

United States District Court for the Southern District of Florida

IF YOU RECEIVED A TEXT MESSAGE FROM INTERMEX DESPITE BEING A NON-CUSTOMER, YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT.

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

- Plaintiff Stuart Sawyer brought a lawsuit alleging that Intermex Wire Transfer, LLC (“Intermex”) violated the Telephone Consumer Protection Act by sending autodialed text messages to non-customers’ cell phones.
- Intermex denies that it did anything wrong. However, in order to avoid the risks and expense associated with continued litigation, Intermex agreed to settle the case.
- The settlement affects noncustomers successfully contacted by Intermex by text message, through use of the same texting platform that was used to contact Plaintiff, between May 30, 2015 and October 7, 2019.
- If you received a notice in the mail about this lawsuit in the mail, you are likely a Class Member. If you did not receive a notice about this settlement but believe you are a class member, you must submit documentation showing that you were the user or subscriber of the phone number on which you received texts.
- The Settlement, if approved, would provide \$3,250,000 to pay valid and timely claims of those persons who received any of these text messages from Intermex, as well as to pay Class Counsel’s attorneys’ fees and costs, an award to the Class Representative, and notice and administration costs of the Settlement.
- Class Members who submit valid claims are expected to receive more than **\$100**.

Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Submit a Claim Form	This is the only way to get a payment from the Settlement. You can submit a valid and timely claim form by mail to Intermex TCPA Settlement, c/o Settlement Administrator, PO Box 23309, Jacksonville FL 32241-3309. Alternatively, you may submit a claim online at www.intermextcpasettlement.com . If you fail to submit a timely claim, you won't receive a settlement payment.
Do Nothing	Get no payment. Give up any rights to sue Intermex and other Released Persons separately regarding the legal claims in this case.
Exclude Yourself or "Opt Out" of the Settlement	If you ask to be excluded, you will get no payment. You will also not waive any rights you may have against Intermex and the other Released Persons with respect to the legal claims in this case.
Object	Write to the Court about why you believe the Settlement is unfair.
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 in charge of this case still has to decide whether to approve the Settlement. Payments will be made on valid and timely claims if the Court approves the Settlement and after any appeals are resolved. Please be patient.

For updates and other information about the settlement, please monitor the settlement website, www.intermextcpasettlement.com.

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BASIC INFORMATION

1. Why is there a notice?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement.

If the Court approves the Settlement and after any objections or appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows. Because your rights will be affected by this Settlement, it is important that you read this Notice carefully.

If you received a Notice in the mail, it is because, according to Intermex's records, you may be a non-customer whose cellular telephone number it sent a text message using the same texting platform used to text Plaintiff relevant to this case, between May 30, 2015 and October 7, 2019.

The Court in charge of the case is Judge Beth Bloom of the United District Court for the Southern District of Florida, and the case is known as *Sawyer v. Intermex Wire Transfer, LLC*, No. 1:19-cv- 22212 (S.D. Fla.). The proposed Settlement would resolve all claims in this case. The person who sued, Stuart Sawyer, is called the Plaintiff. The company sued, Intermex Wire Transfer, LLC, is called the Defendant, and is referred to in this Notice as "Intermex."

2. What is this class action lawsuit about?

A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. Representative plaintiffs, also known as "class representatives," assert claims on behalf of the entire class.

The Class Representative, Plaintiff Sawyer, filed this Action alleging that Intermex violated the Telephone Consumer Protection Act ("TCPA") by causing text messages to be sent to the cellular telephone numbers of himself and others using an automatic telephone dialing system, without the prior express consent of the called party.

Intermex denies that it did anything wrong and denies that this case would be appropriate for treatment as a class action without a settlement.

3. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or Defendant. Both sides agreed to a settlement instead of going to trial. That way, they avoid the risk and cost of protracted litigation, and the people affected by the disputed phone calls that participate in the settlement will receive money. The Class Representative and his attorneys think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

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

If you were not an Intermex customer, but received a text message on your cell phone from Intermex between May 30, 2015 and October 7, 2019, you are likely a Class Member.

The technical class definition is: "All noncustomers successfully contacted by Intermex by text message, through use of the same texting platform that was used to contact Plaintiff, between May 30, 2015 and October 7, 2019."

If you have questions about whether you are a Settlement Class Member, or are still not sure whether you are included, you can call 1-800-566-0584 or visit www.intermextcpsettlement.com for more information.

THE SETTLEMENT BENEFITS - WHAT YOU GET

5. What does the Settlement provide?

Intermex has agreed to pay a total settlement amount of \$3,250,000, which will be used to create a Settlement Fund to pay cash awards to Settlement Class Members who submit a valid and timely approved claim, pay Class Counsel's

attorneys' fees and costs, pay an incentive award to the Class Representative, and pay costs and expenses of settlement notice and administration.

