

SETTLEMENT AGREEMENT & RELEASE

This Settlement Agreement and Release dated July 24, 2008 (the "Settlement Agreement") is submitted pursuant to the Federal Rules of Civil Procedure and incorporates the definitions set forth below. Subject to the approval of the Court, this Settlement Agreement is entered into between the Plaintiff, Ernest Lemire ("Plaintiff"), on **his own behalf and on behalf of the Class Members (the "Class"– as defined below and in the Class Action Complaint)**, and Lawrence Hecker ("Hecker"), by and through their respective counsel.

WHEREAS:

A. This putative consumer class action was commenced on November 16, 2007 and the operative complaint is the complaint dated November 16, 2007. Plaintiff alleged in the Complaint that Hecker engaged in collection activity directed against him and the other Class Members while Hecker failed to have a license allegedly required by the Connecticut Department of Banking. Plaintiff further alleged that this conduct was in violation of the Fair Debt Collection Practices Act ("FDCPA") and sought statutory damages and actual damages.

B. Class Counsel conducted an investigation relating to Plaintiff's and Class Members' claims and the underlying events and transactions alleged in the Complaint and engaged in discovery into the allegations.

C. Plaintiff, by and through Class Counsel, has engaged in discussions and arm's length negotiations with Hecker's counsel with respect to a compromise and settlement of the action with a view to settling all issues in dispute and achieving the best relief possible consistent with the interests of the Class. The parties also participated in

settlement conferences presided over by Hon. Dennis Curtis, Parajudicial Officer, on May 29, 2008.

D. Class Counsel, while maintaining that Plaintiff and Class Members would ultimately prevail on all issues in this lawsuit, has concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate to Plaintiff and to Class Members and in their best interests, based on the representations by Defendant's Counsel that there are 430 members of the proposed class. Plaintiff has agreed to settle the claims raised in the action, subject to the approval of this Court, pursuant to the terms and provisions of this Settlement Agreement, after considering (a) the benefits that Plaintiff and Class Members will receive from settlement of the action, (b) the attendant risks of litigation, and (c) the desirability of permitting a settlement to be consummated as provided by the terms of this Settlement Agreement.

E. Hecker denies any wrongdoing or liability whatsoever with respect to any allegation or claim in the Complaint, and this Settlement Agreement shall in no event be construed or deemed to be evidence of an admission or concession on the part of Hecker with respect to any allegation or claim, or of any wrongdoing or liability whatsoever, or any infirmity in any of the defenses that Hecker may have asserted in the action. Nor shall this Settlement Agreement be construed or deemed to be a concession by Plaintiff of any infirmity in the claims asserted in the action.

F. Hecker, while continuing to deny all allegations of liability, also desires to settle, compromise and terminate Plaintiff's and Class Members' claims against it, including those claims that were not certified by the Court, in order to avoid the further substantial expense, inconvenience, and distraction of potentially burdensome and

protracted litigation, including proceedings relating to class, and to put to rest forever all claims which have or could have been asserted against Hecker in this Action or which arise from or are in any way related to the acts, transactions or occurrences alleged in the Complaint.

NOW THEREFORE, without any admission or concession whatsoever on the part of Plaintiff of any lack of merit of the action, and without any admission or concession whatsoever of any liability or wrongdoing or lack of merit in the defenses by Hecker, it is hereby STIPULATED AND AGREED, by and among the parties to this Settlement Agreement, through their respective attorneys, subject to approval of the Court pursuant to Federal Rules of Civil Procedure 23, in consideration of the benefits flowing to the parties hereto from the Settlement (as defined below), that all Settled Claims (as defined below) shall be FULLY AND FINALLY COMPROMISED, SETTLED, RELEASED AND DISMISSED WITH PREJUDICE, upon and subject to the terms and conditions set forth below:

CERTAIN DEFINITIONS

1. As used in this Settlement Agreement, the following terms shall have the following meanings:

(a) "Class" means all those individuals who are natural persons and who are residents of the State of Connecticut who were subject to collection efforts by Hecker during the Class Period.

(b) "Class Member" means each person who is in the Class, who is listed on Exhibit A attached hereto, and who has not submitted a Request for Exclusion as provided in Paragraph 7.

(c) "Class Period" means the period of time beginning on November 16, 2006 and terminating on March 30, 2008.

(d) "Collection Efforts" means a collection letter was sent to a Class Member during the Class Period in order to collect a debt, within the meaning of the FDCPA.

(e) "Court" means the United States District Court for the District of Connecticut located in New Haven, Connecticut.

(f) "Defendant" means Lawrence Hecker ("Hecker").

(g) "Defendant's Counsel" means Jonathan D. Elliot, Zeldes, Needle & Cooper, P.C. of Bridgeport, Connecticut.

(h) "Plaintiff's Counsel" and/or "Class Counsel" means Daniel S. Blinn of Consumer Law Group, LLC. Of Rocky Hill, Connecticut

(i) "Settlement Fund" means the payment that is made by Hecker pursuant to this Settlement Agreement.

(j) "Effective Date" means the date upon which the Settlement contemplated by this Settlement Agreement shall become effective, as set forth in Paragraph 11 below.

(k) "Order Concerning Class Certification, Notice and Scheduling" means the proposed order in the form attached hereto as Exhibit B.

