SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

Peggy Irene Leedeman, *on behalf of herself and all others similarly situated*,	)	
Plaintiff,	)	
v.	)	Case No. 19CV354554
Midland Credit Management, Inc.,	)	
Defendant.	)	

NOTICE REGARDING RIGHT TO BENEFIT FROM
CLASS ACTION SETTLEMENT

A Settlement Agreement has been reached in a class action lawsuit alleging that Midland Credit Management, Inc. ("Midland" or "MCM") violated California's Fair Debt Buying Practices Act ("CFDBPA"), Civil Code § 1788.52(d)(1) by sending a first written communication that (1) did not provide the true name of the debt buyer, and (2) was printed in less than 12-point type. Midland does not in any way acknowledge, admit to or concede any of the allegations made in the lawsuit, and expressly disclaims any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the lawsuit, and maintains that it has a number of meritorious defenses to the claims. MCM's records show that you may be a class member under the Settlement Agreement reached in the case.

The Parties have agreed to a Settlement, which includes payment to Class Members, as well as payment for certain attorney's fees, costs, any incentive award to the Class Representative (Peggy Leedeman) and settlement administration costs. You may be entitled to receive a pro rata (proportional) share of the Class Recovery ($318,000). The final cash payment will depend on the total number of Class Members who participate in the settlement. Your legal rights are affected whether you act or don't act, so please read this notice carefully.

YOUR OPTIONS	
Option 1: **Do Nothing**	**Do nothing.** You don't have to do anything to participate in the Settlement and to be eligible for a pro rata share from the Class Recovery. As a participating Class Member, you will give up your right to assert any rights against MCM and the Released Parties arising from the letter sent to you.
Option 2: **Objection** **Deadline:** [TBD]	**Object to the terms of the Settlement Agreement.** You may object to the terms of the Settlement Agreement and have your objections heard at the Fairness Hearing.
Option 3: **Opt-Out** **Deadline:** [TBD]	**Opt-out of the Settlement Agreement.** If you wish to exclude yourself from the settlement, you may opt-out of the Settlement Agreement. To opt-out of the settlement, you must mail a written request for exclusion to the Settlement Administrator, or to Class Counsel, postmarked no later than the Opt-Out Deadline. In your request to opt-out, you must include the case name and case number for this action, along with your (a) full name, (b) address, and (c) a statement that you wish to be excluded from the settlement.

1. What is this lawsuit about?

In the lawsuit, the Plaintiffs allege that MCM violated California's Fair Debt Buying Practices Act ("CFDBPA"), Civil Code § 1788.52(d)(1) by sending a first written communication that (1) did not provide the true name of the debt buyer, and (2) was printed in less than 12-point type. MCM denies any wrongdoing, and denies that that it violated the CFDBPA or any other law. Both sides have agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of further litigation.

You can read Plaintiff's First Amended Class Action Complaint, the Settlement Agreement, other case documents *www.* *.com*

2. Why is this a class action?

In a class action, a Class Representative sues on behalf of a group (or a "Class") of people. Here, the Class Representative sued on behalf of people who have similar claims regarding an allegedly noncompliant initial written communication.

3. Why is there a settlement?

To avoid the cost, risk, and delay of litigation, the Parties reached a settlement agreement as to Plaintiff and the Class claims.

4. How do I know if I am a part of the settlement?

The Court has certified a Class consisting of all people who meet the following definition:

> All persons with addresses in California to whom MIDLAND CREDIT MANAGEMENT, INC., sent, or caused to be sent, an initial written communication in the form of Exhibits "1" and "2" to the First Amended Class Action Complaint for Statutory Damages herein in an attempt to collect a charged-off consumer debt originally owed to Capital One Bank (USA), N.A., which was sold or resold to MIDLAND CREDIT MANAGEMENT, INC, on or after January 1, 2014, which were not returned as undeliverable by the U.S. Post Office during the period one year prior to the date of filing this action through the date of class certification.

5. How do I recover?

You don't have to do anything to participate in the Settlement and to be eligible for a pro rata share from the Class Recovery. As a participating Class Member, you will give up your right to assert any rights against MCM and the Released Parties arising from the letter sent to you.

6. What am I giving up to receive these benefits?

By staying in the Class, all of the Court's orders will apply to you, and you give a "release" for any claims arising from the letter sent to you. A release means you cannot sue or be part of any other lawsuit against MCM and the Released Parties about the claims or issues in this lawsuit and you will be bound by the Settlement Agreement.

7. How much will the Class Representative receive?

The Class Representative will receive her portion of the settlement as a Class Member and an incentive award for having pursued this action. Any incentive payment is subject to Court approval. The Class Representative may request an Incentive Award of up to $6,000. This is a separate amount from the Class Recovery described above.

8. Do I have a lawyer in this case?

To represent the class, the Court has appointed attorneys with the law firm of Consumer Law Center, Inc. as "Class Counsel."

Class Counsel will request an award for attorney's fees and reimbursement of expenses of not greater than $260,000. This is a separate amount from the Class Recovery described above. Any attorney's fees and expenses award is subject to Court approval. You may hire your own attorney, but only at your own expense.

9. How do I object?

Any Settlement Class Member may object to the Settlement. In order to exercise this right, you must submit your objection to the Court by the Objection Deadline. Your objection must set forth the Settlement Class Member's full name, current address, and telephone number; contain the Settlement Class Member's original signature or the signature of counsel for the Settlement Class Member; (iii) state that the Settlement Class Member objects to the Settlement, in whole or in part; (iv) set forth the complete legal and factual bases for the Objection; (v) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; and (vi) state whether the objecting Settlement Class Member intends on appearing at the Final Approval Hearing either *pro se* or through counsel and whether the objecting Settlement Class Member plans on offering testimony at the Final Approval Hearing. Any Class Member that fails to do object in the manner set forth herein shall be foreclosed from making such objection or opposition, by appeal, collateral attack, or otherwise and shall be bound by all of the terms of this Settlement upon Final Approval and by all proceedings, orders and judgments, including but not limited to the Release in the Action.

Objections must be submitted to the Clerk of the Court, and delivered or postmarked no later than

_____.

The Court's address is: *Clerk of the Court, 191 N. First Street, San Jose, CA 95113.*

The Fairness Hearing

The Court will hold a fairness hearing on_____**, 2026** in Santa Clara Superior Court, 191 N. First Street, San Jose, CA 95113. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable, and adequate and in the best interests of the Class and to rule on applications for compensation for Class Counsel and an incentive award for the Class Representatives. At that hearing, the Court may address timely submitted objections and arguments concerning the fairness of the proposed settlement.

YOU ARE **NOT** REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THIS SETTLEMENT. The hearing may be postponed to a later date without notice.

FOR MORE INFORMATION

Additional information and documents, including case documents, are available at www.SETTLEMENTWEBSITE.com, or you can call [[[ ]]].