

**IF YOU RECEIVED A CALL FROM AARON'S INC. BETWEEN JUNE 8, 2014 AND MAY 1, 2020 WHEN YOU WERE NOT A CUSTOMER OF AARON'S, AND YOU MEET OTHER REQUIREMENTS, YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT.**

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

- J Plaintiffs brought a lawsuit alleging that Aaron's, Inc. d/b/a Aaron's Sales and Lease Ownership ("Aaron's") violated the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, *et seq.* by using an automatic telephone dialing system and/or an artificial or prerecorded voice to place calls to cell phones, and that these calls were made without the prior express consent of Class Members, who were not customers of Aaron's. Aaron's denies the allegations in the lawsuit.
- J Plaintiffs and Aaron's have agreed to a proposed Settlement, which affects all individuals who were subscribers or customary users of a telephone number that was called by Aaron's using the Genesys Interactive Intelligence System and/or a prerecorded voice, from June 8, 2014 through May 1, 2020, where the telephone number has been associated with a wrong-party wrap up code at any time in Aaron's records (calls that fit within this category are referred to as the "Calls").
- J The Settlement, if approved, would provide \$2,175,000 to pay valid and timely claims of those persons who received any Calls from Aaron's, as well as to pay Plaintiffs' attorneys' fees, service awards to the four class representatives, and administrative costs of the settlement; avoid the further cost and risk associated with continuing the lawsuit; and release Aaron's from further liability.
- J **Your legal rights are affected whether you act or don't act. Read this notice carefully.**
- J **On the website, [www.AaronsTCPASettlement.com](http://www.AaronsTCPASettlement.com), there is a complete notice of the settlement in Spanish. En el sitio web, [www.AaronsTCPASettlement.com](http://www.AaronsTCPASettlement.com), hay una notificación completa del acuerdo en Español. Para un operador telefónico de habla español, llame al 1-844-934-2923.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>Submit a Claim Form</b>	This is the only way to get a payment. You can submit a valid and timely claim form online at <a href="http://www.AaronsTCPASettlement.com">www.AaronsTCPASettlement.com</a> , by phone at 1-844-934-2923, or by mail to Aaron's TCPA Settlement, c/o Claims Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. If you fail to do so, you will not receive a settlement payment.
<b>Do Nothing</b>	Get no payment. Give up any rights to sue Aaron's separately regarding the legal claims in this case.
<b>Exclude Yourself OR "Opt Out" of the Settlement</b>	If you ask to be excluded, you will get no payment. You will also not waive any rights you may have against Aaron's with respect to the legal claims in this case.
<b>Object</b>	Write to the Court about why you believe the Settlement is unfair.
<b>Go to a Hearing</b>	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.

**Questions? Call 1-844-934-2923 or go to [www.AaronsTCPASettlement.com](http://www.AaronsTCPASettlement.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 or email, it is because, according to Aaron's records, you may have received one or more Calls from Aaron's between June 8, 2014 and May 1, 2020.

The Court in charge of the case is the United States District Court for the Northern District of Georgia, and the case is known as *Grogan v. Aaron's, Inc.*, Case No. 1:18-cv-02821 (N.D. Ga.). The proposed Settlement would resolve all claims in the case. The people who sued are called Plaintiffs, and the company they sued, Aaron's, Inc., is called the Defendant and is referred to in this Notice as "Aaron's."

### 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. The Plaintiffs, also known as "class representatives," assert claims on behalf of the entire class.

The Plaintiffs filed this case alleging that Aaron's violated the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, by using an automatic telephone dialing system and/or an artificial or prerecorded voice to call cell phones without the prior express consent of the recipients.

Aaron's denies that it did anything wrong, or that this case is appropriate for treatment as a class action.

### 3. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Aaron's. Both sides agreed to a settlement instead of going to trial. That way, they avoid the cost of a trial, and the individuals who attest that they were not customers of Aaron's when they received Calls can receive a payment. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

## WHO IS IN THE SETTLEMENT?

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

The Settlement includes:

- (1) all persons within the United States who used or subscribed to a telephone number to which Aaron's made one or more calls to from June 8, 2014 to May 1, 2020;
- (2) with the Genesys Interactive Intelligence System and/or an artificial or prerecorded voice;
- (3) and where that telephone number has been associated with a wrap-up code of "wrong party" at any time in Aaron's records.

