

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

LAURA E. KEELING,	)	
	)	
PLAINTIFF,	)	
	)	
v.	)	Case No. 22-cv-4948
	)	
	)	
COLLECTION PROFESSIONALS, INC.,	)	<u>Judge Franklin U. Valderrama</u>
ROBERT B. STEELE, and APLINGTON,	)	
KAUFMAN, McCLINTOCK, STEELE	)	Magistrate Jeannice W. Appenteng
& BARRY, LTD.,	)	
	)	
DEFENDANTS.	)	

JOINT MOTION FOR PRELIMINARY APPROVAL

Plaintiff, Laura Keeling (“Keeling” or “Plaintiff”), individually, and as a representative of the class of persons defined below in Paragraph 4(a) (“Class”), and Defendants Collection Professionals, Inc., Robert B. Steele (“Steele”) and Aplington, Kaufman, McClintock, Steele & Barry, Ltd. (“Aplington”), request that this Court enter an order which (i) preliminarily approves the Class Settlement Agreement (“Agreement”) attached as Appendix A; (ii) sets dates for Class Members to opt out or object, (iii) schedules a hearing for final approval of the Agreement; (iv) approves the mailing of notice to the Class in the form of Exhibit 1 to Appendix A, and (v) finds that the mailing of such notice satisfies due process. A copy of the proposed Preliminary Approval Order is attached as Exhibit 2 to Appendix A. The parties further state as follows:

1. Plaintiff, individually and on behalf of a class, filed this lawsuit alleging that Defendants violated the Fair Debt Collection Practices Act, (“FDCPA”), 15 U.S.C. §1692 et. seq. when they allegedly failed to provide a Notice of Debt to the Plaintiff and the Class within 5 days of the initial communication with a consumer as required by 15 U.S.C. §1692(g) (the “Litigation”).

Defendants deny all liability to Plaintiff and the Class and desire to settle the claims brought solely to avoid the expense, burden, and uncertainty of further litigation, and to put to rest all claims that have been asserted by the Class against Defendants in the Litigation.

2. The Parties agree that this Agreement and this settlement cannot be used in any other matter or manner, including without limitation in litigation or other proceedings, as an admission of wrongdoing.

3. The parties exchanged written discovery which included interrogatories and document production requests, completed confirmatory additional discovery to determine the potential number of Class Members, and at the Court's direction, exchanged several letters in an effort to reach a resolution. After arms-length negotiations during settlement conferences that occurred on September 16, 2025 and September 22, 2025 before Judge Jeannice W. Appenteng, the parties reached a settlement to resolve all claims related to the operative Complaint at issue or which could have been asserted by Plaintiff and the Class against Defendants in the Litigation.

4. For those reasons, and based on counsels' analysis of the legal and factual issues presented in this action, the risks and expense involved in pursuing the Litigation to conclusion, the likelihood of recovering damages in excess of those obtained through the settlement, the protracted nature of the Litigation, and the likelihood, costs and possible outcomes of one or more procedural and substantive issues, the parties have entered into the Agreement to settle all of the claims, including those of the Class alleged in the Litigation.

5. The parties desire to settle and compromise the Litigation on the terms and conditions embodied in Appendix A, and have agreed to request certification of the following Class for settlement purposes only:

The Class consists of (a) all persons in Bureau County, Illinois, (b) against which a lawsuit was filed by Steele and/or Aplington, on behalf of CP (c) where Steele and/or Aplington engaged in an initial communication in connection with the collection of a debt with a person (or their attorney) who was a defendant in an action filed on behalf of CP, with respect to the obligation being sought in said action (d) during the time period that begins on September 13, 2021 and ends on September 13, 2022.

Excluded from the Class are (1) unknown trustees (2) unknown heirs of deceased individuals, and (3) corporate entities including corporations, limited liability corporations, limited partnerships and associations.

Defendants have identified approximately 215 potential people in the Class, including the named Plaintiff.

6. As negotiated by the parties and subject to Court approval, the settlement terms are as follows:

- a. At least 7 business days prior to the entry of the Final Order, Counsel for Plaintiff and the Class shall deliver a W-9 form for Plaintiff Laura Keeling and The Law Office of Mario. K. Kasalo, Ltd., to counsel for Defendants.
- b. Plaintiff's Relief: Defendants shall pay \$5,000.00 to Plaintiff as damages for her claims, and \$5,000.00 as an incentive award for bringing the claims on behalf of the Class. Defendants shall also cancel the underlying debt sought in the case of *Collection Professionals vs. Laura Keeling*, Case No. 2022SC21 filed in The Circuit Court of the 13th Judicial Circuit, Bureau County, Illinois, and dismiss the case with prejudice.

