

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MICHIGAN

Dorothy Konicki v. Dynamic Recovery Solutions LLC (Case No. 1:13CV1052)

If Dynamic Recovery Solutions LLC sent you a collection letter, on a Bank One or First USA account, you may benefit from this class action settlement.

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

**THIS IS A NOTICE OF A SETTLEMENT OF A CLASS ACTION LAWSUIT.
THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING, STAY IN THE CLASS, AND RECEIVE A CHECK	By doing nothing, you will be bound by the settlement, and any order the Court issues. You will be entitled to receive a payment from the settlement fund.
EXCLUDE YOURSELF	You will receive no benefits, but will retain your legal claims against the Defendant.
OBJECT	You can write to the Court to explain why you don't like the settlement. You may also appear at the fairness hearing.
GO TO A HEARING	You can ask to speak in Court about the settlement.

1. Why did I get this notice?

You are receiving this notice because you were identified as a person to whom Dynamic Recovery Solutions LLC ("Dynamic") sent a collection letter in Michigan, which referred to "Bank One" or "First USA" as the "original creditor."

2. What is lawsuit about?

Dorothy Konicki claims that Dynamic violated the Fair Debt Collection Practices Act ("FDCPA") when it sent a debt collection letter to her, for two reasons. Dynamic denies any liability, wrongdoing or violation of the FDCPA.

In Count One of the complaint, Ms. Konicki claims that the letter failed to disclose the name of the current creditor or owner of the debt. The parties have agreed to settle the claims in Count One. The terms of that settlement are described in this notice, and will finally resolve any claim that Dynamic failed to properly disclose the name of the creditor in a collection letter it sent to you.

Count Two of the complaint alleges that Dynamic sent the letter to collect on a debt on which a lawsuit to collect the debt would have been outside of the Michigan statute of limitations and did not disclose that such lawsuit would have been barred by the statute of limitations. The parties have agreed to dismiss the claims made in Count Two, without prejudice. This settlement does not affect any claims you might have against Dynamic on the grounds alleged in Count Two. You therefore have the right to bring your own claim against Dynamic on that ground, if you wish, subject to limitations on your right to bring such a claim. Further details as to claims in Count Two can be found in the settlement agreement in this matter, which is available online at www.edcombs.com.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (here, Ms. Konicki), sue for a "Class" of people who have similar claims. The members of the class here (including you) have the same potential claims under the FDCPA, regarding the collection letters allegedly used by Defendant to attempt collection of a debt.

4. Why is there a settlement?

To avoid the cost, risk, and delay of litigation, the parties have agreed to settle the claims of Ms. Konicki and the Class.

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

For settlement purposes only, the parties have agreed to certification of a class including all natural persons with Michigan addresses to whom defendant sent a notice in the form represented by Exhibit A to the Complaint, referring to “Bank One” or “First USA” as the “original creditor, between September 25, 2012 and October 15, 2013. Dynamic estimates there are about 703 people in the Class. According to Dynamic’s records, you are a class member.

YOUR BENEFITS UNDER THE SETTLEMENT

6. What can I get from the settlement?

If you do not timely request exclusion from the settlement, you will be entitled to a *pro rata* share of the Class Recovery. The Class Recovery will be \$12,000. If all 703 class members remain in the class, you will be entitled to a check for \$17.06. No class member may receive more than one check.

7. When will I receive these benefits?

You will receive your check about 30 to 45 days after the Court enters a Final Approval Order, if one is entered, and if that order is not appealed.

8. I want to be a part of the settlement and receive these benefits. What do I do?

Nothing. If you do not exclude yourself, you will remain in the class, and you will be entitled to a *pro rata* share of the Class Recovery.

9. What am I giving up to receive these benefits?

By staying in the class, all of the Court’s orders will apply to you, and you will “release” Defendant to the claims in Count One of the Litigation. A release means you cannot sue, or be part of any other suit against Dynamic about the claims or issues in Count One of the Complaint.

10. How much will the Class Representative receive?

Ms. Konicki will receive \$1,000, subject to Court approval.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive the benefits of the settlement, but you want to keep your legal claims against the Defendant, then you must request exclusion from this settlement.

11. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail stating you want to be excluded from *Dorothy Konicki v. Dynamic Recovery Solutions, LLC*, Case No. 1:13CV1052 (W.D.Mich.) Please include your name, address, telephone number, and your signature. You must mail your exclusion request, so that it is postmarked **no later than August 6, 2014**, to:

Thomas Soule
Edelman, Combs, Lattuner & Goodwin, LLC
120 S. LaSalle St., 18th Floor
Chicago, IL 60603

Jennifer W. Weller
Hinshaw & Culbertson LLP
222 N. LaSalle St., Suite 300
Chicago, IL 60601

12. If I exclude myself, do I still receive benefits from this settlement?

No, you will receive nothing from the settlement, but you will have the right to sue Dynamic over the claims raised in the Litigation, either on your own or as a part of a different lawsuit. If you exclude yourself, the time in which to file your own lawsuit (called the “statute of limitations”) will begin to run again. You will have the same amount of time to sue that you had when this case was filed on September 25, 2013.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has named the law firm of Edelman, Combs, Lattuner & Goodwin, LLC as Class Counsel. You will not be charged for these lawyers; however, they will receive a payment from Dynamic. If you want to be represented by your own lawyer, you may hire one at your own expense. If you hire your own lawyer, he or she must file an appearance by **August 6, 2014**.

14. How will the lawyers be paid?

Subject to the Court’s approval, Dynamic will pay Class Counsel \$12,000, as attorneys’ fees and costs incurred regarding the claims of the Class.

CLASS COUNSEL’S VIEWS ABOUT THE SETTLEMENT

15. Is this a fair settlement?

Class Counsel believes this settlement is fair. The claims asserted for the class against Dynamic are under the FDCPA. The FDCPA is a federal statute which provides for both individual actions and class actions. In an individual action, the person suing may recover (A) any actual damages suffered; and (B) statutory damages of between \$0 and \$1,000. (Plaintiff’s complaint did not allege actual damages.) In a class action, the maximum possible recovery is (1) any actual damages suffered by the class members and (2) the lesser of 1% of the Defendant’s net worth or \$500,000. The Court, in its discretion, may award anything up to the maximum amount to a prevailing party. In either an individual or class action, the person suing can also recover attorneys’ fees and the expenses of prosecuting the suit, if it succeeds.

Dynamic has agreed to pay \$12,000 (an amount that is approximately 88% of the maximum statutory class damages) to settle the Litigation. The \$12,000 settlement amount will be divided between class members who do not exclude themselves. Should all 703 class members remain in the class, each will receive approximately \$17.06. Class Counsel believes this is a fair and reasonable settlement.

16. What are the Defendants’ views of this settlement?

By settling this lawsuit, Dynamic is not admitting it did anything wrong. Dynamic expressly denies the claims asserted by Ms. Konicki, and denies all allegations of wrongdoing and liability.

OBJECTING TO THE SETTLEMENT

You can tell the Court you do not agree with the settlement, or some part of it.

17. How do I tell the Court that I do not like the Settlement?

If you are a class member, you can object to the settlement. To object to the settlement or any part of the settlement, you must send a letter (or legal brief) stating that you object, and the reasons you think the Court should not approve the settlement. You must include the name and number of the case: *Dorothy Konicki v. Dynamic Recovery Solutions, LLC*, Case No. 1:13CV1052 (W.D.Mich.), your name, address, telephone number, and signature. If you are objecting, you may also appear at the fairness hearing (explained below in answer to question no. 18). You must mail your objection so it is postmarked no later than **August 6, 2014** to:

United States District Court for the Western District of Michigan
399 Federal Building
110 Michigan St. NW
Grand Rapids, MI 49503

You must also send a copy of your objection to **both**:

Thomas Soule
Edelman, Combs, Lattuner & Goodwin, LLC
120 S. LaSalle St., 18th Floor
Chicago, IL 60603

Jennifer W. Weller
Hinshaw & Culbertson LLP
222 N. LaSalle St., Suite 300
Chicago, IL 60601

THE FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend if you wish, but you are not required to do so.

18. Where and when is the fairness hearing?

The Court will hold a fairness hearing on **September 9, 2014 at 3:00 p.m.** in the courtroom of Judge Gordon J. Quist, 482 Federal Building, 110 Michigan St. NW, Grand Rapids, MI 49503. At the hearing, the Court will determine whether the proposed settlement is fair, reasonable and adequate and in the best interests of the class, and the appropriate compensation for Class Counsel. The Court will also hear any objections and arguments concerning the fairness of the proposed settlement.

YOU ARE NOT REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THIS SETTLEMENT. The hearing may be postponed to a later date without notice. **YOU SHOULD NOT CONTACT THE COURT, OR THE JUDGE, REGARDING THE SETTLEMENT.** They cannot provide any information to you. If you have questions, please contact Class Counsel, at this address:

Thomas Soule
Edelman, Combs, Lattuner & Goodwin, LLC
120 S. LaSalle St., Suite 300
Chicago, IL 60603
(312)739-4200