

IN THE UNITED STATES DISTRICT COURT FOR  
THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

**If you were sued by LVNV Funding, LLC, Resurgent Capital Services, L.P., or Alegis Group, LLC, concerning an alleged debt originally owed to Chase, you could get money from a class action settlement.**

*The case of Tabiti v. LVNV Funding et. al., No. 13-cv-7198  
A federal court authorized this notice. This is not a solicitation from a lawyer.*

A settlement has been reached with LVNV Funding (“LVNV”), Resurgent Capital Services, L.P. (“Resurgent”), AND Alegis Group (“Alegis”) (Collectively, “Defendants”) in a class action lawsuit about the contents of an affidavit used by the Defendants in their collection lawsuits. This settlement offers a cash payment to those class members who remain in the settlement and do request to be excluded from it.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	You do not need to take any action to receive a portion of the settlement fund. By doing nothing, you will be bound by the terms of the settlement and any order the Court issues and you will be entitled to receive a settlement check from the settlement fund.
<b>EXCLUDE YOURSELF</b>	You will receive no benefits or payments from the Settlement, but you will keep your right to sue the Defendants.
<b>OBJECT</b>	Write to the Court about why you don’t like the settlement. You may also appear at the fairness hearing.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.

**These rights and options and the deadlines to exercise them are explained below.**

**The Court in charge of this case still has to decide whether to grant final approval of the settlement. If it does, and after any appeals are resolved, benefits will be promptly provided to those who do not request to be excluded.**

**BASIC INFORMATION**

**1. What is this lawsuit about?**

This lawsuit claims that the Defendants violated the Fair Debt Collection Practices Act (“the Law”) by making false statements about their legal ability to collect interest in affidavits used in lawsuits to collect on debts obtained from Chase Bank. Court granted Plaintiffs’ motion for summary judgment in part. Defendants deny liability and have the right to appeal from the Court’s ruling.

You received this notice because you have been identified as a class member in this case and have a right to know about a proposed settlement in the class action brought against Defendants.

## 2. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Abayomi Tabiti) sue on behalf of a group (or “Class”) of people (“Class Members”) who have similar claims. The Court ruled that this case should be treated as a class action.

## 3. Why is there a settlement?

To avoid the cost, risk, and delay of litigation, the parties reached a settlement agreement as to Plaintiff’s and the Classes’ claims in the Litigation.

## 4. How do I know if I am included in settlement?

**If you received this notice in the mail, the Defendants’ records indicate that you are a Class member.** The settlement includes anyone who lives in Illinois whom defendants provided an affidavit concerning an alleged debt purportedly obtained from Chase where the definition of “Unpaid Balance” in the Chase purchase agreement includes the statement “excluding post charge-off interest” where such affidavit was provided on or after October 8, 2012, and on or before October 28, 2013. According to Defendants’ records, you are a class member.

## **YOUR BENEFITS UNDER THE SETTLEMENT**

## 5. What can I get from the settlement?

If you remain in the settlement and do not request to be excluded from it, you will be entitled to a *pro rata* share of the Class Recovery. The total Class Recovery is \$80,000 and there are approximately 117 people in the class who can receive a portion of it. If all 117 class members remain in the class, you will be entitled to a check in the amount of approximately \$683.76.

## 6. When will I receive these benefits?

You will receive these benefits within 45 days after the settlement has been finally approved and the time to appeal that approval to a higher court has expired or the appeal has been decided.

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

Nothing. If you do not exclude yourself, you will remain in the class and you will be entitled to a pro rata share of the Class Recovery.

## 8. What am I giving up to receive these benefits?

By staying in the class, all of the Court’s orders will apply to you, and you give the Defendants a “release.” A release means you can’t sue or be part of any other lawsuit against the Defendants about the claims, issues or allegations in this lawsuit ever again.

9. How much will the Class Representative receive?

Plaintiff Abayomi Tabiti will request that the Court approve a payment of \$6,500.00 for his damages and for his service as Class Representative. This payment is subject to the Court's Approval and is not paid from the Class Recovery and will not impact the amount that class members receive.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don't want to receive the benefits of the settlement, but you want to keep your right to sue the Defendants on your own over the claims in this case, then you must take steps to get out. This is called excluding yourself.

