

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON

If you were a customer of Meracord, LLC (formerly NoteWorld, LLC) who signed up for Meracord’s payment processing services as part of a debt relief program, you could receive payment from a class-action settlement.

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

If you are a Class Member, your legal rights are affected whether you act or don’t act.

Please Read This Notice Carefully.

This Notice provides information about a proposed class action settlement concerning allegations that a payment processing company called **MERACORD LLC** (formerly **NOTEWORLD LLC**), along with a number of other debt relief companies, charged excessive and illegal fees to customers who signed up for programs designed to settle, reduce, modify, or eliminate debts.

The settlement is with FIDELITY AND DEPOSIT COMPANY OF MARYLAND (“F&D”), a company that issued surety bonds on Meracord’s behalf in certain states. **The settlement only covers Meracord customers who were residents of certain states during certain periods of time.** See *Question 5 for more detail.*

The Court in charge of these cases still has to decide whether to approve this settlement, and payments will only be made after Court approval, and after any appeals are resolved. Please be patient; this process can take a long time.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT

NO CLAIM FORM REQUIRED	<ul style="list-style-type: none">• This settlement does not require class members to make a claim in order to recover a payment under the settlement.• Payments will be based on fees paid as reflected in Meracord’s customer account records. See <i>Question 8 for more detail about how payments will be calculated, and how to review your Meracord account records.</i>• Payments will be automatically sent to customer addresses found in Meracord’s account records. If you have moved since you were a Meracord customer, see <i>Question 11 for more information about updating your address with the Settlement Administrator.</i>
EXCLUDE YOURSELF FROM THE SETTLEMENT	<ul style="list-style-type: none">• Excluding yourself means you get no payment.• This is the only way you can ever be a part of any other case against F&D about the claims being resolved by these settlements.• See <i>Question 13.</i>
OBJECT TO THE SETTLEMENT	<ul style="list-style-type: none">• Write to the Court about why you don’t like the settlement.• You cannot object in order to ask the Court for a higher payment for <i>yourself personally</i>, although you can object to the payment terms (or any other terms) that apply generally to the Settlement Class.• See <i>Questions 16–17.</i>
GO TO A HEARING	<ul style="list-style-type: none">• The Court will hold a hearing for the settlement to decide whether to approve it. You may ask to speak in Court about the fairness of the settlement.• See <i>Question 18.</i>

QUESTIONS? CALL 1-888-321-3751 TOLL-FREE, OR VISIT WWW.MERACORDSURETYSETTLEMENT.COM

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BASIC INFORMATION

1. Why did I get this Notice?

Your name / address / email address may have appeared in Meracord's customer records, which Meracord provided to the Plaintiffs before it went out of business. You may also have received this Notice if you contacted Class Counsel in order to receive updates about the litigation.

The fact that you received this Notice does not necessarily mean you are a member of the Settlement Class.

You were sent this Notice because, as a possible Settlement Class Member, you have a right to know about the proposed class action settlement, and about all your options, before the Court decides whether to give "final approval" to the settlement. *See Question 5 for more details about who is in the Settlement Class.*

2. What are these lawsuits about?

The Underlying Lawsuits Against Meracord

Starting in 2011, Meracord was sued by former customers ("**Plaintiffs**") who alleged that Meracord, along with a number of debt-relief companies, engaged in a fraudulent scheme to charge excessive and illegal fees. The Plaintiffs alleged that Meracord's actions violated the Washington Debt Adjusting Act, the Washington Consumer Protection Act, and other laws.

On May 14, 2015, the District Court for the Western District of Washington ("**the Court**") issued a "default judgment" against Meracord, certifying a class of former Meracord customers, finding the company liable for the alleged wrongdoing, and awarding damages based on the fees customers paid ("**Judgment**"). However, Meracord is out of business and has no money to pay the Judgment.

