

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF INDIANA  
HAMMOND DIVISION**

PAUL E. LUCAS, SR., and	)	
RUBY M. LUCAS,	)	
Plaintiffs,	)	2:03-cv-00498-PPS-APR
v.	)	
GC SERVICES L.P.;	)	
DLS ENTERPRISES, INC.; and	)	JURY DEMANDED
GC FINANCIAL CORPORATION,	)	
Defendants.	)	

**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

To: All persons with an Indiana address to whom GC Services sent an initial debt collection letter between November 19, 2002 and December 9, 2003.

**To receive a benefit from this settlement  
the attached claim form must be returned  
and postmarked by March 23, 2007.**

*PLEASE READ THIS NOTICE CAREFULLY.  
THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU.  
YOU MAY BENEFIT FROM READING THIS NOTICE.*

**WHY DID YOU GET THIS NOTICE?**

You are receiving this notice because you requested that we send it to you. In order to receive any money from this settlement, **you must return the attached claim form by March 23, 2007, in order to receive a monetary benefit from this settlement.**

**WHAT IS THIS LAWSUIT ABOUT?**

Ruby and Paul Lucas filed a lawsuit alleging that the debt collector GC Services violated the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. ("FDCPA") by drafting and using a letter that made it unreasonably difficult for the consumer to read the description of her right to debt verification.

Defendants deny they violated any law, or that they did anything wrong. This notice you have received is not an admission by defendants or a finding by the Court that the claims asserted by plaintiff are valid. However, to avoid the further expense and risks of litigation, the parties have agreed to this proposed settlement.

**WHAT ARE THE BASIC TERMS OF THE  
SETTLEMENT AGREEMENT?**

**Recovery to the Class:**

GC Services will pay a total of \$83,000. Each class member who timely returns the claim at the end of this notice will receive a pro rata share, not to exceed \$750.

Any funds left over will be used to pay the costs of publication notice, and will be distributed to Indiana law schools to be used for their legal clinics.

**NOTICE: YOU WILL NOT RECEIVE \$83,000 DOLLARS.** If you return a claim form you will receive a pro rata share of \$83,000, but not more than \$750.

**Recovery to Plaintiff:**

GC Services will pay Paul and Ruby Lucas \$1,000 each.

**Attorneys' Fees:**

Plaintiff's counsel will apply for \$85,000 in attorney's fees, which is independent from the class award. GC Services has agreed not to oppose this application.

**Costs:**

GC Services will pay the costs of notice and administration for this settlement. However, if there is money left over after the class members have been paid, and the Indiana law schools have been paid \$20,000, then the remainder of the class' money may be used to help reimburse GC Services for the costs of publishing notice in newspapers.

**CLASS COUNSEL'S OPINION OF THE SETTLEMENT**

This settlement was negotiated by the parties at arm's length through the mediation efforts of Judge Simon. The posture of the case is that an order had been entered striking GC Services' pleadings.. GC Services appealed this ruling to the District Judge. The order was conditionally vacated pending consummation of this settlement.

In an individual FDCPA action, the person bringing the suit may recover (i) any actual damages suffered and (ii) statutory damages determined by the court, but not more than \$1,000, plus the person bringing the suit can also recover attorneys' fees and the expenses of prosecuting the suit, if it is successful.

While the theoretical maximum that you may receive in your own lawsuit may be more than the amounts listed here, there is no assurance that you will receive anything. A court has the discretion to award anything between the maximum and zero, depending on various factors.

Plaintiffs' counsel believes that the class recovery is fair and reasonable given the GC Services' net worth, and the risks and costs involved in further litigation regarding the default and damages issues. Plaintiff's counsel has examined the likelihood of success and determined that this is a reasonable sum for the class.

**YOUR OPTIONS:**

You have four options if you are a class member: (1) submit the attached claim form; (2) opt out of the settlement; (3) do nothing; and (4) object to the settlement.

**Option 1:    Submit the Attached Claim Form**

If you are a class member and submit the attached claim form, you will receive a pro rata share of \$83,000, but not to exceed \$750. In exchange for that money, you agree to give up your right to sue GC Services for the matters complained of in this lawsuit.

**Option 2:    Opt Out of the Settlement**

If you opt out or exclude yourself from the settlement, you will not receive any settlement money, and you will not release your right to sue GC Services.

Any Class member who desires to opt out or exclude themselves from the settlement must file a request for exclusion with the Clerk of the U.S. District Court, Northern District of Indiana, 5400 Federal Plaza, Hammond, IN 46320, and serve copies of the request upon Edelman, Combs, Lattuner & Goodwin, LLC, 120 S. LaSalle St., 18<sup>th</sup> Floor, Chicago, IL 60603 by March 23, 2007. Class members have until March 23, 2007, to opt out or object to the proposed settlement, by which date the forms must be postmarked.

