

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF PENNSYLVANIA**

TIMOTHY HASTON, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

RESURGENT CAPITAL SERVICES, L.P.,  
FRONTLINE ASSET STRATEGIES, LLC,  
and JOHN DOES 1-5,

Defendants.

Case No. 2:20-cv-01008-WSH

**MEMORANDUM IN SUPPORT OF PLAINTIFF'S MOTION  
TO CERTIFY CLASS FOR SETTLEMENT PURPOSES AND  
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

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## **I. INTRODUCTION**

Plaintiff seeks preliminary approval of the Parties' Settlement Agreement.<sup>1</sup> The Court should grant preliminary approval of the Agreement because the Agreement is fair and reasonable, provides full relief to the Class, and avoids the delay, risk, and expense of continued litigation.

## **II. HISTORY OF THE LITIGATION**

Plaintiff filed this case on June 4, 2020, and Defendants removed the case on July 6, 2020. (Doc. 1.) After the Court denied Defendants' original and renewed motions to compel arbitration, Defendants filed an answer on October 27, 2022. (Docs. 14, 28, 31.)

Discovery began on December 9, 2022, the date Plaintiff served his first set of discovery on Defendants. Defendants responded on January 20, 2023, but their responses were deficient. Plaintiff served a deficiency letter on February 7, 2023. The Parties met and conferred, after which Defendants produced supplemental responses on April 14, 2023. Defendants also served discovery on Plaintiff on January 4, 2023, to which Plaintiff responded on February 17, 2023.

While discovery progressed, the Parties engaged in mediation, submitting their mediation briefs on July 31, 2023. The Parties then participated in mediation on August 7, 2023. (Doc. 56.) The case was resolved at mediation. (*Id.*)

Currently before the Court is Plaintiff's motion to preliminarily approve the Settlement Agreement reached by the Parties and certify the Class for purposes of providing Class Notice to the Settlement Class Members.

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<sup>1</sup> All capitalized terms herein shall have the meanings set forth in the Settlement Agreement (attached as Exhibit A).

### **III. FACTUAL AND LEGAL BACKGROUND**

From April 1, 2020, to March 17, 2021, Haston and close to 3,500 other persons received a letter from Defendants in which Defendants stated: “Unless you notify this office in writing within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid.” (Ex. B.)<sup>2</sup>

Haston argues that these letters misrepresented the ability to dispute debts. The FDCPA requires debt collectors to notify consumers that, “unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid[.]” 15 U.S.C. § 1692g(a)(3). Such disputes are effective if they are made orally or in writing. *Riccio v. Sentry Credit, Inc.*, 954 F.3d 582 (3d Cir. 2020). Haston and the putative class allege Defendants’ representation that such disputes are valid only when written is false and misrepresents the right to dispute a debt.

### **IV. SUMMARY OF THE AGREEMENT**

#### **A. Class Definition**

The Class is defined as: “all natural persons residing in Delaware, Pennsylvania, New Jersey, or the U.S. Virgin Islands who, from April 1, 2020, through March 17, 2021, received a letter from Defendants that stated in some form that Defendants would assume the debt at issue in the letter was valid unless a debtor sent a written dispute to Defendants.” (Ex. A ¶ 1.8.)

#### **B. Benefits To The Class**

Each Settlement Class Member can claim a share of the \$33,000.00, non-reversionary Claims Fund. (Ex. A ¶ 2.1.) This is the maximum that the class could recover. The FDCPA caps damages to the lesser of \$500,000 or 1% of a defendant’s net worth. 15 U.S.C. § 1692k(a)(2). The

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<sup>2</sup> Exhibit B is a true and correct copy of Defendants’ Supplemental Answers to Plaintiff’s First Set of Interrogatories.

highest range for Defendants' net worth is \$3,300,000.00. (Exs. C, D.) As a result, the Claims Fund provides members of the Class with the maximum amount they could receive.