- c. Class Fund: Defendants shall create a Class Fund of \$26,875.00, which shall be distributed pro rata among Class Members who do not exclude themselves. (“Participating Class Members”).
- d. Participating Class Members will receive a pro rata share of the Class Fund by check. The exact amount per member will be determined once opt-outs are counted. Checks issued to Participating Class Members will be void 60 calendar days after issuance. Any uncashed checks after the Void Date will be used to cover any unanticipated administration expenses and the remainder will be given to Prairie State Legal as a cy pres award.
- e. Attorney’s Fees and Costs: Defendants agree to pay Class Counsel attorney’s fees and costs in the amount of \$63,125.00.
- f. Administration Cost: A Class Administrator will be administering the Class Settlement, including the sending of Class Notice (Exhibit 1 to the Agreement) and issuing of checks. Defendants agree to pay costs of administration and pay the Class Administrator for the cost incurred with administering the Class Settlement.
- g. Opting-Out: All Class Members who timely submit a written request for exclusion from the Class shall be excluded from such Class and shall have no rights pursuant to the Agreement. A request for exclusion must be in writing, and include the name, address, phone number and signature of the person seeking exclusion and returned by mail, fax or electronic mail to the Settlement Administrator before the Objection/Exclusion Deadline Date as set forth in the Agreement and Paragraph 12(b) herein. The request must be mailed to the Class Administrator at the address provided in the Class Notice and postmarked by the date set by the Court.

h. Objecting to Class Settlement: A Class Member has the right to object to the settlement or a part of it. An objector must timely file the objection and give reasons why her or she thinks the Court should not approve the settlement by the Objection/Exclusion Deadline Date as set forth in the Agreement and Paragraph 12(b) herein. A copy of the objection must also be served on Class Counsel and Defendant's Counsel. In order for an objection to be considered by the Court, it must: (a) provide the case name; (b) list the objector's name, address and telephone number; (c) state the objection to the settlement; (d) set forth the legal and factual basis for the objection; and (e) provide copies of any documents in support of the objection.

7. The FDCPA caps a class's statutory recovery available to the Class Members. In an individual action, the person bringing the suit may recover: (i) any actual damages sustained as a result of the alleged violation; and (ii) statutory damages of between \$0 and \$1,000. 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) the lesser of 1% of the Defendant's net worth or \$500,000. See 15 U.S.C. § 1692(k)(a)(2)(B)(ii). The Court, in its discretion, may award anything from zero up to the maximum amount to a prevailing party. Defendants have denied all liability. As such, based upon an analysis of the expense, burden and uncertainty of further litigation, and based upon the financial information provided by Defendants to Class Counsel and the nature of the claims alleged, they believe that the Agreement is fair and reasonable, would be in the best interests of the Class Members, and should be approved by the Court. If no Class Members opt out or exclude themselves from the settlement, each Participating Class Member will receive an estimated \$125.00.

8. If this Agreement is not approved by the Court or for any reason does not become Effective, it shall be deemed null and void and shall be without prejudice to the rights of the parties hereto, and shall not be used in any subsequent proceedings, in this or any other litigation, or in any manner whatsoever.

9. The Settlement complies with Seventh Circuit case law concerning class action awards, and is consistent with the principles set forth in *Pearson v. NBTY, Inc.*, 772 F.3d 778 (7th Cir. 2014), *Redman v. Radioshack Corp.*, 768 F.3d 622, (7th Cir. 2014), and *Eubank v. Pella Corp.*, 753 F.3d 718 (7th Cir. 2014). Here, unlike the aforementioned cases, the attorney's fees and costs are separate and apart from the Class Recovery. The FDCPA is a fee shifting statute and the attorney's fees and cost being awarded would not come out of the Class Fund, but rather paid directly from Defendant. Thus, the attorney's fees and costs award does not affect the award to the class, unlike *Pearson*, *Redman*, and *Eubank* where the payment of attorney's fees and costs changed the total payment to the Class, thus reducing the value of the settlement. In this case, the Class Fund consists of approximately half of the 1% of net worth cap in FDCPA class actions. Participating Class Members will receive a substantial amount of the maximum statutory damages they could receive in individual actions, without the risk, time, and expense of pursuing their individual claims to judgment.

10. The Parties have proposed a Class Notice (Exhibit 1 to Appendix A) which provided adequate notice to the Class regarding the terms of the settlement, the ways Class Members can opt-out of the settlement, or object, thus satisfying the requirements of Fed.R.Civ.P. 23 and of due process.

11. Class Counsel will file a Notice of Fees and Incentive award to Plaintiff within 45 days after the initial mailing of Class Notice.

12. Plaintiff and Defendants request that the Court set the following schedule for the proposed Agreement:

a. Class notice (Exhibit 1 to Appendix A) is to be mailed within thirty (30) days of entry of the Preliminary Approval Order;

b. Class Members shall have sixty (60) calendar days after the initial mailing of the notice to request to exclude themselves from or object to the proposed settlement. Any Class Members desiring to exclude themselves from the action must serve copies of the request on counsel for both Plaintiff and Defendant by that date. Any Class Members who wish to object to the settlement must submit an objection in writing to the Clerk of the United States District Court for the Northern District of Illinois, and serve copies of the objection on counsel for both Plaintiff and Defendant by that date. Any objection must include the name and number of the case and a statement of the reason why the objector believes that the Court should find the proposed settlement is not in the best interests of the Class. Objectors who have filed written objections to the settlement must also appear at the hearing and be heard on the fairness of the settlement. The request for exclusion or objection must be postmarked or electronically submitted by a date within sixty (60) calendar days after the initial mailing of the Class notice.

c. A final hearing on the fairness and reasonableness of the Agreement and whether the final approval shall be given to it and the request for fees and expenses by counsel for the Class will held before this Court on a date at least ninety (90) calendar days from the entry of the Preliminary Approval Order under the Class Action Fairness Act.

13. In the event that there is any conflict between any provision of this Motion and the Agreement between the parties, the parties intend for the Agreement to control, subject to Court approval.

