

**Exhibit 1**

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

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

Plaintiff,

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

BASS & MOGLOWSKY, S.C.,

Defendant,

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**Class Action Settlement Agreement**

This class action settlement agreement (“Agreement”) is entered into between Archie J. Shoemaker (“Plaintiff” or “Class Representative”), individually and on behalf of the “Class Members” (as defined below), and Bass & Moglowsky, S.C. (“Defendant”). This Agreement is intended by Plaintiff and Defendant, on behalf of themselves and the Class Members (as defined below) (collectively, the “Parties”), to fully, finally, and forever resolve, discharge, and settle the “Released Claims” (as defined below), upon and subject to the terms and conditions contained herein.

RECITALS

On April 22, 2019, Plaintiff filed a class action complaint (the “Lawsuit”) against Defendant in the United States District Court, Western District of Wisconsin, 3:19-cv-00316-wmc, asserting putative class claims arising from the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692, *et seq.*

Plaintiff alleges that Defendant violated the FDCPA regarding certain of its debt collection efforts with respect to certain consumers in Wisconsin.

Defendant expressly denies any liability whatsoever to Plaintiff or the Class Members, or that it violated the FDCPA;

The Parties desire and intend to settle and resolve all of the claims asserted in the Lawsuit;

The Parties wish to avoid the expense and uncertainty of continued litigation;

The Parties believe that settlement by way of this Agreement is in their best interests;

Plaintiff's counsel have conducted an evaluation of the claims to determine how best to serve the interests of the Class Members;

Plaintiff's counsel believe, in view of the costs, risks, and delays of continued litigation and appeals, including the amount of money potentially available to the Class Members in light of Defendant's net worth and the cap on damages set forth in the FDCPA, balanced against the benefits of settlement to the Class Members, that the class settlement as provided in this Agreement is in the best interest of the Class Members and is a fair, reasonable, and adequate resolution of the Lawsuit;

Prior to entering into this Agreement, counsel for the Parties engaged in discovery and extensive settlement discussions, which helped to inform their negotiations;

The Parties desire and intend to seek Court approval of the settlement of the Lawsuit as set forth in this Agreement and, upon Court approval, to seek entry of a Final Approval Order dismissing with prejudice the claims of the Class Members as set forth herein;

The Parties and their counsel agree to recommend approval of this Agreement to the Court and to any regulatory authority responding to the proposed settlement pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. §§ 1332(d), 1453, and 1711-1715; and

The Parties agree to undertake all steps necessary to effectuate the terms and purposes of this Agreement, to secure the Court's approval of same, and contemplate that they will oppose any

objections to the proposed settlement, including objections by any regulatory authority after CAFA notices are issued, and oppose any appeals from any orders of final approval not taken by the Parties.

In consideration of the promises, representations, and warranties set forth, the Parties stipulate and agree:

1. DEFINITIONS – The following definitions apply to this Agreement:

A. “Effective Date” means the first date after the “Final Order Day” (as defined below) and.

B. “Final Order Day” means the day upon which the Final Approval Order becomes “Final.” The Final Approval Order becomes “Final” upon the expiration of any available appeal period following entry of the Final Approval Order. If any appeal is filed from the Final Approval Order, then the Final Order Day will be the first date after the conclusion of all appeals, so long as the Final Approval Order is not reversed or vacated.

C. “Class Members” means any person who meets the following definition:

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.

Defendant represents that there are 370 Class Members.

D. “Released Claims” means all claims under 15 U.S.C. § 1692e and 15 U.S.C. § 1692g that arise out of Defendant’s dissemination of its “Fair Debt Collection Practices Act Disclosure” between April 22, 2018 and April 22, 2019. Nothing herein prevents Defendant or its present or former clients from collecting or attempting to collect any remaining debts allegedly

owed by the Class Members, nor will it prevent Plaintiff and Class Members from asserting any defenses they have to the alleged debts.

E. “Released Parties” means Bass & Moglowsky, S.C. and each of its past, present, and future directors, officers, employees, partners, principals, clients, insurers, co-insurers, re-insurers, shareholders, attorneys, and any related or affiliated company, including any parent, subsidiary, predecessor, or successor company.

2. CLASS CERTIFICATION – Plaintiff will seek, and Defendant will not oppose, preliminary approval of the settlement on behalf of the class defined above in ¶ 1(C).

3. CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT – The Parties agree that Plaintiff should be appointed as the Class Representative for the Class Members and that James L. Davidson of Greenwald Davidson Radbil PLLC and Matthew C. Lein of Lein Law Offices should be appointed as counsel for the Class Members (“Class Counsel”).

4. ORDER OF PRELIMINARY APPROVAL – Counsel for Plaintiff will file an unopposed motion requesting that the Court enter an Order of Preliminary Approval of Class Action Settlement in substantially the same form attached as **Exhibit A**.

5. FINAL APPROVAL ORDER AND JUDGMENT – If the settlement is approved preliminarily by the Court, and all other conditions precedent to the settlement have been satisfied, counsel for Plaintiff will request that the Court enter a Final Approval Order in substantially the same form attached as **Exhibit B**.

