

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN**

ARCHIE J. SHOEMAKER,
on behalf of himself and others similarly situated,

Plaintiff,

Case No.: 3:19-cv-00316-wmc

BASS & MOGLOWSKY, S.C.,

Defendant,

**You have been identified as a member of the Class.
You are not being sued.**

**If you were served with a lawsuit by Bass & Moglowsky, S.C. between April 22, 2018 and
April 22, 2019, you may benefit from the settlement of this class action lawsuit.**

*This case is titled Archie J. Shoemaker. v. Bass & Moglowsky, S.C., Case No. 3:19-cv-00316-wmc
(W.D. Wisc.). A federal court authorized this notice.*

This is a class action lawsuit about whether Bass & Moglowsky, S.C. (hereinafter “Defendant”) violated the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (“FDCPA”), by serving a specific form of debt collection notice simultaneously with the service of state court lawsuits. The parties have agreed to a settlement of this lawsuit. Defendant has not admitted liability, and its agreement to settle should not be construed as an admission of liability or fault. The merits of this class action lawsuit have not been resolved by the Court.

Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING AND STAY IN SETTLEMENT	If you do nothing, you will receive approximately \$10 but will give up your right to sue Defendant over the claims at issue in this lawsuit.
ASK TO BE EXCLUDED	If you exclude yourself, you will get no payment. This allows you to pursue claims against Defendant that are resolved by this lawsuit.
OBJECT	You may write to the Court about why you don’t agree with 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 must decide whether to approve the settlement. If it does, and after any appeals are resolved, money will be distributed to those who qualify. Please be patient.

1. What is the purpose of this notice?

A Court authorized this notice to advise class members about a proposed settlement of this class action, and about all of your options, before the Court decides whether to give “final approval” to the settlement. If the Court approves the parties’ Settlement Agreement, and after any appeals are resolved, payments will be made to everyone who qualifies. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them.

2. What is this lawsuit about?

The lawsuit claims that Defendant violated the FDCPA by serving a specific form of debt collection notice on consumers in Wisconsin simultaneously with the service of state court lawsuits. Defendant maintains that it did not act wrongfully or unlawfully, and Defendant’s agreement to settle these claims should not be construed as an admission of liability. The Court did not decide who is right and who is wrong.

3. What is a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of themselves and others who have similar claims. All these people are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

Both sides agreed to settle to avoid the cost, risk, and delay of litigation. The Court did not decide in favor of Plaintiff or Defendant. By settling, the parties avoid the cost and risk of a trial, and the people who qualify will get compensation. The Class Representative and his attorneys think the settlement is best for all Class Members.

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

The Class includes all persons in the state of Wisconsin on whom, between April 22, 2018 and April 22, 2019, Defendant served a “Fair Debt Collection Practices Act Disclosure” as part of a lawsuit it filed against such person in connection with the collection of a consumer debt, but excluding any person who did not sign the Note that was the subject of that lawsuit.

6. What can I get from the settlement?

Each person who does not exclude himself or herself will receive approximately \$10. In addition, Defendant has ceased engaging in the practice that Plaintiff contended violated the FDCPA. **The settlement does not affect any obligation you may have to pay any valid debts that Defendant may be trying to collect from you.**

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

Nothing. Unless you take steps to exclude yourself from the settlement, you will receive these benefits.

8. What am I giving up to stay in the Class and get a payment?

Unless you exclude yourself, you remain in the Class, which means that you cannot individually sue Defendant over the claims settled in this case. If you stay in the Class, you will agree to release and discharge Defendant as described in the Settlement Agreement.

9. How do I get out of the settlement?

If you don't want a payment from this settlement, and you want to keep the right to individually sue Defendant about the issues in this case, then you must take steps to 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 *Archie J. Shoemaker. v. Bass & Moglowsky, S.C.*, Case No. 3:19-cv-00316-wmc., including your full name, address, telephone number, email address (if available), and your signature. You must also include a clear statement that you wish to be excluded from the settlement class. You must mail your request for exclusion postmarked **on or before March 9, 2020** to:

**First Class, Inc./ J14281-Shoemaker
5410 W. Roosevelt Rd., Ste 222
Chicago, IL 60644-1490**

Submitting a timely and valid exclusion request in writing is the only way to voluntarily exclude yourself from the settlement.

10. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to individually sue Defendant for the claims that this settlement resolves.

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

No. If you exclude yourself, you will not receive any payment, but you will have the right to sue Defendant over the claims raised in this lawsuit, either on your own or as part of a different lawsuit.

12. Do I have a lawyer in this case?

The Court appointed James L. Davidson of Greenwald Davidson Radbil PLLC and Matthew C. Lein of Lein Law Offices to represent you and other Class Members as “Class Counsel.” You do not have to pay Class Counsel. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

13. How will the lawyers and Class Representative be paid?

Class Counsel will ask the Court for up to \$26,340, to be paid separately from monies paid to Class Members, to cover attorneys’ fees and reimbursement of their litigation costs and expenses. The Court may award less than this amount. Separately, Defendant will pay the Class Representative \$1,000. You will be able to view Class Counsel’s Motion for Attorney’s Fees and Reimbursement of Costs and Expenses on Class Counsel’s website, www.gdrllawfirm.com/Shoemaker, once that motion has been filed with the Court.

14. How do I tell the Court if I do not agree with the settlement?

If you don’t want the Court to approve the settlement, or if you object to Class Counsel’s request for attorneys’ fees and reimbursement of costs, you must file a written objection with the U.S. District Court for the Western District of Wisconsin. You must include the name of the case and the case number, along with your full name, address, and telephone number; evidence demonstrating that you are a member of the class; the specific reasons why you object to the settlement; and whether you intend to appear at the fairness hearing on your own behalf or through counsel. If you have a lawyer file an objection for you, he or she must follow the rules of the U.S. District Court for the Western District of Wisconsin, and you must list the attorney’s name, address, bar number and telephone number in the written objection filed with the Court.

To object:

File the objection with the Clerk of the Court at the address below **on or before March 9, 2020.**

**United States District Court for the Western District of Wisconsin
120 N. Henry St.
Madison, WI 53703**

15. What’s the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don’t like something about the settlement. You can object only if you stay in the Class. If you object, and the Court approves the settlement anyway, you will still be legally bound by the result. Excluding yourself is telling the Court that 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.

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

The Court has scheduled a settlement approval hearing (“Settlement Approval Hearing”) at **1:00 p.m.** on **April 3, 2020** at the United States District Court for the Western District of Wisconsin, 120 N. Henry St., Madison, WI 53703. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. But, you are welcome to appear at your own expense.

18. What happens if I do nothing at all?

You will receive a settlement check for approximately \$10. You will be bound by the terms of the settlement.

19. How do I get more information about the settlement?

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 Western District of Wisconsin.

In addition, all pleadings will be available on Class Counsel’s website, www.gdrlawfirm.com/Shoemaker.

Class Counsel’s contact information is:

James L. Davidson
Greenwald Davidson Radbil PLLC
7601 N. Federal Highway, Suite A-230
Boca Raton, FL 33487
jdavidson@gdrlawfirm.com
(561) 826-5477

Matthew C. Lein
Lein Law Offices, LLP
15692 Hwy 63 North
Hayward, WI 54843
mlein@leinlawoffices.com
(715) 634-4273

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.*