People who received a Call may include non-customers of Aaron's. A non-customer is someone who never had any lease agreement with Aaron's.

Excluded from the Class are Aaron's, its parent companies, affiliates or subsidiaries, or any employees thereof, and any entities in which any of such companies has a controlling interest; the judge or magistrate judge to whom any of the Actions are assigned; and, any member of those judges' staffs and immediate families.

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If you have questions about whether you are a Class Member, or are still not sure whether you are included, you can call 1-844-934-2923 or visit [www.AaronsTCPASettlement.com](http://www.AaronsTCPASettlement.com) for more information.

## THE SETTLEMENT BENEFITS - WHAT YOU GET

### 5. What does the Settlement provide?

Aaron's has agreed to pay a total settlement amount of \$2,175,000 which will be used to create a Settlement Fund to pay Cash Awards to Settlement Class Members who submit a valid and timely claim, pay Plaintiffs' attorneys' fees and costs, pay service awards to the Plaintiffs, and pay costs and expenses of settlement administration.

Any remaining monies from uncashed Cash Awards may be redistributed in a second distribution to Settlement Class Members who submitted a valid and timely claim.

## HOW YOU GET A PAYMENT

### 6. How and when can I get a payment?

Cash payments are available to those members of the Class who attest that they were non-customers of Aaron's at the time they received a Call—for example, they did not have a lease agreement with Aaron's. To qualify for a payment, you must submit a valid Claim Form by September 8, 2020. Each Class Member who submits a valid and timely Claim Form will receive a Cash Award. A Cash Award is a cash payment (distributed by check). The final cash payment amount will depend on the total number of valid and timely claims filed by all Class Members. Eligible Settlement Class Members may only submit one claim regardless of the number of times the Settlement Class Member was called.

Claims may be submitted electronically at [www.AaronsTCPASettlement.com](http://www.AaronsTCPASettlement.com), by phone at 1-844-934-2923, or by mail to:

Aaron's TCPA Settlement  
c/o Claims Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

The Court will hold a hearing on October 1, 2020 to decide whether to approve the Settlement. If the Settlement is approved, appeals may still follow. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

### 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 will release your claims against Aaron's, meaning you can't sue, continue to sue, or be part of any other lawsuit against Aaron's about the legal issues in this case. All of the decisions and judgments by the Court will bind you.

For non-emergency calls made using an automatic telephone dialing system and/or an artificial or prerecorded voice without the prior express consent of the called party, the TCPA provides for damages of \$500 per violation, or up to \$1,500 for willful violations, plus an injunction limiting future conduct. However, Aaron's has denied that it made any illegal calls to anyone, and in any future lawsuit it will have a full range of potential defenses, including that it did not use an automatic telephone dialing system and or artificial or prerecorded voice and it had prior express consent to make the calls. In addition, please note that 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, risk-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 Aaron's from any liability for the Released Claims defined below and in the Settlement Agreement.

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Remaining in the Class means that you, as well as any related releasing parties, will release, resolve, relinquish and discharge each and all of the Released Parties from each of the Released Claims. You further agree that you and they will not sue or otherwise assist others in suing the Released Parties in any court of law or equity, or any other forum with respect to the Released Claims. However, Class Members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Settlement.

The Settlement Agreement (available at the website) 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 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 Parties 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 Aaron's on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement.

### **8. How do I exclude myself from the Settlement?**

To exclude yourself from the Settlement, you must send a personally-signed letter by mail saying that you want to be excluded from *Grogan v. Aaron's Inc.*, Case No. 1:18-cv-02821 (N.D. Ga.). Be sure to include: (1) your full name, address, and a telephone number where you may be contacted; (2) the telephone number(s) on which you maintain Aaron's called you; and (3) a statement that you wish to be excluded from the Settlement. **You must mail your exclusion request postmarked no later than August 10, 2020** to:

**CLASS ACTION OPT OUT  
ATTN: Aaron's TCPA Settlement  
PO Box 58220  
Philadelphia, PA 19102**

You cannot exclude yourself over the phone or by fax or email. If you ask to be excluded, you will not get any Cash Award 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) Aaron's 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 request.

