

**WEBSITE NOTICE**

**This is a notice of a settlement of a class action lawsuit.**

**If you received an artificial or prerecorded voice call on your cellular telephone from Synchrony Bank (“Synchrony”) from October 16, 2020 through November 18, 2022, where the subject of the call was a Synchrony account that did not belong to you, and you did not provide Synchrony your cellular telephone number, you may be entitled to compensation as a result of the settlement in the class action lawsuits captioned:**

*Lucas v. Synchrony Bank*, No. 4:21-cv-00070-PPS-JEM (N.D. Ind.)

**A federal court authorized this notice.  
This is not a solicitation from a lawyer.  
Please read this notice carefully.**

**It explains your rights and options to participate in a class action settlement.**

- Dianne Lucas sued Synchrony alleging that it placed artificial or prerecorded voice calls to cellular telephone numbers in violation of the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227. Synchrony denies the allegations against it, and denies that it violated the TCPA.
- A settlement will result in a \$2.6 million fund to fully settle and release claims of persons (1) to whom Synchrony placed, or caused to be placed (either by one of its own employees or by an agent or vendor), a call, (2) directed to a telephone number assigned to a cellular telephone service, (3) by using an artificial or prerecorded voice, (4) from October 16, 2020 through November 18, 2022, (5) where the subject of the call was a Synchrony account that did not belong to the recipient of the call, and (6) where the recipient of the call did not provide Synchrony the telephone number to which it placed, or caused to be placed, the call.
- The settlement fund will be used to pay settlement amounts to class members who elect to participate, after deducting the costs of settlement notice and administration, attorneys’ fees, costs, and expenses, and a service award to Ms. Lucas.
- Your legal rights are affected, and you now have a choice to make:

YOUR OPTIONS	
<b>Option 1: Submit a Claim Form Deadline: March 30, 2023</b>	<b>Complete and submit a Claim Form and receive a share of the settlement fund.</b> If you submit a valid Claim Form by March 30, 2023, you will receive a share of the settlement fund after fees and expenses are deducted (estimated to be between \$35 and \$140, depending on the number of participating class members), and you will release claims you may have against Synchrony and other released parties. You may complete a Claim Form at <a href="http://www.LucasTCPASettlement.com">www.LucasTCPASettlement.com</a> .
<b>Option 2: Ask to be Excluded (Opt Out) Deadline: March 15, 2023</b>	<b>Get out of this lawsuit and get no benefits from it.</b> If you exclude yourself from the settlement, you will <u>not</u> receive a share of the settlement fund, and you will <u>not</u> release any claims you may have against Synchrony and other released parties.
<b>Option 3: Object to the Settlement Deadline: March 15, 2023</b>	<b>Object to the terms of the settlement agreement.</b> You may object to the terms of the settlement agreement and have your objections heard at the April 25, 2023 final fairness hearing.
<b>Option 4: Do Nothing</b>	<b>Do nothing.</b> If you do nothing, you will not receive a share of the settlement fund, but, if you are a class member, you will release any claim(s) you have against Synchrony and other released parties.

**Why is this notice available?**

This is a notice of a proposed settlement in a class action lawsuit. The settlement would resolve the lawsuit Ms. Lucas filed against Synchrony. Please read this notice carefully. It explains the lawsuit, the settlement, and your legal rights, including the process for receiving a settlement award, excluding yourself from the settlement, or objecting to the settlement.

**What is the lawsuit about?**

Ms. Lucas filed a class action lawsuit against Synchrony alleging that it violated the TCPA by using an artificial or prerecorded voice in connection with calls it placed to cellular telephones without prior express consent. Synchrony denies the allegations, and denies that it violated the TCPA. The Court did not decide who is right or wrong. The parties have agreed to a settlement.

**Why is this a class action?**

In a class action, one or more people called “class representatives” file a lawsuit on behalf of people who have similar claims. All of these people together are a “class” or “class members.” The Court accordingly resolves claims for all class members, except for those who exclude themselves from the class.

### **Why is there a settlement?**

Ms. Lucas, on the one hand, and Synchrony, on the other, agreed to settle the lawsuit to avoid the time, risk, and expense associated with it, and to achieve a final resolution of the disputed claims. The proposed settlement was reached after Ms. Lucas and Synchrony attended a mediation. Under the settlement, participating class members will obtain a payment in settlement of the claims Ms. Lucas raised in the lawsuit. Ms. Lucas, and her attorneys, think the settlement is fair and reasonable.