The Surety Bond Lawsuits

Meracord was licensed in many states as a "money transmitter." In order to get those licenses, many states required that Meracord post surety bonds ("**the Bonds**"). The Bonds served as protection for states and/or customer claimants against certain wrongful conduct by Meracord. The Bonds were issued by two different surety companies: Platte River Insurance Company and Fidelity and Deposit Company of Maryland (together, "Sureties"). The total amount of all Bonds was approximately \$17 million, but the amount of each Bond varies from state to state.

After the Court issued the Judgment against Meracord, Plaintiffs filed another class action lawsuit against the Sureties, seeking to recover the total amount of the Bonds on behalf of Meracord customers in each state where Bonds were issued, and who made payments during the effective periods of the Bonds. The lawsuits also brought other claims against the Sureties based on their alleged bad faith failure to settle class member claims. Both Sureties have denied the claims and have asserted various defenses to the claims.

The Previous Settlement with Platte River

In March 2016, Plaintiffs reached a settlement agreement with one of the Sureties, Platte River Insurance Company ("**Platte River**"). That settlement covered certain Meracord customers in states where Platte River had issued Bonds, and was finally approved by the Court on August 30, 2016. Payment checks under that settlement were issued in November 2016. If you received a check from the Platte River Settlement, you may also be a part of the current Settlement Class. *See Question 5 for more details.*

The F&D Settlement

As of April 18, 2017, a proposed settlement of \$9,875,000 has been reached between Plaintiffs and the remaining Surety, Fidelity & Deposit Company of Maryland ("**F&D**"). The settlement does NOT involve Platte River, since claims against Platte River were previously settled. *See Question 5 for more details on who is included in the Class.*

3. What is a class action and who are the Parties?

In a class action lawsuit, one or more people, called "class representatives," sue on behalf of people who have similar claims. All these people together are a "class" or "class members." One court resolves the issues for all class members, except for those who choose to exclude themselves from the Class (*see Question 13*).

The “**Settlement Class Representatives**” involved in this settlement were all Meracord customers. They are: Adam Ward, Alex Casiano, Amrish Rajagopalan, Amy Joyce, Andrea Topps, Angela Ross, Arthur Fuller, Audrie Lawrence (Poole), Ben Parker, Beth Jungen, Bill Kruse, Brandon Ashby, Carmen Alfonso, Cheryl Anderson, Cynthia Oxendine, Dan Weddle, Dawn Meade, Deborah Horton, Debra Finazzo, Debra Miller, December Guzzo, Donald Bogan, Donte Cheeks, Erica Chase, Erma Sue Clyatt, George Lawrence, Ishula McConnell, Joyce Drummond, Karen Hea, Kelly Enders, Kevin Deloach, Marie Johnson-Peredo, Martin Anderson, Richard Pierce, Robert Hewson, Robert Joyce, Russel Tanner, Scott Snoek, Sharron Black, Stephen Younkins, Stillman Parker, Sylvia Hadcock, Tamara Cooper, Tanya Gwathney, Thomas Ludwick, Tina Roberts-Ashby, Valerie Newsome, and Wahab Ekunsumi.

The “**Settling Defendant**” (company being sued) in this settlement is Fidelity & Deposit Company of Maryland.

Together, the Settlement Class Representatives and the Settling Defendant are called the “**Parties**.”

4. Why is there a settlement?

F&D has denied all liability in the lawsuits and has asserted various defenses to Plaintiffs’ claims. The Court did not decide in favor of any party on the legal claims being resolved here. Instead, all sides agreed to a settlement, which avoids the risk and cost of a trial, but still provides some compensation to the people affected. The Settlement Class Representatives and Class Counsel think that the settlement is in the best interests of Settlement Class Members and that the settlement is fair, adequate, and reasonable.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the settlement? What is the Class definition?

If you meet the definition below, you are a Settlement Class Member and may be eligible for a cash payment. *See Questions 8–9 for more details about how payment amounts will be calculated.*

Settlement Class Definition:

You are a Settlement Class Member if: (1) You had an account with Meracord (formerly NoteWorld); (2) Meracord deducted any fees related to debt settlement services (including mortgage assistance relief services) from your Meracord account; and (3) You made at least one payment into your Meracord account while residing in a “**Settlement State**” (as defined in the Settlement State Table below), and made at least one payment during the Settlement Period of that state (as defined in the Settlement State Table below). It is possible that the list of Settlement States could change after the time of this Notice. * Please check the settlement website (www.meracordsuretysettlement.com) for the most updated information.

