

IN THE UNITED STATES DISTRICT COURT FOR  
THE NORTHERN DISTRICT OF INDIANA

**You may benefit from this class action settlement.**

**You are not being sued.**

**If you received a debt collection letter from Bowman, Heintz, Boscia & Vician, P.C between  
March 30, 2014 and March 30, 2015, you may benefit from the settlement of this class  
action lawsuit.**

*The case is titled Lou Ellen Chapman v. Bowman, Heintz, Boscia & Vician, P.C.  
Case No. 2:15-cv-00120-JD-JEM*

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

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>DO NOTHING BUT STAY IN THE SETTLEMENT</b>	If you have received a debt collection communication from Bowman, Heintz, Boscia & Vician, P.C. in the mail that stated "If you notify this firm within thirty (30) days after your receipt of this letter, that the debt or any portion thereof, is disputed, we will obtain verification of the debt or a copy of the judgment, if any, and mail a copy of such verification or judgment to you," between March 30, 2014 and March 30, 2015, in connection with the collection of a consumer debt, you will receive a cash payment as explained in Section No. 6 below.
<b>EXCLUDE YOURSELF</b>	You will receive no benefits, but you will not be giving up your legal claims against the defendant.
<b>OBJECT</b>	Write to the Court about why you don't like the settlement. You may also appear at the fairness hearing.
<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 below.**

1. Why did I get this notice?

Plaintiff, Lou Ellen Chapman ("Plaintiff"), filed a class action lawsuit alleging that defendant, Bowman, Heintz, Boscia & Vician, P.C. ("Defendant"), violated the Fair Debt Collection Practices Act ("FDCPA" or "the Law") by failing to inform Plaintiff that Defendant need only have mailed verification of Plaintiff's alleged debt, or a copy of the judgment, to her if she disputed the debt, in writing. Defendant denies that its conduct violated the Law. You received this notice because you have been identified from the Defendant's records as a person to whom Defendant mailed an initial debt collection letter during the relevant time period.

2. What is this lawsuit about?

In this lawsuit, Plaintiff claimed that Defendant violated the FDCPA by failing to inform Plaintiff that Defendant need only have mailed verification of Plaintiff's alleged debt, or a copy of the judgment, to her if she disputed the debt, in writing. Defendant denies that its conduct violated the Law and has asserted affirmative defenses to Plaintiff's claim, including that any violation was unintentional and the result of a bona fide error.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Lou Ellen Chapman), sue on behalf of a group (or a "Class") of people who have similar claims.

4. Why is there a settlement?

In order to avoid the cost, risk, delay of litigation and uncertainty of trial the parties agreed to settle. Plaintiff and Class Counsel believe the settlement is fair, reasonable, and adequate.

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

The Court has decided that everyone falling under the following definition is a Class Member:

(a) All persons with an Indiana address, (b) to whom Bowman, Heintz, Boscia & Vician, P.C. mailed an initial debt collection communication that stated: "If you notify this firm within thirty (30) days after your receipt of this letter, that the debt or any portion thereof, is disputed, we will obtain verification of the debt or a copy of the judgment, if any, and mail a copy of such verification or judgment to you," (c) between March 30, 2014 and March 30, 2015, (d) in connection with the collection of a consumer debt.

You have been identified as a member of this Class. There are approximately 202 persons in the Class.

### **YOUR BENEFITS UNDER THE SETTLEMENT**

6. What can I get from the settlement?

Approximately fifteen dollars (\$15.00) cash payment.

7. When will I receive these benefits?

You will receive these benefits approximately sixty-five (65) days after the settlement has been approved.

8. I want to be a part of the settlement and receive these benefits. What do I do?

You do not have to do anything in order to receive these benefits.

9. What am I giving up to receive these benefits?

By staying in the class, all of the Court's orders will apply to you, and you give Defendant a "release." A release means you can't sue or be part of any other lawsuit against Defendant about the claims or issues in this lawsuit.

10. How much will the Class Representative receive?

The Defendant has agreed to pay \$1,000.00 to Plaintiff in the settlement of her individual claims and for serving as the Class Representative.

This is subject to the Court's approval.

#### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don't want to receive the benefits of the settlement, but you want to keep your legal claims against the Defendant, then you must take steps to get out of the Class. This is called excluding yourself.

11. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail stating that you want to be excluded from *Lou Ellen Chapman v. Bowman, Heintz, Boscia & Vician, P.C.*, Case No. 2:15-cv-00120-JD-JEM (N.D. Ind.). Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request so that it is postmarked **no later than February 29, 2016**, and sent to both of the following addresses:

Michael L. Greenwald  
Greenwald Davidson Radbil PLLC  
5550 Glades Road, Suite 500  
Boca Raton, FL 33431

Jennifer Kalas  
HINSHAW & CULBERTSON, LLP  
322 Indianapolis Blvd., Suite 201  
Scherverville, IN 46375

Be sure to include the name and number of the case.

12. If I exclude myself, do I still receive benefits from this settlement?

No, you will not receive anything resulting from the settlement of this case, but you will have the right to sue Defendant over the claims raised in this case on your own in a different lawsuit. If you exclude yourself, the time you have in which to file your own lawsuit (called the "statute of limitations") will begin to run again. You will have the same amount of time to file the suit that you had when this case was filed.

## THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has named the law firm of Greenwald Davidson Radbil PLLC as Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense. If you choose to hire your own lawyer, he or she must file an appearance by **February 29, 2016**.

14. How will the lawyers be paid?

Class Counsel, Greenwald Davidson Radbil PLLC, will ask the Court for attorney's fees and expenses of no more than \$35,000.00. You will not be charged by these lawyers; however, they will receive a payment from the Defendant in an amount of \$35,000.00 or less, if that amount is approved by the Court.

## CLASS COUNSEL'S VIEWS ABOUT THE SETTLEMENT

15. Is this a fair settlement?

The FDCPA is a federal statute which provides for both individual actions and class actions.

In an individual action, the person bringing the suit may recover (i) any actual damages suffered; and (ii) statutory damages of between \$0 and \$1,000.00. In a class action, the maximum possible recovery is (i) any actual damages suffered by the Class members and (ii) the lesser of 1% of the Defendant's net worth or \$500,000.00. The Court, in its discretion, may award anything from \$0 up to the maximum amount to a prevailing party. In either an individual or a class action, the person bringing the suit can also recover attorney's fees and the expenses of prosecuting the suit, if it is successful. No actual damages were sought in this case on behalf of the class.

In this case, Defendant's book value net worth is approximately \$260,000.00, and 1 percent of that net worth is \$2,600.00. Because the settlement amount exceeds 1 percent of Defendant's net worth, Class Counsel believes this settlement is favorable to Class Members.

In light of the violations alleged, and the damages allowed under the Law, Class Counsel believes this is a fair settlement.

16. What is the Defendant's view of this settlement?

As stated above, by settling this lawsuit, Defendant is not admitting that it has done anything wrong. Defendant expressly denies the claims asserted by Plaintiff and denies all allegations of wrongdoing and liability.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you do or do not agree with the settlement or some part of it.

17. How do I tell the Court that I do not like the settlement?

If you are a Class Member, you can object to the settlement. In order to object to the settlement or any part of the settlement, you must submit your objection to the Court by February 29, 2016, stating that you object and the reasons why you think the Court should not approve the settlement. You must include the name and number of the case: *Lou Ellen Chapman v. Bowman, Heintz, Boscia & Vician, P.C.*, Case No. 2:15-cv-00120-JD-JEM (N.D. Ind.), your name, address, telephone number and your signature. If you are objecting to the settlement, you may also appear at the fairness hearing (explained below in answer to question no. 19).

In addition to filing your objection with the Court, you must also mail your written objection so that it is postmarked no later than **February 29, 2016**, to both of the following addresses:

Michael L. Greenwald  
Greenwald Davidson Radbil PLLC  
5550 Glades Road, Suite 500  
Boca Raton, FL 33431

Jennifer Kalas  
HINSHAW & CULBERTSON, LLP  
322 Indianapolis Blvd., Suite 201  
Schererville, IN 46375

Be sure to include the name and number of the case.

## THE FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend if you wish, but you are not required to do so.

18. Where and when is the fairness hearing?

The Court will hold a fairness hearing on **May 12, 2016** at 10:00 a.m. E.S.T. at First Floor Courtroom of the Robert A. Grant Federal Building and United States Courthouse, 204 South Main Street, South Bend Indiana, 46601. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable and adequate and in the best interests of the Class and to determine the appropriate amount of compensation for Class Counsel. At that hearing the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement.

The hearing may be postponed to a later date without notice.

**YOU ARE NOT REQUIRED TO ATTEND THIS HEARING.**

## GETTING MORE INFORMATION

### 19. How do I get more information?

This notice is only a summary of the proposed settlement of this lawsuit. All pleadings and documents filed with the Court, including the class action settlement agreement, may be reviewed or copied in the Clerk of Court, United States District Court for the Northern District of Indiana.

**Please do not call the Judge about this case.** *Neither the Judge, nor the Clerk of Court, will be able to give you advice about this case. Furthermore, Defendant's attorneys do not represent you and cannot give you legal advice.*

Separately, you can call Greenwald Davidson Radbil PLLC, 5550 Glades Road, Suite 500, Boca Raton, FL 33431, the firm representing the class, at (561) 826-5477 if you have any questions. Before doing so, please read this full notice carefully. You can also send an email to [mgreenwald@gdrllawfirm.com](mailto:mgreenwald@gdrllawfirm.com) or obtain information through Class Counsel's website at [www.gdrllawfirm.com](http://www.gdrllawfirm.com).

### 20. What if I have a new address?

If this notice was sent to you at your current address, you do not have to do anything more to receive further notices concerning this case. However, if this notice was forwarded to you, or if it was otherwise sent to you at an address that is not current, you should notify the class administrator of your new address by writing to:

First Class, Inc./ J13081- Chapman  
5410 W. Roosevelt Rd., Ste. 222  
Chicago, IL 60644-1490

DO NOT CONTACT THE COURT REGARDING THIS NOTICE.