

Western Union to Settle \$8.5 Million Class Action for Alleged TCPA Violations

NOVEMBER 17, 2015

Recently, Western Union agreed to pay \$8.5 million to settle alleged claims that it violated the Telephone Consumer Protection Act (TCPA) when, during a 2009 marketing campaign, it sent unsolicited text messages asking consumers to opt in to receive regular updates from the company. The settlement between Western Union and the more than 800,000 class members is reportedly double the next highest TCPA settlement in terms of award per class member.

In their claim, the plaintiffs allege that they never consented to receive Western Union's initial opt in text, and the company therefore violated the TCPA by sending unsolicited advertising texts through equipment capable of storing and randomly generating telephone numbers, also known as autodialing equipment. Western Union countered that the message did not constitute advertising (being instead a request to see if people wanted to get advertising texts), and as such, express *written* consent was unnecessary. (As explained in our prior [post](#), the FCC broadly defines autodialing equipment and requires, under the TCPA, that companies to obtain express written consent from consumers before sending text advertisements through autodialers.) Notwithstanding this argument, Western Union agreed to settle the matter with a payment of \$8.5 million (almost \$3 million of which was for attorneys' fees).

Tip: This case is a reminder that plaintiffs are continuing to file TCPA cases, and defendants are often settling rather than litigating through to conclusion. Companies that engage in texting campaigns are reminded to review their consent procedures.

1 Min Read

Author

[Eric Shinabarger](#)

Related Locations

Chicago

Related Topics

Communications Privacy

Related Capabilities

Intellectual Property

Privacy & Data Security

Financial Services

Related Regions

North America

Related Professionals



Eric Shinabarger

This entry has been created for information and planning purposes. It is not intended to be, nor should it be substituted for, legal advice, which turns on specific facts.