

Lovelace v. Global Payments Inc.
P.O. Box 404110
Louisville, KY 40233-4110

GOA

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NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING

YOU MAY BE ENTITLED TO COMPENSATION AND YOUR LEGAL RIGHTS MAY BE AFFECTED IF YOU ARE A MEMBER OF THE FOLLOWING CLASS:

All persons who paid a fee to Educational Computer Systems, Inc. d/b/a Heartland ECSI for making an online payment between November 6, 2013 and December 31, 2018 and who provided a California billing address when making the payment.

This notice summarizes a proposed class action settlement of claims brought against Educational Computer Systems, Inc. d/b/a Heartland ECSI, erroneously sued as Global Payments Inc. d/b/a Heartland ECSI (“Heartland”) involving alleged violations of California’s consumer protection laws. The name of the case is *Lovelace v. Global Payments Inc.*, Case No. BC682608.

The Los Angeles Superior Court will hold a hearing on November 6, 2019 to decide whether to give final approval to the Settlement. The court has not decided that Heartland did anything wrong and no party has admitted to any wrongdoing or liability. The purpose of this notice is to inform you of the Settlement and of your rights relating to the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
YOU ARE NOT REQUIRED TO DO ANYTHING.	If the Settlement is approved by the Court and you are a member of the class, you will not need to do anything to receive a payment. If the Court approves the Settlement, you will be bound by the Settlement unless you choose to exclude yourself from the class.
YOU MAY OPT OUT OF THE SETTLEMENT BY OCTOBER 7, 2019.	If you wish to exclude yourself, or “opt out” of the Settlement, you must submit your opt-out notice to the Settlement Administrator. See details below.
YOU MAY OBJECT TO THE SETTLEMENT BY OCTOBER 7, 2019.	If you wish to object to any part of the Settlement, you should write to the Settlement Administrator about why you object to the Settlement. See details below.
YOU MAY ATTEND THE FINAL APPROVAL HEARING TO BE HELD ON NOVEMBER 6, 2019.	If you submit a written objection to the Settlement to the Settlement Administrator before the Court-approved deadline, you may (but do not have to) attend the hearing about the Settlement and present your objections to the Court. You may attend the hearing even if you do not file a written objection.

**THESE RIGHTS AND OPTIONS, INCLUDING THE DEADLINES BY WHICH TO EXERCISE THEM,
ARE EXPLAINED IN THIS NOTICE BELOW**

1. WHAT IS THIS LAWSUIT ABOUT?

The lawsuit was brought against Heartland alleging that it charged payment-processing fees for online payments on student loans when the student loan agreements did not permit such fees.

The Settlement Class Representative and Class Counsel have concluded, after carefully considering the relevant facts and the applicable law, that it would be in the best interests of the Class to enter into this Settlement in order to avoid the uncertainties of litigation and obtain the benefits of this Settlement for the Class. After careful investigation and evaluation, the Settlement Class Representative and Class Counsel believe the Settlement is fair, reasonable, adequate, and in the best interests of the Class.

Heartland denies the allegations, any wrongdoing, and any liability whatsoever, and believes it has many defenses to all of the claims asserted against it in the lawsuit. Heartland believes that it complied and continues to comply in all respects with the law and that no Class Member has sustained any damages or injuries. Nonetheless, Heartland has concluded that continuing the litigation would be protracted and expensive, and therefore has agreed to the Settlement.

2. WHAT IS A CLASS ACTION?

In a class action, one or more people called class representatives (in this case Justin Lovelace) (“Settlement Class Representative”) sue on behalf of people who have similar claims.

3. WHO IS A CLASS MEMBER?

The Settlement Class includes all persons who paid a fee to Educational Computer Systems, Inc. d/b/a Heartland ECSI for making an online payment between November 6, 2013 and December 31, 2018 and who provided a California billing address when making the payment.

If you received notice by e-mail or mail, Heartland ECSI’s records show that you may be a Class Member in this case. Thus, you have received notice regarding settlement of a case that may affect you.

4. WHO REPRESENTS THE SETTLEMENT CLASS?

Justin Lovelace has been designated by the Court as the Settlement Class Representative for purposes of the settlement approval process. The Court has appointed Seyed Abbas Kazerounian of Kazerouni Law Group, APC and Josh B. Swigart of Hyde & Swigart as Class Counsel to represent your interests and those of the Settlement Class. You also have the right to consult with your own attorney, at your own expense, and you may enter an appearance through your own attorney if you desire.

