

Mary Tripp v. Berman & Rabin, P.A. and Velocity Investments, LLC
United States District Court for the District of Kansas,
Case No. 14-cv-2646-DDC-GEB

If you received a collection letter from Berman & Rabin, P.A. between October 31, 2013 and October 31, 2014, you may be entitled to benefits under a class action settlement.

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

- Plaintiff sued debt collectors Berman & Rabin P.A. and Velocity Investments, LLC for sending her a form collection letter that allegedly violates the Fair Debt Collection Practices Act, 15 U.S.C. §1692, et seq. (“FDCPA”) by allegedly failing to clearly state the amount owed because they stated that the amount of the person’s alleged debt included “attorney fees (where applicable), the exact amount to be determined by agreement between you and us or by a court....” Defendants deny Plaintiff’s allegations and deny any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses. By entering into the settlement, Defendants have not conceded the truth or validity of any of the claims against them.
- The FDCPA permits a successful plaintiff to recover up to \$1,000 in statutory damages from a defendant, and it permits a class to recover up to 1% of the defendant’s net worth in statutory damages from a defendant (subject to a \$500,000 limit). Defendants claim that 1% of their net worth is collectively less than \$1,000. Nevertheless, Defendants shall pay a total of \$6,500 to fully settle and release claims of the class of persons to whom they mailed the form collection letter at issue, or possibly more than six times the maximum provided by the FDCPA. Defendants also shall each pay Plaintiff the \$1,000 maximum statutory damages provided by the FDCPA, plus attorneys’ fees and costs in an amount to be determined later, either by the parties subject to the Court’s approval, or by the Court. Defendants also agree to pay all costs of administering this settlement.
- The \$6,500 shall be divided among all Settlement Class members who submit a valid and timely claim request form to receive payment (“Claim Request”). Class Counsel estimate that Settlement Class members who timely submit a valid Claim Request will receive around \$105 each.
- Your rights and options, and the deadlines to exercise them, are explained in this Notice. Your legal rights are affected whether you act or don’t act. Read this Notice carefully.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM REQUEST	If you submit a valid Claim Request by October 21, 2016, you will receive a payment and will give up your rights to sue Berman & Rabin, PA, Velocity Investments, LLC, and/or any other released parties on a released claim. Claim Request forms may be submitted by mail to First Class, Inc./J13248-Tripp, 5410 W. Roosevelt Rd., Suite 222, Chicago, IL 60644-1490, or online through http://www.keoghlaw.com/class-notices-and-news/
EXCLUDE YOURSELF OR "OPT-OUT" OF THE SETTLEMENT	If you ask to be excluded, you will not receive a payment. This is the only option that allows you to pursue your own claims against Berman & Rabin, PA, Velocity Investments, LLC, and/or other released parties in the future. The deadline for excluding yourself is October 21, 2016.
OBJECT TO THE SETTLEMENT	Write to the Court about why you believe the settlement is unfair in any respect. The deadline for this is October 21, 2016. To obtain a benefit from this settlement, you must still submit a Claim Request. If you only submit an objection, you will not receive any benefit from the settlement and you will give up your right to sue Berman & Rabin, PA, Velocity Investments, LLC, and/or any other released parties on a released claim.
DO NOTHING	If you do nothing, you will not receive any monetary award and you will give up your rights to sue Berman & Rabin, PA, Velocity Investments, LLC, and/or any other released parties on a released claim.
GO TO THE FINAL APPROVAL HEARING	Ask to speak in Court about the fairness of the settlement if you object to the settlement. To speak at the Final Approval Hearing, you must file a document including your name, address, telephone number and your signature with the Court stating your intention to appear, by no later than October 21, 2016.

BASIC INFORMATION

1. What is the purpose of this Notice?

The purpose of this Notice is to inform you that a proposed Settlement has been reached in the class action lawsuit entitled *Tripp v. Berman & Rabin PA and Velocity Investments, LLC*, Case No. 2:14-cv-2646-DDC (D. Kan.). Because your rights will be affected by this settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the settlement and your rights under it.

2. What does it mean if I received an email or postcard about this settlement?

If you received an email or postcard describing this settlement, that is because Defendants' records indicate that you may be a member of the Settlement Class in this lawsuit. You are a member of the Settlement Class if you received a collection letter from Defendant Berman & Rabin, P.A, at any time between October 31, 2013 and October 31, 2014, that states that the amount allegedly owed includes "attorney fees (where applicable), the exact amount to be determined by agreement between you and us or by a court..."

