

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

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VERA KERN, individually and  
on behalf of a class of similarly situated persons,

09 C 2202

Plaintiffs,

v.

Judge Andersen

LVNV FUNDING, LLC,

Defendant.

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**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

**TO: All natural persons with either an Illinois, Indiana or Wisconsin address where LVNV Funding, LLC filed suit with the state court complaint and its attached exhibits stating that OSI/Gulf State and Compucredit Acquisition Funding or any variation thereof, e.g. "Compucredit Acquisitions Fundi" as the original creditor during a period beginning April 9, 2008 and ending April 29, 2009.**

PLEASE READ THIS NOTICE CAREFULLY.

**THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU.**

YOU NEED NOT DO ANYTHING TO RECEIVE THE BENEFIT OF THIS CLASS SETTLEMENT

WHAT THIS LAWSUIT IS ABOUT:

Plaintiff, Vera Kern ("Plaintiff") individually and on behalf of a class, brought this action in the United States District Court for the Northern District of Illinois, Eastern Division entitled *Vera Kern., individually and on behalf of a class of similarly situated persons v. LVNV Funding, LLC*, Case No. 09 C 2202. In the Complaint, Plaintiff asserted class claims pursuant to 15 U.S.C. §§ 1692e and e(10) the Fair Debt Collection Practices Act ("FDCPA") alleging that false and misleading statements were made in connection with LVNV Funding, LLC's ("Defendant") filing of state court lawsuits against consumers in that Defendant identifies the same original creditor as "Compucredit Acquisitions Fundi", "OSI/Gulf State Credit-original creditor" and "OSI/Gulf State Credit-original creditor\ COMPUCREDIT ACQUISITION FUNDING". Plaintiff also asserted an individual claim alleging that Defendant failed to provide her validation of the debt before it sued her on an account that she claimed was not hers.

The Court granted preliminary approval of the settlement, subject to a fairness hearing which will take place on \_\_\_\_\_, 2009, at \_\_\_\_\_ a.m./p.m., before Judge Andersen in the United States District Court for the Northern District of Illinois, Eastern Division, Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, Illinois 60604, Courtroom 1403.

**NO ADMISSION OF LIABILITY:** By settling this lawsuit, the Defendant is not admitting, and expressly denies, that it has violated the FDCPA, or otherwise has done anything wrong.

**THE PROPOSED SETTLEMENT:** Plaintiff and Defendant have agreed to the settlement described below. If you do not wish to be part of the settlement, you must opt-out. If the settlement is finally approved, you do not opt out and you return the claim form at the end of this notice, you will receive the benefits described below:

**Relief to Plaintiff:** Defendant shall pay Plaintiff \$1,000 in settlement of her individual claims for statutory and actual damages. Defendant agrees to close the account it sued Plaintiff upon and agrees to refrain from selling it and to effectuate a request for the deletion of LVNV's tradelines to the applicable consumer reporting agencies, if any and if not already completed.

**Class Recovery:** Defendant shall provide each class member, who as of \_\_\_\_\_, 2009, owed a balance on Account owned by Defendant where a lawsuit was filed by or on behalf of Defendant as set forth above, shall be provided a \$550.00 credit of their account balance. The estimated value of these credits is \$43,450.00.

In the event that Defendant's records indicate that a class member has paid off their account in full after \_\_\_\_\_, 2009 but before \_\_\_\_\_, 2009, any such class member will be sent a check for \$250.00.

**Attorney's Fees & Costs.** Defendant shall pay Plaintiff's costs, expenses and reasonable attorney fees. Subject to the court's approval, Defendant will pay Plaintiff's counsel \$10,862.50 in attorney's fees and costs which represents 25% of the amount recovered by the class. This amount is in addition to the amounts to be paid to Plaintiff and credited to the Class. Administrative Costs. Defendant will pay all costs associated with the notice and administration of the Agreement.

**Release.** Unless you exclude yourself from the settlement, you will be part of the Class. By staying in the Class, all of the Court's orders will apply to you, and you will give Defendant a "release." A release means you can't sue or be part of any other lawsuit against Defendants, about the claims or issues in this lawsuit ever again.

**CLASS COUNSEL'S OPINION OF THE VALUE OF THE SETTLEMENT:** The FDCPA provides that in a class action, if a violation is proven, the most money the Court can award to the Class is: (1) each Class Member's "actual damages," if proven, (2) money damages set by law (called "statutory damages"), not exceeding \$500,000 or 1% of the defendant's net worth, whichever is less, and (3) attorney's fees. In an individual case, if a violation is proven, the FDCPA provides for (1) actual damages, if proven (2) statutory damages not exceeding \$1,000, and (3) attorney's fees. As such, if you excluded yourself from the Class, filed your own lawsuit, and successfully proved Defendant's liability under the FDCPA, you could receive (a) between \$0 and \$1,000 in statutory damages; (b) any actual damages, if you can prove you actually suffered them, and (c) attorney's fees. Plaintiff has brought this matter as a class action. Plaintiff has not alleged any actual damages on behalf of the class members. The Class Recovery of \$43,450 in credits which is \$550 per class member, is equivalent to 55% of the statutory maximum dollar award an individual could recover on their own.