5. WHAT ARE THE SETTLEMENT TERMS?

Heartland will pay a total of \$540,000. The settlement amount will be used to pay for administering the Settlement, providing notice of the Settlement to the Class, to pay Class Counsel’s attorneys’ fees and costs awarded by the Court (not to exceed \$135,000), and to make payments to the Settlement Class Representative (not to exceed \$2,500) to the extent approved by the Court and Class Members. The Settlement Administrator was selected through a competitive bidding process. Based upon the winning proposal, the Notice and Administration Costs are projected to be \$164,224; however the estimated Notice and Administration Costs may change depending upon developments in the case. If any portion of the Settlement Amount remains after the distribution of checks to the Settlement Class, the payment of Notice and Administration Costs, and the payment of the court-awarded incentive award and Attorneys’ Fees and Costs, the Parties and the Settlement Administrator will determine whether there are any cost-effective methods to deliver more settlement proceeds to the Settlement Class Members. Once the remainder of the Settlement Amount is determined to be too small for additional distribution efforts to be reasonable and feasible, the Settlement Administrator shall stop payment on all outstanding checks and prepare a declaration regarding the total amount that was actually paid to the Settlement Class Members and the remaining amount of uncashed checks and any other remaining balance of the Settlement Amount pursuant to California Code of Civil Procedure Section 384(b). Pursuant to the Court’s instructions, the Settlement Administrator shall pay the remaining balance of the Settlement Amount to Jump\$art Coalition for Personal Financial Literacy and the National College Access Network, such that each nonprofit organization receives half (50%) of the sum.

6. DO I NEED TO DO ANYTHING TO REMAIN A MEMBER OF THE SETTLEMENT CLASS?

You do not need to do anything to remain a member of the Settlement Class. You will remain a member of the Settlement Class unless you take steps to exclude yourself, described below. If you remain a member of the Settlement Class, you will be bound by any judgment entered whether or not it is favorable to the Settlement Class.

7. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you do not want to remain a Settlement Class Member and participate in the settlement, then you must sign and send an exclusion request to: Lovelace v. Global Payments Inc., P.O. Box 404110, Louisville, KY 40233-4110. Your exclusion request will not be valid if mailed to any other address. Your exclusion request must: (i) be signed by the class member; (ii) include the full name, address, and (if known) Heartland account number(s) of the Person(s) requesting exclusion; and (iii) include a statement that you request to be excluded from the Settlement Class in *Lovelace v. Global Payments, Inc.* No request for exclusion will be valid unless all of this information is included, except for the Heartland account number.

Your exclusion request must be postmarked by no later than October 7, 2019. The Court will exclude from the Settlement Class any member who timely and properly requests exclusion. By electing to be excluded from the Settlement Class, you: (1) will not share in any recovery if the settlement is approved; (2) will not be bound by any further orders or judgments entered for or against the Settlement Class; (3) will not be entitled to comment on or object to any proposed settlement; and (4) may present any claims you have against Heartland by filing your own lawsuit at your own expense.

8. WHAT IS THE SETTLEMENT APPROVAL PROCEDURE?

The Court will hold a settlement hearing on November 6, 2019 at 10:30 a.m., before the Honorable Daniel J. Buckley, in Department 1 of the Superior Court for the County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012 to consider whether the Settlement should be approved, as well as to consider an award of attorneys' fees and costs to Class Counsel and payment to the Settlement Class Representative for his service as class representative. You may attend the hearing, but you do not have to. If you exclude yourself from the Settlement Class, you are not entitled to object to the settlement, the award of fees and costs to Class Counsel, and the payment to the Settlement Class Representative, and you may not be heard at the settlement approval hearing.

9. HOW DO I OBJECT TO THE SETTLEMENT?

If you decide to remain in the Settlement Class and you wish to object to the settlement, the award of fees and costs to Class Counsel, or the payment to the Settlement Class Representative, you should send your objection in writing to: Lovelace v. Global Payments Inc., P.O. Box 404110, Louisville, KY 40233-4110.

Your objection must be postmarked by no later than October 7, 2019. If the Court approves the settlement, the approval will bind all members of the Settlement Class except those who have excluded themselves.

10. HOW DO I APPEAR AT THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Hearing on November 6, 2019 at 10:30 a.m., before the Honorable Daniel J. Buckley, in Department 1 of the Superior Court for the County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. If you submit a written objection to the Settlement to the Settlement Administrator before the Court-approved deadline, you may (but do not have to) attend the hearing about the Settlement and present your objections to the Court.

