

IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

If one of the Great Seneca Companies obtained a judgment on a debt against you and you were subjected to Collection Activities on such judgment by Javitch Block, LLC acting on behalf of Palisades Acquisition, XVI, LLC or Palisades Collection, LLC, you may benefit from this class action settlement.

This case is entitled *Dawn Beutel-Zachery v. Javitch Block, LLC, et al.*, Case No. 22-cv-2261-JRS-MKK and it is pending in the United States District Court for the Southern District of Indiana, Indianapolis Division.

This is not a solicitation from a lawyer.

THIS IS A NOTICE OF A SETTLEMENT OF A CLASS ACTION LAWSUIT.
THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

EXCLUDE YOURSELF FROM THE SETTLEMENT BY MAY 17, 2025	You will receive no benefits, but you will retain your legal claims against the defendants.
OBJECT BY MAY 17, 2025	Write to the Court objecting to the settlement. You may also appear at the fairness hearing. Additionally, any other counsels retained by Class Members should enter appearances by JUNE 2, 2025 .
DO NOTHING	By doing nothing, you will remain in the Class and be bound by the terms of the settlement. If your class notice is not returned as undeliverable, and you do not opt out, you will receive a pro rata share of the Settlement Fund.
GO TO A HEARING ON JULY 11, 2025 at 2:00 p.m. (EST)	Ask to speak in Court about the fairness of the settlement

1. Why did I get this notice?

You are receiving this notice because you were identified as a person against whom one of the Great Seneca Companies obtained a judgment on a debt, who were subjected to Collection Activities on such judgment by Javitch Block, LLC acting on behalf of Palisades Acquisition, XVI, LLC or Palisades Collection, LLC, on or after October 20, 2021. You are receiving this notice to inform you that the parties entered into a Class Settlement Agreement to resolve this Litigation, which the Court preliminarily approved.

2. What is the lawsuit about?

Plaintiff Dawn Beutel-Zachery ("Plaintiff"), filed a class action complaint against Javitch Block, LLC, Palisades Collection, LLC and Palisades Acquisition, XVI, LLC. Plaintiff alleged putative class claims against Javitch Block, LLC ("Javitch") and asserted claims that Javitch violated the Fair Debt Collection Practices Act, ("FDCPA"), 15 U.S.C. §1692 et seq., Wrongful Legal Proceedings, and common law fraud. Javitch denies these allegations and denies that it violated the law. Plaintiff settled her claims against Palisades Collection, LLC and Palisades Acquisition, XVI, LLC separately on a class basis.

3. Why is this a class action?

In a class action, one or more people called class representatives (in this case, Plaintiff Dawn Beutel-Zachery) sue on behalf of a group or class of people who have similar claims.

4. Why is there a settlement?

To avoid the cost, risk, and delay of litigation, the parties reached an agreement to resolve this litigation.

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

For settlement purposes, the Court has certified a class that includes all people who meet the following definition:

(a) all natural persons (b) against whom one of the Great Seneca Companies obtained a judgment on a debt, (c) who were subjected to Collection Activities on such judgment; (d) by Javitch Block, LLC acting on behalf of Palisades Acquisition XVI, LLC or Palisades Collection, LLC (e) on or after October 20, 2021.

The Great Seneca Companies include: Centurion Capital Corp., Colonial Credit Corp., Great Seneca Financial Corp., Hawker Financial Corp., Monarch Capital Corp., Platinum Financial Services, Corp., and Sage Financial, Ltd.

Collection Activities means: (i) a written validation notice (required by 15 U.S.C. § 1692g) mailed to the consumer, or (ii) the consumer was called by Javitch regarding the debt; or (iii) the filing or service of an appearance of counsel, interrogatories, motion for proceedings supplemental, a garnishment, or motion to substitute.

According to Javitch's records, you are a class member and therefore eligible to recover a portion of the settlement as described below in the answer to Question 6.