Settlement State Table

STATE	STATE SETTLEMENT PERIOD	STATE SETTLEMENT FUND
Alabama	July 24, 2009–Present	\$12,886.12
Alaska	August 5, 2009–Present	\$1,946.73
Arizona	November 29, 2008–Present	\$107,104.85
Arkansas	July 31, 2010–Present	\$4,358.17
California	April 15, 2012–Present	\$2,156,645.94
Colorado	August 6, 2008–Present	\$860,202.56
Connecticut	November 1, 2007–Present	\$264,809.03
Delaware	September 21, 2009–Present	\$2,557.97
Florida	February 1, 2009–Present	\$54,052.23
Georgia	January 12, 2009–Present	\$17,533.17
Hawaii	July 9, 2009–Present	\$3,491.56
Idaho	August 3, 2009–Present	\$4,755.89
Illinois	October 27, 2010–Present	\$16,277.21

* F&D has the option to exclude certain states under certain defined circumstances. *See* Settlement Agreement ¶¶ 38–40.

Indiana	February 5, 2009–Present	\$16,804.71
Iowa	March 1, 2009–Present	\$7,694.83
Kansas	July 15, 2009–Present	\$3,495.75
Kentucky-A	October 19, 2009–Present	\$6,074.65
Kentucky-B	September 5, 2012–Present	\$135,773.84
Louisiana	March 20, 2009–Present	\$11,370.60
Maine	July 24, 2009–Present	\$3,198.51
Maryland	January 1, 2009–Present	\$869,672.48
Michigan	December 31, 2010–Present	\$438,082.89
Minnesota	February 13, 2009–Present	\$14,150.45
Mississippi	May 5, 2009–Present	\$4,617.74
Missouri	October 10, 2010–Present	\$859,809.03
Nebraska	May 29, 2009–Present	\$4,211.64
Nevada	May 5, 2009–Present	\$9,390.38
New Hampshire	November 30, 2008–Present	\$87,315.15
New Jersey	November 30, 2008–Present	\$149,336.91
New York	July 1, 2009–Present	\$473,739.52
North Carolina	March 5, 2009–Present	\$16,180.92
North Dakota	September 23, 2009–Present	\$996.39
Ohio	April 1, 2009–Present	\$1,732,077.16
Oklahoma	March 23, 2009–Present	\$7,791.12
Pennsylvania	June 27, 2008–Present	\$892,011.78
Rhode Island	June 23, 2009–Present	\$3,315.73
South Dakota	August 5, 2009–Present	\$1,310.38
Tennessee	September 22, 2010–Present	\$58,514.81
Texas	October 3, 2007–Present	\$490,711.70
Vermont	September 21, 2009–Present	\$724.27
Virginia	August 27, 2009–Present	\$230.28
Washington	September 29, 2008–Present	\$21,116.83
Washington, D.C.	October 19, 2009–Present	\$1,067.56
West Virginia	March 20, 2009–Present	\$2,825.90
Wisconsin	June 3, 2009–Present	\$10,390.96
Wyoming-A	October 22, 2009–Present	\$1,310.38
Wyoming-B	September 10, 2012–Present	\$33,063.32
TOTAL SETTLEMENT FUND:		\$9,875,000.00

Excluded from the Settlement Class are F&D and Platte River, their officers and directors, members of their immediate families and their legal representatives, heirs, successors, or assigns, and any entity in which either F&D or Platte River has or had a controlling interest.

The definition above is a summary, and is not the exact definition found in the Settlement Agreement. The specific definition is set out in more detail in the Settlement Agreement, which is posted on www.meracordsuretysettlement.com.

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help by contacting the Settlement Administrator using any of the methods listed in *Question 21*. **You are not required to pay anyone to assist you in filing a claim or obtaining information about the settlements.**

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the proposed settlement provide?