(l) "Mailed Notice" means the "Notice of Pendency of Class Action, Proposed Settlement and Hearing", which is to be sent by mail to Class Members in the form attached hereto as Exhibit C.

(m) "Claim Form" means the "Claim for Benefits" attached hereto as Exhibit D.

(n) "Order and Final Judgment of Dismissal" means the proposed order in the form attached hereto as Exhibit E.

(o) "Released Parties" means Hecker and any entities and persons who acted or who may have been alleged to have acted in concert with Hecker, together with each of their respective present, former or future directors, officers, partners, associates, employees, agents, servants, accountants, auditors, insurers, reinsurers, appraisers, investment advisers, underwriters, attorneys, brokers, subsidiaries, affiliates, parents, predecessors in interest, successors, assigns (whether express or by implication or operation of law), heirs, executors, personal representatives, estates, administrators, and legal representatives.

(p) "Settled Claims" means any and all direct, representative, individual or class rights, claims, and causes of action, of any nature whatsoever, whether known or unknown, pled or unpled, for compensatory damages, punitive damages, or any other relief, monetary or injunctive, which were or might have been brought by any Class Member, individually or on behalf of others, whether brought under state or federal law of the United States, against the Released Parties, based upon, arising out of, or in any way related to acts, omissions, misrepresentations, facts, events, matters, transactions, or occurrences before or during the Class Period relating to or arising out of the Defendant's debt collection practices and procedures, including any and all claims which were or which could have been brought in any of the complaints that were filed in this Action, including, without limitation, any allegation or claim in the Complaint.

(q) "Settlement" means the settlement contemplated by this Settlement Agreement.

2. Hecker shall make a payment of \$4,000 into a Settlement Fund that is to be maintained and administered by Class Counsel for the benefit of the Class Members. Each Class Member who wishes to make a claim for a portion of the Settlement Fund shall submit the Claim Form to Class Counsel in the manner directed on the Claim Form, which Claim Form must be post-marked no later than the date approved by the Court in the Order Concerning Class Certification, Notice and Scheduling. Class Counsel shall forward copies of all Claim Forms to Defendant's Counsel and shall make payment to those Class Members who timely submit Claim Forms as follows:

(a) Those Class Members who received a collection letter from Hecker who submit Claim Forms shall receive a pro rata share of the Settlement Fund. The total distributions made pursuant to this subparagraph 2(a) shall be limited to \$4,000.

(b) In no event shall the distributions made under this subparagraph 2(a) exceed \$1,000 to any individual class member.

(c) In the event that not all of the Settlement Fund is distributed to Class Members, any balance shall be returned to Defendant's counsel for the benefit of Hecker.

3. Hecker shall pay, subject to Court approval and in addition to and not out of the Settlement Fund described in paragraph 2 above:

(a) to Class Counsel, reasonable attorneys' fees, in an amount up to \$16,500, in four monthly installments commencing after the Effective Date.

(b) to Plaintiff, a class representative fee of \$2,000, payable in two monthly installments after the Effective Date.

4. As soon as is reasonably practicable, the Settling Parties shall apply jointly to the Court for an Order Concerning Class Certification, Notice and Scheduling substantially in the form of Exhibit B and which addresses, among other things:

(a) Approving, as to form and content, the proposed Mailed Notice attached hereto as Exhibit C and the mailing of the Mailed Notice by first class mail to all Class Members.

(b) Approving, as to form and content, the proposed Claim form attached hereto as Exhibit D and prescribing a period of time by which Class Members may submit a claim form and a process for the handling of claims.

(c) Prescribing a period of time during which Class Members may submit a request to be excluded from the Class or object to the Settlement of this lawsuit; and

(d) Scheduling a final Hearing to consider the approval of the Settlement and dismissal of this lawsuit.

5. Subject to approval by the Court, the Settling Parties stipulate and agree that notice will be provided according to the following procedures:

(a) Defendant's Counsel shall deliver by first-class mail the Mailed Notice to all Class Members identified on the Class List at their addresses appearing thereon in an envelope containing Defendant's Counsel's return address. Any notices returned to Defendant's Counsel:

(i) with a forwarding address on them shall be forwarded by Defendant's Counsel;

(ii) without a forwarding address on them, shall be examined by Defendant's Counsel, who will undertake additional efforts to locate these Class Members,

including utilization of skip-tracing tools and resources that it regularly utilizes in its business and shall forward the notices to those class members, for whom more recent addresses are obtained.

(b) All parties shall have a continuing obligation to inform the other parties of any additions, changes, updates or corrections to the Class List.

6. The Mailed Notice shall be substantially in the form attached hereto as Exhibit C. Defendant shall submit proof of mailing of Mailed Notices and Class Counsel shall submit proof of the forwarding of undelivered Mailed Notices to the Court as part of the application for final approval of the Settlement.

7. Any Class Member may elect to be excluded from this Settlement and from the forwarding by opting out of the Class. Any such Class Member must give written notice of the election to be excluded to Defendant's Counsel, who shall promptly provide copies of all such notices to Class Counsel. The opt-out request must be substantially in the form of the Request For Exclusion Form contained in the Mailed Notice attached hereto as Exhibit C postmarked on or before the date specified in the Mailed Notice. Class Counsel agrees that it will not encourage or solicit any Class Member to opt out of the class in order to file a separate lawsuit.