10. How do I get out of the settlement?

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

I hereby wish to exclude myself from *Tabiti v. LVNV Funding et. al.*, No. 13-cv-7198 (N.D. Ill.)

Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request so that it is postmarked **no later than February 25, 2020**, and send it to:

First Class, Inc./ J14257-Tabiti  
5410 W Roosevelt Rd Ste 222  
Chicago, IL 60644-1490

11. If I exclude myself, can I still receive benefits from this settlement?

No, you will not receive anything resulting from the settlement, but you will have the right to sue Defendants over the claims raised in the Litigation, either on your own or as a part of 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**

12. Do I have a lawyer in this case?

The Court has named the law firm of Edelman, Combs, Lattuner & Goodwin, LLC as Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense. If you choose to hire your own lawyer, he or she must file an appearance by April 8, 2020.

13. How will the lawyers be paid?

Edelman Combs Lattuner & Goodwin, LLC will request that the Court approve a payment of attorney's fees and costs in the amount of \$114,250.00. Any payment of attorney's fees and costs ordered by the court will be separate from the \$80,000 Class Recovery and will not reduce the amount that Class Members receive.

14. Is this a fair settlement?

Class Counsel believes that this settlement is fair. The claims asserted on behalf of the class against Defendants are under the Fair Debt Collection Practices Act. ("FDCPA") 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 suffered; and (ii) statutory damages of between \$0 and \$1,000. In a class action, the maximum possible recovery is (i) any actual damages suffered by the class members and (ii) the lesser of 1% of the Defendants' net worth or \$500,000. The Court, in its discretion, may award anything up to the maximum amount to a prevailing party. In either an individual or class action, the person bringing the suit can also recover attorneys' fees and the expenses of prosecuting the suit, if it is successful. Based upon the information provided to Class Counsel, the anticipated payment of approximately \$650.40 to each class member and the nature of the claims alleged, Class Counsel believes this is a fair and reasonable settlement.

15. What is the Defendants' view of this settlement?

As stated above, Defendants expressly deny the claims asserted in the lawsuit and deny all allegations of wrongdoing and liability.

### **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the settlement or some part of it.

16. How do I tell the Court that I don't like the Settlement?

If you're a Class Member, you can object to the settlement. In order to object to the settlement or any part of the settlement, you must mail a letter (or legal brief) stating that you object and say why you think the Court should not approve the settlement. You must include the name and number of the case (*Tabiti v. LVNV Funding et. al.*, No. 13-cv-7198), your name, address, telephone number and your signature. If you are objecting to the settlement, you may also appear at the fairness hearing (explained below in answer to question no. 17).

You must mail your objection so that it is postmarked no later than February 25, 2020 to:

Clerk of the Court  
*Tabiti v. LVNV Funding et. al.*, No. 13-cv-7198  
United States District Court for the Northern District of Illinois  
219 S. Dearborn Street, Chicago, IL 60604

## 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.

### 17. Where and when is the fairness hearing?

The Court will hold a fairness hearing on April 8, 2020 at 9:30 a.m. in the courtroom of Judge Joan B. Gottschall in Room 2325 of the Dirksen Federal Building, 219 S. Dearborn St., Chicago, IL 60604. At the hearing the Court will determine whether the proposed settlement is fair, reasonable and adequate and in the best interests of the class and decide the appropriate amount of fees and costs for the Class Counsel. The Court will also 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 come to the fairness hearing.

**YOU ARE NOT REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THIS SETTLEMENT.** The hearing may be postponed to a later date without notice.

### 19. What if I have a new address?

If this Notice was forwarded to you, or if it was otherwise sent to you at an address that is not current, you should immediately send a letter to:

First Class, Inc./ J14257-Tabiti  
5410 W Roosevelt Rd Ste 222  
Chicago, IL 60644-1490

### GETTING MORE INFORMATION – CONTACT:

**EDELMAN, COMBS, LATTURNER & GOODWIN, LLC (#28956)**  
**20 S. CLARK ST., SUITE 1500**  
**CHICAGO, IL 60603**  
**PHONE: (312) 739-4200**  
**EMAIL: INFO@EDCOMBS.COM**  
**WEB: WWW.EDCOMBS.COM**