WHEREFORE, the parties respectfully request that the Court enter an order in the form of Exhibit 2 to the Agreement, which (i) grants preliminary approval of the proposed settlement; (ii) approves and directs the mailing of a notice, in the form of Exhibit 2 to the Agreement, and finds that the mailing of such notice satisfies the requirements of due process; (iii) sets dates for the Class Members to opt out or object; and (iv) schedules a hearing for the final approval under Fed.R.Civ.P. 23(c)(2).

Respectfully submitted,

By: /s/Mario Kris Kasalo

Mario Kris Kasalo

Attorney for Plaintiff

The Law Office of M. Kris Kasalo, Ltd.

4950 Madison St., P.O. Box 1425

Skokie, IL 60077

tel 312.726.6160

fax 312.698.5054

mario.kasalo@kasalolaw.com

Attorney for Plaintiff and the Class

Justin M. Penn

Margaret A. Hayes

Hinshaw & Culbertson LLP

151 North Franklin Street, Suite 2500

Chicago, IL 60606

Telephone: 312-704-3000

Facsimile: 312-704-3001

jpenn@hinshawlaw.com

mahayes@hinshawlaw.com

Attorneys for Defendants

APPENDIX A

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

LAURA E. KEELING,	)	
	)	
PLAINTIFF,	)	
	)	
v.	)	Case No. 22-cv-4948
	)	
	)	
COLLECTION PROFESSIONALS, INC.,	)	<u>Judge Franklin U. Valderrama</u>
ROBERT B. STEELE, and APLINGTON,	)	
KAUFMAN, McCLINTOCK, STEELE	)	Magistrate Jeannice W. Appenteng
& BARRY, LTD.,	)	
	)	
DEFENDANTS.	)	

CLASS SETTLEMENT AGREEMENT

RECITALS

1. **Parties.** Defendants, Collection Professionals, Inc. (“CP”), Robert B. Steele (“Steele”) and Aplington, Kaufman, McClintock, Steele & Barry, Ltd. (“Aplington”) (collectively, “Defendants”) and Plaintiff, Laura E. Keeling (“Plaintiff”) individually, and as representative of the class of persons defined below in ¶9 (the “Class”), enter into this Class Settlement Agreement as to Plaintiff’s and the Class’s claims arising from letters sent by Defendant (the “Agreement”).

2. **Nature of Litigation.** Plaintiff, individually and on behalf of a class, filed a lawsuit in the United States District Court for the Northern District of Illinois, entitled *Laura E. Keeling v. Collection Professionals, Inc.*, 22-cv-04948 (the “Litigation”), alleging that Defendants violated the Fair Debt Collection Practices Act, (“FDCPA”), 15 U.S.C. §1692 *et. seq.* when they allegedly failed to send a “Notice of Debt” to consumers from which they sought to collect debts, within 5 days of the initial communication with said consumers or their counsel, in violation of 1692g of the FDCPA.

3. Plaintiff, individually and on behalf of the Class, desires to settle her claims against Defendants, having considered through Plaintiff's counsel the risks, delay, and difficulties involved in establishing a right to recovery over that offered by this settlement and the likelihood that the Litigation will be further protracted and expensive.

4. **Denial of Liability.** Defendants deny violating the FDCPA and deny all liability to Plaintiff and the Class. Nonetheless, Defendants desire to settle the claims brought solely to avoid the expense, burden, and uncertainty of further litigation, and to put to rest all claims that have been asserted by the Class against Defendant in the Litigation. Further, the Parties agree that this Agreement and this settlement cannot be used in any other matter or manner, including without limitation in litigation or other proceedings, as an admission of wrongdoing.

5. Plaintiff's counsel has investigated the facts and the applicable law. Upon an analysis of the benefits afforded by this Agreement, Plaintiff's counsel considers it to be in the best interest of the Class to enter into this Agreement.

6. In consideration of the foregoing and other valuable consideration, Plaintiff, Plaintiff's counsel and Defendants agree to settle the claims of the Plaintiff and the Class arising from the collection letters at issue, subject to the Court's approval, on the following terms and conditions.

TERMS

7. **Recitals.** The Recitals set forth above are incorporated by reference as integral provisions of this Agreement.

8. **Effective Date.** This Agreement shall become effective (the "Effective Date") upon the occurrence of the following events: (1) the Court enters a final approval order ("Final Order") which: (a) approves this Agreement as fair, reasonable, and adequate to the Class; (b) finds that this Agreement is fair and made in good faith; and (c) dismisses Plaintiff's and the

Class's claims alleged in the operative Complaint against Defendant with prejudice; and (2) (a) if the Final Order is not appealed, the expiration of five days from the date that the Final Order becomes a final, non-appealable order; or (b) if the Final Order is appealed, the expiration of five days after the final disposition of any such appeal, which final disposition affirms the Court's Final Order and orders the consummation of the settlement under the terms and provisions of this Agreement.

9. **Class.** The parties agree to certification of the following class for settlement purposes only:

The Class consists of (a) all persons in Bureau County, Illinois, (b) against which a lawsuit was filed by Steele and/or Aplington, on behalf of CP (c) where Steele and/or Aplington engaged in an initial communication in connection with the collection of a debt with a person (or their attorney) who was a defendant in an action filed on behalf of CP, with respect to the obligation being sought in said action (d) during the time period that begins on September 13, 2021 and ends on September 13, 2022.

Excluded from the Class are (1) unknown trustees (2) unknown heirs of deceased individuals, and (3) corporate entities including corporations, limited liability corporations, limited partnerships and associations.

