

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

You may benefit from this class action settlement.

You are not being sued.

If you received a debt collection letter from Law Office of Fradkin & Weber, P.A. between January 16, 2018 and February 14, 2019, you may benefit from the settlement of this class action lawsuit.

This case is titled *Marcia R. Hoffman v. Law Office of Fradkin & Weber, P.A.*,
Case No. 1:19-cv-00163-CCB

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

- A consumer sued Law Office of Fradkin & Weber, P.A (“Defendant”) alleging that Defendant sent initial debt collection letters to consumers that did not adequately identify the amounts of the alleged debts it sought to collect, in violation of the Fair Debt Collection Practices Act (“FDCPA” or the “Law”).
- A settlement will provide \$17,000 (the “Settlement Fund”) to fully settle and release claims of persons to whom Defendant sent an initial written communication between January 16, 2018 and February 14, 2019, in connection with the collection of a consumer debt, that stated, “The principal balance on your account is \$[____], plus accrued interest if provided in your contract, plus attorney fees if provided in your contract, plus late fees if provided in your contract.”
- The Settlement Fund will be used to pay settlement amounts to class members who elect to participate. Defendant separately will pay Class Counsel’s reasonable attorneys’ fees, costs, and expenses, \$1,000 to the named plaintiff, and the costs of notice of the settlement and settlement administration up to \$15,940.96.
- Your legal rights are affected, and you now have a choice to make:

SUBMIT A CLAIM FORM	If you received a debt collection communication from Law Office of Fradkin & Weber, P.A., between January 16, 2018 and February 14, 2019, in connection with the collection of a consumer debt, that stated, “The principal balance on your account is \$[____], plus accrued interest if provided in your contract, plus attorney fees if provided in your contract, plus late fees if provided in your contract,” you will receive a cash payment as explained in Section No. 6 below if you submit a valid, timely claim form.
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DO NOTHING BUT STAY IN THE SETTLEMENT	If you received a debt collection communication from Law Office of Fradkin & Weber, P.A., between January 16, 2018 and February 14, 2019, in connection with the collection of a consumer debt, that stated, “The principal balance on your account is \$[_____], plus accrued interest if provided in your contract, plus attorney fees if provided in your contract, plus late fees if provided in your contract,” but you do not submit a valid, timely claim form, you will receive no benefits while also giving up your legal claims against Law Office of Fradkin & Weber, P.A.
EXCLUDE YOURSELF	You will receive no benefits, but you will not be giving up your legal claims against Law Office of Fradkin & Weber, P.A.
OBJECT	Write to the Court about why you don’t like the settlement. You may also appear at the fairness hearing.
GO TO A HEARING	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?

The Plaintiff, Marcia R. Hoffman (“Plaintiff”), filed a class action lawsuit alleging that Defendant violated the FDCPA by sending her a debt collection letter that failed to adequately specify the amount of her alleged debt. You received this notice because you have been identified from the Defendant’s records as a person to whom Defendant mailed a similar debt collection letter during the relevant time period.

2. What is this lawsuit about?

In this lawsuit, Plaintiff claimed that Defendant violated the Law by failing to adequately specify the amount of the alleged debt in Defendant’s collection letter. Defendant denies that its conduct violated the Law and has asserted affirmative defenses to Plaintiff’s claims.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Marcia R. Hoffman) sue on behalf of a group of people (or a “Class”) who have similar claims. You are a member of the Class if you received a debt collection communication from Law Office of Fradkin & Weber, P.A. that was sent between January 16, 2018 and February 14, 2019, in connection with the collection of a consumer debt, that stated, “The principal balance on your account is \$[_____], plus accrued interest if provided in your contract, plus attorney fees if provided in your contract, plus late fees if provided in your contract.”

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 part of the settlement?

You are a Class Member if you fall within the following class definition:

All persons (a) to whom the Law Office of Fradkin & Weber, P.A. mailed an initial debt collection communication not returned as undeliverable, (b) between January 16, 2018 and February 14, 2019, (c) in connection with the collection of a consumer debt, (d) which included the following language: “The principal balance on your account is \$[_____], plus accrued interest if provided in your contract, plus attorney fees if provided in your contract, plus late fees if provided in your contract.”