Class Members who submit a timely claim form will receive a *pro rata* distribution of the Claims Fund. (Ex. A ¶ 2.1.) If any money remains in the Claims Fund following distribution, it will be paid to a *cy pres* recipient. (*Id.*) No unclaimed money will revert to Defendants. (*Id.*)

### **C. Notice And Claim Form**

The Class Notice will be mailed to the Class as follows. Within twenty-one (21) days of preliminary approval, Defendants will provide the Class List to the Settlement Administrator.<sup>3</sup> (Ex. A ¶ 3.3.) The Class List will include the names and last known addresses of the Class Members. (*Id.* at ¶ 1.8.) Within twenty-one (21) days of receiving the Class List, the Settlement Administrator will mail the Class Notice, which will consist of the Short Form Notice in the form attached to the Agreement. (*Id.* at ¶ 3.3.) Prior to mailing the Short Form Notice, the Settlement Administrator will utilize the National Change of Address System. (*Id.*) The Settlement Administrator will re-mail the Short Form Notice to individuals whose Short Form Notices were returned as undeliverable and an alternate address can be reasonably located. (*Id.*)

The Class Notice also will be made available on a website. The Settlement Administrator will activate the Settlement Website by the Notice Deadline. (Ex. A ¶ 3.3.) The Settlement Website will host important documents, including the Complaint, Long Form Notice, Settlement Agreement, Preliminary Approval Order, and other information about the proposed settlement. (*Id.* at ¶ 1.22)

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<sup>3</sup> The Parties have selected Analytics, LLC to act as a Settlement Administrator to administer the Agreement, which they ask the Court to approve at the Preliminary Hearing. (Ex. A ¶ 1.19.) The Settlement Administrator will be responsible for a host of activities, including providing notice, maintaining a settlement website, distributing payments, providing monthly updates, and any other tasks necessary to effectuate the Agreement. (*Id.* at ¶ 3.1.)

After notice, the Settlement Class Members must submit the Claim Form to obtain relief. The Claim Form must be submitted by the Claims Deadline, which is sixty (60) days after the Settlement Administrator initially disseminates notice. (Ex. A ¶¶ 1.6, 3.4.) The Claim Form, as attached to the Agreement, will be used to submit claims. (*Id.* at ¶¶ 1.4, 3.4.) Members of the Class may submit a Claim Form by mail. (*Id.* at ¶ 3.4.) Members of the Class must provide all of the information requested on the Claim Form in order for a Claim Form to be deemed valid. (*Id.*) If any Claim Form is disallowed for any reason, the Settlement Administrator shall notify the Settlement Class Member within seven (7) days, who shall then have fourteen (14) days to resubmit a corrected Claim Form. (*Id.*)

**D. Payment Of Claims**

Within twenty-one (21) days of receiving the Claims Fund, which Defendants shall deposit with the Settlement Administrator within fourteen (14) days of the Effective Date, the Settlement Administrator will allocate the Claims Fund and mail equal payments to any claimants via U.S. Mail. (Ex. A ¶ 2.1.) Payment checks will be valid for ninety (90) days from the date on the payment notice enclosed with the check. (*Id.*) Any checks that remain uncashed after the above deadline will be paid to a *cy pres* recipient; no unpaid funds will revert to Defendants. (*Id.*)

**E. Attorneys' Fees And Costs; Service Award**

Defendants agreed to pay costs, attorneys' fees, and the Service Award separate and apart from the Claims Fund. Regarding fees and costs, Defendants have agreed to pay up to one hundred fifteen thousand (\$115,000.00) within 14 days of the Effective Date, and to pay any remaining costs of providing notice, implementing the Agreement, administering the Claims Fund, or fulfilling any other duties necessary to provide notice or administer the Agreement. (Ex. A ¶¶ 2.2, 2.3.) Regarding the Service Award, Defendants have agreed to pay an award of up to two thousand

five hundred dollars (\$2,500.00). (*Id.* at ¶ 2.2.) Class Counsel shall file an application seeking the attorneys' fees and costs as well as the Service Award from the Court. (*Id.*) All of these amounts, to the extent the Court awards them, will be paid separately from the Claims Fund. (*Id.* at ¶ 2.1.)

#### **F. Releases**

In exchange for the benefits of the Settlement, Plaintiff and the Settlement Class Members will forever release and discharge Defendants from the Settlement Class Released Claims. (Ex. A ¶ 2.4.) The Claims are limited to those “arising under the FDCPA and arising out of, or regarding the allegedly unlawful language contained in the letter at issue in this case, which language states Defendants would assume the debt at issue in the letter was valid unless a consumer sent a written dispute to Defendants.” (*Id.* ¶ 1.21.)