Defendants have identified approximately 215 potential people in the Class, including the named Plaintiff.

10. **Relief to Plaintiff and the Class.** Subject to Court approval, Defendants shall provide the following relief to Plaintiff and the Class.

- a. **Class Fund:** Defendants will create a class settlement fund of \$26,875.00 ("Class Recovery"), which Class Counsel will distribute pro rata among Class Members who do not exclude themselves ("Participating Class

Members”). Participating Class Members will receive a pro rata share of the Class Recovery by check. The exact amount per member will be determined once opt-outs are counted. Checks issued will be void after 60 days. If any portion of the Class Recovery remains 60 days after the void date on the Participating Class Members’ checks, these remaining funds will be distributed as set forth in Paragraph 10(e).

- b. Relief to Plaintiff:** Defendants shall pay \$5,000.00 to Plaintiff as recovery for her individual claims, and \$5,000.00 as an incentive award for bringing the claims on behalf of the Class. Defendants shall also cancel the underlying debt sought in the case of *Collection Professionals vs. Laura Keeling*, Case No. 2022SC21 filed in The Circuit Court of the 13th Judicial Circuit, Bureau County, Illinois, and dismiss the case with prejudice.
- c. Class Administration Fees:** Defendants shall pay for the costs associated with providing notice under this Class Settlement Agreement and administering the Class Settlement. This amount shall be in addition to the agreed upon Class Fund, Relief to Plaintiff, and Attorneys’ Fees and Costs, as set forth in Paragraph 10(a), (b), and (d).
- d. Attorneys’ Fees and Costs:** Subject to the Court’s approval, Defendants shall pay counsel for Plaintiff and the Class \$63,125.00 as attorneys’ fees and court costs.
- e. Uncashed Checks:** Participating Class Members will receive a pro rata share of the Class Recovery by check. Checks issued to Participating Class Members will be void after 60 days (“Void Date”). Any checks that have not been cashed by the Void Date will be used to pay for any unanticipated costs associated with administering the settlement, and the remainder will be distributed to Prairie State Legal as *cy pres*.

11. **Distribution of Funds.**

- a. Delivery of W-9s.** At least 7 business days prior to the entry of the Final Order, Counsel for Plaintiff and the Class shall deliver a W-9 form for Plaintiff Laura Keeling and The Law Office of Mario K. Kasalo, Ltd. to counsel for Defendants.
- b. Class and Administration Funds:** Within seven (7) days of the Effective Date, Defendants shall deposit all monies set forth in ¶10(a), Class

Fund, ¶10(b), Relief to Plaintiff, and all monies set forth in ¶10(c), Class Administration Fees, with the Class Administrator to be held in trust. Within twenty-one (21) days after the Effective Date, The Class Administrator will distribute all monies set forth in ¶10(a) to eligible Class Members and all monies set forth in ¶10(b) to Plaintiff.

c. Attorney's Fees and Costs: Within seven (7) days of the Effective Date, Defendants shall send a check in the amount of \$63,125.00, comprised of attorney's fees and court costs set forth in ¶10(d). Any amounts set forth in Paragraph 10(d) which are not approved by the Court or otherwise distributed, will be distributed in accordance with the Court's order. The amounts set forth in this Paragraph shall be payable and addressed to:

The Law Office of M. Kris Kasalo, Ltd.
4950 Madison St., P.O. Box 1425
Skokie, IL 60077

12. **Release.** Upon the Effective Date, the parties grant the following releases:

a. Plaintiff, Laura E. Keeling, including every one of her respective agents, representatives, attorneys, heirs, assigns, or any other person acting on her behalf or for her benefit, and any person claiming through her (collectively "Releasors"), agrees to a full and general release and discharge of each and all Defendants, any of Defendants' parent corporations, predecessors and successors in interest (excluding any original creditor to the alleged account) and present and former affiliates, subsidiaries, insurers, officers, directors, agents, employees, members, shareholders, general partners, limited partners, beneficiaries, representatives, heirs, attorneys, assigns, or

entities for which said Defendants perform collection services (collectively, “Released Parties”), from any and all actual or potential claims, actions, causes of action, suits, counterclaims, cross claims, third party claims, contentions, allegations, and assertions of wrongdoing, and any demands for any and all debts, obligations, liabilities, damages (whether actual, compensatory, treble, punitive, exemplary, statutory, or otherwise), attorneys’ fees, costs, expenses, restitution, disgorgement, injunctive relief, any other type of equitable, legal or statutory relief, any other benefits, or any penalties of any type whatever, whether known or unknown, suspected or unsuspected, contingent or noncontingent, or discovered or undiscovered, whether asserted in federal court, state court, arbitration or otherwise, and whether triable before a judge or jury or otherwise.

- b.** Each member of the Class who does not submit a valid and timely request for exclusion releases and discharges the Released Parties from any and all actual or potential claims, actions, causes of action, suits, counterclaims, cross claims, third party claims, contentions, allegations, and assertions of wrongdoing, and any demands for any and all debts, obligations, liabilities, damages (whether actual, compensatory, treble, punitive, exemplary, statutory, or otherwise), attorneys’ fees, costs, expenses, restitution, disgorgement, injunctive relief, any other type of equitable, legal or statutory relief, any other benefits, or any penalties of any type whatever, whether known or unknown, suspected or unsuspected, contingent or noncontingent, or discovered or undiscovered, whether asserted in federal

court, state court, arbitration or otherwise, and whether triable before a judge or jury or otherwise, including, without limitation, those based on, arising out of, or relating to violations of the FDCPA, FDCPA state equivalents, or any other state, federal, or local law, statute, regulation or common law that were alleged or could have been alleged in this Litigation.

