

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.

AFFIDAVIT OF TERRY E. JOHNSON
RE COMPLIANCE WITH CAFA REQUIREMENTS

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

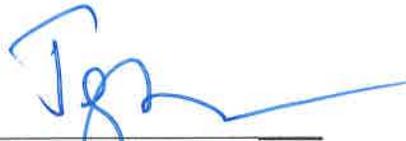
TERRY E. JOHNSON, being first duly sworn on oath, deposes and states as follows:

1. On November 5, 2019, I caused to be forwarded to William P. Barr, Attorney General to the United States, the letter attached hereto as **Exhibit A**, notifying the Attorney General of the class action settlement in this matter. With that letter I enclosed the documents referred to therein. That letter was received by the Attorney General's office on November 12, 2019, as shown by the certified mail receipt provided by the United States Postal Service which is attached hereto as **Exhibit B**.

2. On November 5, 2019, I caused the letter attached hereto as **Exhibit C** to be sent to Josh Kaul, Attorney General for the State of Wisconsin. With that letter I enclosed the documents referred to therein. That letter was received by the Attorney General on November 12, 2019, as shown by the certified mail receipt which is attached hereto as

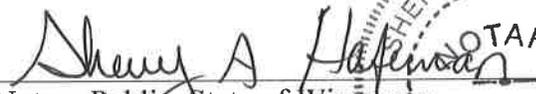
Exhibit D.

3. I have received no response or reaction whatsoever from either of the recipients of the two letters referred to in this affidavit.



Terry E. Johnson

Subscribed and sworn to before me
this 2nd day of January 2020.



Notary Public, State of Wisconsin
My commission expires: 12/13/20



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Terry E. Johnson
Direct Telephone 414-221-6605
tjohnson@vonbriesen.com

November 5, 2019

VIA: FIRST CLASS MAIL; RETURN RECEIPT REQUESTED

William P. Barr, Attorney General
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Re: *Shoemaker v. Bass & Moglowsky, S.C.*
US District Court, Western District Case No. 3:19-cv-00316

Dear Mr. Barr:

Pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, Defendant Bass & Moglowsky, S.C. ("Bass"), through undersigned counsel, writes to give notice of a proposed settlement in the above-referenced matter.

On October 10, 2019, counsel for plaintiff filed a joint motion for Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval") and exhibits.

The Settlement Agreement reflects that the plaintiff will seek and Bass will not oppose preliminary approval of the settlement on behalf of the following class: "All persons in the State of Wisconsin to whom, between April 22, 2018 and April 22, 2019, Bass & Moglowsky, S.C., 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."

Enclosed with this letter are the following materials: (i) the Class Action Complaint; (ii) the Motion for Preliminary Approval, and all supporting exhibits, which includes the Declaration of James L. Davidson in support of the Motion for Preliminary Approval, the proposed notification to class members, and the proposed order re preliminary approval; and (iii) the proposed class action settlement agreement.

Under the terms of the Settlement, the Class Members, 370 in total, are awarded approximately \$10 each. If additional Class Members are discovered, Bass would contribute an additional \$10 for each such member to the settlement fund and any additional notice and administration costs necessary. Bass has ceased serving the "Fair Debt Collection Practices Act Disclosure" simultaneously with service of summonses and complaints. Plaintiff Archie Shoemaker is awarded \$1,000 for his services as class representative. Any undistributed amounts are awarded as cy pres remedy to the Marquette University Law School Legal Clinic and class counsel is awarded not more than \$26,340 in attorney fees and costs.



November 5, 2019

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There are no other agreements between class counsel and counsel for the Defendant relating to this class settlement, there are no final judgments or notices of dismissal in this matter, and there are no written judicial opinions relating to the materials described under 28 U.S.C. §§ 1715(b)(3)-(6).

We appreciate your time and attention to this matter. Please contact me with any questions or concerns.

Very truly yours,

von BRIESEN & ROPER, s.c.

s/ Terry E. Johnson

Terry E. Johnson

TEJ:dlc

Enclosures

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Terry E. Johnson
Direct Telephone 414-221-6605
tjohnson@vonbriesen.com

November 5, 2019

VIA: FIRST CLASS MAIL; RETURN RECEIPT REQUESTED

Josh Kaul, Attorney General
Wisconsin Department of Justice
17 W. Main St.
Madison, WI 53703

Re: *Shoemaker v. Bass & Moglowsky, S.C.*
US District Court, Western District Case No. 3:19-cv-00316

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Under the terms of the Settlement, the Class Members, 370 in total, are awarded approximately \$10 each. If additional Class Members are discovered, Bass would contribute an additional \$10 for each such member to the settlement fund and any additional notice and administration costs necessary. Bass has ceased serving the "Fair Debt Collection Practices Act Disclosure" simultaneously with service of summonses and complaints. Plaintiff Archie Shoemaker is awarded \$1,000 for his services as class representative. Any undistributed amounts are awarded as cy pres remedy to the Marquette University Law School Legal Clinic and class counsel is awarded not more than \$26,340 in attorney fees and costs.



November 5, 2019

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We appreciate your time and attention to this matter. Please contact me with any questions or concerns.

Very truly yours,

von BRIESEN & ROPER, s.c.

s/ Terry E. Johnson

Terry E. Johnson

TEJ:jnl

Enclosures

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