

If you were named as a defendant in a debt collection lawsuit filed by Wakefield & Associates, Inc., you may be eligible for benefits from a class action settlement.

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

- You may be eligible to participate in a settlement with benefits, including money or debt relief, for all persons who were named as a defendant in a debt collection lawsuit filed by Wakefield & Associates, Inc. (“Wakefield”) between November 5, 2016 and August 27, 2020, in which an affidavit of assignment from the original creditor was notarized by Deanne M. Pollock.
- The settlement resolves a lawsuit over whether Wakefield filed improper debt collection lawsuits against debtors based upon invalid affidavits of assignment of debt. This Settlement avoids costs and risks to you from the lawsuit, provides benefits to debtors like you, and releases Wakefield from liability.
- The two sides disagree on whether the debtors could have won and how much money or other relief they would have been entitled to had they won.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.
- Consult your tax adviser about the tax issues associated with this Settlement. Relief provided under this Settlement, including money and debt reduction, may be subject to tax.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	By doing nothing, you will receive certain benefits that come from the Settlement. But you give up rights to separately sue Wakefield about the same legal claims asserted.
EXCLUDE YOURSELF	Get no money or benefits. This is the only option that allows you to ever be part of any other lawsuit against Wakefield about the legal claims at issue in this class action.
OBJECT	Write to the Court about why you don’t like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court must still decide whether to approve the Settlement. The Settlement benefits will be provided if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why did I receive Notice?

You or someone in your family may have been named as a defendant in a debt collection lawsuit filed by Wakefield between November 5, 2016 and August 27, 2020, based upon an affidavit of assignment of debt notarized by Deanne M. Pollock.

You were sent a Short Form Notice by first class mail on November 15, 2023. The purpose of the Short Form Notice and this Long Form Notice are to inform you of a proposed settlement in a class action lawsuit in which you may be a Class Member and outline all of your options with regard to the proposed settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, Class Members will receive Settlement benefits as described more fully in this package.

This Notice explains in greater detail about the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive them.

The Court in charge is the Sixteenth Judicial Circuit Court for Jackson County, Missouri, and the case is captioned *Rebecca Batcheller v. Wakefield & Associates, Inc.*, Case No. 2116-CV24281.

2. What is this lawsuit about?

The lawsuit claimed Wakefield violated Missouri statutory and common law when filing debt collection lawsuits against debtors based upon affidavits of assignment of debt. You can read the claims in more detail in Plaintiff Rebecca Batcheller's Petition at www.wakefieldsettlement.com.

3. Why is this a class action?

In a class action, one or more people called Class Representatives sue on behalf of themselves and other people with similar claims. This group of people with similar claims are referred to as a "Class" or "Class Members." One court and one lawsuit resolve the issues for all Class Members, except for those who exclude themselves from the Class. The Class Representative in this class action is Rebecca Batcheller. Circuit Judge Jennifer M. Phillips oversees this class action.

4. Why is there a Settlement?

The parties disagree over who would have won at trial and what Batcheller or the potential Class would have recovered if they had won. Batcheller believed she could have recovered both monetary and non-monetary relief, including the voiding of underlying judgments, monetary damages, attorney's fees, and other relief. Wakefield believed Batcheller and the Class were entitled to nothing. To resolve the dispute, and because both parties are unsure of what would've happened in a trial, they agreed to a settlement. A settlement allows both parties to avoid the costs and risks of a trial and ensured affected individuals will receive benefits. The Class Representative and the attorneys for both parties believe the Settlement is fair and equitable for all Class Members.

**QUESTIONS? CALL 1-888-323-2922 TOLL FREE OR
EMAIL WAKEFIELDSETTLEMENT@ATTICUSADMIN.COM**

WHO IS IN THE SETTLEMENT

To see if you will get benefits from this Settlement, you first must decide if you are a Class Member.

5. How do I know if I am part of the Settlement?

Judge Phillips decided everyone who fits this description is a Class Member:

All persons named as defendants in debt collection actions filed by Wakefield between November 5, 2016 and August 27, 2020, in which an affidavit of assignment from the original creditor was notarized by Deanne M. Pollock.