Plaintiff and her attorneys have examined the risks of pursuing the claims of Plaintiff and the class members to judgment and have concluded that as no greater award could be obtained, this settlement is fair, reasonable, and prudent.

#### CORRECT PERSON

If this notice was forwarded by the Postal Service or First Class, Inc., or if it was otherwise sent to you at an address which is not current, you should immediately send a letter to Attn: John Shinovich, P.O. Box 10250, Greenville, SC 29601, including your name and current addresses plus the case name (Kern v. LVNV Funding, LLC), and case number (Case No. 1:09-cv-01290). If any of the persons to whom this notice is sent have died or are divorced or for other reasons have resulted in changes concerning the underlying debt, you should send a letter to the same address explaining who is responsible for payments on the debt and include any supporting documentation (such as a divorce decree) with the letter.

#### FAIRNESS HEARING

A hearing will be held on the fairness of the proposed settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement, including the amount of the award to Plaintiff's counsel of costs and attorney's fees. The hearing will take place on \_\_\_\_\_, 2009, at a.m./p.m., before Judge Andersen in Room 1403 in the United States District Court for the Northern District of Illinois, Eastern Division, Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, Illinois 60604.

YOU ARE NOT OBLIGATED TO ATTEND THIS HEARING UNLESS YOU PLAN TO OBJECT TO THE SETTLEMENT

YOUR OPTIONS:

1. If you wish to receive a benefit under the settlement, you need not to do anything. If you wish to participate in the settlement on your own or through your own attorney, an appearance must be filed with the Court by \_\_\_\_\_, 2009. If you participate through your own attorney, it will be at your expense. Any party who otherwise does not exclude himself or herself from the settlement, as described below, will be bound by the settlement agreement and release of claims against the Defendant, as approved by the Court.

2. You have the right to exclude yourself from both the class action and the settlement by filing a written request for exclusion with the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, IL, 60604. The request for exclusion must be received by the Clerk of the Court on or before \_\_\_\_\_, 2009, and must refer to your name, address, and the name and number of the case. You must also serve copies of the request for exclusion on the attorneys for the Plaintiff and for the Defendant listed below by the same date.

Curtis C. Warner  
Warner Law Firm, LLC  
Millennium Park Plaza  
155 N. Michigan Ave. Ste. 737  
Chicago, IL 60601  
(Counsel for Plaintiff & the Class)

Michael S. Poncin  
Moss & Barnett PA  
4800 Wells Fargo Center  
90 South Seventh Street  
Minneapolis, MN 55402  
(Counsel for Defendant)

3. If you object to the settlement, and wish to submit an objection rather than simply exclude yourself from the class action, you must submit your objection in writing to the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, IL, 60604. The objection must be received by the Clerk of the Court on or before \_\_\_\_\_, 2009, and must refer to the name and number of the case. You must also serve copies of your objection on each of the attorneys for the Plaintiff and for the Defendants listed above by the same date. Any objection must include your name and address, the name and number of the case, and a statement of the reasons why you believe that the Court should find that the proposed settlement is not in the best interests of the class. If you do file an objection and wish it to be considered, you must also appear at the hearing before Judge Andersen on \_\_\_\_\_, 2009 at \_\_\_\_\_ a.m./p.m.

**YOU ARE NOT REQUIRED TO ATTEND THIS HEARING UNLESS YOU PLAN TO OBJECT TO THE SETTLEMENT.** Please note that it is not sufficient to simply state that you object. You must state reasons why the settlement should not be approved.

**IMPORTANT: THE COURT REQUIRES THAT ANY REQUESTS FOR EXCLUSION OR OBJECTIONS BE RECEIVED BY THE CLERK BY \_\_\_\_\_, 2009. IF YOU MAIL A REQUEST FOR EXCLUSION OR OBJECTION, YOU BEAR THE RISK OF THE REQUEST FOR EXCLUSION OR OBJECTION NOT BEING RECEIVED BY THE CLERK BY THE DEADLINE.**

If you choose to exclude yourself from the class action and settlement, you will not receive a benefit under the settlement agreement. Otherwise, you will be bound by the settlement agreement and release. If the settlement is not approved, the case will proceed as if no settlement had been attempted. There can be no assurance that if the settlement is not approved, the class will recover more than is provided in the settlement, or indeed, anything.

This description of the case is general and does not cover all of the issues and proceedings, thus far. In order to see the complete file, including a copy of the settlement agreement, you should visit the office of the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, IL, 60604. The Clerk will make the files relating to this lawsuit available to you for inspection and copying at your own expense.

#### **INQUIRIES**

Any questions you or your attorney may have concerning this notice should be directed to:

**WARNER LAW FIRM, LLC**  
Curtis C. Warner

Millennium Park Plaza  
155 N. Michigan Ave. Ste. 737  
Chicago, Illinois 60601  
(312) 231-9820 (TEL)  
cwarner@warnerlawllc.com  
www.warnerlawllc.com

Please include the case name and number, your name and your current return address on any letters, not just the envelopes.

**DO NOT CONTACT THE COURT REGARDING THIS NOTICE**

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