

**IF YOU RECEIVED A TEXT MESSAGE ON YOUR CELL PHONE FROM OR ON BEHALF OF BLUESTEM BRANDS FROM MARCH 14, 2012, THROUGH OCTOBER 15, 2018, YOUR RIGHTS MAY BE AFFECTED BY A CLASS ACTION SETTLEMENT.**

A court authorized this notice. This is not a solicitation from a lawyer.  
You are not being sued. This notice is to inform you of a class action Settlement.

- A Settlement has been reached in a class action lawsuit claiming that Bluestem Brands, Inc. dba Fingerhut or Gettington (hereinafter “Defendant” or “Bluestem”) violated the Telephone Consumer Protection Act by sending allegedly unauthorized text messages to wrong number cellular telephones without their consent.
- The Settlement includes all persons in the United States who were sent a text message to a cellular telephone from or on behalf of Bluestem and where the number was coded by Bluestem as a “wrong party” on an outbound call, during the Class Period (i.e., March 14, 2012 through October 15, 2018).
- Defendant has agreed to pay \$5,250,000 (the “Settlement Fund”) to settle the lawsuit. After deducting costs of notice and claims administration, attorneys’ fees and litigation costs, and an incentive payment to the class representative, the remaining amount will be divided on a *pro rata* basis (equally) among Class Members who file a valid claim.
- Your legal rights are affected regardless of whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
File a Claim Form	This is the only way to receive a cash payment from the Settlement Fund.
Exclude Yourself from the Settlement	This is the only option that allows you to be part of any other lawsuit against the Defendant for the legal claims made in this lawsuit and released by the Settlement Agreement. You will not receive a cash payment.
Object to the Settlement	Write to the Court with reasons why you do not like the Settlement.
Participate in the Final Approval Hearing	Ask the Court for permission for you or your attorney to appear and be heard at the final fairness hearing.
Do Nothing	If you do nothing, you will not receive a cash payment from the Settlement Fund and you will give up your rights to be part of any other lawsuit against the Defendant for the legal claims made in this lawsuit and released by the Settlement Agreement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at [www.BluestemTextSettlement.com](http://www.BluestemTextSettlement.com), or call 1-855-250-2625.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be distributed if the Court approves the Settlement and after any appeals are resolved.

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## BASIC INFORMATION

### 1. Why is this Notice being provided?

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The Court directed that this Notice be sent because you have a right to know about the proposed Settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, the Claims Administrator appointed by the Court will make the payments that the Settlement provides to those who have submitted valid and approved claims. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for Minnesota. The case is known as *Busch v. Bluestem Brands, Inc.*, Case No. 16-cv-00644-WMW-HB (the “Action”). The person who filed the lawsuit, Elizabeth Busch, is called the Plaintiff. The company she sued, Bluestem Brands, Inc. doing business as Fingerhut or Gettington, is called the Defendant.

### 2. WHAT IS THIS LAWSUIT ABOUT?

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Plaintiff claims that Defendant violated the Telephone Consumer Protection Act (“TCPA”) by sending text messages to wrong number cellular telephones using an automatic telephone dialing system, without consent. Defendant denies any wrongdoing.

### 3. WHAT IS A CLASS ACTION?

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In a class action, one or more people called a Class Representative(s), in this case Elizabeth Busch, sues on behalf of people who have similar claims. Together, the Class Representative(s) and group of individuals are called the Class or Class Members. One court resolves the issues for all Class Members, except for those who request to be excluded from the Settlement.

### 4. WHY IS THERE A SETTLEMENT?

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The Court did not decide in favor of Plaintiff or Defendant. Instead, the Plaintiff and Defendant agreed to settle the Action to avoid the risks and cost of a trial. The Settlement also allows Class Members to be compensated without further delay. The Class Representative and her attorneys think the Settlement is best for all Class Members.