3. What is this class action lawsuit about?

In a class action, one or more people called Class Representatives (in this case, Mary Tripp), sue on behalf of a group (or a "Class") of people who have similar claims. The Class Representative who sued is called the Plaintiff. The companies they sued (in this case Berman and Velocity) are called the Defendants. One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

Here, Plaintiff claims that Defendants violated FDCPA by mailing a form debt collection letter that allegedly failed to clearly state the amount owed because the form of the letter states that attorneys' fees may or may not be owed, without stating whether they are in fact owed or not, and without stating the amount owed (if any). Defendants deny these allegations and deny any wrongdoing. On September 29, 2015, the Court certified this case as a class action. The Honorable Daniel D. Crabtree is the judge in charge of the lawsuit.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to this settlement. That way, they avoid the risk and cost of a trial, and the Settlement Class members will receive compensation. Plaintiff and Class Counsel think the settlement is best for all persons in the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

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

The Court has certified this case as a class action. The Settlement Class includes the following two groups of people:

Group A: All persons who, during the period from October 31, 2013 to October 31, 2014, lived in the state of Kansas and received a letter from Berman & Rabin, P.A. containing the following language:

Re: Your indebtedness to: [*Creditor Name*]
Balance: [\$X,XXX], [\$X,XXX] accrued interest and/or late charges,
attorney fees (where applicable), the exact amount to be determined by

agreement between you and us or by a court, [XX%] interest per annum from [Date].

Group B: All persons who, during the period from October 31, 2013 to October 31, 2014, lived in the state of Kansas and received a letter from Berman & Rabin, P.A., on behalf of Velocity Investments, LLC, containing the following language:

Re: Your indebtedness to: Velocity Investments, LLC
Balance: [\$X,XXX], [\$X,XXX] accrued interest and/or late charges, attorney fees (where applicable), the exact amount to be determined by agreement between you and us or by a court, [XX%] interest per annum from [Date].

Note, the bracketed Xs in the above descriptions would be actual numbers in the letter you received. The above descriptions use Xs because the numbers in each letter actually received will vary, depending on the specific facts that apply to each recipient.

A Settlement Class Member is any person in the Settlement Class who is not validly excluded from the Settlement Class. If you are still not sure whether you are included, you can may write to the claims administrator at First Class, Inc./J13248-Tripp, 5410 W. Roosevelt Rd., Suite 222, Chicago, IL 60644-1490, or you may call Class Counsel at 866.726.1092, for more information.

THE LAWYERS REPRESENTING YOU

6. Do I have lawyers in this case?

The Court has appointed A.J. Stecklein and Michael Rapp of Consumer Legal Clinic, LLC, and Keith Keogh and Michael S. Hilicki of Keogh Law, Ltd., as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by these lawyers.

7. How will Class Counsel be paid?

Class Counsel's attorneys' fees and costs will be paid by Defendants, either in an amount agreed by the parties subject to the Court's approval, or in an amount to be determined by the Court. The amount paid for attorneys' fees and costs does not reduce or otherwise affect what the Settlement Class Members recover.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the settlement provide?

Settlement Fund. Defendants will pay: (1) a total of \$6,500 to cover cash payments to Settlement Class Members who submit timely and valid Claim Requests; (2) a total of \$1,000 per Defendant to Plaintiff for her claims and her service to the Settlement Class as the class representative; (3) all costs of administering this Settlement, including the cost of sending notice, and (4) Class Counsel's attorneys' fees and costs in an amount to be agreed by the parties subject to the Court's approval, or in an amount to be determined by the Court.

Cash Payments. All Settlement Class Members are eligible to submit a Claim Request and receive a cash payment. To submit a Claim Request, follow the procedures described under Question 11 below.

No Funds Will Return to Defendants. All money Defendants pay to satisfy the Settlement Class Members' claims will be divided and paid pro rata to the Settlement Class Members who submit valid and timely Claim Requests. Any unclaimed funds shall be paid to a charity, Kansas Legal Services, as a cy pres award on behalf of the Class. No portion of the money paid to satisfy the Settlement Class Members claims will return to Defendants.

9. How much will my payment be?

Your share of the Settlement Fund will depend on the number of valid Claim Requests that Settlement Class Members submit. Class Counsel estimate that the amount of the cash award (while dependent upon the number of claims) may be around \$105. **This is an estimate only. The final cash payment amount will depend on the total number of valid and timely claims submitted by Settlement Class Members.**

10. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the settlement, you will be part of the Settlement Class and will be bound by the release of claims in the settlement. This means that if the settlement is approved, you cannot rely on any released claim to sue or continue to sue, on your own or as part of any other lawsuit, Defendants and/or any other released parties, as explained in the settlement agreement. It also means that all of the Court's orders will apply to you and legally bind you. Unless you exclude yourself from the settlement, you will agree to release Defendants and any other released parties, as defined in the settlement agreement, from any and all claims that arise from mailing a collection demand letter which failed to state the total amount of the alleged debt.

In summary, the Release includes, without limitation, all claims that arise, could arise, were asserted or could have been asserted based on the form collection letter sent by Defendants, including, but not limited to, claims under FDCPA or any other statute or the common law, for any form of relief.

If you have any questions about the Release or what it means, you can speak to Class Counsel, listed under Question 6, for free, or you can, at your own expense, talk to your own lawyer. The Release does not apply to persons in the Settlement Class who timely exclude themselves.