6. ADMINISTRATION AND NOTIFICATION PROCESS – First Class, Inc.—a third-party class administrator jointly selected by and agreeable to the parties (“Class Administrator”)—will administer the settlement and notification of the settlement to the Class Members. The Class Administrator will be responsible for mailing the approved class action notice and settlement

checks to the Class Members. The Class Administrator will, as expeditiously as possible but not to exceed 21 days from the Court's entry of the Order of Preliminary Approval of Class Action Settlement, provide notice of the settlement to the Class Members as follows:

A. Short Form Notice – The Class Administrator will send via U.S. mail written postcard notice of the settlement to each Class Member at his or her last known valid address, address correction requested, as provided by Defendant. Before sending the written notice, the Class Administrator will confirm and, if necessary, update the addresses for the Class Members through the standard methodology it currently uses to update addresses, including attempting to identify the name and address of each Class Member. If any notice is returned with a new address, the Class Administrator will re-mail the notice to the new address and will update the Class Member address list with all forwarding addresses. If any notice is returned undeliverable without a new address, the Class Administrator will run a skip trace to attempt to locate an updated address and will re-mail the notice to the new address if a new address can be located. The Short Form Notice to the Class Members will be in substantially the form attached as **Exhibit C**.

B. Long Form Notice – Class Counsel will also maintain on its website at [www.gdrlawfirm.com](http://www.gdrlawfirm.com) the Long Form Notice, in substantially the same form as that attached as **Exhibit D**, as well the Complaint, this Agreement, Plaintiff's Motion for Attorneys' Fees, Costs, and Expenses (when filed), and any settlement-related orders by the Court.

C. CAFA Notice – Defendant will be responsible for serving the CAFA notice required by 28 U.S.C. § 1715, within 10 days of the filing of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement.

7. REQUESTS FOR EXCLUSION AND OBJECTIONS – The Class Administrator will administer the receipt of any and all requests for exclusion.

A. Any Class Member who desires to be excluded from the class must send a written request for exclusion to the Class Administrator with a postmark date no later than 60 days after the Court's entry of the Order of Preliminary Approval of Class Action Settlement. After that deadline passes, the Class Administrator will provide to Class Counsel and Defendant's counsel a list of the names of each Class Member who submitted a timely exclusion. A copy of this list will be provided to the Court in connection with Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement.

B. In the written request for exclusion, the Class Member must set forth his or her full name, address, telephone number, and email address (if available), along with a statement that he or she wishes to be excluded.

C. Any Class Member who submits a valid and timely request for exclusion will not be bound by the terms of this Agreement. Any Class Member who fails to submit a valid and timely request for exclusion will be bound by the terms of this Agreement.

D. Any Class Member who intends to object to the fairness of this settlement must file a written objection with the Court within 60 days from the Court's entry of the Order of Preliminary Approval of Class Action Settlement. Further, any such Class Member must, within the same time period, provide a copy of the written objection to Class Counsel and Counsel for Defendant via U.S. Mail.

E. In the written objection, the Class Member must state: his or her full name, address, telephone number, and email address (if available); documentary evidence demonstrating that he or she is a member of the class; the reasons for his or her objection; the name, address, bar number and telephone number of the objecting Class Member's counsel, if represented by an attorney; a statement of the specific basis for each objection; a list of any legal authority the objector will

present at the Final Approval Hearing; and whether he or she intends to appear at the fairness hearing on his or her own behalf or through counsel.

F. Any Class Member who does not file a valid and timely objection to the settlement will be barred from seeking review of the settlement by appeal or otherwise.

G. Any Class Member who submits both an objection and an exclusion will be treated as having submitted an exclusion and will not be bound by the terms of the settlement.

H. When responding to any inquiry from a Class Member, Plaintiff and Class Counsel will confirm that they believe the settlement is fair and reasonable.

I. Subject to approval by the Court, a fairness hearing will be conducted regarding the settlement within 90 to 120 days from the Court's entry of the Order of Preliminary Approval of Class Action Settlement. Under Rule 23(c)(2)(B)(iv) of the Federal Rules of Civil Procedure, the Class Members will be notified that they may enter an appearance through an attorney at their own expense if the member so desires.

8. RELEASES –

A. Release by Plaintiff – As consideration for this Agreement, as of the Effective Date, Plaintiff releases and forever discharges the Released Parties from any and all claims he has, or may have had, against Defendant that could have been pursued as of the Effective Date. This release does not limit or foreclose any defenses Plaintiff may have regarding the underlying debt Defendant sought to collect from him.

B. Release by the Class – Each Class Member who did not exclude himself or herself releases and forever discharges, as of the Effective Date, the Released Parties from the Released Claims.

9. SETTLEMENT CONSIDERATION – In consideration for the foregoing releases, the Parties agree to the following:

A. Settlement Fund – Defendant, in consultation with the Class Administrator, will cause to be established a non-reversionary settlement fund of \$7,160 (“Settlement Fund”), within 5 days after the Final Order Day.<sup>1</sup> After deducting the costs of notice and administration of the settlement from the Settlement Fund, each Class Member who does not timely exclude himself or herself from the settlement will receive an equal share of the Settlement Fund.