13. **Court Approval.** The release in ¶12 is conditioned upon the approval of the Agreement by the Court and the Parties meeting the obligations set forth herein. If this Agreement is not approved by the Court or for any reason does not become effective, it shall be deemed null and void and shall be without prejudice to the rights of the parties hereto and shall not be used in any subsequent proceedings in this or any other litigation, or in any manner whatsoever.

14. **Notice.**

a. **Mailing.** Within twenty-one (21) days after the Preliminary Approval Order is entered, Defendants shall deliver a Class List with the last known address of each potential Class Member to the Class Administrator. Within sixty (60) days after entry of the Preliminary Approval Order, the Class Administrator shall cause actual notice, in the form of Exhibit 1 (“Class Notice”), to be sent to the last known addresses of the Class members, according to Defendants’ records. The Class Administrator shall distribute the notice via any form of U.S. Mail providing address forwarding. Each notice shall be sent with a request for forwarding addresses. If a notice is returned as undeliverable and a forwarding address is provided, the Class Administrator shall cause to be forwarded any such returned notice to the address provided within five (5) days of receipt. Neither the Class

Administrator, Class Counsel, Defendant, nor Plaintiff must skip trace any letters returned as undeliverable.

b. Call Center and Website. By the deadline for mailing the class notice, the Class Administrator will establish a web page to (i) provide information regarding the Litigation and class settlement, (ii) provide contact information for Class Counsel, and (iii) and provide access to this Agreement and Class Notice; the class certification order; the Preliminary Approval Order; the Complaint; and when filed, the Order of Final Approval. The website will only be available to be accessed by potential Class Members until the Effective Date. Class Administrator will also set up and operate a toll-free call center to answer frequently asked questions and allow Class Members to leave a message.

c. Requests for Exclusion. Any Class Member who timely files a written request for exclusion from the Class shall be excluded from the Class and shall have no rights as a Class Member pursuant to this Agreement. The Class Notice shall provide that persons in the Class who wish to exclude themselves must submit a written statement requesting exclusion from the Class on or before the Objection/Exclusion Deadline Date set forth in Paragraph 14(e). A request for exclusion must be in writing and include the full name, address, phone number, and signature of the person seeking exclusion and returned by mail, fax or electronic mail to the Settlement Administrator before the Objection/Exclusion Deadline Date set forth in Paragraph 14(e). The date of the postmark on the return mailing envelope or the timestamp on the electronic submission shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

Any person who excludes himself or herself from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Agreement or have any right to object, appeal or comment thereon. The Class Administrator shall forward copies of all requests for exclusion to Class Counsel and Counsel for Defendant no later than seven days after the deadline for submission of such requests.

d. Objections to Class Settlement. Any Class Member who wishes to object to the settlement must timely file the objection with the Court and serve on all counsel of record by the Objection/Exclusion Deadline Date set forth in Paragraph 14(e). In order for an objection to be considered by the Court, it must: (a) provide the case name; (b) list the objector's name, address and telephone number; (c) state the objection to the settlement; (d) set forth the legal and factual basis for the objection; and (e) provide copies of any documents in support of the objection.

e. Timing for Submitting Opt-Outs, and Objections. Class Members have sixty (60) days after mailing of the Class Notice to complete and postmark, or electronically submit, a request to opt-out of the proposed settlement or object to the proposed settlement.

15. **CAFA Notice.** Defendants shall provide notice of this proposed class settlement to the appropriate state and federal authorities in compliance with the Class Action Fairness Act ("CAFA") within ten (10) days of the filing of the Motion for Preliminary Approval of this Agreement.

16. **Preliminary Approval.** As soon as practicable after execution of this Agreement, the parties shall apply to the Court for the Preliminary Approval Order, attached as Exhibit 2, which:

- a. Preliminarily approves this Agreement;
- b. Schedules a hearing for final approval of this Agreement;
- c. Approves Exhibit 1 hereto as notice to the Class, to be directed to the last known address of the Class members as shown on Defendants' records; and
- d. Finds that mailing of the Class Notice and the other measures specified in ¶14 are the only notice required and that such notice satisfies the requirements of due process and Fed.R.Civ.P. 23.

17. The parties agree to request the form of Class Notice attached hereto as Exhibit 1 and propose the form of Preliminary Approval Order attached hereto as Exhibit 2. The fact that the Court may require non-substantive changes in the Class Notice or Preliminary Approval Order does not invalidate this Agreement.

18. **Final Approval.** At the conclusion of, or as soon as practicable after, the close of the hearing on the fairness, reasonableness and adequacy of this Agreement, and the expiration of 90 days from the preliminary approval of the settlement (as required by CAFA), Plaintiff, Plaintiff's counsel, Defendants' counsel and Defendants shall request that the Court enter a Final Order approving the terms of this Agreement as fair, reasonable and adequate; providing for the implementation of those terms and provisions; finding that the notice given to the Class satisfies the requirements of due process and Rule 23; dismissing the claims of Plaintiff and the Class alleged in the operative Complaint with prejudice and without costs; directing the entry of a Final Order; and retaining jurisdiction to enforce the provisions of the Final Order.