Any remaining monies from uncashed settlement checks may be redistributed in further distributions to Settlement Class Members who submitted a valid and timely claim and cashed settlement checks. However, if a further distribution would no longer be administratively feasible, the remaining monies will instead be evenly donated to the Public Justice Foundation and National Consumer Law Center or another non-profit designated by the Court.

HOW YOU GET A PAYMENT

6. How and when can I get a payment?

Each Class Member who submits a valid and timely Claim Form will receive monetary Settlement Relief. The amount of the per-claimant Settlement Relief will depend on the total number of valid and timely claims filed by all Class Members. It is difficult to tell how many non-customers are in the class, which makes it difficult to predict how much money claimants will receive. However, Class Counsel estimate that the amount of individual Settlement Relief will likely be more than \$100. Eligible Settlement Class Members may make one claim per associated unique cellular telephone number texted.

Claims may be mailed to:

Intermex TCPA Settlement
c/o Settlement Administrator
PO Box 23309
Jacksonville FL 32241

OR

Claims may be submitted online at www.intermextcpasettlement.com.

All claims must be postmarked or submitted online no later than August 3, 2020.

The Court will hold a hearing at 9:00 a.m. ET on September 1, 2020, in Courtroom 10-2 of the U.S. District Court, Southern District of Florida, located at 400 North Miami Avenue, Miami, Florida 33128, to decide whether to approve the Settlement. You do not have to be present at the hearing.

If the Settlement is approved, appeals may still follow. While the Parties want this Settlement finalized efficiently, resolution it is never completely certain how long it will take to issue checks, and resolving appeals can take time, sometimes more than a year. Please be patient. You can check for updates on the Settlement Website, www.intermextcpasettlement.com.

7. What am I giving up to get a payment or stay in the Class?

If you are a Class Member, unless you exclude yourself, you can't sue, continue to sue, or be part of any other lawsuit against Intermex and other Released Persons about the legal issues in this case, and all of the decisions and judgments by the Court will bind you.

The law upon which this case is based, the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, restricts making calls (including text message calls) to cell phone numbers using an automatic telephone dialing system or an artificial or prerecorded voice without the called party's prior express consent. The TCPA provides for damages of \$500 per violation, or up to \$1,500 for knowing or willful violations, plus an injunction limiting future conduct. Persons who exclude themselves could try to obtain these damages at their own expense; the lawyers in this case will not represent you if you do so.

Filing your own case, however, is risky. Intermex has raised a host of defenses, denies that the equipment used to make the calls at issue is covered by the TCPA, and will forcefully argue that it had prior express consent to make any calls or other possible defenses. In addition, the TCPA does not provide for attorneys' fees to prevailing individual plaintiffs. This Settlement permits Class Members the opportunity to obtain a smaller amount of money than they could get if they sued on their own, risk and hassle-free.

If you file a Claim Form for benefits or do nothing at all, you will be unable to file your own lawsuit regarding the

claims described in this Notice, and you will release Intermex and other Released Persons from any liability for the Released Claims defined below and in the Settlement.

Remaining in the Class means that, upon Final Approval of the Settlement, you and all other Releasing Persons will be deemed to have released the Released Persons from any and all of the Released Claims.

“Releasing Persons” means Plaintiff, all Settlement Class Members, and anyone claiming through them such as heirs, next-of-kin, administrators, executors, personal representatives, successors, and assigns.

“Released Persons” means Intermex and each of its Affiliates [i.e., any person or entity that controls, is controlled by, or is under common control with Intermex, including any parents or subsidiaries], including but not limited to, each entity’s divisions, corporate parent(s), subsidiaries (whether direct or indirect), predecessors, investors, whether past or present, along with all of the officers, directors, managers, employees, agents, brokers, insurers, distributors, representatives and clients, whether past or present, of any of the foregoing entities.

“Released Claims” means any and all TCPA or state court analog claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory that exist as of the date of the Preliminary Approval Order, arising out of Intermex’s use of the texting platform used to text Plaintiff, to text the Class Members. For the avoidance of doubt, and without limitation, this release only affects claims arising out of use of the texting platform, and does not include for example claims concerning the substance of such texts or transfers of money.

The Settlement Agreement (available at the website) provides more detail regarding what people who do not exclude themselves will give up, so read it carefully. You can talk to the law firms representing the Class listed in Question 9 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Persons or the Released Claims or what they mean.

The release does not apply to Class Members who timely opt out of the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from this Settlement, and you want to keep the right to sue or continue to sue Intermex and any of the Released Persons on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement. The Court will exclude from the Class any member who requests exclusion.

8. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from the Settlement Class in *Sawyer v. Intermex Wire Transfer, LLC*, No. 1:19-cv- 22212 (S.D. Fla.). You must include your full name, address, and the phone number Intermex texted. You must personally sign your request for exclusion. You must mail your exclusion request postmarked no later than August 3, 2020, to:

Intermex TCPA Settlement
c/o Settlement Administrator
PO Box 23309
Jacksonville FL 32241-3309

If you ask to be excluded, you will not get any Settlement Relief and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Intermex and other Released Persons relating to any of the Released Claims in the future. Although no other person may exclude you from the Settlement Class, nothing prohibits you from obtaining the assistance of another, such as a lawyer or family member, in preparing or submitting any individual exclusion. However, “mass” or “class” opt-outs filed by third parties on behalf of a “mass” or “class” of Settlement Class Members, when not signed by each Settlement Class Member, will not be valid.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

The Court appointed Burke Law Offices, LLC and The Consumer Protection Firm, PLLC to represent you and other Class Members.

These lawyers are called Class Counsel. You will not be charged separately for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense and have that lawyer make an appearance for you if you so desire.

Additionally, you may enter an appearance through your own attorney if you so desire, but you do not need to do so.

10. How will the lawyers and class representatives be paid?

Class Counsel anticipates asking the Court to approve payment of up to one-third of the Settlement Fund (i.e., \$1,083,333.33) to compensate them for attorneys' fees for investigating the facts, litigating the case, and negotiating the Settlement, plus out-of-pocket costs. Class Counsel will also request an award of \$15,000 to the Class Representative, as compensation for his time and effort. The Court may award less than these amounts. These payments, along with the costs of notice and administering the Settlement, will be made from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

11. How do I tell the Court that I do not think the Settlement is fair?

If you are a Class Member, you may object to any part of the Settlement. The Court will consider your views. To object, you must file a written statement with the Court saying that you object to the proposed Settlement in *Sawyer v. Intermex Wire Transfer, LLC*, No. 1:19-cv-22212 (S.D. Fla.). Your written objection must state: (a) the name, address, and telephone number of the Settlement Class Member objecting and, if different, the cellular telephone number at which the Settlement Class Member received a text from Intermex during the Settlement Class Period; (b) if represented by counsel, the name, address, and telephone number of the Settlement Class Member's counsel; (c) the basis for the objection; (d) whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; and (e) a statement of whether the Settlement Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel. The objection must state whether it applies only to you, to a specific subset of the Class, or to the entire Class, and also state with specificity the grounds for the objection. Although all objections must identify any lawyer that represents you as to the Action or your objection, you do not have to hire a lawyer to object. Your objection should be filed with the Court and sent to Class Counsel and counsel for Intermex. Objections must be filed and postmarked by August 3, 2020.

The objection must be sent to:

For Filing:

Sawyer v. Intermex Wire Transfer, LLC,
No. 1:19-cv-22212 (S.D. Fla.)
Clerk of the Court
Wilkie D. Ferguson, Jr. U.S. Courthouse
400 N. Miami Ave.
Miami, FL 33128

By Mail:

Alexander H Burke
Burke Law Offices, LLC
909 Davis Street, Suite 500
Evanston, IL 60201

Billy Howard
The Consumer Protection Law Firm, PLLC 4030
Henderson Blvd.
Tampa, FL 33629

Counsel for Plaintiff and the Settlement Class

Aaron S. Weiss
Carlton Fields, P.A.
100 S.E. Second St., Ste. 4200
Miami, FL 33131

Counsel for Intermex

THE FINAL APPROVAL HEARING

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

The Court will hold a hearing to decide whether to approve the Settlement. This Final Approval Hearing will be held at 9:00 a.m. ET on September 1, 2020, at the United States District Court for the Southern District of Florida, Wilkie D. Ferguson, Jr. U.S. Courthouse, 400 North Miami Avenue, Miami, Florida 33128, in Courtroom 10-2. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the website for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to award attorneys' fees, expenses, and Class Representative incentive award, and in what amounts. If there are objections, the Court will consider them. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take the Court to issue its decision. **It is not necessary for you to appear at this hearing, but you may attend at your own expense.**

13. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that you intend to appear at the Final Approval Hearing in *Sawyer v. Intermex Wire Transfer, LLC*, No. 1:19-cv-22212 (S.D. Fla.). Be sure to include your full name, address, and telephone number, as well as copies of any papers, exhibits, or other evidence that you will present to the Court in connection with the Final Approval Hearing. Your letter stating your notice of intention to appear must be postmarked no later than August 3, 2020, and be sent to the Clerk of the Court, Wilkie D. Ferguson, Jr. U.S. Courthouse, 400 North Miami Avenue, Miami, Florida 33128, and to the lawyers listed above. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

14. What happens if I do nothing at all?

If you do nothing, and are a Class Member, you will not receive a payment. In order to receive a payment, you must submit a claim form. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Intermex and the other Released Persons about the Released Claims in this case ever again.

GETTING MORE INFORMATION

15. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by calling the Settlement Administrator toll-free at 1-800-566-0584, writing to:

Intermex TCPA Settlement, c/o Settlement Administrator, PO Box 23309, Jacksonville FL 32241; or visiting the website at www.intermextcpasettlement.com, where you will also find answers to common questions about the Settlement, a claim form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.