### **How do you know if your claims are included in the settlement?**

This settlement resolves claims on behalf of the following class:

All persons and entities throughout the United States (1) to whom Synchrony Bank placed, or caused to be placed (either by one of its own employees or by an agent or vendor), a call, (2) directed to a telephone number assigned to a cellular telephone service, (3) in connection with which Synchrony Bank or one of its agents or vendors used an artificial or prerecorded voice, (4) from October 16, 2020 through November 18, 2022, (5) where the subject of the call was a Synchrony Bank account that did not belong to the recipient of the call, and (6) where the recipient of the call did not provide Synchrony Bank the telephone number to which it placed, or caused to be placed, the call.

### **What does the settlement provide?**

Synchrony will establish a settlement fund in the amount of \$2.6 million to compensate members of the class. Out of the settlement fund will be paid:

- a. Settlement compensation to class members who submit timely, valid claims;
- b. Notice and administration costs;
- c. An award of attorneys' fees not to exceed thirty-six percent of the settlement fund, subject to the Court's approval;
- d. Costs and expenses incurred litigating the claims in this matter, subject to the Court's approval; and
- e. A service award to Ms. Lucas not to exceed \$10,000, subject to the Court's approval.

Each class member who submits a timely and valid Claim Form will be entitled, subject to the provisions of the settlement agreement, to his or her equal share of the \$2.6 million settlement fund as it exists after deducting:

- a. Notice and administration costs;
- b. An award of attorneys' fees;
- c. Costs and expenses incurred in litigating the claims in this matter; and
- d. A service award to Ms. Lucas.

It is estimated that each participating class member will receive between \$35 and \$140. The actual amount each participating class member will receive may be more or less depending on the number of class members who submit timely, valid claims.

### **How can you get a payment?**

You must mail a valid Claim Form to the *Lucas v. Synchrony Bank* Settlement Administrator, P.O. Box 6188, Novato, CA 94948-6188 postmarked by March 30, 2023. Or you must submit a valid claim through [www.LucasTCPASettlement.com](http://www.LucasTCPASettlement.com) by March 30, 2023.

### **When will you be paid?**

If the Court grants final approval of the settlement, settlement checks will be mailed to class members who timely mailed or submitted valid Claim Forms after the judgment in the lawsuit becomes final. If there is an appeal of the settlement, payment may be delayed.

### **What rights are you giving up in this settlement?**

If you fall within the class, you will give up your right to sue or continue a lawsuit against Synchrony and other released parties over the released claims, unless you exclude yourself from the settlement (opt out) by following the instructions set out in this notice before the opt-out deadline. Giving up your legal claims is called a release. Unless you formally opt out from the settlement, you will release claims against Synchrony and other released parties.

For more information on the release, released parties, and released claims, you may obtain a copy of the class action settlement agreement on the settlement website, [www.LucasTCPASettlement.com](http://www.LucasTCPASettlement.com), or from the Clerk of the United States District Court for the Northern District of Indiana.

### **How can you exclude yourself from the settlement (opt out)?**

You may exclude yourself (opt out) from the settlement, in which case you will not receive a payment, and you will not release your claims against Synchrony and other released parties. If you wish to exclude yourself from the settlement, you must mail a written request for exclusion to the claims administrator at the following address, postmarked by March 15, 2023:

*Lucas v. Synchrony Bank* Settlement Administrator  
ATTN: EXCLUSION REQUEST  
P.O. Box 6188  
Novato, CA 94948-6188

You must include in your request for exclusion your:

- a. Full name;
- b. Address;
- c. Telephone number called by Synchrony demonstrating that you are a member of the class; and
- d. A clear and unambiguous statement that you wish to be excluded from the settlement, such as “I request to be excluded from the settlement in the *Lucas v. Synchrony Bank* action.”

You must sign the request personally.

#### **When and where will the Court decide whether to approve the settlement?**

The Court will hold a final fairness hearing on April 25, 2023 at 10:30 a.m. The hearing will take place in the United States District Court for the Northern District of Indiana, 5400 Federal Plaza, Suite 4400, Hammond, IN 46320. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether final approval of the settlement should be granted. The Court will hear objections to the settlement, if any. The Court may make a decision at that time, postpone a decision, or continue the hearing.

The date of the final fairness hearing may change without further notice. Class members should check this settlement website, [www.LucasTCPASettlement.com](http://www.LucasTCPASettlement.com), or the Court’s Public Access to Court Electronic Records (PACER) system to confirm that the date has not changed.