Excluded from the Class are persons: (1) whose debts were previously remedied by Wakefield through which the underlying judgment was satisfied, the consumer paid no money, and the account was returned to the original creditor; and/or (2) who filed for bankruptcy after the date their debt collection lawsuit was filed by Wakefield and whose bankruptcy ended in discharge rather than dismissal.

6. Are there exceptions to being included?

If you owe(d) debt to Wakefield or were named as a defendant in a debt collection lawsuit filed by Wakefield, that alone does not make you a Class Member. You are a Class Member only if you fit the description above. If Wakefield previously remedied your debt account or you filed for bankruptcy after your debt collection lawsuit was filed and your bankruptcy ended in discharge, you are excluded from being a Class Member.

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

If you are still not sure whether you are included, you can ask for free help. You can call 1-888-323-2922 or visit www.wakefieldsettlement.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What benefits does the Settlement provide?

The Settlement provides benefits for two sub-classes of Class Members. All Class Members who have outstanding debt balances remaining owing to Wakefield will receive certain amounts of debt relief. All Class Members who no longer owe any outstanding debt balances to Wakefield will receive a one-time cash payment. The entire population of Class Members, regardless of their debt balance, will also receive credit reporting relief as described below.

9. What benefits can I receive from the Settlement?

Every Class Member will receive benefits from the Settlement. The amount and type of benefits received by each Class Member will depend on the Class Member's outstanding debt balance owed to Wakefield. As such, Class Members who have outstanding debt balances will receive different benefits from the Settlement than Class Members who no longer have outstanding debt balances. For this reason, the Settlement benefits are broken down into two sub-classes:

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DEBT RELIEF SETTLEMENT SUB-CLASS

This Sub-Class consists of all Class Members who still owe money to Wakefield for outstanding debts. Class Members who owe \$700.00 or less to Wakefield on their outstanding debt balance will have the remainder of their debt waived. Class Members who owe more than \$700.00 to Wakefield on their outstanding debt balance to Wakefield will have their total debt balance reduced by 50%.

CASH SETTLEMENT SUB-CLASS

This Sub-Class consists of all Class Members who no longer have an outstanding debt balance with Wakefield. For this Sub-Class, Wakefield has agreed to create a \$800,000.00 fund to pay: (a) Cash Settlement Sub-Class Members; and (b) Class Counsel's attorneys' fees and expenses for representing the Class. This amount is called the "Cash Fund." Members of the Cash Settlement Sub-Class will receive a one-time cash payment from the Cash Fund on a *pro rata* basis.

CREDIT REPORTING RELIEF

All Class Members, regardless of the Sub-Class to which they belong, will receive credit reporting relief. As part of the Settlement, Wakefield has agreed to delete all negative tradeline information reported to any credit reporting agencies regarding Class Members' debts and/or judgments Wakefield obtained against Class Members for said debts.

TAX ADVICE

Class Members are strongly encouraged to consult with a tax professional about the tax effects of any benefits received from this Settlement. The attorneys in this case cannot provide you with any tax advice, and your receipt of benefits under this Settlement might have tax consequences.

HOW YOU GET SETTLEMENT BENEFITS

10. How can I get my Settlement benefits?

By doing nothing, you will receive the benefits that come from the Settlement, including money and/or debt relief, and credit reporting relief.

11. When would I receive my Settlement benefits?

The Court will hold a hearing on December 19, 2023, to decide whether to approve the Settlement. Even if Judge Phillips approves the Settlement, there may be appeals. It's always uncertain how an appeal will be resolved and how long it will take. Some appeals take more than a year. Please be patient. You'll receive your benefits if the Settlement is approved and after the approval becomes a "final judgment" (i.e., after any appeals are resolved or the time for filing an appeal has passed).