8. At least ten (10) days prior to the Hearing, Class Counsel shall apply to the Court for (i) an award of reasonable attorneys' fees and costs, not greater than \$16,500, and (ii) a class representative fee in an amount not greater than \$2,000 to Plaintiff. These fees are to be paid by Hecker in addition to, and not out of, payments Hecker makes to the Settlement Fund and shall be paid to Class Counsel in four monthly installments after the Effective Date, notwithstanding the existence of any timely-filed objections thereto, or

potential for appeal therefrom, or such collateral attack as may be permitted by law on the Settlement or any part thereof, subject to Class Counsel's obligation to make appropriate refunds or repayments to Hecker if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or cost award is reduced or reversed. It is specifically understood and agreed that the award of reasonable attorneys' fees and costs and the class representative fee shall constitute the exclusive award of fees, expenses and costs pursuant to this Settlement Agreement. The Settling Parties affirm that these fees were negotiated under the auspices of Hon. Dennis Curtis, Parajudicial Officer, only after the Settlement Fund was negotiated, and Defendant agrees that he will not object to an award of these fees.

9. At the time of the Hearing to approve this Settlement Agreement, the Settling Parties shall jointly move the Court for an Order and Final Judgment of Dismissal, substantially in the form annexed hereto as Exhibit E, dismissing the claims asserted in this lawsuit with prejudice and on the merits. The dismissal shall not be asserted or construed to extinguish or bar the assertion of any Class Members' claims, if any, which are not otherwise extinguished or barred by the release provided for in paragraph 12 below.

10. Any Class Member who does not opt out of the Settlement shall be bound by all of the terms of this Settlement Agreement, including the terms of the Judgment to be entered in this lawsuit and the releases provided for in this Settlement Agreement, and shall be barred from bringing any lawsuit against the Released Parties concerning any of the Settled Claims.

11. The Settlement Agreement shall become effective (the "Effective Date") only upon satisfaction of each and all of the following conditions, unless otherwise specified

herein or unless one or more of such conditions is waived or modified by Class Counsel and the Defendant's Counsel:

- (a) full execution of the Settlement Agreement by the Class Counsel and the Defendant's Counsel;
- (b) entry of the Order Concerning Class Certification, Notice and Scheduling, substantially in the form of Exhibit B;
- (c) entry of the Order of Final Judgment, substantially in the form of Exhibit E; and
- (d) the Order of Final Judgment becoming final, that is:
 - (i) if an appeal is not taken and review is not sought by any person from the Order of Final Judgment in the action, the 31st day after the entry of the Order of Final Judgment; or
 - (ii) if any person moves for an extension of the date for taking an appeal or seeking review in the Action, the fifth day after the date of entry of an order denying such motion (if such motion is denied and such day is later than the 31st day after entry of such Order of Final Judgment); or
 - (iii) the fifth day after the date of expiration of the extension if an appeal is not taken or review is not sought (if such motion is granted); or
 - (iv) if an appeal is taken or review is sought from the Order of Final Judgment in the action, the fifth day after the date on which the right of subsequent appeal expires.
- (e) For purposes of subparagraph (d)(iv), the term "right of subsequent appeal" shall mean not only any such right as established by law but also any application

addressed to the discretion of a court, including, but not limited to an application for rehearing or reargument.

(f) The Effective Date shall not be delayed if an appeal is taken from or review is sought of the Order of Final Judgment or any other order in the action if such appeal or petition for review solely challenges the amount of attorneys fees and expenses allowed by the Court or the allocation of the Common Fund as between the Identified Class Members.

12. Upon the Effective Date, and subject to the contingencies contained herein, Plaintiff and each Class Member, as well as their heirs, successors, assigns, agents, attorneys, officers, directors, employees, shareholders, partners, and any other person acting on their behalf, shall be deemed (i) to have fully released and forever discharged each of the Released Parties from and against the Settled Claims; and (ii) to have covenanted not to sue any Released Party in any court in respect to any Settled Claims.

13. With the exception of such action as may be necessary to enforce this Settlement Agreement, the Plaintiff and all Class Members shall not voluntarily institute, promote, participate in, submit, file, or permit to be filed on their behalf, any lawsuit, charge, claim, complaint, or other proceeding relating to the Settled Claims identified in this Settlement Agreement.

14. If more than four (4) persons eligible for Class Membership elect to opt out of the Class, Hecker may elect to withdraw from this Settlement Agreement by providing written notice to Class Counsel of such election not later than five days before the final Hearing, in which case this Settlement Agreement shall be void and of no force and effect.

15. In the event this Settlement Agreement is terminated and/or voided, this lawsuit shall thereupon revert forthwith to its status prior to the date of the execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and related Orders and papers had not been executed. In that event, the Settlement Agreement and any amendment thereof shall be null and void and without further force and effect and shall not be used or referred to for any purpose whatsoever. Upon such termination, each party shall be restored to his, her, or its respective position as it existed prior to the execution of the Settlement Agreement.