The amount of the Settlement Fund is contingent on there being no more than 370 Class Members, including Plaintiff. Based on the potential class size of 370 persons, the parties anticipate that the total costs of notice and settlement administration will be \$3,455.44. As a result, each participating Class Member will receive approximately \$10.

B. Additional Class Members – Should Defendant discover additional Class Members above 370, Defendant will increase the Settlement Fund by (1) contributing \$10 per each additional Class Member, and (2) contributing any additional notice and administration costs necessary to account for notice and settlement administration for each additional Class Member. Any monies necessary for additional Class Members above 370 will be paid by Defendant in addition to the total compensation of \$34,500 that Defendant is required to pay under this Agreement.

C. Settlement Checks – Within 21 days after the Final Order Day, the Class Administrator will send via U.S. mail a settlement check to each participating Class Member. Defendant’s obligations pursuant to this paragraph will be considered fulfilled upon the mailing

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<sup>1</sup> Because the Class Administrator will necessarily have to mail the Short Form Notice to Class Members prior to Final Order Day, Defendant will provide to the Class Administrator the portion of the Settlement Fund necessary to cover the costs of distributing the Short Form Notice at the time it is requested by the Class Administrator.

of the settlement checks, regardless of whether any settlement check is received, returned, or cashed, except that the Class Administrator must take reasonable steps to forward all settlement checks returned with a forwarding address, to such forwarding addresses. Each settlement check will be void 90 days after mailing.

D. Cy Pres – To the extent that any funds remain in the Settlement Fund after the void date (from uncashed checks or otherwise), such funds will be paid to Marquette University Law School Legal Clinic as a *cy pres* recipient.

E. Payment to Plaintiff – Separate and apart from the Settlement Fund, Defendant will pay \$1,000.00 to Plaintiff within 5 days after the Final Order Day.

F. Change in Defendant's Conduct – Defendant affirms that it has ceased serving a copy of its “Fair Debt Collection Practices Act Disclosure” simultaneously with the service of summonses and complaints on consumers. Defendant will no longer engage in this practice going forward.

G. Attorneys' Fees and Expenses of Class Counsel – Defendant agrees to pay reasonable attorneys' fees and costs incurred by Plaintiff in the Lawsuit not to exceed the total sum of \$26,340. In advance of the final fairness hearing, Class Counsel will file an application for reasonable attorneys' fees, costs, and expenses, not to exceed \$26,340, and may indicate the application is unopposed. For the limited purposes of this settlement, Plaintiff is considered the prevailing party. Defendant will pay the reasonable attorneys' fees and litigation costs and expenses, as allowed by the Court. The amount to be paid to Class Counsel for attorneys' fees, costs, and expenses will be paid by Defendant separate and apart from the Settlement Fund and any payment to Plaintiff.

Defendant will forward to Class Counsel payment for the attorneys' fees, costs and expenses approved or awarded by the Court no later than 5 days after the date of the order approving or awarding such fees, costs, and expenses. Upon payment of attorneys' fees, costs, and expenses to Class Counsel, the Released Parties will have no further obligation with respect to Class Counsel's fees, costs, and expenses, or the fees, costs, or expenses of any other attorney on behalf of Plaintiff or any Class Member.

10. COVENANT NOT TO SUE – Plaintiff agrees and covenants, and each Class Member who did not timely exclude himself or herself from the settlement will be deemed to have agreed and covenanted, not to sue any of the Released Parties with respect to any of the Released Claims.

11. TERMINATION – Only after attempting and completing good-faith negotiations to salvage the settlement, Plaintiff and Defendant will each have the right to terminate this Agreement if one of the following occurs:

A. The Court refuses to enter an Order of Preliminary Approval of Class Action Settlement in substantially the form attached as Exhibit A; or

B. The Court refuses to approve the settlement following notice to the Class Members and the final fairness hearing.

Written notice of termination must be provided to the other party within 7 days of the above event forming the basis of the termination.

If either Plaintiff or Defendant terminates this Agreement as provided in this paragraph, the Agreement will be of no force and effect, and the Parties' rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed.

The procedure for and the allowance or disallowance by the Court of any applications by Plaintiff or Class Counsel for attorneys' fees, costs, and expenses are to be considered by the Court

separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement set forth herein. Any order regarding an application for attorneys' fees, costs, and expenses will not operate to terminate or cancel this settlement or affect the finality of the settlement of this matter.

12. MISCELLANEOUS PROVISIONS – Any exhibits to this Agreement are an integral part of the settlement and are expressly incorporated herein as part of this Agreement.

13. This Agreement is for settlement purposes only. The Parties acknowledge that this Agreement is not an admission of wrongdoing or liability by Defendant or any of the Released Parties. Defendant expressly denies any liability whatsoever to Plaintiff or the Class Members.

14. No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Agreement.

15. This Agreement contains the entire agreement between the Parties and supersedes any and all other agreements between the Parties. The terms of this Agreement are contractual.