YOUR BENEFITS UNDER THE SETTLEMENT

6. What can I get from the settlement?

If you do not opt out of the settlement and this class notice is not returned as undeliverable, you may recover an equal share of the \$40,000.00, which is the amount Javitch agreed to pay to Class Members to settle this case ("Cash Benefit"). If all 237 Class Members do not opt out and whose class notice is not returned as undeliverable, which based on Class Counsel's experience is highly unlikely, you would receive approximately \$168.00. If, for example, five percent of Class Members' notice is returned as undeliverable (about 12 people), you would receive approximately \$177.00. If, for example, ten percent of the Class Members' notice is returned as undeliverable (about 24 people), you would receive approximately \$187.00. Plaintiff's counsel believes that it is likely that between 5% and 10% of Class Members' notices will be returned as undeliverable. Plaintiff's counsel also believes that zero or 1% of the Class Members may opt out to the settlement. Therefore, Plaintiff's counsel anticipates each Class Member who does not opt out and whose notice is not returned as undeliverable may recover between approximately \$168 to \$187. No Class Member is eligible to receive more than one check for their share of the Settlement Fund. In addition to the Cash Benefit described above, Javitch also agrees to cease collecting on the Great Seneca Company judgments that are pending in any stage, whether pre-collection, collection, or post-judgment, in court or arbitration, against any Class Members ("Equitable Benefit").

7. When will I receive these benefits?

You will receive the Cash Benefit approximately 60 days after the Court enters a Final Approval Order. You will receive the Equitable Benefit approximately 90 days after the Court enters a Final Approval Order. This estimation is premised on the assumption that no objections are received.

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 to receive a Cash Benefit and Equitable Benefit. You cannot opt out of the settlement and receive benefits from the Settlement.

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

If you are a member of the class, you designate the class representative as your agent to make decisions on your behalf concerning the litigation, the method and manner of conducting the litigation, the entering of an agreement with plaintiff's counsel concerning attorney's fees and costs, and all other matters pertaining to this lawsuit. If you are a member of this class, you are giving the class representative and class counsel the authority to negotiate and accept a settlement of your claims in this matter, subject to objections and the Court's final approval. These decisions and agreements made and entered into by the representative plaintiff will be binding on you if you are a member of this class. If you desire, you may also retain a lawyer of your choice and have that lawyer enter an appearance in this case, at your own cost. For a complete statement of all the contentions, proceedings, and settlement terms in this case, you should consult the filings regarding this lawsuit, which are available for your inspection at the Clerk of the United States

District Court for the Southern District of Indiana, Indianapolis Division, Birch Bayh Federal Building & U.S. Courthouse, 46 East Ohio Street, Indianapolis, Indiana 46240. You may also contact the Clerk's office at (317) 229-3700.

10. How much will the Class Representative receive?

Plaintiff, Dawn Beutel-Zachery, will receive a payment, which shall consist of any alleged damages she suffered and an incentive award for bringing this case on behalf of the Class and for acting as the Class's representative. Plaintiff requests \$900.00. The Court must approve Plaintiff's requested relief.

CLASS COUNSEL'S VIEW OF THE SETTLEMENT

11. Is this a fair settlement?

The claims asserted on behalf of the Class against Javitch brought pursuant to the FDCPA, wrongful legal proceedings and fraud. 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 sustained as a result of the alleged violations; and (ii) statutory damages of between \$0 and \$1,000.00. In a class action, the maximum possible recovery is (i) any actual damages sustained as a result of the alleged violation by the class members and (ii) up to 1% of the Defendant's net worth.

Plaintiff's wrongful legal proceedings claim provides for actual damages, punitive damages and costs of suit. Plaintiff's fraud claim provides for compensatory damages, punitive damages and costs of suit. In a class action, the amount of actual and compensatory damages may vary. Punitive damages also vary in class action cases, and are less frequently awarded by a court. Costs of suit are certain costs incurred by Plaintiff's counsel to prosecute the claims on behalf of Plaintiff and the Class.

Based on this, and the facts of this case, Class Counsel believes that the settlement reached in this matter is a fair and reasonable settlement. The settlement allows for each Class Member who does not opt out to receive a pro rata share of \$40,000.00, plus equitable relief. The settlement also provides that Javitch agrees to cease collecting on the Great Seneca Company judgments that are pending in any stage, whether pre-collection, collection, or post-judgment, in court or arbitration, against any Class Members.

12. What are the Defendants' views of the settlement?

By settling this Litigation, Javitch is not admitting that it did anything wrong. Javitch expressly denies the claims and damages asserted by Plaintiff and deny all allegations of wrongdoing and liability.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive the benefits of the settlement, but you want to keep your legal claims against Javitch, then you must take steps to exclude yourself from this settlement.

13. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter which states:

"I hereby wish to exclude myself from the settlement in Zachery v. Javitch Block, LLC, et al., Case No. 22-cv-2261-JRS-MKK (S.D. Ind.)."

You must include your name, address, telephone number, email address (if available) and signature. You must mail your exclusion request so that it is postmarked **no later than May 17, 2025, to:**

Zachery v. Javitch Block, LLC
Class-Settlement.com
PO Box 9009
Hickville, NY 11801-9009

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

No, you will not receive anything resulting from this settlement. But, you may have the right to sue or be part of a different lawsuit against Javitch Block, LLC over the claims raised in the Litigation. Exclusion requests must be postmarked by **May 17, 2025**.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has named the law firms of Edelman, Combs, Lattuner & Goodwin, LLC and Hofer Hagan, LLP as Class Counsel. You will not be charged for these lawyers. However, they will receive a payment from Javitch in an amount to be determined by and approved by the Court. If you want to be represented by your own lawyer, particularly if you wish to object to the settlement, you may hire one at your own expense. If you choose to hire your own lawyer, he or she must file an appearance by **June 2, 2025**.

16. How will the lawyers be paid?

Class Counsel, Edelman, Combs, Lattuner & Goodwin, LLC and Hofer Hagan, LLP, will petition the Court for an approval of reasonable attorneys' fees and costs incurred with respect to Plaintiff's and the Class's claims. Plaintiff's counsel filed a Preliminary Notice of

Attorney's Fees in Support of Motion for Preliminary Approval of Class Settlement. (Dkt. No. 149) A copy of the filing is available on www.edcombs.com or at the Clerk's Office at United States District Court for the Southern District of Indiana, Indianapolis Division, Birch Bayh Federal Building & U.S. Courthouse, 46 East Ohio Street, Indianapolis, IN 46204. Pending the Court's approval, Javitch will pay class counsel that amount which the Court deems reasonable. Class counsel will request \$40,000.00 in attorneys' fees and costs. Javitch shall pay those fees and costs that the Court deems reasonable up to \$40,000.00.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you 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 send a letter stating that you object and the reasons why you think the Court should not approve the settlement. The objections must be filed by **May 17, 2025**. You must include the case name and number, which is *Zachery v. Javitch Block, LLC, et al.*, Case No. 22-cv-2261-JRS-MKK (S.D. Ind.). You must also include your name, address, telephone number, and email address (if applicable). You must include the factual and legal grounds for the objection and documents, if any, to support the objection. If you are objecting to the settlement, you may also appear at the fairness hearing.

You must mail your objection so that it is postmarked no later than **MAY 17, 2025** to:

- Clerk of the United States District Court for the Southern District of Indiana
Indianapolis Division
Birch Bayh Federal Building & U.S. Courthouse
46 East Ohio Street
Indianapolis, IN 46204

You must also send a copy of your objection to **these attorneys**:

- Daniel A. Edelman
Heather Kolbus
Edelman, Combs, Lattner
& Goodwin, LLC (38987)
20 S. Clark Street
Suite 1800
Chicago, IL 60603
- David M. Schultz
Hinshaw & Culbertson LLP
151 N. Franklin Street Suite 2500
Chicago, IL 60606
- Jennifer J. Kalas
Hinshaw & Culbertson LLP
322 Indianapolis Blvd. Suite 201
Schererville, IN 46375

THE FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve 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 Final Approval Hearing before the Honorable Magistrate Judge M. Kendra Klump on **July 11, 2025 at 2:00 p.m. (EST)** in **Courtroom 243** of the United States District Court for the Southern District of Indiana, Indianapolis Division, Birch Bayh Federal Building & U.S. Courthouse, 46 East Ohio Street, Indianapolis, IN 46204. 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 the Class Representative and Class Counsel. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement.

19. What happens if I do nothing in response to this notice?

You will receive a share of \$40,000.00 and the Equitable Relief. You cannot file a lawsuit against Javitch and the Released Parties for the Released Claims.

This notice has been authorized by the United States District Court for the Southern District of Indiana.
The Court has taken no position in this case regarding the merits of the claims or the proposed settlement.