#### **Do you have to attend the hearing?**

No, there is no requirement that you attend the hearing. However, you are welcome to attend the hearing at your own expense. You cannot speak at the hearing if you have excluded yourself from the class because the settlement no longer affects your legal rights.

#### **What if you want to object to the settlement?**

If you do not exclude yourself from the settlement, you can object to the settlement, or any part of it, if you do not believe it is fair, reasonable, and adequate. If you wish to object, you must mail a written notice of objection, postmarked by March 15, 2023, to counsel for the parties at the following addresses:

##### Class Counsel

Aaron D. Radbil  
Michael L. Greenwald  
Greenwald Davidson Radbil PLLC  
5550 Glades Road  
Suite 500  
Boca Raton, Florida 33431

##### Synchrony’s Counsel

Stephen J. Newman  
Stroock & Stroock & Lavan LLP  
2029 Century Park East  
18<sup>th</sup> Floor  
Los Angeles, California 90067

You must include in your objection:

- a. Your full name;
- b. Your address;
- c. Documents establishing, or provide information sufficient to allow the parties to confirm, that you are a class member, including providing the cellular telephone number called;
- d. A statement of your specific objections;
- e. The grounds for your objection, as well as the identity of any documents you would like the Court to consider;
- f. The name and address of your attorney, if you are represented by one; and
- g. A list all other cases in which the settlement class member has filed an objection.

Any objection to the proposed settlement must be in writing. If you submit a timely written objection, class counsel will file your objection with the Court. If you submit a timely written objection, you may, but are not required to, appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

#### **By when must you enter an appearance?**

Any class member who objects to the settlement and wishes to enter an appearance must do so by March 15, 2023. To enter an appearance, you must file with the Clerk of the Court a written notice of your appearance and you must serve a copy of that notice, by U.S. mail or hand-delivery, upon class counsel and Synchrony’s attorneys, at the addresses set forth below.

#### **What if you do nothing?**

If you are a member of the class, you do nothing, and the Court approves the settlement agreement, you will not receive a share of the settlement fund, but you will release any claims you have against Synchrony and other released parties. Unless you exclude yourself from the settlement, you will not be able to sue or continue a lawsuit against Synchrony and other released parties over the released claims.

**What will happen if the Court does not approve the settlement?**

If the Court does not finally approve the settlement, or if it finally approves the settlement and the approval is reversed on appeal, or if the settlement does not become final for some other reason, you will receive no benefits from this settlement and the lawsuit will continue.

**Who are Ms. Lucas’s attorneys?**

Ms. Lucas’s attorneys are:

THE WEITZ FIRM, LLC  
Max S. Morgan  
max.morgan@theweitzfirm.com  
1515 Market Street, #1100  
Philadelphia, PA 19102

PARONICH LAW, P.C.  
Anthony I. Paronich  
anthony@paronichlaw.com  
350 Lincoln Street, Suite 2400  
Hingham, MA 02043

GREENWALD DAVIDSON  
RADBIL PLLC  
Aaron D. Radbil  
Michael L. Greenwald  
aradbil@gdrlawfirm.com  
mgreenwald@gdrlawfirm.com  
5550 Glades Road, Suite 500  
Boca Raton, FL 33431

The Court has appointed Ms. Lucas’s attorneys to act as class counsel. You do not have to pay class counsel. You may have your own attorney represent you and appear in Court on your behalf, but if you do want to be represented by your own lawyer, you must hire one at your own expense.

**Who are Synchrony’s attorneys?**

Synchrony’s attorneys are:

Stephen J. Newman  
Stroock & Stroock & Lavan LLP  
2029 Century Park East, 18th Floor  
Los Angeles, CA 90067

**Before what Court is this matter pending?**

This matter is pending in the United States District Court for the Northern District of Indiana, 5400 Federal Plaza, Suite 4400, Hammond, IN 46320.

**Where can you get additional information?**

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at [www.LucasTCPASettlement.com](http://www.LucasTCPASettlement.com), by contacting class counsel by accessing the Court docket in this case, for a fee, through the Court’s PACER system, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of Indiana, 5400 Federal Plaza, Suite 4400, Hammond, IN 46320, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Or, to obtain additional information about this matter, please contact:

*Lucas v. Synchrony Bank* Administrator  
P.O. Box 6188  
Novato, CA 94948-6188  
Telephone: 1-844-591-0208

Please do not call the Judge about this case. The Judge will not be able to give you advice about this case. Furthermore, neither Synchrony nor Synchrony’s attorneys represent you, and they cannot give you legal advice.