## WHO IS INCLUDED IN THE SETTLEMENT CLASS?

### 5. AM I INCLUDED?

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If you received a postcard providing notice of the Settlement, you have been identified as a user of a cell phone number that Defendant’s records show as having been sent a text message by or on behalf of Bluestem during the relevant time period. Specifically, the Settlement includes all persons in the United States who were sent a text message to a cellular telephone from or on behalf of Bluestem and where the number was coded by Bluestem as a “wrong party” on an outbound call, during the Class Period (i.e., March 14, 2012 through October 15, 2018). The Parties estimate that there are approximately 688,561 persons in the Settlement Class.

## THE SETTLEMENT BENEFITS

### 6. WHAT DOES THE SETTLEMENT PROVIDE?

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The Settlement provides \$5,250,000 (the “Settlement Fund”). After deducting the notice and claims administration costs, payment of attorneys’ fees and costs of litigation, and any incentive payment to the Class Representative, the net Settlement Fund will be divided equally among all Settlement Class Members who file approved claims.

## 7. HOW MUCH WILL MY PAYMENT BE?

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Payment amounts depend on the number of valid claims submitted. Each Settlement Class Member who files an approved claim will be entitled to a one-time *pro rata* (i.e., equal or proportional) share of the net Settlement Fund per person. The Claims Administrator will issue payments by way of check. Any unclaimed or un-cashed funds or checks will be divided among the Settlement Class Members who cashed their Settlement checks if the remaining amount will provide for more than \$10 per person, otherwise it will become part of the Settlement Fund for *cy pres* distribution to the Minnesota Federal Court Pro Se Project or Minnesota Volunteer Lawyers Network or a similar organization approved by the Court.

## HOW TO GET SETTLEMENT BENEFITS

### 8. HOW DO I FILE A CLAIM FOR A PAYMENT?

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You may make a claim for a cash payment in one of two ways:

- (1) Completing and returning your post card Claim Form that was mailed to you,
- (2) Submitting a claim online at the Claims Administrator's Settlement website: [www.BluestemTextSettlement.com](http://www.BluestemTextSettlement.com), or
- (3) Submitting a claim by mail by either downloading a Claim Form from the Settlement website or requesting by telephone that the Claims Administrator mail you a copy of the Claim Form, completing such paper Claim Form, and mailing the completed Claim Form to the Claims Administrator.

Claim Forms must be submitted online by 11:59 p.m. Central Time on **August 29, 2019** or postmarked by **August 29, 2019**. You may make only one claim for each cellular phone number that received a text message from Defendant's text messaging platforms.

### 9. WHEN WILL I GET MY PAYMENT?

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The Court has scheduled a Final Approval Hearing before Judge Wilhelmina M. Wright on **October 8, 2019** at 2:00 p.m. in Courtroom 7A of the Warren E. Burger Federal Building & U.S. Courthouse, 316 N. Robert Street, St. Paul, Minnesota 55101. If the Settlement is approved by the Court, the checks will be issued approximately 90 days after the Court's approval.

## THE LAWYERS REPRESENTING YOU

### 10. DO I HAVE A LAWYER IN THIS CASE?

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Yes, the Court has appointed Ronald A. Marron, Alexis M. Wood and Kas L. Gallucci of The Law Offices of Ronald A. Marron, 651 Arroyo Drive, San Diego, CA 92103 and Thomas J. Lyons, Jr. of Consumer Justice Center, P.A. to represent you and other Class Members as "Class Counsel." Their contact information is below.

Ronald A. Marron  
Alexis M. Wood  
Kas L. Gallucci  
The Law Offices of Ronald A. Marron  
651 Arroyo Drive  
San Diego, California 92108  
Admin@ConsumersAdvocates.com

Thomas J. Lyons, Jr.  
Consumer Justice Center, P.A.  
367 Commerce Court  
Vadnais Heights, Minnesota 55127  
tommy@consumerjusticecenter.com

You may hire your own lawyer at your own expense, but you don't have to.

## **11. HOW WILL THE LAWYERS, CLASS REPRESENTATIVE AND CLAIMS ADMINISTRATOR BE PAID?**

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Class Counsel will apply to the Court for their attorneys' fees (no more than one-third of the Settlement Fund, or \$1,750,000.00), and costs not to exceed \$15,000.00, as well as all reasonable costs and expenses associated with giving notice to the Class Members and administering the Settlement (estimated to be approximately \$430,000.00), and an Incentive Award in the amount of no more than \$7,500.00 for the Class Representative for her efforts in bringing the action and assisting throughout the litigation. If approved by the Court, all of these amounts will be deducted and paid from the Settlement Fund before making payments to Class Members who submit valid claims.

