

If You Were Sent a Text Message from The Western Union Company, You May Be Entitled to a Payment from a Class Action Settlement.

A federal court directed this notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit alleging that The Western Union Company (“Western Union”) sent text messages to wireless telephone numbers without prior express written consent of the recipients in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”). Western Union denies the allegations in the lawsuit, and the Court has not decided who is right.
- Settlement Class Members who submit Valid Claims will be entitled to a share of the Settlement Fund.
- 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 (February 22, 2016)	Submit a Claim Form seeking cash payment. Give up your right to be part of another lawsuit, arbitration or proceeding against Western Union for the same legal claims resolved by this Settlement.
OPT OUT OF THE SETTLEMENT (February 22, 2016)	Request to be excluded and receive no benefits from the Settlement. This is the only option that allows you to start or continue your own lawsuit against Western Union for the claims at issue in the Settlement.
OBJECT (February 22, 2016)	Remain in the Settlement and write to the Court about why you do not like the Settlement. If you would like benefits from the Settlement, you will need to file a Claim Form. Give up your right to be part of another lawsuit, arbitration or proceeding against Western Union for the same legal claims resolved by this Settlement.
GO TO A HEARING (April 8, 2016)	Remain in the Settlement and ask to speak in Court about the fairness of the Settlement. Give up your right to be part of another lawsuit, arbitration or proceeding against The Western Union for the same legal claims resolved by this Settlement.
DO NOTHING	Get no benefits. Give up your right to be part of another lawsuit, arbitration or proceeding against Western Union for the same legal claims resolved by this Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who submit qualifying Claim Forms. Please be patient.

**QUESTIONS? CALL 1-877-841-8156 OR VISIT
www.WesternUnionTCPASettlement.com**

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BASIC INFORMATION

1. Why is there a notice?

This notice is to inform you of the proposed Settlement of a class action lawsuit and about all of your rights and options before the Court decides whether to approve it. This notice describes the lawsuit, the proposed Settlement, your legal rights, what benefits are available and who can get them.

Judge Gary Feinerman of the United States District Court, Northern District of Illinois is overseeing the proposed Settlement in the matter of *Douglas v. The Western Union Co.*, Case No. 14-cv-1741 (the “Litigation”). The proposed Settlement will resolve the claims made against Western Union in the Litigation. The people who sued are called the “Plaintiff.” Western Union is the “Defendant.”

2. What is this Litigation about?

The lawsuit alleges that Western Union sent text messages to Plaintiff’s wireless telephone numbers without prior express written consent and in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”), and it seeks statutory damages under the TCPA on behalf of the named Plaintiff and a proposed class of all individuals in the United States who received one or more unsolicited text messages from or on behalf of Western Union between March 12, 2010 and November 10, 2015.

Western Union denies each and every allegation of wrongdoing, liability and damages that were or could have been asserted in the Litigation and further denies that the claims in the Litigation would be appropriate for class treatment if the Litigation were to proceed through trial.

The Plaintiff’s Complaint and other case-related documents are posted on the Settlement Website, www.WesternUnionTCPASettlement.com. The Settlement resolves the lawsuit. The Court has not decided who is right.

3. What is the Telephone Consumer Protection Act?

The TCPA is a federal law that restricts telephone solicitations and the use of certain automated telephone equipment, such as automatic dialing systems, artificial or prerecorded voice messages, SMS text messages, and fax machines.

4. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case, Plaintiff Jason Douglas) sue on behalf of themselves and other similarly situated people. Together, all the people with similar claims are members of a “Settlement Class.”

5. Why is there a settlement?

The Court has not decided in favor of Plaintiff or Western Union. Instead, both sides have agreed to a settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and, if the Settlement is approved by the Court, Settlement Class Members will receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that Western Union did anything wrong. Western Union denies all legal claims in this case. Plaintiff and his lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE SETTLEMENT?

6. Who is included in the Settlement?

The Settlement includes all persons in the United States who received one or more unsolicited text messages sent by or on behalf of Western Union between March 12, 2010 and November 10, 2015. These people are called the “Settlement Class.”

Excluded from the Settlement Class are (a) Western Union, its officers, its directors; (b) Class Counsel; and (c) the Judges who have presided over the Litigation and their immediate family members.

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www.WesternUnionTCPASettlement.com**

7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at www.WesternUnionTCPASettlement.com or call the toll-free number 1-877-841-8156. You also may send questions to the Settlement Administrator at Western Union Text Message Settlement, C/O Epiq Systems, Inc., PO Box 3145, Portland, OR 97208-3145.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Western Union has agreed to pay \$8.5 million to create a "Settlement Fund." The Settlement Fund will be used to pay all Settlement costs, including Notice and Administration Costs, the Attorneys' Fee Award, and Incentive Award to the Class Representative. The remaining "Net Settlement Fund" will be distributed as cash payments to Settlement Class Members who submit Valid Claims. The cash payments will be approximately \$250 or an equal share of the Settlement Fund, depending on the number of Valid Claims received. For example, if 1% of the Settlement Class submits Valid Claims, each Settlement Class Member would receive approximately \$706. If, however, 5% of the Settlement Class submits Valid Claims, each Settlement Class Member would receive approximately \$140. Each Settlement Class Member may only file one claim and receive only one cash payment.

9. How do I file a claim?

To get a payment, you must submit a claim using your 12-digit, unique identifier provided in the postcard or email notice you received. If you qualify for a Cash Award, you must complete and submit a valid Claim Form. You can submit your Claim Form online at www.WesternUnionTCPASettlement.com. The deadline to file a claim online is **11:59 p.m. PST on February 22, 2016**.

