

**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: _____