16. This Settlement Agreement, whether or not consummated, and any proceedings taken pursuant to it, shall not be:

(a) Offered or received against the Defendant as evidence of:

(i) Any presumption, concession, or admission by the Defendant of the truth of any fact alleged by the Plaintiff or the validity of any claim that has been or could have been asserted in this lawsuit or in any litigation, or the deficiency of any defense that has been or could have been asserted in this lawsuit in any litigation, or of any liability, negligence, fault, or wrongdoing of Defendant; or

(ii) A presumption, concession or admission of any:

(1) fault, misrepresentation or omission with respect to any statement or written document approved or made by Defendant, or any other conduct of the Defendant, or as evidence of any infirmity in the claims of the Plaintiff and the Class; or

(2) liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the parties to this Settlement Agreement, in any other civil, criminal or administrative action or proceeding, other than such

proceedings as may be necessary to effectuate the provisions of this Settlement Agreement; provided, however, that if this Settlement Agreement is approved by the Court, Defendant may refer to it to effectuate the liability protection granted to it hereunder; nor

(b) Construed against Defendant or the Plaintiff or the Class as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after further proceedings in this lawsuit, summary judgment and trial.

17. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

18. All notices required to be given to Class Counsel in this Settlement shall be directed to: Daniel S. Blinn, Consumer Law Group, LLC, 35 Cold Spring Road, Suite 512, Rocky Hill, Connecticut 06067. All notices required to be given to Hecker shall be directed to: Jonathan D. Elliot, Zeldes, Needle & Cooper, P.C., 1000 Lafayette Boulevard, Bridgeport, Connecticut 06604.

19. The parties to this Settlement Agreement intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by the Class Members against the Released Parties with respect to the Settled Claims. Defendant agrees that this lawsuit is being voluntarily settled and that the terms of the Settlement, including the compensation to the Plaintiff and to Class Counsel, are fair, adequate and reasonable. The parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length in good faith by the parties hereto and reflect a Settlement that was reached voluntarily after consultation with experienced legal counsel.

20. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court and the Court shall retain jurisdiction for the purpose of entering orders, providing for awards of attorneys' fees and costs to Class Counsel, a class representative fee to the Plaintiff, and enforcing the terms of this Settlement Agreement. The reservation of jurisdiction by the Court over these matters will not affect the finality of the Order and Final Judgment of Dismissal in any way.

21. The Court has made no finding that Defendant engaged in any wrongdoing or wrongful conduct or otherwise acted improperly or in violation of any law, regulation, or duty in any respect.

22. The fairness, reasonableness, and adequacy of the Settlement may be considered and ruled upon by the Court independently of any award of fees or disbursements requested by Class Counsel or Plaintiff.

23. The waiver by one party of any breach of this Settlement Agreement by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

24. This Settlement Agreement and its exhibits constitute the entire agreement among the parties hereto concerning the Settlement of this lawsuit, and no representations, warranties, or inducements have been made by any party hereto concerning this Settlement Agreement and its exhibits other than those contained and memorialized in such documents.

25. The parties may request that the Court allow reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

26. Subsequent to the conclusion of all actions contemplated under this Agreement, should Class Counsel or any member of the class believe that the Defendant has failed to or not fully performed any obligation called for under the Agreement, the Defendant is to be so advised and afforded ninety (90) days in which to cure its performance under this Agreement, other than its payment obligations, which failures shall be cured promptly.

27. This Settlement Agreement may be executed in one or more counterparts, each of which shall be effective as an original, and may be executed by facsimile transmission of the parties' respective signatures. All executed counterparts shall be deemed to be one and the same instrument, provided that counsel for the parties to this Settlement Agreement shall exchange among themselves original signed counterparts. An original Settlement Agreement shall be filed with the Court.

28. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

29. The construction, interpretation, operation, effect and validity of this Settlement Agreement, and all documents necessary to effectuate it, shall be governed by the substantive law of the State of Connecticut.

30. All persons executing this Settlement Agreement and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

31. The parties, Class Counsel, and the Defendant's Counsel agree to cooperate fully with one another in seeking Court entry of the Order Concerning Notice and

Scheduling and approval of the Settlement, and to promptly agree upon and execute all such other documentation containing such terms and conditions as to which they reasonably can agree, as may reasonably be required to effect final Approval of the Settlement.

**PLAINTIFF,
ERNEST LEMIRE**

By: s/s Daniel S. Blinn

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**DEFENDANT,
LAWRENCE HECKER**

By: /s/Jonathan D. Elliot

Jonathan D. Elliot, ct15762
Zeldes, Needle & Cooper, P.C.
1000 Lafayette Boulevard
Bridgeport, CT 06604
Tel: (203) 333-9441
Fax: (203) 333-1489
Juris No. 69695
Email: jelliot@znclaw.com

EXHIBIT A

TO BE PROVIDED

EXHIBIT B

IT IS HEREBY ORDERED:

1. The court's prior order scheduling a hearing and setting a deadline for class members to opt-out is hereby vacated.

2. This case shall proceed as a class action for purposes of determining whether the proposed settlement is fair, reasonable, and adequate.

3. The class shall consist of all individuals who were all those individuals who are natural persons and who are residents of the State of Connecticut who were subject to collection efforts by Hecker between November 16, 2006 and March 30, 2008.

4. Pending resolution of the settlement proceedings, the Court hereby asserts jurisdiction over the members of the class for purposes of effectuating the Settlement and releasing their claims.

