

If you initiated a money transfer in the United States with Western Union between January 1, 2001 and January 3, 2013 and your money transfer was not redeemed within 60 days, you may be eligible to receive payment from a class action settlement.

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

- This settlement involves a lawsuit over whether Western Union Financial Services, Inc. (“WUFSI”) and The Western Union Company (collectively, “Western Union”) timely notified its customers of unredeemed Western Union Transactions in the United States using Western Union’s money transfer services. Western Union denies it did anything wrong. The settlement provides for refunds to Western Union customers and releases Western Union from liability.
- If you received this notice in the mail, Western Union’s records indicate that you may have initiated a money transfer between January 1, 2001 and January 3, 2013, which was never redeemed and that you may be entitled to a refund under the settlement.
- The settlement establishes a Class Settlement Fund, currently estimated to be about \$180 million, and offers reimbursements of the unredeemed funds and interest earned on those funds to eligible Class members. Additionally, the settlement establishes procedures to assist certain Class members in recovering money that may have “escheated” to their respective states. In the future, Western Union will notify their customers of covered Western Union services if their money transfers have not been redeemed within 60 days.
- Class members will be sent claim forms if and when the Court approves the settlement. Your legal rights are affected whether or not you act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM (To Be Submitted After All Appeals Are Final)	This is the only way to receive a refund payment from the settlement. Claim forms will become available after the Court approves the settlement and all appeals, if any, are final.
EXCLUDE YOURSELF FROM THE CLASS BY MAY 15, 2013	If you opt out of the settlement, you will not be eligible to receive the Settlement Benefits, but you keep your right to sue on your own regarding any claims that are part of the settlement.
OBJECT OR COMMENT BY MAY 15, 2013	You may write to the Court about why you do, or do not, like the settlement. You must remain in the Class to comment in support of, or in opposition to, the settlement.
ATTEND A HEARING ON JUNE 14, 2013	You may ask to speak in Court about the fairness of the settlement.
DO NOTHING	If you do nothing, you will not receive a refund payment from the settlement. You will also give up your right to sue on your own regarding any claims that are part of the settlement.

These rights and options—and the deadlines to exercise them—are explained in this notice.

BASIC INFORMATION

1. Why is this notice being provided?

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 give “final approval” to the settlement.

This notice explains the lawsuit, the settlement, your legal rights, what Settlement Benefits are available, who is eligible for them, and how to get them. The Court in charge of the case is the United States District Court for the District of Colorado, and the case is known as *Tennille v. The Western Union Co.*, Case No. 09-cv-00938-JLK. The people who sued are called Plaintiffs, and the companies they sued, Western Union, are called Defendants.

If you received this notice in the mail, it was because Western Union’s records indicate you may have initiated a Western Union Transaction in the United States using Western Union’s money transfer services, and your money transfer was not redeemed within 60 days. A “Western Union Transaction” is defined in response to Question 5 below.

2. What is this lawsuit about?

The lawsuit claims that Western Union did not timely notify its customers that their Western Union Transactions were not redeemed by the receivers to whom the Western Union Transactions were sent, and as a result caused harm to their customers. Western Union denies it did anything wrong, and the Court has not ruled on whether Western Union violated any laws.

3. Why is this a class action?

In a class action lawsuit, one or more people, called “Class Representatives” (in this case, James P. Tennille, Robert Smet, Adelaida DeLeon, and Yamilet Rodriguez) sue on behalf of people who have similar claims. These people together are called a “Class”. If the Court allows the case to proceed as a class action, the Court will resolve the issues for all Class members, except for those who exclude themselves from the Class. U.S. District Judge John L. Kane is in charge of this class action.

4. Why is there a settlement?

The Court has not decided in favor of either side in the case. The settlement was reached after mediation before a neutral mediator, David W. Aemmer, Chief Circuit Mediator, United States Court of Appeals for the Tenth Circuit. Western Union denies all allegations of wrongdoing or liability against it, and contends that its conduct was lawful. Western Union is settling to avoid the expense, inconvenience, and inherent risk of litigation, as well as the related disruption of its business operations. Class Counsel believes that the terms of the settlement are fair, adequate, and reasonable to the Class because the settlement provides an appropriate recovery now while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals.