## **THE LAWYERS REPRESENTING You**

### **9. Do I have a lawyer in this case?**

The Court appointed the following law firms to represent you and other Class Members: Lief Cabraser Heimann & Bernstein, LLP and Meyer Wilson Co., LPA.

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.

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 will ask the Court to approve payment of up to \$725,000 (33-1/3% of the Settlement Fund) to compensate them for expenses and for attorneys' fees for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also request an award of service payments of \$10,000 to Class Representative Grogan, and \$5,000 to the other three Class Representatives, in compensation for their time and effort on behalf of

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the Class. The Court may award less than these amounts. These payments, along with the costs of administering the Settlement, will be made out of the Settlement Fund.

Any objection to Class Counsel’s application for attorneys’ fees and costs may be filed, and must be postmarked, no later than August 10, 2020 which is 21 days following the filing of Class Counsel’s motion for an award of attorneys’ fees and costs.

## OBJECTING TO THE SETTLEMENT

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

If you are a Class Member and you do not exclude yourself, you can object to the Settlement if you do not think the Settlement is fair. You can state reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the proposed Settlement in *Grogan v. Aaron’s, Inc.*, Case No. 1:1-cv-02821 (N.D. Ga.). Be sure to include: (1) your full name; (2) your address; (3) the telephone number where you may be contacted; (4) the telephone number(s) that you maintain were called; (5) all grounds for the objection, with specificity and with factual and legal support for each stated ground; (6) the identity of any witnesses you may call to testify; (7) copies of any exhibits that you intend to introduce into evidence at the Final Approval Hearing; (8) a statement of the identity (including name, address, law firm, phone number and email) of any lawyer who will be representing you with respect to any objection; (9) a statement of whether you intend to appear at the Final Approval Hearing with or without counsel; and (10) a statement as to whether the objection applies only to you, a specific subset of the Settlement Class, or the entire Settlement Class. **Your objection to the Settlement must be postmarked no later than August 10, 2020.**

The objection must be mailed to the following:

THE COURT <i>Grogan v. Aaron’s Inc.</i> Case No. 1:18-cv-02821 (N.D. Ga.). Clerk of the Court U.S. District Court for the Northern District of Georgia 2211 United States Courthouse 75 Ted Turner Drive, SW Atlanta, GA 30303-3309	CLASS COUNSEL Matthew Wilson Meyer Wilson, Co., LPA 1320 Dublin Road, Suite 100 Columbus, OH 43215  Jonathan D. Selbin Daniel M. Hutchinson Lieff Cabraser Heimann & Bernstein LLP 275 Battery St., 29th Fl. San Francisco, CA 94111
CLAIMS ADMINISTRATOR Class Action Objection ATTN: Aaron’s TCPA Settlement PO Box 58220 Philadelphia, PA 19102	DEFENSE COUNSEL David M. Gettings Troutman Sanders LLP 222 Central Park Ave, Suite 2000 Virginia Beach, VA 23462

## THE COURT’S FAIRNESS 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 Fairness Hearing will be held at 10:00 a.m. on October 1, 2020 at the United States District Court for the Northern District of Georgia, 75 Ted Turner Drive, SW, Atlanta, GA 30303, in Courtroom 2306. The hearing may be moved to a different date or time, or the Court may decide to conduct it telephonically, 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 incentive awards as described above, 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

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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 Fairness Hearing. To do so, you must send a letter saying that you intend to appear at the Fairness Hearing in *Grogan v. Aaron's, Inc.*, Case No. 1:18-cv-02821 (N.D. Ga.). Be sure to include your full name, address, and telephone number, and the case number (1:18-cv-02821). Your letter stating your notice of intention to appear must be postmarked no later than August 10, 2020 and be sent to the Clerk of the Court, United States District Court for the Northern District of Georgia, 75 Ted Turner Drive, SW, Atlanta, GA 30303. 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 after the Court approves the Settlement and any appeals are resolved. **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 Aaron's about the legal issues 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 Claims Administrator toll-free at 1-844-934-2923, writing to: Aaron's TCPA Settlement, c/o Claims Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103; or visiting the website at [www.AaronsTCPASettlement.com](http://www.AaronsTCPASettlement.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.

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