5. The Court approves, as to form and content, the "*Notice of Pendency of Class Action, Proposed Settlement and Hearing*" annexed as *Exhibit C* to the *Settlement Agreement*, and finds that the mailing of the notice to class members substantially in the manner and form set forth in the *Settlement Agreement* meets the requirements of Rule 23(e)(1)(B) and due process, is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The notice shall be mailed to class members on or before **August 29, 2008**. Class Counsel shall post the *Settlement Agreement* on his firm's website as contemplated in Exhibit C and shall keep it on the website at least until the final disposition of

this matter. At or before the fairness hearing provided for by this Order, Defendant's Counsel shall serve on Class Counsel and file with the Court, proof by affidavit of the aforesaid mailings and the forwarding of mail that was returned, as provided for in the Settlement Agreement.

6. Class members shall be bound by all determinations and judgments in this case relating to the proposed settlement, whether favorable or unfavorable, unless such persons shall submit a written request for exclusion ("Request for Exclusion") from the class, to be postmarked no later than **October 24, 2008** addressed to Defendant's Counsel. The Request for Exclusion shall identify the name and current address of the person seeking exclusion and clearly indicate that the sender requests to be excluded from the Class. A member of the Class who duly requests to be excluded in accordance with the provisions hereof shall be excluded from the Class, will not be bound by any orders or judgments entered in this case relating to this settlement and shall not receive any benefits provided for in the Settlement Agreement in the event it is approved by the Court.

7. Class Counsel may contact any person who has requested to opt out, or such person's counsel if the person is represented, to discuss that person's reason for requesting exclusion. If any person who has requested to opt out of the Class elects to rescind the request and so notifies Class Counsel, that person's request for exclusion shall be deemed null and void.

8. All members of the Class who do not request exclusion therefrom may enter an appearance in this case, personally or through counsel of their own choice and at their own expense. If they do not enter an appearance, they will be represented by Class Counsel.

9. Any member of the Class who has not requested exclusion therefrom in the manner

provided for in this Order may appear and show cause, if he or she has any, why the proposed settlement of this case should or should not be approved as fair, reasonable and adequate, or why a judgment should or should not be entered thereon or why the requested fees should or should not be awarded to Class Counsel; provided, however, that no class member or any other person shall be heard or entitled to contest the approval of the terms and conditions of the proposed settlement, or, if approved, the judgment to be entered thereon approving the same, or the amount of attorneys' fees to be awarded to Class Counsel, unless that person has filed the original and one copy of a written statement containing his or her name and address, the reasons for objections, an indication that he or she wishes to appear and be heard at the hearing and, if desired, a memorandum of supporting authorities, and any other papers to be submitted, on or before **October 24, 2008**. In addition, Class Counsel is ordered to promptly forward copies of these papers to counsel for Defendant. Any member of the Class who does not make the objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed settlement as incorporated in the Settlement Agreement and to the award of attorneys' fees to Class Counsel or a class representative fee to the Class Representative.

10. A final hearing (the "Hearing") shall be held before this Court on **November 5, 2008** **at United States District Court, District of New Haven**, to determine (i) whether the proposed settlement of this case on the terms and conditions provided for in the Settlement Agreement is fair, reasonable and adequate to members of the classes and should be approved finally by the Court, and (ii) the reasonableness of the plaintiff's requests for attorneys fees and costs.

11. No later than ten (10) calendar days prior to the Hearing, Class Counsel shall file with

this Court and serve on opposing counsel copies of (a) submissions in support of the proposed Settlement; and (b) applications for a class representative fee and for attorneys' fees and costs. Additionally, counsel shall be permitted (but are not obligated) to file additional submissions responsive to issues raised by any Class member's objection. Counsel shall serve a copy of any such responsive submissions on opposing counsel and also on the person (or his or her counsel) who made the objection to which the submission is responsive.

12. In the event the *Settlement Agreement* terminates pursuant to its terms for any reason, upon motion by any party, the certification of the Settlement Class pursuant to this order shall be vacated automatically and this action shall revert to its status immediately prior to the execution of the *Settlement Agreement*.

13. The Court reserves the right finally to approve the *Settlement Agreement* with modifications and without further notice to members of the Class, to adjourn the date of the hearing and any adjournment thereof without further notice to the members of the Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed settlement.

SO ORDERED this 13th day of Aug, 2008

/s/ Peter C. Dorsey, SJSDJ

Peter C. Dorsey
Senior Judge,
United States District Court

EXHIBIT C

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

ERWIN LEMIRE,	:	CIVIL ACTION NO:
Plaintiff,	:	3:07CV1696 (PCD)
	:	
v.	:	
	:	
LAURENCE A. HECKER,	:	
Defendant.	:	AUGUST 13, 2008

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT AND HEARING**

**PLEASE READ THIS NOTICE CAREFULLY.
THIS NOTICE MAY AFFECT YOUR RIGHTS.**

This Is NOT An Attempt To Collect Money From You.

**This Is NOT A Notice Of A Lawsuit Against You.
You May Benefit From Reading This Notice.**

A class action lawsuit has been brought against Laurence Hecker, and you have been identified as a potential member of the class. The lawsuit was brought by the plaintiff, Erwin Lemire, against Laurence Hecker ("Hecker"). This notice explains the nature of the lawsuit and informs you of your legal rights.