12. What am I giving up to receive Settlement benefits and stay in the Class?

You will become a part of the Class unless you exclude yourself by following the procedure outlined below. Class Members lose the right to sue, continue to sue, or be part of any other lawsuit filed against Wakefield concerning the legal issues in this case. For example, you won't be able to make any independent claim against Wakefield arising from the debt collection lawsuits or affidavits of assignment of debt this class action is about. Staying in the Class also means all of the orders entered by the Court in this lawsuit will apply to you and

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legally bind you. The Settlement Agreement sets forth the exact legal claims you give up if you receive Settlement benefits. Please read the Settlement Agreement at www.wakefieldsettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want benefits from this Settlement, but you want to keep the right to sue or continue to sue Wakefield on your own about the legal 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.

13. How do I opt out of the Settlement?

To opt out yourself from the Settlement, you must send a letter by mail saying you want to be excluded from the settlement in *Rebecca Batcheller v. Wakefield & Associates, Inc.*, Case No. 2116-CV24281. Please include your name, address, telephone number, last four digits of your Social Security Number, and the name of any co-debtor on your debt account with Wakefield and/or co-defendant named in your debt collection lawsuit filed by Wakefield, along with your signature. The exclusion request must be signed by you and by any co-debtor on your debt account/co-defendant named in your debt collection lawsuit, unless the co-borrower and/or co-defendant is deceased, in which case you must include a death certificate with your request. You cannot exclude yourself by having an actual or purported agent or attorney acting for you or a group of Class Members sign the letter. You must mail your exclusion request postmarked no later than **December 15, 2023**, to:

Batcheller v Wakefield & Associates, Inc.
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

If you ask to be excluded, you'll receive no Settlement benefits, and you cannot object to the Settlement. You won't be legally bound by anything that happens. You may individually sue (or continue to individually sue) Wakefield about the claims asserted in this class action.

14. If I don't exclude myself, can I sue Wakefield for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Wakefield for the claims this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **December 15, 2023**. Exclusion requests postmarked later than this date will not be honored.

15. If I exclude myself, can I receive benefits from this Settlement?

No. But you may sue, continue to sue, or be part of a different lawsuit against Wakefield about the same types of claims that were made in this case.

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THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court appointed Timothy J. Wolf, Tyler J. Hamilton, Michael L. Belancio, and their law firm, Watters Wolf Bub & Hansmann, LLC, to represent you and the other Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. They are experienced in handling class actions of this nature. More information about these lawyers and their firm is available at www.wwbhlaw.com. You needn't hire your own lawyer because Class Counsel is working for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel has prosecuted this litigation on a contingent basis and has incurred or advanced all costs, expenses, and attorneys' fees associated with the lawsuit since their investigation of claims against Wakefield began in 2017. Class Counsel hasn't been paid for their work or received reimbursement for the expenses they have incurred or advanced for the Class Representative and Class Members. Class Counsel will ask the Court to approve payment of approximately 25% of the value of the Settlement benefits to them for attorneys' fees and for reimbursement of expenses and costs. The fees and expenses would pay Class Counsel for investigating the facts, litigating the case, negotiating the settlement, and paying the costs to administer the settlement. Class Counsel will ask the Court to approve payment of \$25,000.00 to Rebecca Batcheller for her services as Class Representative.

OBJECTING TO THE SETTLEMENT

You can tell the Court you don't agree with the Settlement in whole or in part.

18. How do I tell the Court that I don't like the Settlement?

If you're a Class Member, you can object to the entirety of or portions of the settlement that you do not like and explain why you think the Court should not approve those portions of the Settlement. The Court will consider your view before determining whether to approve the settlement. To object, you must send a letter saying you object to the Settlement in *Rebecca Batcheller v. Wakefield & Associates, Inc.*, Case No. 2116-CV24281. Your letter must include your name, address, telephone number, facsimile number (if available), email address (if available), last four digits of your Social Security Number, a statement of your objections, and the reasons and facts you contend support your objections. Your objection must include any documents (including debt or court documents) you rely upon to support your objection and identify any witnesses you plan to use at the Fairness Hearing (described below). If there is other evidence that you rely upon for your objection, you must attach copies to your objection. If you plan to use expert witnesses to support your objection, you must provide—with your objection—an expert report for each expert outlining the expert's opinions and the facts and reasons for the expert's opinions. You must also state whether you intend to appear at the Fairness Hearing and provide copies of any evidence you intend to use at the hearing. Finally, you must sign and date the objection and include a statement substantially in the following form: "I declare (or certify, verify, or state) under penalty of perjury that all of the information in the objection is true and correct. Executed on (date). (Signature)." Mail the objection to the Court, to Class Counsel, and to Wakefield's Counsel at the separate addresses below. Your objection must be postmarked no later than **December 15, 2023**, to:

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COURT	CLASS COUNSEL	WAKEFIELD'S COUNSEL
Circuit Clerk's Office 308 W. Kansas Ave. Independence, MO 64050 Attn: Division 12	Timothy J. Wolf Tyler J. Hamilton Michael L. Belancio Watters Wolf Bub & Hansmann, LLC 600 Kellwood Parkway, Suite 120 St. Louis, MO 63017	James M. Brodzik Hinshaw & Culbertson, LLP 701 Market St., Suite 260 St. Louis, MO 63101

If an attorney is submitting the objection for you, besides the information and materials discussed above, the objection must also include the name, address, telephone number, facsimile number (if available), and email address (if available) of your attorney and a detailed description of the legal authorities supporting each objection.

If you file an objection, Class Counsel or Wakefield's Counsel may notice and take your deposition, consistent with the Missouri Supreme Court Rules, at an agreed-upon location before the Fairness Hearing and seek any documentary evidence or other tangible things relevant to the objection. Failure by an objector to comply with discovery requests may cause the Court to strike the objection and otherwise deny that person the opportunity to be heard further. The Court reserves the right to tax the costs of any such discovery to the objector or objector's counsel should the Court determine the objection is frivolous or is made for an improper purpose.

19. What's the difference between objecting and excluding?

Objecting is telling the Court you don't like something about the settlement. You can only object if you stay in the Class. Excluding yourself is telling the Court you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you ask to speak, but you don't have to.

20. How will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at **9:00 a.m. on December 19, 2023**, at the Sixteenth Judicial Circuit, Division 12, 308 W. Kansas Ave., Independence, MO 64050. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Phillips will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and the Class Representative. After the hearing, the Court will decide whether to approve the Settlement. We don't know how long these decisions will take.

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

No. Class Counsel will answer questions that Judge Phillips may have. However, you are welcome to attend at your own expense. If you send an objection, you don't have to come to Court to talk about it. The Court will consider all written objections that are mailed on time with all the required information. You may also pay your own lawyer to attend, but that is unnecessary.

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22. May I speak at the Fairness Hearing?

You may ask the Court for permission to speak at the Fairness Hearing. You may speak either for or against the settlement. To speak at the Fairness Hearing, you must mail a letter saying it is your “Notice of Intention to Appear in *Rebecca Batcheller v. Wakefield & Associates, Inc.*, Case No. 2116-CV24281.” Your “Notice of Intention to Appear” must include your name, address, telephone number, last four digits of your Social Security Number, and your signature. Your “Notice of Intention to Appear” must be filed with the Court and served upon Class Counsel and Wakefield’s Counsel no later than ten (10) days prior to the date of the Fairness Hearing, at the three addresses provided in Question 18 above.

If you plan to speak at the Fairness Hearing to tell the Court you don’t like something about the settlement, you must submit an objection as detailed in Question 18 above and include with that objection your intent to appear at the Fairness Hearing. The identity of any witnesses or experts you plan to present at the Fairness Hearing as well as what evidence you intend to present at the Fairness Hearing must also be included with your objection.

You cannot speak at the hearing if you excluded yourself or if you don’t send in a request with the required information and documents.

GETTING MORE INFORMATION

23. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are set forth in the Settlement Agreement. You may receive a copy of the Settlement Agreement by writing to Atticus Administration, PO Box 64053, Saint Paul, MN 55164 or by visiting www.wakefieldsettlement.com.

DATE: November 15, 2023