## **YOUR RIGHTS AND OPTIONS**

### **12. WHAT HAPPENS IF I DO NOTHING AT ALL?**

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If you're a member of the Settlement Class and you do nothing at all, you will remain in the Settlement, but you will not get a payment. If the Court approves the Settlement, you'll give up your right to sue Bluestem on the issues the Settlement concerns through an individual or class action.

If you're a member of the Settlement Class but want to retain your rights to sue Bluestem on the issues the Settlement concerns, you have the option to exclude yourself, which is discussed below.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want to participate in this Settlement, or you want to keep the right to sue or continue to sue Defendant on your own, then you must take steps to get out of the Settlement. This is called "excluding yourself" from or "opting out" of the Class.

### **13. WHAT HAPPENS IF I ASK TO BE EXCLUDED?**

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If you're a Settlement Class Member and you ask to be excluded from the Settlement, you'll keep the right to sue Bluestem on the issues the Settlement concerns, but Bluestem can raise all of its defenses. You will not be legally bound by the Court's orders or any judgment related to the Class and the Defendant in this class action and you will not be entitled to any relief the Settlement provides.

### **14. HOW DO I ASK TO BE EXCLUDED?**

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You may request to be excluded from the Settlement Class by sending a letter to the Claims Administrator. For your request to be valid, you must send a written request (1) stating that you want to be excluded from the Settlement in *Busch v. Bluestem Brands, Inc.*, No. 16-cv-00644-WMW-HB, (2) including your name, address, and the telephone number at which you allegedly received a text message from or on behalf of Bluestem, (3) that is physically signed by you, and (4) postmarked on or before **July 30, 2019**. You must mail your exclusion request to:

Class Action Opt Out  
c/o Busch v. Bluestem Brands Text Settlement  
P.O. Box 58220  
1500 John F Kennedy Blvd  
Suite C31  
Philadelphia, PA 19102

You cannot exclude yourself on the phone or by email. "Mass" or "class" requests for exclusion are not allowed.

### **15. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANT FOR THE SAME THING LATER?**

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If you are a member of the Settlement Class and you do not submit a request for exclusion, you'll give up your right to sue Bluestem on the issues the Settlement concerns through an individual or class action.

## **16. IF I EXCLUDE MYSELF FROM THE SETTLEMENT CLASS, CAN I GET ANYTHING FROM THE SETTLEMENT?**

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No. If you exclude yourself from the Settlement Class, do not submit a Claim Form. You will no longer be able to receive a benefit from the Settlement.

## **17. HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?**

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If you are a Class Member, you can object to the Settlement or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views before making a decision. To object, you must mail a letter or other document saying that you object to the Settlement of *Busch v. Bluestem Brands, Inc.*, United States District Court of Minnesota, Case No. 16-cv-00644. Your objection must also include your name, address, current telephone number, the telephone number at which you allegedly received a text message from or on behalf of Bluestem, your signature, the reason you object to the Settlement and any documents that support your objection. Mail the objection to the Clerk of the Court at the address below, postmarked no later than **July 30, 2019**. If you are represented by a lawyer, your lawyer must electronically file your objection or comment with the Court. Include your lawyer's contact information in the objection or comment.

Clerk of the Court  
U.S. District Court of Minnesota  
100 Federal Building  
316 N. Robert Street  
Saint Paul, Minnesota 55101

## **18. MAY I SPEAK TO THE COURT ABOUT MY OBJECTION?**

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Yes, you may also ask the Court for permission to speak at the fairness hearing. To do so, you must either include in your objection a statement designating it as your "Objection and Notice of Intention to Appear at Final Fairness Hearing," or you must send a letter stating such intent to the Clerk of the Court. If submitted separately from an objection, your Notice of Intention to Appear at Final Fairness Hearing must include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **July 30, 2019**.

You cannot object or speak at the hearing if you "excluded yourself" from the Class.