WHAT THIS LAWSUIT IS ABOUT AND STATUS OF THE LAWSUIT

Erwin Lemire claims in this class action that Hecker violated the federal Fair Debt Collection Practices Act ("FDCPA") by seeking to collect amounts from Connecticut residents without obtaining a license as a consumer collection agency from the Connecticut Department of Banking. Hecker denies that he violated the FDCPA or otherwise engaged in any wrongdoing. The Court has not decided whether the FDCPA was violated or whether Hecker is liable.

The parties have now reached a proposed agreement to settle the lawsuit (the "Settlement Agreement") and have asked the Court to approve the Settlement Agreement. The Court will approve the Settlement if it determines that the Settlement is fair, reasonable, and adequate to the Class Members.

SUMMARY AND VALUE OF THE PROPOSED SETTLEMENT

The proposed Settlement provides for a monetary recovery by the Class in the amount of \$4,000 (the "Class Recovery"). The Class Recovery will be distributed based upon the number of Class Members who submit a Claim Form. Class Members submitting a Claim Form will share proportionately in the Class Recovery; provided, however, that no Class Member shall receive more than the sum of One Thousand (\$1,000.00) Dollars from the Class Recovery. There are approximately 430 individuals in the class. If 100 Class Members submit a Claim Form, each will receive the sum of \$40.00. Class Members who do not submit a Claim Form will receive no monetary compensation.

Hecker will also pay a reasonable attorney's fee in the amount of up to \$16,500 and will pay a class representative fee of up to \$2,000 to the Plaintiff, subject to court approval.

Although an individual prevailing in an action under the Fair Debt Collection Practices Act may collect up to \$1,000 as statutory damages plus any actual damages, Hecker has raised potentially meritorious defenses to the lawsuit, and it is possible that there would be no recovery if the case is not settled. This settlement is the result of serious negotiations and was reached after settlement conference with a Parajudicial Officer assigned by the District Court to assist the parties in resolving the controversy. Class Counsel believes that the settlement is fair, reasonable, and adequate and recommends that the class members participate in the settlement.

In order to obtain the benefits of the Settlement, you will need to mail a claim form, which is enclosed with this notice, no later than October 24, 2008.

SETTLEMENT HEARING

There will be a hearing (the "Settlement Hearing") on November 5, 2008

at 10:00 AM, at the United States District Court for the District of Connecticut, 141 Church Street, New Haven, Connecticut. You are not required to attend this hearing, but you are permitted to do so. At the Settlement Hearing, the Court will decide whether the Settlement is fair, reasonable, and adequate, and in the best interests of the Class Members and whether it should be approved. The Court will also decide whether it should approve of the amounts that the Defendant has agreed to pay Class Counsel and the Plaintiff. The Court will also hear any objections and arguments about the Settlement.

The Court has reserved the right to adjourn the Settlement Hearing by oral announcement at the hearing, and without further notice.

RIGHTS OF CLASS MEMBERS

Class Members have three options with respect to this lawsuit:

- ***Remain a Class Member and do nothing; or***
- ***Remain a Class Member and file a claim form;***
- ***Exclude yourself from the Class.***

Option 1

Remain a Class Member and do nothing. If you do not exclude yourself, do not mail back a claim form, and you have no objection to the proposed Settlement, you will remain a Class Member. **You will not receive any money unless you submit a claim form.**

Option 2

Remain a Class Member and file a claim form. If you want to remain a Class Member and also want to receive compensation, then you must complete and mail the enclosed Claim Form to Class Counsel: Daniel S. Blinn, Consumer Law Group, LLC, 35 Cold Spring Road, Suite 512, Rocky Hill, CT 06067. The claim form must be postmarked or hand-delivered by October 24, 2008.

Option 3

Exclude yourself from the class. You have a right to exclude yourself from the class (which is called "opting out"). If you exclude yourself from the class, you will not receive any benefits from the Settlement or from a judgment in this Lawsuit, but you will have the right to file your own lawsuit and to pursue your claims against Hecker separately. If you want to exclude yourself from the class, you must complete and mail the attached Opt-Out Form to Jonathan D. Elliot, Zeldes, Needle & Cooper, P.C., 1000 Lafayette Boulevard, Bridgeport, Connecticut 06604. Your envelope must be postmarked or hand-delivered on or before October 24, 2008.

If you are a Class Member and you do not mail or hand-deliver the signed Opt-Out Form by the October 24, 2008 deadline, you will remain a Class member. This means you will receive any benefits from any settlement (if you submit a claim form), or from any judgment in this Lawsuit, but you will lose the right to pursue any FDCPA or other related claims against Hecker on your own, and you will be bound by any judgment of the court. If you remain a Class Member, you have the right to hire your own attorney (at your own expense) to represent you in this lawsuit or to enter an appearance in this lawsuit yourself and represent yourself. If you do not hire your own attorney or choose to represent yourself, you will be represented in this lawsuit, at no cost to you, by Class Counsel.

If you remain a Class Member and you submit a claim form, then, if the Settlement is approved, you and the other Class Members who submit claim forms will receive the benefits described in this notice. If the Settlement is not approved, you will still be considered a Class Member and this Lawsuit will go on. There is no guarantee that Class

Members will recover any benefits or that they will recover more than the amounts provided in the Settlement.