You may attend the hearing even if you do not file a written objection. If you appear at the Final Approval Hearing without having timely provided a written objection to the Settlement Administrator, you must provide your full name, address, and Heartland account number, if known, to the Parties during the hearing. The Court shall continue the Final Approval Hearing to allow the Parties to determine whether the objector is a Settlement Class Member and respond in writing to the objection.

11. HOW WILL I BE PAID?

If the Settlement is approved by the Court, and you did not exclude yourself from the Settlement Class, you will receive your share of the settlement proceeds by check. The Parties estimate that checks will be mailed approximately two months after the Court grants final approval of the settlement. If you have moved in the past five years, you will need to provide your current mailing address by visiting www.LovelaceSettlement.com not later than October 7, 2019.

If someone appeals the approval of the settlement, payment will be delayed until after all appeals are resolved. Please be patient.

12. WHAT ARE THE RELEASED CLAIMS?

If the settlement is approved and you do not exclude yourself from the settlement, the following release will apply:

Upon the Effective Date, the Settlement Class Representative and the Settlement Class Members, on behalf of themselves and their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns, shall be deemed to have, and by operation of the Judgment shall have, fully released and forever discharged Heartland and each and all of its present, former and future direct and indirect parent companies, affiliates, subsidiaries, agents, successors, predecessors-in-interest, or any financial institutions, corporations, trusts, or other entities that may hold or have held any interest (including, without limitation, any security interest) in any account or any receivables relating to any account, or any receivables or group of receivables, or any interest in the operation or ownership of Heartland, and all of the aforementioned's respective officers, directors, employees, attorneys, shareholders, agents, vendors, and assigns, from any and all rights, duties, obligations, claims, actions, causes of action or liabilities, whether arising under local, state or federal law (including, without limitation, under any state consumer-protection or unfair and deceptive practices acts), whether by constitution, statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, as of the Effective Date, including, without limitation: (1) that arise out of or relate in any way to any or all of the claims, causes of action, acts, omissions, facts, matters, transactions, or occurrences that were or could have been directly or indirectly alleged, asserted, described, set forth or referred to in the Action; or (2) that arise out of or relate in any way to the administration of the Settlement.

Without limiting the foregoing, the Released Claims specifically include claims that Lovelace does not know or suspect to exist in his favor at the time that the Settlement, and the releases contained therein, becomes effective. Lovelace acknowledges that he has read, understands, and waives on behalf of himself, but not as to other Settlement Class Members, all rights and benefits of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Lovelace understands and acknowledges the significance of this waiver of California Civil Code Section 1542 and any other applicable law relating to limitations on releases. In connection with such waiver and relinquishment, Lovelace acknowledges that he is aware that he may hereafter discover facts in addition to, or different from, those facts which he now knows or believes to be true with respect to the subject matter of the Settlement, but that it is his intention to release fully, finally and forever all Released Claims, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts. This waiver of Section 1542 of the California Civil Code does not extend to or apply to Settlement Class Members.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant and/or any of the Released Parties for the claims that this settlement resolves. If you have a pending lawsuit covering these same claims, speak to your lawyer in that case immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit.

14. HOW DO I GET ADDITIONAL INFORMATION?

This is only a summary of the lawsuit and the proposed settlement. You can inspect many of the court documents connected with this case on this website by using the links on the side of this webpage.

If you want further information, you can contact the Settlement Administrator by calling 1-877-468-0436 or by writing to Lovelace v. Global Payments Inc., P.O. Box 404110, Louisville, KY 40233-4110.

You can also obtain additional information by contacting Class Counsel at Abbas Kazerounian, Kazerouni Law Group, APC, 245 Fischer Avenue, Unit D1 Costa Mesa, CA 92626. You may seek the advice of your own attorney, at your expense, if you so desire.

For more detailed information, you may review the papers on file in the lawsuit, which may be inspected during regular business hours at the Civil Records Office, Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, CA 90012 or online at www.lacourt.org.

DO NOT CALL OR WRITE TO THE COURT OR THE CLERK OF THE COURT. DO NOT CONTACT YOUR SCHOOL. DO NOT CONTACT HEARTLAND. TELEPHONE REPRESENTATIVES ARE NOT AUTHORIZED TO CHANGE THE TERMS OF THE SETTLEMENT OR THIS NOTICE.