The settlement provides for cash payments to eligible Settlement Class Members. The settlement has a **Total Settlement Fund** of \$9,875,000.

Under the proposed settlement, the Settlement Fund will first be used to pay for (1) the costs of class notice and administration, and (2) attorneys' fees, expenses, and incentive awards approved by the Court (*see Question 15*).

The remainder of the Settlement Fund for each F&D State (called the "**Net State Settlement Fund**") will then be distributed to qualifying Settlement Class Members, as described in Question 8.

8. How will payments be calculated?

Payments to qualifying Settlement Class Members will be based on the Net State Settlement Fund for each state, and the amount of fees paid (either to Meracord or to a debt-relief service provider) from each Settlement Class Member's Meracord account ("**Total Unreturned Fees**").

If you are a Settlement Class Member, you will get a share of the Net State Settlement Fund (*as defined in Question 7*), proportional to your share of the Total Unreturned Fees paid by all Settlement Class Members in your state. *See the Example Distribution Calculation below for more detail.*

If enough Settlement Class Members do not cash their checks, there may be a second payment to those Settlement Class Members who did cash their checks in order to use up the rest of the Net State Settlement Fund. More detail on this can be found in the Settlement Agreement (§ 23), at www.meracordsuretysettlement.com.

Example Distribution Calculation:

Assume:	
Net State Settlement Fund for State X:	\$100,000
Total Unreturned Fees paid by all Settlement Class Members in State X:	\$5,000,000
Total Unreturned Fees paid by Settlement Class Member A:	\$5,000
Total Unreturned Fees paid by Settlement Class Member B:	\$10,000
Then:	
Settlement Distribution to Settlement Class Member A = [Class Member A's fees] x [\$100,000 ÷ \$5,000,000, which represents the "pro-rata recovery per dollar paid in fees" ("PRR")]	\$100
Settlement Distribution to Settlement Class Member B = [Class Member B's fees] x [\$100,000 ÷ \$5,000,000, which represents the "pro-rata recovery per dollar paid in fees" ("PRR")]	\$200

9. How much will my payment be?

The exact amount each qualifying Settlement Class Member in each settlement will receive cannot be calculated until (1) the Court approves the settlement; (2) amounts are deducted from the Settlement Fund for notice and administration costs, attorneys' fees and expenses, and any Settlement Class Representative Incentive Awards; and (3) the Settlement Administrator determines the number of Settlement Class Members with valid addresses. *See Question 8 for the general method of calculating claims payments.*

10. When will payments be issued?

Payments will be mailed to eligible Settlement Class Members who have valid addresses on file with the Settlement Administrator, but only after the Fairness Hearing (*see Questions 18–20*), if the Court grants “final approval” of the settlement, and after any appeals are resolved. It’s always uncertain whether any appeals can be resolved, and resolving them can take time. Please be patient. As of the date of this notice, assuming no appeals, payments should be sent by the end of the year (2017).

11. What if the Settlement Administrator has the wrong address / fee amount listed for me?

The Settlement Administrator will determine a number of things based on information in Meracord’s customer account records, including: (1) whether or not you are included in the Settlement Class, (2) the amount of any payment you receive, and (3) where that payment will be sent.

You will have an opportunity to review the information that the Settlement Administrator has gotten from Meracord’s records, and to correct the following information if necessary:

- (1) Your “Payment State” – The state (or states) where you lived when you made payments into your Meracord Account, which will determine, in part, whether or not you are a class member under the F&D Settlement. *See Question 5.*
- (2) Your “Total Unreturned Fees” – The total fees paid to Meracord and to any debt relief company from your Meracord account, which will determine the amount of any payment you may be entitled to. *See Question 8.*
- (3) Your Current Mailing Address – The address where the Administrator will send any payment you may be entitled to.

You can view and update all the information above online at www.meracordsuretysettlement.com, or you can email the Administrator at info@meracordsuretysettlement.com, or call the Settlement Administrator at 1-888-321-3751 to leave a message with your information. You can also update your address using the Address Update Form at the end of this Notice.