16. This Agreement is to be interpreted in accordance with Wisconsin law.

17. Any dispute, challenge, or question relating to this Agreement is to be heard only by this Court.

18. The Parties agree that this Court has subject matter jurisdiction over the claims at issue and will request that the Court retain continuing and exclusive jurisdiction over the Parties to this Agreement, and over the administration and enforcement of this Agreement.

19. This Agreement will be binding upon and inure to the benefit of the Parties and their representatives, heirs, successors, and assigns.

20. In the event that any material provisions of this Agreement are held invalid or unenforceable for any reason, such invalidity or unenforceability will not affect other provisions

of this Agreement, if Plaintiff and Defendant mutually elect to proceed as if the invalid or unenforceable provision had never been included in the Agreement.

21. This Agreement is deemed to have been drafted jointly by the Parties and, in construing and interpreting this Agreement, no provision of this Agreement will be construed or interpreted against any party because such provision, or this Agreement as a whole, was purportedly prepared or requested by such party.

22. This Agreement may be signed in counterparts, and by scanned and/or facsimile signatures. The separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all Parties and together constitutes one and the same instrument.

23. The Parties understand that this Agreement is a public document that will be filed with the Court for its review and approval.

24. Aside from any Court-authorized notices, the Parties and their counsel will not, directly or indirectly, publicize or disseminate information about this Settlement, whether in the form of public comment, press releases, or statements to the media, provided, however, that Class Counsel may include on its website information about the Settlement, including the Long From Notice, any settlement-related orders issued by the Court, and other case-related documents, until such time as the settlement checks contemplated by section 9.A. reach their void date. The Parties may make public statements to the Court as necessary to obtain preliminary or final approval of the Settlement, and Class Counsel will not be prohibited from communicating with any Class Member, or any government agency that makes inquiry, regarding the Action or the Settlement.

25. Notices/Communications – All requests, demands, claims and other communications hereunder must be: (a) in writing; (b) delivered by U.S. Mail; (c) deemed to have been duly given on the date received; and (d) addressed to the intended recipients as set forth below:

If to Plaintiff or the Class:

James L. Davidson  
Greenwald Davidson Radbil PLLC  
7601 N. Federal Hwy., Suite A-230  
Boca Raton, FL 33487

If to Defendant:

Terry E. Johnson  
von Briesen & Roper, s.c.  
411 East Wisconsin Avenue, Suite 1000  
Milwaukee, WI 53202

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused this

Agreement to be executed:

  
Archie J. Shoemaker

Dated: October 2<sup>nd</sup>, 2019

  
James L. Davidson  
Greenwald Davidson Radbil PLLC  
7601 N. Federal Hwy., Suite A-230  
Boca Raton, FL 33487  
Telephone: 561-826-5477

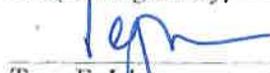
Dated: October 8, 2019

Matthew C. Lein  
Lein Law Offices  
PO Box 761  
15692 Highway 63 North  
Hayward, WI 54843

Proposed Class Counsel

  
Bass & Moglowsky, S.C.

Dated: October 8, 2019

  
Terry E. Johnson  
von Briesen & Roper, s.o.  
411 East Wisconsin Avenue, Suite 1000  
Milwaukee, WI 53202

Dated: October 9, 2019

Counsel for Defendant

**Exhibit A**

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

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

Plaintiff,

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

BASS & MOGLOWSKY, S.C.,

Defendant,

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**ORDER PRELIMINARILY APPROVING SETTLEMENT**

The Court has been advised that the parties to this action, Archie J. Shoemaker (hereinafter referred to as “Plaintiff” or “Class Representative”), and Bass & Moglowsky, S.C. (hereinafter referred to as “Defendant”), through their respective counsel, have agreed, subject to Court approval following notice to the Class Members and a hearing, to settle the above-captioned lawsuit (hereinafter referred to as the “Lawsuit”) upon the terms and conditions set forth in the Class Action Settlement Agreement (hereinafter referred to as the “Settlement Agreement”), which has been filed with the Court. Based upon the Settlement Agreement and all of the files, records, and proceedings herein, the Court preliminarily finds that the proposed settlement is fair, reasonable, and adequate, and that a hearing should and will be held on \_\_\_\_\_, **2020**, after notice to the Class Members, to confirm that the proposed settlement is fair, reasonable, and adequate, and to determine whether a Final Order and Judgment should be entered in this Lawsuit.

The Court finds that it has jurisdiction over the subject matter of the Lawsuit and over all settling parties hereto. In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(D), 1453, and 1711-1715, Defendant will cause to be served written notice of the proposed class settlement.

Pursuant to Fed. R. Civ. P. 23(b)(3), the Lawsuit is hereby preliminarily certified, for

settlement purposes only, as a class action on behalf of the following class (hereinafter referred to as the “Class Members”) with respect to the claims asserted in the Lawsuit:

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.

Defendant represents that there are 370 Class Members, including Plaintiff.