5. What do “Western Union Transaction” and “Escheat” mean?

A “Western Union Transaction” means a consumer-to-consumer, consumer-to-business, or business-to-consumer money transfer transaction initiated using Western Union’s services, including Dinero En Minutos, Envio Plus, Equity Accelerator, Mexico Giro Paisano, Money in Minutes, Money Transfer, Next Day, Quick Cash, Quick Collect, Quick Pay, Speedpay, and Swiftpay.

“Escheat” means the process where unclaimed or abandoned property is given over to a state according to certain state statutes.

WHO IS IN THE SETTLEMENT

To see if you will be affected by the settlement or if you can get a payment from it, you first have to determine if you are a Class member.

6. How do I know if I am part of the settlement?

Unless you exclude yourself (as described in response to Question 9 below), you are included in the settlement as long as you are a member of the Class. Judge Kane decided that everyone who fits this description is a Class member:

All persons (a) who initiated any Western Union Transaction in the United States on or after January 1, 2001 and on or before the date of Preliminary Approval, whose Western Union Transaction was not redeemed within 60 calendar days; and (b) who either (i) have not claimed their money transfer funds (nor had that money claimed on their behalf) from Western Union; or (ii) were informed by written communication that their money was about to escheat to the state, district, territory, or U.S. jurisdiction in which their money transfers were initiated, and who sought and received a refund of their money but did not receive a payment for interest Western Union earned on that money. Again, a “Western Union Transaction” means a consumer-to-consumer, consumer-to-business, or business-to-consumer money transfer transaction initiated using Western Union’s services, including Dinero En Minutos, Envio Plus, Equity Accelerator, Mexico Giro Paisano, Money in Minutes, Money Transfer, Next Day, Quick Cash, Quick Collect, Quick Pay, Speedpay, and Swiftpay.

If you were sent this notice in the mail, Western Union’s records indicate you may have transferred money between January 1, 2001 and January 3, 2013 and that money was not redeemed within 60 days. If you fall within the description of the previous paragraph, then you are part of the settlement and your rights will be affected, unless you actively exclude yourself.

Excluded from membership in the Class are the following: (1) Western Union and its affiliates, and officers and employees of Western Union and its affiliates; (2) persons who timely and validly exclude themselves from the Class; (3) state and federal governmental entities; and (4) the judge to whom this case is assigned and any member of the judge’s immediate family.

THE SETTLEMENT BENEFITS – WHAT YOU GET

7. What does the settlement provide?

Class members who submit valid claims will be entitled to the following “Settlement Benefits”. The benefits are also described in summary in the table below.

1. Western Union will establish a Class Settlement Fund consisting of Class members’ money transfer funds held by Western Union on the date of Final Approval of the settlement (which is currently estimated to be approximately \$180 million). An Initial Settlement Fund has already been established by Western Union to pay the Administrator’s costs prior to the Settlement Effective Date, as defined below.
2. Upon submission of a valid claim, Class members (a) whose funds have not yet escheated to any state, territory, district, or U.S. jurisdiction as of January 3, 2013; and (b) who did not receive a prior refund of their money transfer funds from Western Union, will be entitled to receive lump sum cash refunds from the Class Settlement Fund in an amount equal to their unclaimed funds, less administrative fees and charges as specified in their contracts, plus interest earned by Western Union while the funds were held by Western Union. Class members whose funds escheat after January 3, 2013, but before any appeals are resolved, will only be entitled to receive a lump sum cash payment of interest earned on those funds while those funds were held by Western Union, paid out of an account held by Western Union instead of the Class Settlement Fund.
3. Upon submission of a valid claim, Class members whose funds have escheated to any state, territory, district, or U.S. jurisdiction as of January 3, 2013 will be entitled to a lump sum cash payment equal to the amount of interest that Western Union earned on their unclaimed money transfer funds while those funds were held by Western Union, paid out of an account held by Western Union instead of the Class Settlement Fund. These Class members are also entitled to recover their escheated money from the appropriate state, territory, district, or U.S. jurisdiction. Escheat Recovery Forms and Instructions will be mailed to the Class members after the Settlement Effective Date.
4. Upon submission of a valid claim, Class members who were informed by written communication that their money was about to escheat, and who sought and received a prior refund of their money transfer funds from Western Union, but did not receive a payment for interest Western Union earned on that money, will be entitled to receive a lump sum cash refund paid out of the Class Settlement Fund for interest earned on their funds while the funds were held by Western Union.
5. When not contrary to a request from any law enforcement agency or prohibited by law, court order, or other legal process, WUFSI will change its policies and practices to affirmatively notify its customers who send money transfers, except for Quick Collect money transfers paid to receivers via checks, that those transfers have not been redeemed within 60 calendar days. For Quick Collect money transfers paid to receivers via checks, WUFSI will, within 90