#### **G. Opt-Out And Objection Rights**

The Class Members have the right to opt-out of or to object to the Agreement within sixty (60) days following the initial mailing of the Class Notice. (Ex. A ¶¶ 1.16, 1.17, 3.5, 3.6.) Opt-out requests must be made in writing, while objections must be filed with the Court and served on the Parties. (*Id.* at ¶¶ 3.5, 3.6.) Individuals who opt-out may pursue claims individually. (*Id.* at ¶ 3.5.)

#### **V. ARGUMENT**

When a court is presented with a motion for preliminary approval of a class settlement agreement, “the court must first determine that the requirements for class certification under Rule 23(a) and (b) are met, and must separately determine that the settlement is fair to the class under Rule 23(e).” *In re NFL Players Concussion Injury Litig.*, 775 F.3d 570, 581 (3d Cir. 2014). As explained below, the class certification requirements of Rule 23(a) and (b) are met, as are the fairness factors of Rule 23(e). The Court should grant Plaintiff's motion.

**A. The Class Should Be Certified For Settlement Purposes**

To certify the Class, Plaintiff must satisfy the requirements of Rule 23(a) and at least one of the requirements of Rule 23(b). Fed. R. Civ. P. 23. Plaintiff seeks to certify the Class pursuant to Rule 23(b)(3). The Class satisfies all relevant Rule 23 requirements. The Court should certify the Class for purposes of granting preliminary approval and sending notice to the Class.

**1. The Requirements Of Rule 23(a) Are Satisfied**

**(i) Numerosity**

To establish numerosity, a class must be so numerous that joinder is impracticable. Fed. R. Civ. P. 23(a)(1). Numerosity is generally satisfied where the class has more than forty members. *In re Modafinil Antitrust Litig.*, 837 F.3d 238, 249-50 (3d Cir. 2016).

Numerosity is satisfied here because 3,495 individuals, like Haston, were sent the same form letter in which Defendants represented, “[u]nless you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will assume this debt is valid.” (Ex. B.)

**(ii) Commonality**

To establish commonality, common questions of law and fact must exist. Fed. R. Civ. P. 23(a)(2). “[T]he focus . . . is . . . ‘on whether the defendant’s conduct was common as to all of the class members.’” *In re Cmty. Bank of N. Va. Mortg. Lending Practices Litig.*, 795 F.3d 380, 397 (3d Cir. 2015) (quoting *Sullivan v. DB Invs. Inc.*, 667 F.3d 273, 298 (3d Cir. 2011)). “[A]s long as all putative class members were subjected to the same harmful conduct . . . , Rule 23(a) will endure many legal and factual differences among the putative class members.” *Id.* “What matters . . . [is] the capacity of a classwide proceeding to generate common answers apt to drive the resolution of the litigation.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011) (emphasis omitted).

Commonality is satisfied here. Plaintiff and all Settlement Class Members were subject to the same conduct: Defendants uniformly represented that disputes under the FDCPA are valid only if written, even though such disputes are valid whether made orally or in writing. Because Plaintiff and the Class Members were subject to a uniform representation, the common answer to whether this representation is false—or whether it misstates the rights of Plaintiff and the Class—will drive the resolution of their claims. Commonality is satisfied.

**(iii) Typicality**

To establish typicality, the claims or defenses of the representative parties must be typical of the claims of the class. Fed. R. Civ. P. 23(a)(3). “[C]ases challenging the same unlawful conduct which affects both the named plaintiff[] and the putative class usually satisfy the typicality requirement[.]” *Baby Neal v. Casey*, 43 F.3d 48, 58 (3d Cir. 1994). What matters is that the class representative’s “claim arises from the same event or practice or course of conduct that gives rise to the claims of the class members” and that the claims of the class representative and the members of the class are “based on the same legal theory.” *Id.*

Typicality is satisfied here. The claims of Plaintiff and the Class Members arise from the same course of conduct: Defendants’ uniform representation that Plaintiff and the Class Members could dispute the validity of debts only in writing, even though such disputes are effective either orally or in writing. Plaintiff’s challenge to this representation is typical of the Class Members’ challenges to the same and is based on the same legal theory. Typicality is satisfied.

**(iv) Adequacy**

To establish adequacy, the representative parties must fairly and adequately protect the interests of the class. Fed. R. Civ. P. 23(a)(4). Adequacy primarily examines “the interests and incentives of the class representatives, and the experience and performance of class counsel.” *In re Cmty. Bank*, 795 F.3d at 392; *see also In re NFL Players Concussion Injury Litig.*, 821 F.3d

410, 428 (3d Cir. 2016). A class representative can adequately represent a class if he understands his duties to the class, is willing to work to fulfill those duties, and has no interests that conflict with the interests of the class. *Lewis v. Curtis*, 671 F.2d 779, 788-89 (3d Cir. 1982).