Pursuant to Fed. R. Civ. P. 23, the Court appoints Archie J. Shoemaker as the Class Representative. The Court also appoints James L. Davidson of Greenwald Davidson Radbil PLLC and Matthew C. Lein of Lein Law Offices as Class Counsel. *See, e.g., Veness v. Heywood, Cari & Anderson, S.C.*, No. 17-cv-338-bbc, 2017 WL 6759382, at \*2-\*3 (W.D. Wisc. Dec. 29, 2017) (Crabb, J.).

The Court preliminarily finds that the Lawsuit satisfies the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23, for purposes of settlement only, namely:

- A. The Class Members are so numerous that joinder of all of them in the Lawsuit is impracticable;
- B. There are questions of law and fact common to the Class Members, which predominate over any individual questions;
- C. The claims of the Plaintiff are typical of the claims of the Class Members;
- D. Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all of the Class Members; and
- E. Class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

*See Chapman v. Bowman, Heintz, Boscia, & Vician, P.C.*, No. 2:15–CV–120 JD, 2015 WL 9478548, at \*2 (N.D. Ind. Dec. 29, 2015) (granting preliminary approval of class action settlement under the Fair Debt Collection Practices Act (“FDCPA”)).

The Court preliminarily finds that the settlement of the Lawsuit, on the terms and conditions set forth in the Settlement Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the Class Members, especially in light of the benefits to the Class Members; the strengths and weaknesses of Plaintiff’s case; the anticipated complexity, duration and expense of additional litigation; the risk and delay inherent in possible appeals; the limited amount of any potential total recovery for the Class, given Defendant’s net worth and the cap on statutory damages for claims brought under the FDCPA; and the opinion of Class Counsel, who are highly experienced in this area of class action litigation.

A third-party class administrator acceptable to the parties will administer the settlement and notification to Class Members. The class administrator will be responsible for mailing the approved class action notice and settlement checks to the Class Members. Upon the recommendation of the parties, the Court hereby appoints the following class administrator: First Class, Inc.

The Court approves the form and substance of the Short Form and Long Form Notices attached to the Settlement Agreement as Exhibits C and D respectively. The proposed form and method for notifying the Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all persons entitled to the notice. The Court finds that the proposed notice plan is clearly designed to advise the Class Members of their rights. In accordance with the Settlement Agreement, the class administrator will mail the notice to the Class Members as expeditiously as possible, but in no event later than 21 days after the Court’s entry of this order, *i.e.*, **no later than \_\_\_\_\_, 2019**. The class administrator

will confirm, and if necessary, update the addresses for the Class Members through standard methodology that the class administrator currently uses to update addresses.

Any Class Member who desires to be excluded from the class must send a written request for exclusion to the class administrator with a postmark date no later than 60 days after the Court's entry of this order, *i.e.*, **no later than** \_\_\_\_\_, **2019**. To be effective, the written request for exclusion must state the Class Member's full name, address, telephone number, and email address (if available), along with a statement that the Class Member wishes to be excluded. Any Class Member who submits a valid and timely request for exclusion will not be bound by the terms of the Settlement Agreement.

Any Class Member who intends to object to the fairness of this settlement must file a written objection with the Court within 60 days after the Court's entry of this order, *i.e.*, **no later than** \_\_\_\_\_, **2019**. Further, any such Class Member must, within the same time period, provide a copy of the written objection to: James L. Davidson, Esq., Greenwald Davidson Radbil PLLC, 7601 N. Federal Hwy., A-230, Boca Raton, FL 33487; and Terry E. Johnson, von Briesen & Roper, s.c., 411 East Wisconsin Avenue, Suite 1000, Milwaukee, WI 53202.

To be effective, a notice of intent to object to the Settlement must:

- (a) Contain a heading which includes the name of the case and case number;
- (b) Provide the name, address, telephone number and signature of the Class Member filing the objection;
- (c) Be filed with the Clerk of the Court no later than 60 days after the Court preliminarily approves the settlement;
- (d) Be sent to Class Counsel and Defendant at the addresses designated in the Notice by first-class mail, postmarked no later than 60 days after the Court preliminarily approves the settlement;
- (e) Contain the name, address, bar number and telephone number of the objecting Class Member's counsel, if represented by an attorney. If the Class Member is represented by an attorney, he/she must comply with all

applicable laws and rules for filing pleadings and documents in the U.S. District Court for the Western District of Wisconsin;

- (f) A statement of the specific basis for each objection;
- (g) Contain evidence demonstrating that the objector is a member of the class;
- (h) A list of any legal authority the objector will present at the Final Approval Hearing; and
- (i) A statement as to whether he or she intends to appear at the final fairness hearing.

Any Class Member who has timely filed an objection may appear at the Final Approval Hearing, in person or by counsel, and be heard to the extent allowed by the Court, applying applicable law, in opposition to the fairness, reasonableness and adequacy of the Settlement, and on the application for an award of attorneys' fees and costs. The right to object to the Settlement must be exercised individually by an Class Member, not as a member of a group or subclass and, except in the case of a deceased, minor, or incapacitated Class Member, not by the act of another person acting or purporting to act in a representative capacity.

