your full name, address, telephone number, and signature; (b) include a statement of your specific objections, as well as any witness testimony and documents that you would like the Court to consider; and (c) the name and contact information of any attorney you intend to have assert your objections before the Court. You must file the objection with the Court no later than July 23, 2021.

Guidry v Penn Credit Corporation
Civil Action No. 6:19-cv-1936-Orl-41LRH
Clerk of the Court for Judge Gregory Presnell
401 W. Central Blvd
Orlando, FL 32801

Also, send your objection to the Penn Credit TCPA Class Action, P.O. Box 23680, Jacksonville, FL 32241. Objecting simply means 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 from the Settlement Class is telling the Court 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.

THE COURT'S FAIRNESS HEARING

The Court will hold the final fairness hearing at 9:00 a.m. on September 20, 2021, before the Honorable Gregory Presnell at 401, W. Central Blvd., Orlando FL 32801. The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses, and the service award to the class representative. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

Note: The date and time of the fairness hearing is subject to change by Court Order. Any changes will be posted on the Settlement website, www.penncredittcpaclassaction.com.

DO I HAVE TO ATTEND THE HEARING?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come to the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time, and meets the other criteria described above and in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement Agreement. If you filed an objection and intend to appear at the hearing, you must state your intention to do so in your objection. To speak, you must state that in your objection. Be sure to include your name, address, telephone number, that you are a Class Member, and your signature. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

If you are a Skip Trace Subclass Member and you do nothing, you will get no money from this settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Penn about the legal issues released in this case.

If you are Non-Skip Trace Subclass Member, and you do nothing, and the Settlement is approved, you will not be eligible to sue Penn for claims for injunctive relief or participate in any way (as a class representative, class member, etc.) in any class or representative proceeding, related to the claims at issue. However, the Settlement will *not* affect your individual rights to sue Penn for monetary damages.

GETTING MORE INFORMATION

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may review the Settlement Agreement on the Settlement Website at www.penncredittcpaclassaction.com. You can also get a copy of the Settlement Agreement by writing to any of the Court-appointed attorneys. You can call 1-888-665-4545 toll free; write to Penn Credit TCPA Class Action, P.O. Box 23680, Jacksonville, FL 32241; or visit the website at www.penncredittcpaclassaction.com, where you will find answers to common questions about the settlement, a Claim Form, plus other information to help you determine whether you are a member of the Settlement Class.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR PENN CREDIT CORPORATION WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.