19. The parties agree to request the form of Final Order attached hereto as Exhibit 3. The fact that the Court may require non-substantive changes in the Final Order does not invalidate this Agreement.

20. **Release of Attorneys' Lien.** In consideration of this Agreement, Plaintiff's counsel hereby discharges and released the "Released Parties," as defined in Paragraph 12 above, of and from any and all claims for attorneys' fees, by lien or otherwise, other than the amount of fees and costs determined under Paragraph 10, for legal services rendered by Plaintiff's counsel.

21. **Miscellaneous Provisions.** The parties and their attorneys agree to cooperate fully with one another in seeking approval of this Agreement, and to use their best efforts to effect the consummation of this Agreement and the settlement provided for herein. Whether or not this Agreement is consummated, this Agreement shall in no event be construed as, or be deemed, evidence of an admission on the part of Defendant of any liability or wrongdoing whatsoever.

22. Notices and objections related to this Agreement shall be sent to the following attorneys:

Mario Kris Kasalo
The Law Office of M. Kris Kasalo, Ltd.
4950 Madison St., P.O. Box 1425
Skokie, IL 60077

Justin M. Penn
Hinshaw & Culbertson LLP
151 N. Franklin Street, Suite 2500
Chicago, Illinois 60606

Without court approval, the persons and addresses designated in this paragraph may be changed by any signatory hereto by written notice to the other signatories hereto.

23. The foregoing constitutes the entire agreement between the parties and may not be modified or amended except in writing, signed by all parties hereto, and approved by the Court.

24. This Agreement may be executed in counterparts, in which case the various counterparts shall constitute one instrument for all purposes. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement may be treated as originals.

25. Every term of this Agreement shall be binding upon and inure to the benefit of the Plaintiff, the Class, and their successors and personal representatives, and shall bind and shall inure to the benefit of the Released Parties, all of which persons and entities are intended to be beneficiaries of this Agreement.

26. This Agreement shall be governed by and interpreted under the laws of Illinois.

27. If final approval is granted, Defendants shall retain the class list and a list of class members who excluded themselves for six months from entry of a Final Order, and may destroy them after that period.

IN WITNESS WHEREOF, the parties hereto, acting through their respective counsel of record, have so agreed, on _____, 2025.

Plaintiff individually and as Class
Representative:

Defendants:

Laura E. Keeling

Robert B. Steele

By: _____

Its: _____

Mario Kris Kasalo

Collection Professionals, Inc.

The Law Office of Mario K. Kasalo, Ltd.
Attorney for Plaintiff and the Class
As to Paragraph 22

By: _____

Its: _____

Aplington, Kaufman, McClintock, Steele & Barry,
Ltd.

By: _____

Its: _____

EXHIBIT 1

***Laura Keeling vs. Collection Professionals, Inc., Robert B. Steele, and
Aplington, Kaufman, McClintock, Steele & Barry, Ltd.***

**United States District Court for the Northern District of Illinois,
Case No. 22-cv-04948**

**NOTICE OF CLASS ACTION LAWSUIT AND PROPOSED
SETTLEMENT**

A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A
SOLICITATION FROM A LAWYER AND YOU ARE NOT BEING SUED.

YOU MAY BE ENTITLED TO RECEIVE MONETARY COMPENSATION.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING AND STAY IN THE CLASS TO RECEIVE A PAYMENT	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 if the Settlement has been approved and after any appeals are resolved. By doing nothing and receiving the check, you give up your legal right to bring an individual lawsuit against Defendant for claims covered by this Settlement or that could have been covered by this Settlement. To learn more about your rights, see below.
EXCLUDE YOURSELF	You will receive no benefits, but you will retain your legal claims against the Defendant. To learn more about how to exclude yourself, see below.
OBJECT	Write to the Court explaining why you don't like the settlement. You may also appear at the fairness hearing. To learn more about how to object, see below.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement. To learn more about attending the fairness hearing, see below.

What is this?	This is a notice of a proposed settlement in a class action lawsuit.
What is this lawsuit about?	The settlement would resolve the class action lawsuit <i>Laura Keeling vs. Collection Professionals, Inc., Robert B. Steele, and Aplington, Kaufman, McClintock, Steele & Barry, Ltd.</i>, 22-cv-04948, N.D. Ill., brought on behalf of individuals with Illinois addresses, alleging that Defendants violated the Fair Debt Collection Practices Act, (“FDCPA”), 15 U.S.C. §1692 <i>et. seq.</i> when, between September 13, 2021 and September 13, 2022, they failed to mail a “Notice of Debt” to Plaintiff and members of the Class within 5 days of their initial communication with Plaintiff and the Class regarding a debt they were alleged to owe, which failure allegedly violates the Fair Debt Collection Practices Act, 15 U.S.C § 1692g, (“FDCPA”). A “Notice of Debt” refers to a written communication from a debt collector informing a consumer about an outstanding debt. This notice must include specific information to comply with the FDCPA, such as: Amount of the Debt: The total amount owed. Creditor Information: The name of the creditor to whom the debt is owed. Consumer Rights: A statement informing the consumer of their rights, including the right to dispute the debt. Timeframe for Disputing: Information on how long the consumer has to dispute the debt. The Court has not ruled on the merits of the Plaintiff’s claims or the Defendants’ defenses. Defendants deny all wrongdoing any liability but have decided to settle this lawsuit to avoid the expense, burden, and uncertainty of further litigation.
Why am I getting this notice?	You were identified as someone who failed to receive a Notice of Debt from Defendant(s) between September 13, 2021, and September 13, 2022, in connection of Defendants’ collection of a debt from you and in which a lawsuit was filed against you in Bureau County, Illinois.