12. What am I giving up to get a payment or stay in the settlements?

Unless you exclude yourself from the settlement (*see Question 13*), you are staying in the Settlement Class. This means that all of the Court’s orders will apply to you and legally bind you, and that you can’t sue or be part of any other lawsuit against the Settling Defendant (or any of the other related entities listed as “Released Parties” in the Settlement Agreement) about the legal claims resolved in the settlement.

The details of the release are set out in more detail in the Settlement Agreement (*See ¶¶ 25–27*), which are posted on www.meracordsuretysettlement.com. The release contains specific legal terminology. Talk to Class Counsel (*see Questions 14–15*) or your own lawyer if you have questions about what it means.

EXCLUDING YOURSELF FROM THE SETTLEMENT (“OPTING OUT”)

13. How do I get out of the settlement?

If you ask to be excluded from the settlement (also called “opting out” of the settlement), you will not get any money from the settlement, and you cannot object to the settlement. You will not be legally bound by anything that happens in the lawsuit. You may be able to sue (or continue to sue) the Settling Defendant on your own about the legal issues in the settled lawsuits. However, amounts paid by F&D pursuant to the settlement will reduce the amounts available under the Bonds for any future payment to any person excluded from the settlement. Unless you exclude yourself from the settlement, you give up any right to sue the Settling Defendant for the claims that are resolved by the settlement.

To exclude yourself from the settlement, you must send a **letter** to the Settlement Administrator by first-class mail with a clear statement that you want to be excluded. Be sure to include your **name, address, telephone number**, and your **signature**.^{*} You can’t exclude yourself by phone, by e-mail, or on the website.

^{*} If you are sending the request to be excluded as the “Legally Authorized Representative” of a Settlement Class Member, you must include any information or documents that confirm your appointment or status as a Legally Authorized Representative. A Legally Authorized Representative means an administrator/administratrix, personal representative, or executor/executrix of a deceased Settlement Class Member’s estate; a guardian, conservator, or next friend of an incapacitated Settlement Class Member; or any other legally appointed person or entity responsible for handling the

You must mail your exclusion request, **postmarked no later than August 28, 2017** to the following:

Rajagopalan v. Fidelity and Deposit Co.
EXCLUSION REQUEST
c/o GCG
P.O. Box 10445
Dublin, OH 43017-4045

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in these cases?

Yes. The Court has appointed the law firms listed below to represent you and other Settlement Class Members in the settlement. These lawyers are called Class Counsel. **You will not be charged for services performed by Class Counsel.** If you want to be represented by your own lawyer, you may hire one at your own expense.

If you want to contact Class Counsel about these settlements, they can be reached through the Settlement Administrator by calling 1-888-321-3751 or sending an email to info@meracordsuretysettlement.com.

HAGENS BERMAN SOBOL SHAPIRO LLP
Steve W. Berman (Seattle, WA)
Thomas E. Loeser (Seattle, WA)

THE PAYNTER LAW FIRM PLLC
Stuart Paynter (Hillsborough, NC)
Celeste H.G. Boyd (Hillsborough, NC)

15. How will the lawyers be paid? Are the Class Representatives being paid?

Attorneys' Fees. Class Counsel will ask the Court to approve payment from the Settlement Fund of attorneys' fees of up to 30% of the \$9,875,000 (*i.e.*, up to \$2,962,500), as well as for reimbursement for costs and expenses incurred in the prosecution of the lawsuits not to exceed \$150,000 (the "Fee and Expense Award").

Incentive Awards to Class Representatives. Class Counsel will ask the Court to approve a payment (called "Incentive Awards") for each of the Settlement Class Representatives for their services as class representatives. Those awards will vary from \$500 to \$1,000 depending on how long an individual has been a class representative. Any Incentive Award ordered by the Court will be in addition to what that Settlement Class Representative is eligible to receive as his or her share of the Settlement Fund as a Settlement Class Member.

The Court has the discretion to determine how much to award for fees and Incentive Awards. The settlement does not depend on the amounts awarded for attorneys' fees or Incentive Awards, which means that the settlement can still be approved even if the petitions for attorneys' fees and Incentive Awards are rejected.

