

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

James Elias and James Kozik v. Synchrony Bank
Superior Court for the State of California County of Los Angeles
Case No. BC555883

**READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED**

This Notice is for residents of California, who between March 27, 2012 and June 16, 2017 (1) received a telephone call regarding the collection of a debt and spoke with an agent of Synchrony Bank (formerly known as GE Capital Retail Bank and GE Money Bank), (2) did not have an account with Synchrony Bank at the time of the call and (3) were not informed at the beginning of the call that the call may be recorded. Please read the rest of this Notice carefully to find out more.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Participate in the Settlement	If you wish to receive a Settlement Payment, read this Notice for information on how to file a claim. If you do not file a Claim Form by October 24, 2017, you will not receive a Settlement Payment.
Exclude Yourself from the Settlement	If you do not want to participate in the settlement, you must send a letter requesting exclusion postmarked no later than October 24, 2017 or else you will be bound by the settlement.
Object to the Settlement	If you wish to object to the settlement, you must follow the directions in this Notice.
Participate in the Hearing	If you submit a timely objection to the settlement, you may also indicate in the objection whether you wish to appear and be heard at the time of the final fairness hearing.
Do Nothing	If you do nothing with respect to this Notice, you will not receive any Settlement Payment and you will be bound by the terms of the settlement including the release of claims described below.

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

What is the Case About?

This class action case alleges that Synchrony Bank violated California laws that prohibit the recording of telephone calls without notice to or consent of all parties to the conversation. The case covers persons who were California residents, received a call made by or on behalf of Synchrony Bank regarding the collection of a debt and spoke with an agent of Synchrony Bank between March 27, 2012 and June 16, 2017, did not have an account with Synchrony Bank at the time of the call, and were not informed at the beginning of the call that the call may be recorded.

What is a Class Action?

In a class action, one or more people called class representatives (in this case James Elias and James Kozik) sue on behalf of people who have similar claims.

Am I a Class Member?

You are a Class Member if, while you were a California resident, you (1) received a telephone call between March 27, 2012 and June 16, 2017 regarding the collection of a debt and spoke with an agent of Synchrony Bank, (2) did not have an account with Synchrony Bank at the time of the call and (3) were not informed at the beginning of the call that the call may be recorded.

If you received a notice of this proposed settlement by mail, Synchrony Bank has records indicating that you might be a member of the Class entitled to submit a Claim Form. You might be a member even if you did not receive notice by mail.

Why is There a Settlement?

Both sides agreed to a settlement to avoid the uncertainty and cost of class certification and a trial and to provide benefits to Class Members more promptly. The Court did not decide in favor of plaintiffs James Elias or James Kozik (“Plaintiffs” or “Class Representatives”) or defendant Synchrony Bank, and Synchrony Bank denies any liability or wrongdoing of any kind associated with the claims in this class action.

What Can I Get From The Settlement?

Synchrony Bank has agreed to create a Settlement Fund of \$999,999.00. After class action administration fees and costs, service payments to the class representatives, and Class Counsel’s attorneys’ fees and costs are deducted, the remaining amount will be divided up equally amongst all Class Members who submit timely and valid Claim Forms. If any of the Settlement Fund remains after payment of all valid and timely claims, including settlement checks that remain unclaimed or uncashed for more than 180 days, then such funds will be distributed to Legal Services for Children to be used to provide free legal representation to children and youth in California.

You may make only one claim, regardless of the number of calls you received from Synchrony Bank between March 27, 2012 and June 16, 2017. **Please note that Synchrony Bank may use its records to investigate the accuracy of claims.**

What Do I Need to Do To Receive a Settlement Payment?

You must complete a Claim Form and return it to the Claims Administrator on time. You may obtain a hard copy Claim Form from the Settlement Website, www.eliasclassactionsettlement.com, by calling 1-866-763-9946, or by writing to the Claims Administrator at P.O. Box 404000, Louisville, KY 40233-4000. You also may submit a completed Claim Form online at the Settlement Website, www.eliasclassactionsettlement.com. A Claim Form will not be considered timely unless it is returned to the Claims Administrator online or sent by mail postmarked no later than October 24, 2017.