**Option 3:    Do Nothing**

Class counsel strongly recommends that members of the class do not choose this option. Class members that do nothing will not receive any benefit from the settlement, and will lose their right to sue GC Services for the matters complained of in this lawsuit.

**Option 4:    Object to the Settlement**

Class members may object to the settlement if they believe it is unfair, or for any other reason. If you would like to object to this settlement, you must submit your objection in writing to the Clerk of the U.S. District Court, Northern District of Indiana, 5400 Federal Plaza, Hammond, IN 46320, and serve copies of the objection on Edelman, Combs, Lattuner &

Goodwin, LLC, 120 S. LaSalle St., 18<sup>th</sup> Floor, Chicago, IL 60603 and Todd Stelter, Hinshaw & Culbertson LLP, 222 N. LaSalle St. Suite 300,

Any objection must include the name and number of the case and a statement of reasons why the objector believes that the Court should find that the proposed settlement is not in the best interests of the Class. Objectors must also appear at the hearing on the fairness of the settlement.

### **FAIRNESS HEARING**

The hearing to determine the fairness of the settlement will be on **April 17, 2007 at 9:00 a.m.**, in the U.S. District Court, Northern District of Indiana, 5400 Federal Plaza, Hammond, IN 46320, Judge Simon's Courtroom. **YOU ARE NOT REQUIRED TO ATTEND UNLESS YOU ARE FILING AN OBJECTION**, but may do so if you wish. The date of this hearing is subject to change without notice; if you plan to attend, you should contact class counsel to confirm the date and time of the hearing prior to attending.

### **WHO REPRESENTS THE PLAINTIFFS AND THE CLASS?**

Daniel A. Edelman (10549)  
EDELMAN, COMBS, LATTURNER & GOODWIN, LLC  
120 S. LaSalle St., 18<sup>th</sup> Floor  
Chicago, IL 60603  
(312) 739-4200  
(312) 419-0379 (fax)  
Website: [www.edcombs.com](http://www.edcombs.com)  
Email: [info@edcombs.com](mailto:info@edcombs.com)

Edelman, Combs, Latturner & Goodwin, LLC represents your interests in this lawsuit. You may contact them with any questions that you have about the lawsuit. You will not be charged for their services. You may, however, hire your own attorney at your own cost to advise you in this matter.

Please read this notice carefully before you contact Any further questions that you or your attorney may have concerning this Notice should be directed to Edelman, Combs,

Chicago, IL 60601 by March 23, 2007.

Latturner & Goodwin, LLC. However, before you call, ***PLEASE READ THIS NOTICE CAREFULLY.***

The description of the lawsuit and settlement that is contained in this notice is only general. All papers filed in this case, including the full Settlement Agreement, are available for you to inspect and copy (at your cost) at the office of the Clerk of the Court, U.S. District Court, Northern District of Indiana, 5400 Federal Plaza, Hammond, IN 46320, during regular business hours. You must bring the name of the case and case number with you, since the Clerk will need to know this information in order to obtain the court file for you to inspect.

**To receive a benefit from this settlement the attached claim form must be postmarked by March 23, 2007.**

### **CORRECT ADDRESS**

If this notice was forwarded by the Postal Service, or if it was otherwise sent to you at an address which is not current, you should immediately send a letter to the address listed below stating your past and current addresses plus the case name and number (Lucas v. GC Services, 03 C 498)

Daniel A. Edelman (10549)  
EDELMAN, COMBS, LATTURNER & GOODWIN, LLC  
120 S. LaSalle St., 18<sup>th</sup> Floor  
Chicago, IL 60603

If any of the persons to whom this notice is sent have died or are divorced or 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 included any supporting documentation (such as a divorce decree).

**CLAIM FORM**

**RE: Lucas v. GC Services, et al., 03 C 498 (N.D. Ind.)  
ECL&G Case No. 7355**

**Claim form must be postmarked by March 23 2007, and mailed to:**

**Edelman, Combs, Lattuner & Goodwin, LLC  
Re: Lucas v. GC Services L.P.(10549)  
120 S. LaSalle Street, 18<sup>th</sup> floor  
Chicago, Illinois 60603**

Please print the following information:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_

PHONE NUMBER: (\_\_\_\_)\_\_\_\_\_

I, \_\_\_\_\_, hereby declare under penalty of perjury that I received an initial debt collection letter from GC Services between November 19, 2002 and December 9, 2003.

\_\_\_\_\_