You may also submit your Claim Form via regular mail. Claim Forms submitted by mail must be postmarked on or before **February 22, 2016** to:

Western Union Text Message Settlement
C/O Epiq Systems, Inc.
PO Box 3145
Portland, OR 97208-3145

No matter which method you choose to file your Claim Form, please read the Claim Form carefully and provide all the information required. Only one Claim Form per Settlement Class Member may be submitted.

10. When will I receive my payment?

Payments to valid claimants will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved (*see* "Fairness Hearing" below). If there are appeals, resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I get out of the Settlement?

If you do not want benefits from the Settlement, and you want to keep any right you might have to sue Western Union about the issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself or "opting out" of the Settlement Class.

To exclude yourself from the Settlement, you must send a letter or other written document by mail to:

Western Union Text Message Settlement
C/O Epiq Systems, Inc.
PO Box 3145
Portland, OR 97208-3145

**QUESTIONS? CALL 1-877-841-8156 OR VISIT
www.WesternUnionTCPASettlement.com**

Your request to be excluded from the Settlement must be personally signed by you and contain a statement that you are a member of the Settlement Class but desire to be excluded from it.

Your exclusion request must be postmarked no later than **February 22, 2016**. You cannot ask to be excluded on the phone, by email, or at the website.

You may opt out of the Settlement Class only for yourself. So-called “mass” or “class” opt outs, whether filed by third parties on behalf of a “mass” or “class” of members of the Settlement Class or multiple members of the Settlement Class where no personal statement has been signed by each and every individual member of the Settlement Class, are not allowed.

12. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right you might have to sue Western Union for legal claims that the Settlement resolves. You must exclude yourself from the Settlement Class in order to try to maintain your own lawsuit. If you start your own lawsuit, you will have to hire your own lawyer, and you will have to prove your claims.

13. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you cannot sue or be part of any other lawsuit against Western Union about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you. If you file a Claim Form for benefits or do nothing at all, you will be releasing Western Union from all of the claims described and identified in Section IX of the Settlement Agreement.

The Settlement Agreement is available at www.WesternUnionTCPASettlement.com. The Settlement Agreement provides more detail regarding the Release and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firm seeking to represent the Settlement Class and listed in Question 15 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

14. If I exclude myself, can I still get a payment?

No. You will not get a payment from the Settlement Fund if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

The Court has appointed Joseph J. Sipur of Sipur PC as “Class Counsel” to represent all members of the Settlement Class.

You will not be charged for this lawyer’s services. The Attorneys’ Fee Award will be paid directly from the Settlement Fund. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

16. How will the lawyers be paid?

Class Counsel intend to request up to thirty-five percent (35%) (approximately \$2,891,000) of the value of the Settlement for attorneys’ fees, plus reimbursement of reasonable, actual out-of-pocket expenses incurred in the Litigation. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will decide the amount of fees and expenses to award.

Class Counsel also will request that an Incentive Award of \$5,000 be paid from the Settlement Fund to the Class Representative for his service as representative on behalf of the whole Settlement Class.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement. To object, you must submit a letter or other written document that includes the following:

- 1) A heading that includes the case name and case number, *Douglas v. The Western Union Company*, Case No. 14-cv-1741;
- 2) Your name, address, telephone number and, if represented by counsel, the name, bar number, address and telephone number of your counsel;
- 3) A signed declaration stating, under penalty of perjury, that you are a member of the Settlement Class;
- 4) A statement of all your objections to the Settlement including your legal and factual basis for each objection; and
- 5) A statement of whether you intend to appear at the Fairness Hearing, either with or without counsel, and if with counsel, the name, bar number, address, and telephone number of your counsel who will attend.

You must file your objection with the Court and mail or email your objection to each of the following postmarked or emailed by **February 22, 2016**:

Settlement Administrator	Class Counsel	Defendant's Counsel
Western Union Text Message Settlement C/O Epiq Systems, Inc. PO Box 3145 Portland, OR 97208-3145	Joseph J. Siprut Siprut PC 17 N. State Street Suite 1600 Chicago, IL 60602	Mark S. Mester Kathleen P. Lally Latham & Watkins LLP 330 N. Wabash Avenue Suite 2800 Chicago, IL 60611

18. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

THE FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses ("Fairness Hearing").

19. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a Fairness Hearing on **April 8, 2016 at 10:00 a.m.**, at the Everett McKinley Dirksen United States Courthouse, located at 219 South Dearborn Street, Courtroom 2125, Chicago, Illinois 60604. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.WesternUnionTCPASettlement.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys' fees and expenses and for an Incentive Award to the Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

20. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper addresses, and it complies with the other requirements set forth above, the Court will consider it. You also may pay your own lawyer to attend the hearing, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, your filed objection must include a statement of whether you intend to appear at the Fairness Hearing (*See* question 17 above).

You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a member of the Settlement Class and do nothing, you will not get benefits from the Settlement. And, unless you exclude yourself, you will be bound by the judgment entered by the Court. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit or proceeding against Western Union about the claims at issue in this case.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.WesternUnionTCPASettlement.com. You also may write with questions to the Settlement Administrator at Western Union Text Message Settlement, C/O Epiq Systems, Inc., PO Box 3145, Portland, OR 97208-3145, or call the toll-free number, 1-877-841-8516.