Class Members' Right to Object:

If you want to remain a Class Member but you object to the proposed Settlement (or any of the terms of the proposed Settlement), you must put your objection in writing. You must then send your objection to Class Counsel: Daniel S. Blinn, Consumer Law Group, LLC, 35 Cold Spring Road, Suite 512, Rocky Hill, Connecticut 06067, and Jonathan D. Elliot, Esq., Zeldes, Needle & Cooper, P.C., 1000 Lafayette Boulevard, Bridgeport, Connecticut 06604. You must include copies of any documents you plan to present to the Court at the hearing. Your objection and supporting documents must be postmarked or hand-delivered on or before October 24, 2008. Any person who fails to object to the proposed Settlement as described above will lose the right to object to it later in this or any other legal action. If the proposed Settlement is approved despite your objection, you will still receive the benefits of the Settlement and will be bound by its terms. You may object to the settlement even if you submit a claim form.

If you have any questions, you may contact Attorney Daniel S. Blinn at 860-571-0408.

EXAMINATION OF PAPERS AND INQUIRES

This Notice does not purport to be a comprehensive description of the Action or the Settlement Agreement. For a more detailed statement of the matters involved in this litigation, reference is made to the pleadings, the orders entered by the Court, and other papers filed in this litigation, which, unless sealed, may be inspected by contacting the Clerk, United States District Court for the District of Connecticut, 450 Main Street, Hartford, Connecticut, 06106, during regular business hours of each business day. Additionally, the full settlement agreement is available on-line at www.consumerlawgroup.com/classactions/hecker.html

ALL INQUIRES REGARDING THIS LITIGATION SHOULD BE ADDRESSED TO CLASS COUNSEL. PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE OR THE DEFENDANT'S COUNSEL FOR INFORMATION.

BY ORDER OF THE UNITED STATES DISTRICT COURT DISTRICT OF CONNECTICUT,

Dated: August 13, 2008

HON. PETER C. DORSEY, SR. JUDGE, U.S.D.C.

REQUEST FOR EXCLUSION

3:07CV1696 (PCD)

ERWIN LEMIRE

v.

LAURENCE A. HECKER

UNITED STATES DISTRICT COURT

DO NOT SUBMIT THIS FORM IF YOU WANT TO BE INCLUDED IN THE CLASS ACTION.

**IF YOU WISH TO MAKE A CLAIM,
THEN YOU NEED TO SUBMIT A DIFFERENT FORM**

PLEASE EXCLUDE ME FROM THE CLASS. I DO NOT WANT TO PARTICIPATE IN THE CLASS ACTION LAWSUIT AGAINST LAURENCE HECKER

NAME: _____

ADDRESS: _____

PHONE: _____

Instructions: If you wish to **exclude** yourself from the class you must complete this Opt-Out Form and mail or hand-deliver this form to: Jonathan D. Elliot, Zeldes, Needle & Cooper, P.C., 1000 Lafayette Boulevard, Bridgeport, Connecticut 06604 by October 24, 2008. If you exclude yourself, you will no longer be a Class Member, will not be bound by any judgment in this lawsuit, and will not participate in any recovery obtained on behalf of the Class Members, but you will retain the right to bring your own lawsuit. If you wish to be **included** in the class action, do **not** return this form.

If you wish to remain in the class **and** you also wish to pursue a claim to recover amounts paid to Hecker as a result of a collection action, then you should **not** return this form but should instead return the Claim Form as described in the notice.

EXHIBIT D

CLAIM FORM

3:07CV1696 (PCD)
ERWIN LEMIRE

v.

LAURENCE A. HECKER

UNITED STATES DISTRICT COURT

Instructions: In order to receive any money from the settlement, you must complete this Claim Form and deliver it to Class Counsel: Daniel S. Blinn, Consumer Law Group, 35 Cold Spring Road, Suite 512, Rocky Hill, CT 06067, ATTN: Hecker Class Action, on or before **October 24, 2008**. If you mail this form, be sure it is postmarked on or before the deadline of October 24, 2008.



I certify that I am the individual to whom this notice is addressed and that the debt that Laurence A. Hecker collected or attempted to collect from me was a debt incurred for personal, family, or household purposes. I may submit a form regardless of whether I dispute the debt.

SIGNED: _____

PRINTED NAME: _____

ADDRESS: _____

Check this box if this is a new address

PHONE: _____

EXHIBIT E

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

ERWIN LEMIRE, INDIVIDUALLY
AND ON BEHALF OF ALL OTHERS SIMILARLY
SITUATED,

Plaintiff

v.

LAURENCE A. HECKER
Defendant

CASE NO: 3:07CV1696(PCD)

_____, 2008

ORDER AND FINAL JUDGMENT OF DISMISSAL

THIS MATTER has come before this Court seeking approval of the proposed settlement (the "Settlement") set forth in the *Settlement Agreement And Release* (the "*Settlement Agreement*") dated July 24, 2008 and filed with the Court. This Court has considered all papers filed and proceedings had herein, and otherwise is fully informed in the matter, and has determined that the proposed Settlement set forth in the *Settlement Agreement* should be approved as fair, reasonable, and adequate. The total number of Class Members (as that term is defined in the *Settlement Agreement*) is approximately 430. Actual notice was sent by first-class mail to all Class Members at their last known mailing addresses in Defendant's records. Additionally, Defendant's Counsel attempted to obtain more recent addresses as to Class Members whose initial notices were returned as undeliverable, and then re-mailed the notices to the newer addresses. There were ___ objections to the Settlement and ___ Class Members opted-out of this lawsuit.