## **19. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO AND ASKING TO BE EXCLUDED FROM THE SETTLEMENT?**

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Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself means telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself from the Settlement Class, you're excluding yourself from the entire Settlement, and you have no basis to object because the case no longer affects you.

# **THE COURT'S FINAL APPROVAL HEARING**

## **20. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?**

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The Court will hold a Final Approval Hearing at **2:00 p.m. on October 8, 2019** at the United States District Court of Minnesota, in Courtroom 7A of the Warren E. Burger Federal Building & U.S. Courthouse, 316 N. Robert Street, St. Paul, Minnesota 55101, before the honorable Wilhelmina M. Wright. If anyone has asked to speak at the hearing (see Question 18), Judge Wright will listen to him or her at that time. The Court will decide after the hearing whether to approve: (1) the Settlement as fair and reasonable; (2) the amount of attorneys' fees and costs of litigation; (3) the costs of notice and claims administration; and (4) the incentive payment to be provided to the Plaintiff as Class Representative. The Motion for Attorney's fees and costs will be posted on the website after it is filed and before the Final Approval Hearing.

We do not know how long these decisions will take.

Questions? Call 1-855-250-2625 or go to [www.BluestemTextSettlement.com](http://www.BluestemTextSettlement.com)

## **21. DO I HAVE TO COME TO THE HEARING?**

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No. Class Counsel will answer questions Judge Wright may have that are directed to the Class. But you are welcome to come 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 mail your written objection on time, the Court will consider it.

## **GETTING MORE INFORMATION**

### **22. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?**

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This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which can be viewed or downloaded at [www.BluestemTextSettlement.com](http://www.BluestemTextSettlement.com) and is part of the Court's file, a public record. Many of the Court papers, including this Notice, the Settlement Agreement and the Order for Preliminary Approval are also posted on the Settlement website [www.BluestemTextSettlement.com](http://www.BluestemTextSettlement.com). You can obtain a copy of the Settlement Agreement or review any other part of the papers relating to the lawsuit by examining the records of this case, *Busch v. Bluestem Brands, Inc.*, Case No. 16-cv-00644-WMW-HD at the Clerk's office at the Warren E. Burger Federal Building & U.S. Courthouse, 316 N. Robert Street, St. Paul, Minnesota 55101. The Clerk's office has the ability to make copies of any such public documents for you for a fee. Also, all filed documents in the case, including the Settlement documents, are available for viewing online for a fee through the Court's PACER document review system ([www.pacer.gov](http://www.pacer.gov)). Any questions that you may have concerning this Notice should not be directed to the Court, but should be directed to the Claims Administrator.

**CONTACT THE CLAIMS ADMINISTRATOR WITH ANY QUESTIONS  
1-855-250-2625 OR GO TO [WWW.BLUSTEMTEXTSETTLEMENT.COM](http://WWW.BLUSTEMTEXTSETTLEMENT.COM).**

### **23. WHAT AM I GIVING UP IN EXCHANGE FOR THE SETTLEMENT?**

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Unless you exclude yourself, you will release Bluestem, and its past, present and future parents, subsidiaries, affiliated companies and corporations, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each of their respective executors, successors, assigns, and legal representatives (collectively "Released Parties") from any and all claims related to unauthorized text messages sent by or on behalf of Bluestem during the Class Period. You will no longer be able to sue, continue to sue, or be part of any other lawsuit against Defendant and related parties about the claims made in this Action and released by the Settlement Agreement. You will be legally bound by all of the Court's orders, as well as the "Released Claims" (see next question).

### **24. WHAT ARE THE RELEASED CLAIMS?**

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The "Released Claims" are any and all 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, as of the date of the Final Approval Order, that arise out of or relate in any way to the sending of allegedly unauthorized text messages by or on behalf of Bluestem during the Class Period, including alleged violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227 ("TCPA"), and similar state laws relating to sending of text messages without consent.

The full terms of this Release are contained in the Settlement Agreement, Section 15.01 available at [www.BluestemTextSettlement.com](http://www.BluestemTextSettlement.com), or at the public court records on file in this lawsuit.