What does the Settlement provide?	Defendants have agreed to pay a total of \$26,875.00 to be divided pro rata amongst each class member who does not ‘opt-out’ of the settlement. The amount of each individual payment will depend on how many members are in the Settlement Class and how many choose to opt-out of the Settlement. Defendants have also agreed to pay: \$5,000.00 as an incentive award and an additional \$5000.00 in damages to the Plaintiff who brought this Class Action, Laura Keeling; \$63,125.00 to Class Counsel for attorney’s fees and costs; and also full payment of the fee to a Class Administrator for the costs of administering this Settlement.
How much money will I receive if I don’t opt-out?	If you do not timely exclude yourself from the settlement you will be entitled to receive an estimated payment of approximately \$125, subject to final approval by the Court. Your share of the Settlement Fund will depend on the total number of Settlement Class members who choose not to opt-out of the Settlement. Excluded from the Class are (1) unknown trustees, (2) unknown heirs of deceased individuals, and (3) corporate entities including corporations, limited liability corporations, limited partnerships and associations. There are approximately 215 potential Class Members including the named Plaintiff.
If I exclude myself, do I still receive benefits from this Settlement?	No, you will not receive anything resulting from the settlement, but you may have the right to sue, or be part of a different lawsuit against Defendant(s) over the FDCPA claims raised in the Litigation.
How can I receive a payment from the Settlement?	This is an ‘opt-out’ Settlement. If the Settlement has been approved and after any appeals are resolved, you will receive a check in the mail automatically unless you ‘opt-out’ of the Settlement by the deadline listed below.
Am I giving up any legal rights if I	Yes. If you do nothing after the Settlement has been approved and after any appeals are resolved, you will receive a check in the mail and be bound by the terms of the Settlement. This

don't opt-out of the Settlement?	means all of the Court's order will apply to you, and you agree to give Defendants a "release." A release means you will no longer be able to sue Defendants or be a part of any other lawsuit against Defendants about the claims or issues that were raised by the Plaintiff under the FDCPA or FDCPA state equivalents in this case, including the claims that were covered or could have covered in this lawsuit filed by Plaintiff Laura Keeling. This description is general and does not cover the full release language. For a complete statement of all the contentions, proceedings and settlement terms in this case, you should visit the website at [REDACTED].
Do I have to be included in the Settlement?	No. If you do not want to receive monetary compensation from this Settlement and you want to keep the right to sue or continue to sue Defendant on your own, you must exclude yourself (opt-out) from the Settlement by sending a letter requesting exclusion to the Class Administrator postmarked or electronically submitted no later than [INSERT DATE – propose 60 calendar days after Notice Mailing Deadline] at [Administrator Address] A request for exclusion must be in writing, and include your full name, address, phone number and signature.
If I don't like something about the Settlement, how do I tell the Court?	If you are a class member and you don't exclude yourself from the Settlement, you can file a written objection or comment on any part of the Settlement. You also have the right to be represented by your own counsel at your own cost in this Class Action. You must file your written objection with the Court by [INSERT DATE – Propose 60 calendar days after the Notice Mailing Deadline] In order for an objection to be considered by the Court, it must: (a) provide the case name; (b) list the objector's name, address and telephone number; (c) state the objection to the settlement; (d) set forth the legal and factual basis for the objection; and (e) provide copies of any documents in support of the objection. If you file an objection, you may appear at the fairness hearing. A copy of the objection must also be served on Class Counsel and Defendants' Counsel. This can be done by mailing a copy to the below addresses, or served electronically via the Case

	Management/Electronic Case Files (CM/ECF) system used by the Court. Class Counsel: Mario Kris Kasalo The Law Office of M. Kris Kasalo, Ltd. 4950 Madison St., P.O. Box 1425 Skokie, IL 60077 Defendants' Counsel: Justin M. Penn Hinshaw & Culbertson LLP 151 N. Franklin Street, Suite 2500 Chicago, IL 60606 The objection must be postmarked to both Class Counsel and Defendant's Counsel or filed using the CM/ECF system in the above-captioned case no later than [INSERT DATE – Propose 60 calendar days after Notice Mailing Deadline].
Can I make an Oral Objection or Comment on the Settlement?	Yes. A Fairness Hearing will be held before the Honorable Judge Franklin U. Valderrama of the United States District Court for the Northern District of Illinois, on - _____, at _____ a.m., in Courtroom [XXXX] of the United States District Court, 219 S. Dearborn Street, Chicago, Illinois, 60604. This hearing will be held to determine if the proposed settlement is fair, reasonable, and adequate and should be approved and the lawsuit dismissed. If you wish to attend the Hearing and make an objection or comment, you must file a document in advance. If the proposed Settlement is approved, it will be binding and will release Defendant from any and all claims that were asserted or could have been asserted in this lawsuit. YOU ARE <u>NOT</u> REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THIS SETTLEMENT. The hearing may be postponed to a later date without notice.