Upon a request from a Class Member, the Claims Administrator will accept a completed paper Claim Form by facsimile or e-mail which is sent no later than October 24, 2017.

If you move during the pendency of the Lawsuit, please contact the Claims Administrator to update your address.

What Am I Giving Up to Get Settlement Benefits or Stay In the Class?

Unless you exclude yourself, as described below, you will remain in the Class and be bound by the terms of the settlement and all of the Court’s orders. This means that you can’t sue or be part of any other lawsuit against Synchrony Bank or its related parties about the issues in this case. Staying in the Class also means that you agree to the following release of claims, which describes the legal claims that you give up:

Release by the Settlement Class. Upon entry of the Judgment, Class Representatives, for themselves and on behalf of each member of the Class who has not submitted a valid and timely request for exclusion from the Class, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, irrevocably, and forever released Synchrony Bank and, whether or not specifically named herein, each of its past or present directors, officers, employees, agents, insurers or reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, affiliates, related companies, any entity on whose behalf Synchrony Bank or GE Capital Retail Bank may have acted, parents, subsidiaries, joint venturers, independent contractors, service providers, vendors, divisions, predecessors, successors, and assigns, from any and all liabilities, claims, causes of action, damages, costs, attorneys’ fees, losses, or demands, whether known or unknown, existing or potential, suspected or unsuspected, (1) asserted in the Third Amended Complaint, (2) relating to the transactions, actions, conduct or events that are the subject of the Third Amended Complaint, (3) relating to the violation of the California Invasion of Privacy Act, Cal. Penal Code §§ 630, *et seq.*, including, without limitation, Cal. Penal Code §§ 631, 632, and/or 632.7, (4) relating to the recording, eavesdropping upon and/or monitoring of telephone calls, and/or (5) arising out of the institution, prosecution, assertion, defense, settlement or resolution of the Action.

When Can I Expect To Receive My Settlement Payment?

The Court will hold a hearing on December 7, 2017, to decide whether to give final approval to the settlement. You will be kept informed of the progress of the settlement through the dedicated settlement website at www.eliasclassactionsettlement.com. Please be patient.

Can I Exclude Myself From the Settlement?

If you don’t want to receive benefits from this settlement, but you want to keep the right to sue Synchrony Bank on your own at your own expense about the issues in this case, then you must take steps to exclude yourself from the settlement. This is also called “opting-out” of the settlement. To exclude yourself from the settlement, you must send a letter by first

class United States mail to the Claims Administrator, containing (1) the title of the Action; (2) the full name, address, and telephone number of the person requesting exclusion; and (3) a statement that he or she requests to be excluded from the Settlement Class. You are also asked to but not required to provide a short statement of the reasons for the request. Be sure to include your name, address, telephone number, and signature. Your letter requesting exclusion from the settlement must be postmarked no later than October 24, 2017 and mailed to:

Elias v. Synchrony Settlement Administrator
P.O. Box 404000
Louisville, KY 40233-4000

If you request exclusion from the settlement, you will not get any settlement benefits, and you cannot object to the terms of the settlement. You will not be legally bound by anything that happens in this lawsuit.

If I Don't Exclude Myself, Can I Sue Synchrony Bank for the Same Thing Later?

No. Unless you exclude yourself, you give up any right to sue Synchrony Bank 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.

Do I Have a Lawyer in the Case?

The Court has appointed Law Office of Jonathan Weiss (Jonathan Weiss, Esq.), Legg Law Firm, LLP (Scott C. Borison, Esq.), and The Holland Law Firm, P.C. (Peter Holland, Esq.) to represent you and other class members as Class Counsel. Class Counsel will be paid from the Settlement Fund and you will not be charged for this. If you want to be represented by your own lawyer, you may hire one at your own expense.

How Will the Lawyers and the Class Representatives Be Paid?

Class Counsel will ask the Court to approve payment of up to \$399,999.00 (40% of the \$999,999.00 Settlement Fund) in attorneys' fees plus all out-of-pocket costs, estimated not to exceed \$30,000.00. The fees would pay Class Counsel for investigating the facts, litigating the case, negotiating the settlement, and following through to make sure that its terms are carried out. Class Counsel also will ask the Court to approve a payment of \$10,000.00 to plaintiff James Elias and a payment of \$5,000.00 to plaintiff James Kozik for their service as Class Representatives. The Court may award less than these amounts. These amounts will be paid out of the \$999,999.00 Settlement Fund. Class Counsel will file with the Court their motion for award of attorneys' fees, litigation costs, administration costs and Class Representatives' service payment no later than September 25, 2017. After that date, you may view the motion on the Settlement Website.