Adequacy is satisfied here. Plaintiff will protect the interests of the Class and fulfill his duties to pursue this matter on their behalf. Plaintiff understands that he must look out for his fellow class members and protect their interests. Plaintiff has fulfilled his duties to litigate this matter on behalf of the Class, as Plaintiff has participated on various calls with Class Counsel, has otherwise assisted by providing facts for use in drafting the complaint and discovery responses, and also participated in the mediation that ultimately resolved this case. (Abramowicz Dec. ¶¶ 4, 8.) In addition, Class Counsel have the experience and ability to represent the Class and litigate this case on their behalf. The attorneys at East End Trial Group have been certified as class counsel eleven times before and have worked on myriad class cases throughout the years. (*Id.* at ¶ 10.) Class Counsel are well-versed in class litigation and the law and legal theories at issue here. Adequacy is satisfied.

## **2. The Requirements Of Rule 23(b)(3) Are Satisfied**

To certify a Rule 23(b)(3) class, a movant must show that questions of law or fact common to the class predominate over those affecting only individual class members, and that a class action is superior to other methods of adjudication. Fed. R. Civ. P. 23(b)(3). A movant also must satisfy the implicit ascertainability requirement and prove the class is ascertainable. *Byrd v. Aaron's Inc.*, 784 F.3d 154, 161-62 (3d Cir. 2015). All Rule 23(b)(3) requirements are satisfied.

### **(i) Predominance**

To establish predominance, common questions of law and fact must predominate over individual issues. Fed. R. Civ. P. 23(b)(3). “The predominance inquiry asks whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common,

aggregation-defeating, individual issues.” *Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016). “When one or more of the central issues in the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3) even though other important matters will have to be tried separately[.]” *Id.*

Plaintiff’s FDCPA claim raises common questions of law and fact that predominate over any individual questions. To state a claim under the FDCPA, a plaintiff must prove: “(1) she is a consumer, (2) the defendant is a debt collector, (3) the defendant’s challenged practice involves an attempt to collect a ‘debt’ as the Act defines it, and (4) the defendant has violated a provision of the FDCPA in attempting to collect the debt.” *Levins v. Healthcare Revenue Recovery Grp. LLC*, 902 F.3d 274, 280 (3d Cir. 2018). After a claim is stated, a plaintiff may recover actual and/or statutory damages. 15 U.S.C. § 1692k(a), (b). Here, the establishment of the second and fourth elements of an FDCPA claim, as well as the availability of statutory damages, are all common to Plaintiff and the Class and predominate over individual issues.

First, the issue of whether Defendants violated the FDCPA is common to Plaintiff and the Class. Plaintiff and each Class Member are in the same situation: Defendants sent a letter to Plaintiff and each Class Member in which Defendants represented that Plaintiff and each Class Member could dispute debts only in writing, even though Plaintiff and each Class Member could dispute debts orally or in writing. If this representation is false, misleading, unfair, or otherwise unlawful, Plaintiff and the Class Members have a claim. If this representation is accurate or is otherwise not actionable, the claims of Plaintiff and the Class Members will fail. The claims of Plaintiff and the Class Members rise and fall together. Consequently, whether Defendants violated the FDCPA is common to Plaintiff and the Class.

Second, the issue of whether Defendants are debt collectors is common to Plaintiff and the Class. Defendants took the same action to collect debts from Plaintiff and the Class: Defendants were assigned a debt by a creditor and attempted to collect it from Plaintiff and the Class Members. Since Plaintiff and the Class Members were all subjected to the same conduct, whether Defendants were acting as debt collectors is common to Plaintiff and the Class.

Third, the availability and amount of statutory damages is common to Plaintiff and the Class. “Congress has devised a generally applicable formula for class action damages under the FDCPA, one which caps damages at \$500,000 and provides that district courts consider, among other factors, the scope of the violations of the FDCPA as well as the number of individuals implicated by fraudulent debt collection practices.” *Sykes v. Mel S. Harris & Assocs. LLC*, 780 F.3d 70, 87-88 (2d Cir. 2015) (citing 15 U.S.C. § 1692k(b)(2)). Accordingly, the availability and amount of statutory damages is common to Plaintiff and the Class.