HOW TO OBTAIN A PAYMENT

11. How can I get a payment?

To receive a payment, you must submit a Claim Request by the deadline stated below. You may electronically submit a Claim Request on the Settlement Website, <http://www.keoghlaw.com/class-notices-and-news/>, or you may fill out and return in the Claim Request form attached to the notice you received in the mail. You can obtain a substitute claim form by printing it from the Settlement Website or calling the following Toll-Free number, 866-

726-1092. **Read the instructions carefully, fill out the form completely and accurately, sign it and submit it.** To be valid, the Claim Request must be completed fully and accurately, signed and submitted timely. A Claim Request may be submitted by mail to the claims administrator at: First Class, Inc./J13248-Tripp, 5410 W. Roosevelt Rd., Suite 222, Chicago, IL 60644-1490, or electronically via the Settlement Website.

If you are submitting your claim via the Settlement Website, it must be submitted no later than October 21, 2016. If you are mailing your Claim Request to the claims administrator, it must be postmarked by that date.

WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

12. When would I receive a settlement payment?

The Court will hold a hearing on December 15, 2016, to decide whether to approve the settlement. If the Court approves the settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a Claim Request will be informed of the progress of the settlement through information posted on the Settlement Website at <http://www.keoghlaw.com/class-notices-and-news/>. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the settlement?

If you want to keep the right to sue or continue to sue Defendants or a released party, as defined in the settlement agreement, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting-out of, the Settlement Class.

To exclude yourself from the settlement, you must send an exclusion request to the claims administrator. To be valid, an exclusion request must: (i) be signed by the person in the Settlement Class who is requesting exclusion; (ii) include the full name, address, and phone number(s) of the person in the Settlement Class requesting exclusion; and (iii) include the following statement: "I, the undersigned individual, hereby request to be excluded from the settlement in Tripp v. Berman and Velocity, and I understand that I will not be entitled to receive any payment from the Settlement." No request for exclusion will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class.

To be valid, you must mail your exclusion request postmarked no later than October 21, 2016 to the claims administrator at First Class, Inc./J13248-Tripp, 5410 W. Roosevelt Rd., Suite 222, Chicago, IL 60644-1490.

14. If I do not exclude myself, can I sue Defendants for the same thing later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Defendants or any released parties for the claims that this settlement resolves.

15. If I exclude myself, can I get a benefit from this settlement?

No. If you ask to be excluded, you will not be able to submit a Claim Request for a settlement payment and you cannot object to the settlement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not think the settlement is fair?

If you are in the Settlement Class, you can object to the settlement or any part of the settlement that you think the Court should reject, and the Court will consider your views. If you do not provide a written objection in the manner described below, you shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the settlement or the award of any attorneys' fees and expenses and/or service award.

To object, you must make your objection in writing, stating that you object to the settlement in *Tripp v. Berman & Rabin P.A. and Velocity Investments, LLC*, Case No. 2:14-cv-2646-DDC (D. Kan.). To be considered by the Court, the written objection must: (i) attach documents establishing, or provide information sufficient to allow the parties to confirm that the objector is a Settlement Class Member; (ii) include a statement of the specific objections; and (iii) state the grounds for objection, as well as identify any documents which the objector desires the Court to consider.

To be considered, you must file your objections with the Court and mail your objections to the addresses below no later than October 21, 2016.

For Plaintiff:

Michael S. Hilicki, Esq.
Keogh Law, Ltd.
55 West Monroe St., Ste. 3390
Chicago, IL 60603

For Defendants:

David Larson
Martin, Pringle, Oliver, Wallace & Bauer, LLP
4435 Main Street, Suite 920, Kansas City, MO
64111

Even if you timely and properly object, to obtain a benefit from this settlement, you must submit a Claim Request. If you object but fail to submit a Claim Request, you will not receive any monetary award.

17. What is the difference between objecting and excluding yourself?

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself means that you do not want to be part

of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will not receive any monetary award and you will give up your rights to sue Defendants and/or any other released parties on a released claim. For information relating to what rights you are giving up, see Question 10.

THE FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at 9:00 a.m. on December 15, 2016 at the United States District Court for the District of Kansas, U.S. District Court, Frank Carlson Federal Building, 444 S.E. Quincy, Courtroom 401, Topeka, Kansas 66683. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 16 above, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiffs.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates.

20. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 16 above. To speak at the Final Approval Hearing, you must also file a document with the Court stating your intention to appear. For this document to be considered, it must include your name, address, telephone number and your signature. The document must be filed with the Court no later than October 21, 2016. You cannot speak at the hearing if you exclude yourself from the settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This notice is only a summary of the proposed settlement. You can get a copy of the settlement agreement by visiting the Settlement Website, <http://www.keoghlaw.com/class-notices-and-news/>, or you can call Class Counsel with any questions at 866.726.1092.

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, DEFENDANTS OR DEFENDANTS'S COUNSEL ABOUT THE SETTLEMENT. ALSO, TELEPHONE REPRESENTATIVES WHO ANSWER CALLS MADE TO THE TOLL-FREE NUMBER ARE NOT AUTHORIZED TO CHANGE THE TERMS OF THE SETTLEMENT OR THIS NOTICE.