calendar days after such checks become void due to non-redemption, notify its customers that their money transfers have not been redeemed. Western Union already provides notifications to customers using certain of its money transfer services, so Western Union is not obligated to change its policies and practices with respect to those money transfer services where such notification is already provided within 60 days.

Once Western Union implements the notification procedure provided for above, it will have no obligation to refund any interest to its customers. If there is not sufficient money in the Class Settlement Fund to pay in full all valid claims, then valid claims will be paid pro rata (meaning all payments would be reduced proportionately).

In addition, Western Union will pay for the Administrator’s necessary tasks that must be performed before the Settlement Effective Date out of the Initial Settlement Fund. If Judge Kane approves the settlement, Western Union will be reimbursed from the Class Settlement Fund for those costs. All other administrative costs will be paid out of the Class Settlement Fund. Subject to Court approval, an incentive award of \$7,500 to each Class Representative and attorneys’ fees and expenses will also be paid out of the Class Settlement Fund.

SETTLEMENT BENEFITS SUMMARY TABLE	
YOUR FUNDS HAVE NOT ESCHEATED & YOU HAVE NOT ALREADY RECEIVED A REFUND	<ul style="list-style-type: none"> • Receive a refund of your money transfer funds from the Class Settlement Fund, in an amount equal to your unclaimed funds minus administrative fees and charges, as specified in your contract. • Receive a refund from the Class Settlement Fund of the interest earned on your funds while they were held by Western Union.
YOUR FUNDS HAVE ESCHEATED	<ul style="list-style-type: none"> • Receive a refund of the interest earned on your funds while they were held by Western Union out of an account held by Western Union. • Receive Escheat Recovery Forms & Instructions on how to recover your escheated money from the appropriate state, territory, district, or U.S. jurisdiction.
YOU WERE INFORMED YOUR MONEY WAS ABOUT TO ESCHEAT AND YOU ALREADY RECEIVED A REFUND	<ul style="list-style-type: none"> • Receive a refund from the Class Settlement Fund of the interest earned on your funds while they were held by Western Union.
FUTURE MONEY TRANSFER FUND TRANSACTIONS	<ul style="list-style-type: none"> • Western Union will notify their customers if their money transfers have not been redeemed within 60 days.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

8. How can I submit a claim for a payment from the Settlement Fund?

Class members who wish to receive a payment must submit a claim form. If you received this notice in the mail, a claim form will be mailed to you after the Settlement Effective Date at the same address so long as the Court approves the settlement and all appeals are final (sometime after the Final Approval Hearing – see Question 16 below). The claim forms will be due 180 calendar days after the Settlement Effective Date. This process can take time, so please be patient.

After the Settlement Effective Date, you will also be able to (a) download a claim form online at www.MoneyTransferSettlement.com (b) call the Administrator at 1-877-316-3151 to request a claim form, or (c) write to the Administrator to request a claim form at info@MoneyTransferSettlement.com or the following address:

Tennille v. Western Union Settlement Administrator
 PO Box 3058
 Portland, OR 97208-3058

After you receive your claim form, read the instructions carefully, fill out the form, include any requested documentation, sign the declaration, and mail the form postmarked to the Administrator at the address noted above no later than the date specified on the claim form.