The Court will conduct a hearing on \_\_\_\_\_, **2020** at the United States District Court for the Western District of Wisconsin, 120 N. Henry St., Madison, WI 53703, to review and rule upon the following issues:

- A. Whether this action satisfies the applicable prerequisites for class action treatment for settlement purposes under Fed. R. Civ. P. 23;
- B. Whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interest of the Class Members and should be approved by the Court;
- C. Whether a Final Order and Judgment, as provided under the Settlement Agreement, should be entered, dismissing the Lawsuit with prejudice and releasing the Released Claims against the Released Parties; and

D. To discuss and review other issues as the Court deems appropriate.

Attendance by Class Members at the Final Approval Hearing is not necessary. Class Members need not appear at the hearing or take any other action to indicate their approval of the proposed class action settlement. Class Members wishing to be heard are, however, required to appear at the Final Approval Hearing. The Final Approval Hearing may be postponed, adjourned, transferred, or continued without further notice to the Class Members.

Class Counsel's petition for attorney's fees and reimbursement of costs and expenses must be submitted no later than 45 days after the Court preliminarily approves the settlement, i.e., **no later than \_\_\_\_\_, 2019.**

The Settlement Agreement and this Order will be null and void if any of the following occur:

- A. The Settlement Agreement is terminated by any of the Parties because any specified material condition to the settlement set forth in the Settlement Agreement is not satisfied and the satisfaction of such condition is not waived in writing by the Parties;
- B. The Court rejects any material component of the Settlement Agreement, including any amendment thereto approved by the Parties; or
- C. The Court approves the Settlement Agreement, including any amendment thereto approved by the Parties, but such approval is reversed on appeal and such reversal becomes final by lapse of time or otherwise.

The Court retains continuing and exclusive jurisdiction over the action to consider all further matters arising out of or connected with the settlement, including the administration and enforcement of the Settlement Agreement.

The Court sets the following schedule:

<u>Date</u>	<u>Event</u>
	Preliminary Approval Order Entered

Notice Sent (21 days after entry of Preliminary Approval Order)

Motion for Attorneys' Fees Papers Filed (45 days after entry of Preliminary Approval Order)

Deadline to Send Exclusion or File Objection (60 days after entry of Preliminary Approval Order)

Motion for Final Approval Filed (75 days after entry of Preliminary Approval Order)

Opposition to Motion for Final Approval and Opposition to Attorney Fees Award Filed (89 days after entry of Preliminary Approval Order)

Reply to Opposition to Motion for Final Approval and Opposition to Attorney Fees Award Filed (96 days after entry of Preliminary Approval Order))

Final Approval Hearing Held

ORDER

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
United States District Judge

**Exhibit B**

**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,

---

**FINAL ORDER AND JUDGMENT**

On April 22, 2019, Archie J. Shoemaker (“Plaintiff”) filed a class action complaint (hereinafter referred to as the “Lawsuit”) against Bass & Moglowsky, S.C. (“Defendant”) in the United States District Court, Western District of Wisconsin, Case No. 3:19-cv-00316-wmc, asserting class claims under the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.*

Defendant has denied any and all liability alleged in the Lawsuit.

On \_\_\_\_\_, after extensive arms-length negotiations, Plaintiff and Defendant (hereinafter jointly referred to as the “Parties”) entered into a Class Action Settlement Agreement (hereinafter referred to as the “Settlement Agreement”), which is subject to review under Fed. R. Civ. P. 23.

On \_\_\_\_\_, the Parties filed the Settlement Agreement, along with Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Preliminary Approval Motion”).

Defendant has caused to be served written notice of the proposed class settlement in compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(D), 1453, and 1711-1715 as is required by law.

On \_\_\_\_\_, upon consideration of Plaintiff’s Preliminary Approval Motion and the record, the Court entered an Order of Preliminary Approval of Class Action Settlement (hereinafter referred to as the “Preliminary Approval Order”). Pursuant to the Preliminary Approval Order, the Court, among other things, (i) preliminarily certified a class of plaintiffs (hereinafter referred to as the “Class Members”) with respect to the claims asserted in the Lawsuit; (ii) preliminarily approved the proposed settlement; (iii) appointed Plaintiff as the Class Representative; (iv) appointed James L. Davidson of Greenwald Davidson Radbil PLLC and Matthew C. Lein of Lein Law Offices as Class Counsel; and, (v) set the date and time of the Settlement Approval Hearing.

On \_\_\_\_\_, Plaintiff filed his Motion for Final Approval of Class Action Settlement (the “Final Approval Motion”).

On \_\_\_\_\_, a Final Approval Hearing was held pursuant to Fed. R. Civ. P. 23 to determine whether the Lawsuit satisfies the applicable prerequisites for class action treatment and whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interest of the Class Members and should be approved by the Court.

The Parties now request final certification of the settlement class under Fed. R. Civ. P. 23 (b)(3) and final approval of the proposed class action settlement.