How Do I Tell the Court That I Don't Like the Settlement?

You can ask the Court to deny approval of the Settlement by submitting an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

You must object to the proposed settlement in writing. All written objections and supporting papers must include (1) the name and case number of the lawsuit: *James Elias, v. Synchrony Bank*, Superior Court of the State of California, County of Los Angeles Case No. BC555883, (2) the objector's full name, postal address and telephone number, (3) proof of the objector's membership in the Class in the form of a statement made under penalty of perjury, (4) all grounds for the objection including, if available, the factual and legal bases for the objection known to the objector or his or her counsel and the relief the objector is seeking, (5) the identity, postal address, and telephone number for all counsel who represent the objector, if any, and (6) a statement confirming whether the objector or the objector's counsel intends to appear personally at the final fairness hearing.

Objections must be mailed to the Claims Administrator by first class mail at the following address:

Elias v. Synchrony Settlement Administrator
P.O. Box 404000
Louisville, KY 40233-4000

Objections must be postmarked by October 24, 2017 to be considered timely.

What's the Difference Between Objecting and Excluding?

Objecting is telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. If you object, you may still submit a Claim Form to receive the benefits of the settlement. Excluding yourself is telling the Court that you don't want to be part of the Class or participate in the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. You cannot both object to and exclude yourself from the settlement. Any person who attempts both to object to and exclude themselves from the settlement will be deemed to have excluded themselves and will forfeit the right to object to or participate in the settlement or any of its terms.

When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a final fairness hearing regarding the settlement at 10 a.m. on December 7, 2017 at the Superior Court of the State of California, County of Los Angeles, Central Civil West Courthouse 600 South Commonwealth Ave. Department 310, Los Angeles, CA 90005. The hearing location may be changed, so please check ahead of time at www.eliasclassactionsettlement.com or by calling 1-866-763-9946. At that hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who ask to speak at the hearing. The Court also will decide how much to pay to Class Counsel and the Class Representatives. After the hearing, the Court will decide whether to approve the settlement. Class Counsel do not know how long those decisions will take.

The final fairness hearing date, time or location may be changed without further notice. Any change to the final fairness hearing date or time will be posted on the Settlement Website, www.eliasclassactionsettlement.com.

Do I Have to Come to the Hearing?

No. Class Counsel will answer questions the Court may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submit your written objection on time, the Court will consider it. You also may also have your own lawyer attend at your own expense, but doing so is not necessary.

You may ask the Court for permission to speak at the final fairness hearing. You cannot speak at the hearing if you excluded yourself from the settlement.

What Happens if I Do Nothing At All?

If you do nothing, you will remain in the Settlement Class and will be bound by the terms of the settlement and all of the Court's orders including the Release. This also means that you will not receive any settlement benefits and can't sue or be part of any other lawsuit against Synchrony Bank or the other released parties about the issues in this case.

Are There More Details About the Settlement?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the Settlement Agreement. You can get a copy of the Settlement Agreement and other case documents through the Settlement Website, www.eliasclassactionsettlement.com, by calling 1-866-763-9946, by writing to the Claims Administrator at P.O. Box 404000, Louisville, KY 40233-4000, or by visiting the office of the Clerk of the Court for the Superior Court of the State of California, County of Los Angeles located at Central Civil West Courthouse 600 South Commonwealth Ave., Los Angeles, CA 90005. You also can contact Class Counsel:

Jonathan Weiss, Esq.
Law Office of Jonathan Weiss
10576 Troon Avenue
Los Angeles, California 90064-4436
(310) 558-0404
jw@lojw.com

PLEASE DO NOT CALL THE COURT, THE COURT CLERK'S OFFICE, SYNCHRONY BANK, OR SYNCHRONY BANK'S COUNSEL WITH ANY QUESTIONS RELATED TO THE SETTLEMENT.