Class Counsel is currently scheduled to file with the Court their request for attorneys' fees and for the Incentive Awards on August 7, 2017.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don't like the settlement?

If you're a Settlement Class Member, you can object to the proposed settlement if you don't like it.

You can object if you don't like any part of the proposed settlement, including the settlement's Plan of Allocation, or the request for the attorneys' Fee and Expense Award, or the request for Incentive Awards to the Class Representatives. You can give reasons why you think the Court should not approve any or all of these items, and the Court will consider your views.

You CANNOT object in order to ask the Court for a higher payment for yourself personally, although you can object to the payment terms that apply generally to the Settlement Class. The Court can only approve or disapprove the settlement, but cannot change how much money you are personally eligible to receive from the settlement. This means

business affairs of a Settlement Class Member.

QUESTIONS? CALL 1-888-321-3751 TOLL-FREE, OR VISIT WWW.MERACORDSURETYSETTLEMENT.COM

that if the Court agrees with your objection, the case won't be settled unless the parties agree to change the terms and the Court approves those changes.

To object, you must (a) **mail** your objection to the Settlement Administrator **and** (b) **file** it with the Court. To be timely, your objection must be mailed to the Settlement Administrator so that it is **postmarked by August 28, 2017, and must be filed with the Court by no later than August 28, 2017**, at the following addresses:

SETTLEMENT ADMINISTRATOR	Rajagopalan v. Fidelity and Deposit Co. c/o GCG P.O. Box 10445 Dublin, OH 43017-4045
THE COURT	United States Courthouse 1717 Pacific Avenue, Room 3100 Tacoma, WA 98402-3200

Note: You may mail your objection to the Court, but it must be received by the Court and filed by August 28, 2017. See www.meracordsuretysettlement.com for more information on how to object to the settlement.

You must include the following information in your objection:

- Your full name, address, telephone number, and signature.
- The specific reasons why you object to the settlement.
- The name, address, bar number, and telephone number of your counsel, if you're represented by an attorney. If you are represented by an attorney, he/she or it must comply with all applicable laws and rules for filing pleadings and documents in the Western District of Washington.
- State whether you intend to appear at the Fairness Hearing, either in person or through counsel.

Unless you submit a proper and timely written objection, according to the above requirements, you will not be allowed to object to the settlement or appear at the Fairness Hearing. (See *Questions 18–20*).

17. What's the difference between objecting and excluding yourself?

Objecting is simply telling the Court that you don't like something about the settlement. Excluding yourself is telling the Court that you don't want to be part of the settlement. If you exclude yourself, you have no basis to object, because the case no longer affects you. If you object, and the Court approves the settlement anyway, you will still be legally bound by the result.

THE COURT'S FAIRNESS HEARING

18. When and where will the Court decide whether to approve the settlements?

The Court will hold a "Fairness Hearing" (also known as a "Final Approval Hearing") to decide whether to finally approve the proposed settlements. The Fairness Hearing will be on **October 10, 2017, at 1:30 PM**, before Judge Benjamin Settle, United States District Court for the Western District of Washington, 1717 Pacific Avenue, Room 3100, Tacoma, WA 98402-3200. If you want to attend the Fairness Hearing, keep in mind that the date and/or time may be changed after the time of this Notice, so you should check the settlement website (www.meracordsuretysettlement.com) before making travel plans.

At the Fairness Hearing, the Court will consider whether the proposed settlement and all of its terms are adequate, fair, and reasonable. If there are objections, the Court will consider them. The Court may also decide how much to award Class Counsel for fees and expenses, and whether and how much to award the Class Representatives for representing the Class (the Incentive Awards).

At or after the Fairness Hearing, the Court will decide whether to finally approve the proposed settlement. There may be appeals after that. **There is no set timeline for either the Court's final approval decision, or for any appeals that may be brought from that decision, so it is impossible to know exactly when the settlement will become final.**

The Court may change deadlines listed in this Notice without further notice to the Class. To keep up on any changes in the deadlines, please contact the Settlement Administrator or review the website.

19. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions asked by the Court. If you send an objection, you don't have to come to Court to talk about it. So long as you mailed your written objection on time and complied with the other requirements for a proper objection, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

20. May I speak at the Fairness Hearing?

Yes. If you submitted a proper written objection to the settlement, you or your lawyer may, at your own expense, speak at the Fairness Hearing. To do so, you must follow the procedures set out in Question 16. You must also file a Notice of Intention to Appear, which must be mailed to the Settlement Administrator and **postmarked no later than August 28, 2017**. It must be **filed** with the Clerk of the Court by that same date. If you intend to have a lawyer appear on your behalf, your lawyer must enter a written notice of appearance of counsel with the Clerk of the Court no later than **August 28, 2017**. You cannot speak at the Fairness Hearing if you excluded yourself from the settlement.

GETTING MORE INFORMATION

21. How do I get more information about the settlement?

This Notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the Settlement Agreement, available at www.meracordsuretysettlement.com.

YOU MAY OBTAIN ADDITIONAL INFORMATION BY:

CALLING. Call the Settlement Administrator toll-free at 1-888-321-3751 to ask questions and receive copies of documents.

E-MAILING. Email the Settlement Administrator at info@meracordsuretysettlement.com.

WRITING. Send your questions by mail to:

Rajagopalan v. Fidelity and Deposit Co.
c/o GCG
P.O. Box 10445
Dublin, OH 43017-4045

VISITING THE SETTLEMENT WEBSITE. www.meracordsuretysettlement.com, where you will find answers to common questions about the settlement, plus other information to help you.

REVIEWING LEGAL DOCUMENTS. You can review the legal documents that have been filed with the Clerk of Court in these cases at:

United States Courthouse
1717 Pacific Avenue, Room 3100
Tacoma, WA 98402-3200

Some of the legal documents are also located on the settlement website.

ACCESSING PACER. You can access the Court dockets in these cases through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.wawd.uscourts.gov>. An access charge may apply.

PLEASE DO NOT CALL THE JUDGE OR THE COURT CLERK TO ASK QUESTIONS ABOUT THE LAWSUITS, THE SETTLEMENT, OR THIS NOTICE. The Court will not respond to letters or telephone calls. If you wish to address the Court, you must file an appropriate pleading or motion with the clerk of the court in accordance with the Court's usual procedures.

DATED: JUNE 29, 2017

BY ORDER OF THE COURT

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON

QUESTIONS? CALL 1-888-321-3751 TOLL-FREE, OR VISIT WWW.MERACORDSURETYSETTLEMENT.COM



ADDRESS UPDATE FORM

If you think you are a part of the Settlement Class and are concerned that Meracord’s customer account records may not contain your current address, you may use the following form to update your address with the Settlement Administrator. When submitting your address update, *please include as much information as possible to help the Settlement Administrator locate any Meracord account that may be associated with you.*

You are strongly encouraged to submit your address update online at www.meracordsuretysettlement.com (click on “Update My Address”).

Your Current Full Name:	
Your Current Mailing Address: <i>This is where any payment you may be entitled to will be sent.</i>	
Your Current Email Address:	
Your Spouse’s Name: <i>(if possibly a joint account)</i>	
Any other name that could have been associated with your account: <i>Maiden name, former names, etc.</i>	
State(s) Where You Lived When You Were a Meracord Customer:	
Debt Relief Company Name: <i>This is NOT Meracord (or NoteWorld). This is the company you signed up with for debt relief services.</i>	
Any mailing address that could have been associated with your account <i>Attach another page if necessary. If you don’t remember all your possible addresses, list as much about the address as you can (street name, city, state, etc.</i>	
Any email address that could have been associated with your account:	

If mailing this form, please send it by mail to:

**Rajagopalan v. Fidelity and Deposit Co.
c/o GCG
P.O. Box 10445
Dublin, OH 43017-4045**

QUESTIONS? CALL 1-888-321-3751 TOLL-FREE, OR VISIT WWW.MERACORDSURETYSETTLEMENT.COM