The Court has read and considered the Settlement Agreement, Motion for Final Approval, and the record of these proceedings. All capitalized terms used herein have the meanings defined herein and/or in the Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

The Court has jurisdiction over the subject matter of the Lawsuit and over all settling parties hereto.

**CLASS MEMBERS** – Pursuant to Fed. R. Civ. P. 23(b)(3), the Lawsuit is hereby certified, for settlement purposes only, as a class action on behalf of the following class of plaintiffs

(hereinafter referred to as the “Class Members”) with respect to the claims asserted in the Lawsuit:

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.

Defendant has identified 370 Class Members, including Plaintiffs.

**CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT** – Pursuant to Fed. R. Civ. P. 23, the Court certifies Plaintiff as the Class Representative and James L. Davidson of Greenwald Davidson Radbil PLLC and Matthew C. Lein of Lein Law Offices as Class Counsel. *See, e.g., Veness v. Heywood, Cari & Anderson, S.C.*, No. 17-cv-338-bbc, 2017 WL 6759382, at \*2-\*3 (W.D. Wisc. Dec. 29, 2017) (Crabb, J.).

**NOTICES TO THE CLASS** – Pursuant to the Court’s Preliminary Approval Order, the approved class action notices were mailed. The form and method for notifying the Class Members of the settlement and its terms and conditions were in conformity with this Court’s Preliminary Approval Order and satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, and constituted the best notice practicable under the circumstances. The Court finds that the notice was clearly designed to advise the Class Members of their rights.

**FINAL CLASS CERTIFICATION** – The Court finds that the Lawsuit satisfies the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23 for the purposes of settlement, namely:

- A. The Class Members are so numerous that joinder of all of them in the Lawsuit is impracticable;
- B. There are questions of law and fact common to the Class Members, which predominate over any individual questions;
- C. The claims of the Plaintiff are typical of the claims of the Class Members;

- D. Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all of the Class Members; and
- E. Class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

The Court finds that the settlement of the Lawsuit, on the terms and conditions set forth in the Settlement Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the Class Members, especially in light of the benefits to the Class Members; the strength of the Plaintiff's case; the complexity, expense, and probable duration of further litigation; the risk and delay inherent in possible appeals; and, the limited amount of any potential total recovery for the class given Defendant's net worth. *See, e.g., Veness v. Heywood, Cari & Anderson, S.C.*, No. 17-cv-338-bbc, 2018 WL 4489277, at \*2 (W.D. Wisc. May 17, 2018) (Peterson, J.) (granting final approval of FDCPA class action settlement).

**SETTLEMENT TERMS** – The Settlement Agreement shall be deemed incorporated herein, and the proposed settlement is finally approved and shall be consummated in accordance with the terms and provisions thereof, except as amended by any order issued by this Court. The material terms of the Settlement Agreement include, but are not limited to, the following:

1. **Settlement Fund** – Defendant will establish a \$7,160 Settlement Fund (the “Settlement Fund”).
2. **Settlement Payment to Class Members** - After deducting the costs of notice and administration of the settlement from the Settlement Fund, each Class Member who has not excluded himself or herself from the Class with a postmark date no later than 60 days after the Court's entry of the Order of Preliminary Approval of Class Action Settlement will receive a pro rata share of the Settlement Fund. Each settlement check will be void ninety days after mailing. To

the extent that any funds remain in the Settlement Fund after the void date (from uncashed checks or otherwise), these funds will be distributed to Marquette University Law School Legal Clinic as the *cy pres* recipient.

3. Statutory Award to Plaintiff – Plaintiff will receive from Defendant the sum of \$1,000 pursuant to 15 U.S.C. § 1692k(a)(2)(B)(i). This payment will be separate and apart from the Settlement Fund and his pro-rata share of the same.

4. Attorney’s Fees and Expenses for Class Counsel: Defendant will pay Class Counsel \$\_\_\_\_\_ for attorneys’ fees, costs and expenses, separate and apart from the Settlement Fund and the Statutory Award to Plaintiff; and

**OBJECTIONS AND EXCLUSIONS** – The Class Members were given an opportunity to object to the settlement. No Class Members objected to the settlement. No Class Members excluded themselves from the settlement. This Order is binding on all Class Members.

**RELEASE OF CLAIMS AND DISMISSAL OF LAWSUIT** – The Class Members and their successors and assigns are permanently barred and enjoined from instituting or prosecuting, either individually or as a class, or in any other capacity, any of the Released Claims against any of the Released Parties, as set forth in the Settlement Agreement. Pursuant to the release contained in the Settlement Agreement, the Released Claims are compromised, settled, released, discharged, by virtue of these proceedings and this order.

The Lawsuit is hereby dismissed with prejudice in all respects, with the Court specifically retaining jurisdiction to award attorneys’ fees, costs, expenses, and disbursements to Class Counsel. This Order is not, and shall not be construed as, an admission by Defendant of any liability or wrongdoing in this or in any other proceeding. The Court hereby retains continuing and exclusive jurisdiction over the Parties and all matters relating to the Lawsuit and/or Settlement Agreement, including the administration, interpretation, construction, effectuation, enforcement, and

consummation of the settlement and this order.