The Court hereby enters this Final Judgment and Order of Dismissal with Prejudice (the

“Final Judgment”), which constitutes a final adjudication of this matter on the merits. Good cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. This Court has jurisdiction over the subject matter of this lawsuit with respect to all claims asserted, and personal jurisdiction over all parties to this lawsuit.

2. The definitions of terms set forth in the *Settlement Agreement* and in the *Order Concerning Notice and Scheduling* entered by this Court on _____, 2008 are incorporated herein as though fully set forth in this Final Judgment.

3. The Court hereby finds that the requirements for certification of the class pursuant to Rule 23(a) are satisfied. The class is sufficiently numerous that it would be impracticable for the class members to be joined in this action. There are common questions of law and fact between the Plaintiff and the other members of the class. The Plaintiff’s claim is typical of the class members. The plaintiff is an adequate representative of the class, insofar as he has no interests that are adverse to the class members, and Daniel S. Blinn, his attorney, has sufficient experience and resources to adequately represent the class.

4. The Court hereby finds that the requirements for certification of the class pursuant to Rule 23(b)(3) are also satisfied. The common questions of fact and law raised in this action predominate over any individualized questions. A class action is superior for other means to address the controversy insofar as the class members do not appear to have an interest in

individually controlling the prosecution of this action, there have not been significant claims brought by class members against the Defendant, it is desirable to concentrate the litigation in this forum, and it is unlikely that there will be any difficulties to be encountered in the management of a class action.

5. The Court hereby approves the Settlement set forth in the *Settlement Agreement* and finds that said Settlement is, in all respects, fair, reasonable, and adequate to the Class Members.

6. Plaintiff, individually and on behalf of the Class Members, sought relief, *inter alia*, from Defendant's conduct allegedly undertaken in violation of the Fair Debt Collection Practices Act.

7. Due notice was provided to all potential Class Members. Such notice advised potential Class Members that they would be treated as Class Members unless they opted out by procedures set forth in the notice. ____ Class Members has/have exercised the right to opt out of the class. All remaining Class Members are bound by this Final Judgment.

8. The parties are ordered promptly to carry out their respective obligations under the *Settlement Agreement*.

9. Neither this Final Judgment nor the *Settlement Agreement* or the fact that this case has been settled (a) is an admission, concession, or indication by Defendant of the validity of any claims in this case or of any liability, wrongdoing, or violation of law by Defendant; (b) shall be

used as an admission of any fault, liability or wrongdoing by Defendant; or (c) shall be offered or received in evidence as an admission, concession, presumption or inference against Defendant in any proceeding other than such proceedings as may be necessary to consummate or enforce this Stipulation or the provisions of any related order, notice, agreement or release, or to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense.

10. This Court hereby dismisses this lawsuit on the merits and with prejudice against all persons who are Class Members as to all Settled Claims against Defendant, as those terms are defined in the *Settlement Agreement*.

11. All Class Members are hereby conclusively deemed to have released and discharged Defendant as to all Settled Claims. Notwithstanding the above, Plaintiff and the other Class Members have not released or discharged Defendant from performing their obligations under the *Settlement Agreement*.

12. All Class Members are hereby barred and permanently enjoined from prosecuting, commencing, or continuing any of the Settled Claims against Defendant.

13. The “*Notice of Pendency of Class Action, Proposed Settlement and Hearing*” annexed as *Exhibit C* to the *Settlement Agreement* which sets forth the principal terms of the *Settlement Agreement*, together with the manner of distribution of said notice by first-class mail to all Class Members who could be identified through reasonable efforts as entitled to

compensation under the *Settlement Agreement*, constituted the best notice practicable under the circumstances. Said notice fully satisfied the requirements of Rule 23(e)(1)(B) and the requirements of constitutional due process.

14. For good cause shown, Class Counsel is collectively awarded fees of \$16,500, inclusive of costs and expenses, payable by Defendant to Class Counsel as provided in the *Settlement Agreement*.

15. Plaintiff is awarded \$2,000 as compensation related to his additional time, efforts, and initiative in assisting prosecution of this lawsuit as class representative, payable by Defendant as provided in the *Settlement Agreement*.

16. Class Counsel is hereby ordered to submit a report to the Court, with a copy to Defendant's counsel, within 60 days following the deadline for the submission of claims, detailing the number of claims that were made by Class Members and providing an accounting of the distribution of the Settlement Fund.

17. Without affecting the finality of this judgment in any way, the Court hereby retains continuing jurisdiction over (a) implementation of this Settlement and distributions to Class Members and others; (b) disposition of Settlement funds; (c) this lawsuit until this Final Judgment becomes effective and each and every act agreed to be performed pursuant to the *Settlement Agreement* has been performed; and (d) all parties to this lawsuit and the Class Members for the purpose of enforcing and administering the *Settlement Agreement*.

18. This Order constitutes a final judgment.

SO ORDERED this ___ day of _____, 2008

Peter C. Dorsey
Senior Judge, United States District Court