**QUESTIONS? CALL 1-877-316-3151 OR VISIT WWW.MONEYTRANSFERSETTLEMENT.COM.
 SI DESEA RECIBIR ESTA NOTIFICACIÓN EN ESPAÑOL, LLÁMENOS O VISITE NUESTRA PÁGINA WEB.**

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to participate in the settlement and you want to keep all of your rights to sue Western Union about the claims being resolved by the settlement, then you must take steps to get out of the Class. This is called asking to be excluded from, or is sometimes called "Opting Out" of, the Class.

9. How do I exclude myself from the settlement?

To exclude yourself from (or Opt Out of) the Class, you must send a letter by mail stating that you want to be excluded from *Tennille v. The Western Union Co.*, Case No. 09-cv-00938-JLK. Be sure to include your first and last name, valid mailing address, functioning telephone number, signature and a statement such as "I do not want to be part of the settlement and wish to exclude myself." You must mail your exclusion request postmarked no later than **May 15, 2013** to the Administrator:

Tennille v. Western Union Settlement Administrator
PO Box 3058
Portland, OR 97208-3058

You cannot ask to be excluded from the Settlement on the phone, by email, or on the website.

10. If I don't exclude myself, can I sue Western Union later?

No. If you are a Class member and you do not exclude yourself, you will be deemed a member of the Class participating in the settlement and give up your right to sue Western Union for the claims that this settlement resolves, whether or not you file a claim form. If you have a pending lawsuit against Western Union, other than this class action, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit.

11. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself from the settlement, you will not be able to make a claim to receive any payment under the settlement, and you cannot object to the proposed settlement. If you exclude yourself, however, you may sue Western Union, in the future. You will not be bound by anything that happens in this lawsuit.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court has appointed Complex Litigation Group LLC; Seeger Weiss LLP; Burg Simpson, Eldredge, Hersh & Jardine, P.C.; Calton Legal Services; Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C.; and Mitchell Baker as legal counsel for the Class. Together, the lawyers are called "Class Counsel." The law firm of Complex Litigation Group LLC has been appointed Lead Class Counsel.

13. How will the lawyers be paid?

From the beginning of this case and the filing of the litigation in April 2009, Class Counsel have not received any payment for their services in litigating the case or obtaining settlement, and have not been reimbursed for any out-of-pocket expenses they have incurred. The Federal Judge must approve any fees or expenses ultimately paid to Class Counsel. When they ask the Court to approve the settlement, Class Counsel will ask the Court to award them attorneys' fees not to exceed 30% of the Class Settlement Fund (which amount is currently estimated at \$180 million) or approximately \$54 million. This amount, which will come from the Class Settlement Fund, will also include reimbursement for costs and expenses. Class Counsel will also request incentive payments of \$7,500 to each Class Representative for their services on behalf of the Settlement Class.

The Court may award less than the amount requested. Western Union has reserved the right to object to the attorneys' fee request. Class members may also object to the attorneys' fee request by submitting an objection letter postmarked no later than **May 15, 2013** to the Court, Lead Class Counsel and Defense Counsel, as explained in response to Question 14 below. Class members may obtain a copy of the attorneys' fees request by e-mailing the Administrator at the address in response to Question 8, or by writing to Lead Class Counsel at the address in response to Question 14. In addition, the attorneys'

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fee request will be posted at www.MoneyTransferSettlement.com. Payments approved by the Court will be made from the Class Settlement Fund. No matter what the Court decides with regard to the requested attorneys' fees, Class members will never be personally responsible to any of Class Counsel for attorneys' fees or expenses.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court if I do not like the Settlement?

Only Class members who do not exclude themselves can object to the settlement or request for reimbursement of attorneys' fees and expenses. If you do not exclude yourself, you may object to the settlement if you believe that some part, or all of the settlement is unreasonable, unfair, or inadequate. To object, send a letter explaining your objection in *Tennille v. The Western Union Co.* Your objection letter must include:

1. Your first and last name, a valid mailing address, and a functioning telephone number;
2. Your signature;
3. The reasons you object to the settlement;
4. The identity of any witness to be called at the Fairness Hearing;
5. A summary of any evidence to be submitted; and
6. The identity of any documents to be submitted.

Objections must be sent to each of the following addresses postmarked by **May 15, 2013**. Objections submitted after this date may not be considered.