There are approximately 2,737 persons in total in the Class.

YOUR BENEFITS UNDER THE SETTLEMENT

6. What can I get from the settlement?

Everyone who submits a valid, timely claim form will receive a cash payment, though the amount of that payment will depend on the number of class members who participate. If every class member participates in the settlement, each class member will receive a cash payment of approximately \$6.21 from the \$17,000 settlement fund. But based on historical participation rates in this type of case, Class Counsel anticipates that participating class members will each receive between \$31 and \$62.

7. When will I receive these benefits?

If you submit a valid, timely claim form, you will receive these benefits approximately 60 days after the settlement has been finally approved.

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

You must submit a valid, timely claim form postmarked **no later than August 30, 2019**. If you do not submit a claim form, you will not be entitled to share in the settlement fund.

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

By staying in the settlement, 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 released through the Settlement Agreement.

10. How much will the Class Representative receive?

The Defendant will pay \$1,000 to the Class Representative in settlement of her individual claims.

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 *Marcia R. Hoffman v. Law Office of Fradkin & Weber, P.A.*, Case No. 1:19-cv-00163-CCB. Be sure to include your name, address, telephone number, and email address (if applicable). You must mail your exclusion request so that it is postmarked **no later than August 30, 2019**, and sent to the following address:

First Class, Inc./ J14124-Hoffman
5410 Roosevelt Road, Suite 222
Chicago, IL 60644

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 retain any right that you may have 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.

14. How will the lawyers be paid?

Class Counsel, Greenwald Davidson Radbil PLLC, will ask the Court for an award of attorneys' fees and reimbursement of costs and litigation expenses of up to \$29,000 in total. You will not be charged by these lawyers; however, they will receive a payment from the Defendant in an amount of \$29,000, or less, if that amount is approved by the Court. Any monies awarded to Class Counsel will be paid by Defendant separate from the Settlement Fund.

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 a class action under the FDCPA, 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. The Court, in its discretion, may award anything from \$0 up to the maximum amount to a prevailing party. In addition, the person bringing the suit can also recover attorneys' fees and the expenses of prosecuting the suit, if it is successful.

In this case, based upon Defendant's net worth and the damages allowed under the Law, Class Counsel believes this settlement is very favorable to Class Members.

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. To object, you must send a letter stating that you object to the settlement in *Hoffman v. Law Office of Fradkin & Weber, P.A.*, Case No. 1:19-cv-00163-CCB. Be sure to include (a) your full name, address, telephone number and email address (if available); (b) the grounds for your objection, as well as any documents that you desire the Court to consider, and (c) a statement of whether you intend to appear at the fairness hearing on your own or through counsel. In order to be valid, objections must be mailed to both attorneys listed below, and to the Court, postmarked no later than **August 30, 2019**:

Jesse S. Johnson
Greenwald Davidson Radbil PLLC
7601 N. Federal Hwy., Suite A-230
Boca Raton, FL 33487

Alvin I. Frederick
Eccleston and Wolf, P.C.
7240 Parkway Drive, 4th Floor
Hanover, Maryland 21076

Clerk of Court
United States District Court for the District of Maryland
101 West Lombard Street
Baltimore, Maryland 21201

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 at **10:30 a.m.** on **November 1, 2019** at the **United States District Court for the District of Maryland, 101 West Lombard Street, Baltimore, Maryland 21201**. 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 District of Maryland.

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.*

You can call Greenwald Davidson Radbil PLLC, 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 jjohnson@gdrlawfirm.com or obtain information through Class Counsel's website at www.gdrlawfirm.com.

20. Is this the entire settlement?

No. This notice is only a summary of the proposed settlement. More details are in the settlement agreement, which is available at www.gdrlawfirm.com.

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, DEFENDANT, OR ITS COUNSEL ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL, WRITE, OR E-MAIL CLASS COUNSEL. YOU MAY ALSO VISIT CLASS COUNSEL'S WEBSITE AT WWW.GDRLAWFIRM.COM.