ORDER

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
United States District Judge

**Exhibit C**

**What is this lawsuit about?** Archie J. Shoemaker ("Class Representative") alleges that Bass & Moglowsky, S.C. ("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. Defendant denies that it violated the FDCPA. The Court did not decide who is right and who is wrong.

The United States District Court for the Western District of Wisconsin certified a class of 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, excluding any person who did not sign the Note that was the subject of that lawsuit.

**Why did I receive this notice?** You received this notice because the parties have reached a settlement and Defendant identified you as a potential member of the class. Receiving this notice does not necessarily mean that you are a class member or that you are entitled to compensation.

**What does the settlement provide?** Defendant will create a fund of \$7,160, which, after deducting costs for notice and administration of the settlement, will be distributed on an equal basis to each to those class members who do not timely exclude themselves from the settlement. Defendant will separately pay: (1) \$1,000 to the Class Representative and (2) reasonable attorneys' fees, costs, and expenses to counsel for the Class Representative not to exceed \$26,340, subject to the Court's approval. Defendant has also agreed to stop using the "Fair Debt Collection Practices Act Disclosure" in conjunction with its service of lawsuits on consumers.

**What are my legal rights and options?** As a class member, you have three options. First, you may do nothing, in which case you will receive a cash payment which Class Counsel estimates to be \$10, but you will also release any claim(s) that you have against Defendant related to the claims in this case. Second, you may exclude yourself from the settlement, in which case you will not receive a share of the settlement fund, but you will not release any claim(s) that you have against Defendant. Third, you may object to the settlement.

**When is the deadline to object to, or seek exclusion from, the settlement?** The deadline to object to the settlement, or seek exclusion from it, is \_\_\_\_\_. To obtain additional information regarding the manner in which you may exercise your legal rights and options, please visit [www.gdrlawfirm.com/Shoemaker](http://www.gdrlawfirm.com/Shoemaker), or contact the settlement administrator by writing to: First Class, Inc., c/o/ \_\_\_\_\_.

**When is the final fairness hearing?** The Court will hold a final fairness hearing on \_\_\_\_\_, at \_\_\_\_\_. The hearing will take place in the United States District Court for the Western District of Wisconsin, 120 N. Henry St., Madison, WI 53703. At the final fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and, if so, whether it should be granted final approval. The Court will hear objections to the settlement, if any. The Court may make a decision at that time, postpone a decision, or continue the hearing.

Front

**This is a notice of settlement of a class action lawsuit. A federal court authorized this notice. This is not a notice of a lawsuit against you.**

Shoemaker v. Bass & Moglowsky, S.C., Case 3:19-cv-00316-wmc (W.D. Wisc.)

**A federal court authorized this notice. This is not a solicitation from a lawyer. Please read this notice carefully. It summarizes your rights and options to participate in a class action settlement.**

**Shoemaker v. Bass & Moglowsky, S.C.**

c/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Permit  
Info here

*Bar Code To Be Placed Here*

Postal Service: Please do not mark Barcode

**ADDRESS SERVICE REQUESTED**

CLASS MEMBER ID: << ID >>  
<<Name >>  
<<Address >>  
<<City >>, <<State >> <<Zip >>

Back

**Exhibit D**

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

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

Plaintiff,

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

BASS & MOGLOWSKY, S.C.,

Defendant,

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**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.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>DO NOTHING AND STAY IN SETTLEMENT</b>	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.
<b>ASK TO BE EXCLUDED</b>	If you exclude yourself, you will get no payment. This allows you to pursue claims against Defendant that are resolved by this lawsuit.
<b>OBJECT</b>	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 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, but 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** \_\_\_\_\_ to:

**First Class, Inc.**

**[address]**

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](http://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, you must file a written objection with the U.S. District Court for the Western District of Wisconsin and send a copy to Class Counsel and counsel for Defendant, as noted below. 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; whether you intend to appear at the fairness hearing on your own behalf or through counsel; and a list of any legal authority you intend to present at the fairness hearing. 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 <b>on or before</b> _____.	Mail a copy of the objection to Class Counsel and Defense Counsel at the following addresses so that the correspondence is postmarked <b>on or before</b> _____.
<b>Court</b>	<b>Class Counsel</b>
<b>United States District Court for the Western District of Wisconsin 120 N. Henry St. Madison, WI 53703</b>	<b>James L. Davidson, Esq. Greenwald Davidson Radbil PLLC 7601 N. Federal Hwy., Suite A-230 Boca Raton, FL 33487</b>
	<b>Defendant’s Counsel</b>

	<p><b>Terry E. Johnson</b> <b>von Briesen &amp; Roper, s.c.</b> <b>411 East Wisconsin Avenue, Suite 1000</b> <b>Milwaukee, WI 53202</b></p>
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**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 \_\_\_\_\_ on \_\_\_\_\_ 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, the Court's Order Granting Preliminary Approval and Class Counsel's Motion for Attorney's Fees will be available on Class Counsel's website, [www.gdrlawfirm.com/Shoemaker](http://www.gdrlawfirm.com/Shoemaker).

**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.*