COURT	LEAD CLASS COUNSEL	DEFENSE COUNSEL
Clerk's Office United States District Court District of Colorado Alfred A. Arraj U.S. Courthouse Room A105 901 19th Street Denver, CO 80294	Richard J. Burke Jamie E. Weiss Complex Litigation Group LLC 513 Central Ave., Suite 300 Highland Park, IL 60035	Jason A. Yurasek Perkins Coie LLP Four Embarcadero Center Suite 2400 San Francisco, CA 94111 Thomas M. Barba Steptoe & Johnson LLP 1330 Connecticut Ave. NW Washington, DC 20036

If you file an objection, you must be willing to agree to sit for a deposition, within the county or state in which you reside, within 14 calendar days after serving the objection. An objecting Class member whose objection is limited to the proposed award of attorneys' fees and expenses is not required to sit for a deposition.

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

Objecting is simply telling the Court you don't like something about the settlement. You can object only 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 may ask to speak, but you don't have to attend or speak at the hearing.

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 10:00 A.M. on **June 14, 2013** at the United States District Court for the District of Colorado located at Alfred A. Arraj United States Courthouse, 901 19th Street, Denver, CO 80294, in Courtroom A802. 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 Kane will listen to people who have asked to speak at the hearing. The Court may also discuss Class Counsel's request for an award of attorneys' fees and reimbursement of costs. After the hearing, the Court will decide whether to approve the settlement and whether to grant Class Counsel's request for attorneys' fees and expenses. We do not know how long these decisions will take.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Kane may have, but you are welcome to attend the hearing 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 mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. Your request must be postmarked no later than **May 15, 2013** and be sent to Clerk of the Court, Lead Class Counsel, and Defense Counsel, at the four addresses listed in response to Question 14. Your request must state your first and last names, valid mailing address, and functioning telephone number as well as the first and last names, valid mailing address, and functioning telephone number of any person who will appear on your behalf. Your request must also state whether or not you have filed a written objection. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

In order to receive any of the cash benefits from the settlement, you must file a valid claim form. If you do nothing, you will get no cash Settlement Benefits from this settlement. But 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 Western Union about the legal issues in this case ever again.

FINAL SETTLEMENT APPROVAL

20. What is the effect of final settlement approval?

If the settlement becomes final, Class members who submit a valid claim form will receive the Settlement Benefits to which they are entitled. All Class members who do not actively exclude themselves, regardless of whether they file a valid claim form or not, also release all claims they have against Western Union including the right to sue Western Union or the Released Parties (identified in Section 10.B of the Settlement Agreement) regarding all of the claims resolved by the Settlement, as described more fully in Section 10 of the Settlement Agreement.

However, you will NOT give up your right to sue Western Union or any of the Released Parties for any other claims (that is, any claims that were not resolved by the Settlement).

The full text of the Settlement Agreement is available on the website. **The Settlement Agreement describes the Released Claims and the Released Parties with specific descriptions in legal terminology, so read it carefully.** If you have any questions about the Released Claims and what they mean, you can talk to the law firms representing the Class, listed in Question 14 above, for free; or you can, at your own expense, talk to your own lawyer.

If the settlement is not approved, the case will proceed as if no settlement had been attempted. There can be no assurance that if the settlement is not approved and litigation resumes, the Class will recover more than is provided for under the settlement, or will recover anything.

GETTING MORE INFORMATION

21. How do I get more information?

This notice summarizes the proposed settlement. More details about the settlement are in the Settlement Agreement. You can get a copy of the Settlement Agreement on the website. You also may write with questions to Tennille v. Western Union Settlement Administrator, PO Box 3058, Portland, OR 97208-3058 or send an email to info@MoneyTransferSettlement.com. You can also look at and copy the legal documents in the case, Civil Action Number 09-cv-00938-JLK, during regular business hours at the Clerk's Office, United States District Court for the District of Colorado, Alfred A. Arraj United States Courthouse, Room A105, 901 19th Street, Denver, CO 80294. After the Settlement Effective Date (if one is not sent to you) you can get a claim form on the website, or have a claim form mailed to you by calling 1-877-316-3151.

Do not call the Court or any Judge's office to get more information about the settlement.

If you have questions, please visit the website www.MoneyTransferSettlement.com or call 1-877-316-3151.