What if I do Nothing?	Yes. If you do nothing and the Settlement has been approved and after any appeals are resolved, you will receive a check in the mail and be bound by the terms of the Settlement. This means all of the Court's order will apply to you, and you agree to give Defendants a "release." A release means you will no longer be able to sue Defendants or be a part of any other lawsuit against Defendants about the claims or issues that were raised by the Plaintiff under the FDCPA or FDCPA state equivalents in this case, including the claims that were covered or could have covered in this lawsuit filed by Plaintiff Laura Keeling. This description is general and does not cover the full release language. For a complete statement of all the contentions, proceedings and settlement terms in this case, you should visit the website at [REDACTED].
Who is representing the Plaintiff and the Class?	The Court has appointed Mario Kasalo of The Law Office of M. Kris Kasalo, Ltd as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by these lawyers. They will be paid by the Defendants in an amount to be determined and approved by the Court. The amount of attorney's fees paid does not reduce or otherwise affect what Settlement Class Members recover.
What if I have more questions or want to get more information about the Settlement?	This notice contains limited information about the settlement. For more information, to view additional settlement documents, and to review information regarding your opt-out and objection rights and the final approval hearing, please contact the Class Administrator [CLASS ADMINISTRATION INFO] or visit the website at [REDACTED]. Class Counsel may be contacted at: The Law Office of M. Kris Kasalo, Ltd. 4950 Madison St., P.O. Box 1425 Skokie, IL 60077 Please do not call the Judge or Court Clerk.

EXHIBIT 2

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

LAURA E. KEELING,	)	
	)	
PLAINTIFF,	)	
	)	
v.	)	Case No. 22-cv-4948
	)	
	)	
COLLECTION PROFESSIONALS, INC.,	)	<u>Judge Franklin U. Valderrama</u>
ROBERT B. STEELE, and APLINGTON,	)	
KAUFMAN, McCLINTOCK, STEELE	)	Magistrate Jeannice W. Appenteng
& BARRY, LTD.,	)	
	)	
DEFENDANTS.	)	

PRELIMINARY APPROVAL ORDER

The Court, having considered the parties’ Joint Motion for Preliminary Approval, hereby grants preliminary approval to the Class Settlement Agreement ("Agreement") between Laura E. Keeling ("Plaintiff"), individually and as representative of the class of persons defined below ("Class"), and Defendants Collection Professionals, Inc. (“CP”), Robert B. Steele (“Steele”) and Aplington, Kaufman, McClintock, Steele & Barry, Ltd. (“Aplington”) (collectively, “Defendants”) as follows:

1. The Court hereby preliminarily approves the Agreement and the settlement embodied therein. The Court preliminarily finds that this case meets the requirements for class certification under Federal Rule of Civil Procedure 23. The Court adopts the definitions in the Agreement herein. The terms of the Agreement are reasonable, fair and hereby approved by the Court, subject to the final fairness hearing described below.
2. The parties agree to seek certification of the following Class for settlement purposes only:

The Class consists of (a) all persons in Bureau County, Illinois, (b) against which a lawsuit was filed by Steele and/or Aplington, on behalf of CP (c) where Steele and/or Aplington engaged in an initial communication in connection with the collection of a debt with a person (or their attorney) who was a defendant in an action filed on behalf of CP, with respect to the obligation being sought in said action (d) during the time period that begins on September 13, 2021 and ends on September 13, 2022.

Excluded from the Class are (1) unknown trustees (2) unknown heirs of deceased individuals, and (3) corporate entities including corporations, limited liability corporations, limited partnerships and associations.

Defendants have identified approximately 215 potential people in the Class, including the named Plaintiff.

3. For purposes of effectuating this settlement, the Court hereby conditionally appoints Plaintiff Laura Keeling as class representative for the Class, and appoints Mario Kasalo of The Law Office of M. Kris Kasalo, Ltd, as Class Counsel.

4. The Court approves the parties' proposed Class Notice and directs it to be mailed to the last known address of the class members as shown on Defendant's records on or before _____ ("Notice Deadline") [Propose 60 calendar days after entry of this Order]. Class Counsel will have the notice sent by any form of U.S. Mail providing forwarding addresses.

5. The Court finds that mailing of the Class Notice (Exhibit 1 to the Agreement) is the only notice required and that such notice satisfies the requirements of due process and Federal Rule of Civil Procedure 23(c)(2)(B).

6. The Court appoints _____ as Class Administrator. Responsibilities of the Class Administrator shall include the following: (a) disseminating information, including Class Notice, to Settlement Class Members concerning settlement procedures in the manner provided in the Agreement; (b) receiving opt-out forms and documentation; (c) paying claims as provided in the Agreement and pursuant to any applicable orders of this Court.

7. Class members have until _____, or the first business day after the 60th day after the initial mailing of the class notice on _____, to exclude themselves from or object to the proposed settlement. Any class members desiring to exclude themselves from the action must serve their request for exclusion on counsel for both Plaintiff and the Defendants by that date. Any class members who wish to object to the settlement must submit an objection in writing to the Clerk of the United States District Court for the Northern District of Illinois and serve copies of the objection on counsel for both Plaintiff and Defendant by that date. Any objection must include the Class members' full name, address, phone number, number of the case, the objection to the settlement, set forth the legal and factual basis for why the objector believes that the Court should find that the proposed settlement is not in the best interests of the Class, and provide copies of any documents in support of the objection. Objectors who have filed written objections to the settlement may also appear at the fairness hearing and be heard on the fairness of the settlement. To be effective, the request for exclusion or objection must be postmarked no later than _____.

8. A final hearing on the fairness and reasonableness of the Agreement and whether final approval shall be given to it will be held on ____ at ____ a.m./p.m.

ENTERED: _____

United States District Judge

DATE: _____