Fourth, although the issues of whether Plaintiff and the Class Members are consumers and whether their loans are consumer debts may be individualized, the questions common to Plaintiff and the Class Members predominate over these individual issues. Identifying class members by determining whether they are consumers or whether a debt is a consumer debt is “ministerial in nature” and is “easily determined by a single yes or no question.” *Lawrence v. First Fin. Inv. Fund V, LLC*, 336 F.R.D. 366, 383 (D. Utah 2020); *see also Bitzko v. Weltman, Weinberg & Reis Co.*, No. 17-cv-00458, 2019 U.S. Dist. LEXIS 161495, at \*38-40 (N.D.N.Y. Sept. 23, 2019); *Herrera v. LCS Fin. Servs. Corp.*, 274 F.R.D. 666, 680 (N.D. Cal. 2011). “[S]uch inquires would not predominate over the other common issues in this case.” *Butela v. Midland Credit Mgmt., Inc.*, 341 F.R.D. 518, 599 n.11 (W.D. Pa. 2022) (citing *Wilborn v. Dun & Bradstreet Corp.*, 180 F.R.D. 347, 357 (N.D. Ill. 1998), *Lawrence*, 336 F.R.D. at 383, *Rhodes v. Enhanced Recovery Co., LLC*,

328 F.R.D. 225, 230 (S.D. Ind. 2018), *Gradisher v. Check Enft Unit, Inc.*, 203 F.R.D. 271, 277 (W.D. Mich. 2001), and *Talbott v. GC Servs., Ltd. P'ship*, 191 F.R.D. 99, 106 (W.D. Va. 2000)).

For these reasons, courts in this circuit routinely find that FDCPA actions based on uniform representations, like the instant case, satisfy the predominance requirement. *See Howard v. LVNV Funding, LLC*, No. 19-cv-00093, 2023 U.S. Dist. LEXIS 52294 (W.D. Pa. Mar. 23, 2023); *Butela v. Midland Credit Mgmt., Inc.*, 341 F.R.D. 518 (W.D. Pa. 2022); *Church v. Collection Bureau of the Hudson Valley, Inc.*, No. 20-cv-03172, 2022 U.S. Dist. LEXIS 201523 (D.N.J. Nov. 4, 2022); *Schultz v. Midland Credit Mgmt.*, No. 16-cv-4415, 2020 U.S. Dist. LEXIS 98824, at \*17 (D.N.J. June 5, 2020); *Barenbaum v. Hayt, Hayt & Landau, LLC*, No. 18-cv-4120, 2019 U.S. Dist. LEXIS 154959, at \*40 (E.D. Pa. Sep. 10, 2019); *Knight v. Midland Credit Mgmt.*, No. 17-cv-3118, 2019 U.S. Dist. LEXIS 59794, at \*48 (E.D. Pa. Apr. 5, 2019); *McRobie v. Credit Prot. Ass'n*, No. 18-cv-566, 2019 U.S. Dist. LEXIS 56869, at \*16 (E.D. Pa. Apr. 2, 2019); *Dinaples v. MRS BPO, LLC*, No. 15-cv-1435, 2017 U.S. Dist. LEXIS 192255, at \*9 (W.D. Pa. Nov. 21, 2017); *Bellum v. Law Offices of Frederic I. Weinberg & Assocs., P.C.*, No. 15-cv-2460, 2016 U.S. Dist. LEXIS 124202, at \*14 (E.D. Pa. Sep. 12, 2016); *Kopchak v. United Res. Sys.*, No. 13-cv-5884, 2016 U.S. Dist. LEXIS 102309, at \*11 (E.D. Pa. Aug. 4, 2016); *Pierce v. Carrington Recovery Servs., LLC*, No. 09-cv-787, 2010 U.S. Dist. LEXIS 155552, at \*10 (W.D. Pa. Mar. 22, 2010).

The predominant questions here are whether the uniform representation made to Plaintiff and the Class Members violated the FDCPA and, if so, the amount of statutory damages available. These questions are common to Plaintiff and the Class and predominate over any individual issues. If these questions are answered in the affirmative, Defendants' liability is established with respect to Plaintiff and each Class Member. If they are answered in the negative, the claims of Plaintiff and each Class Member fail. Predominance is satisfied.

**(ii) Superiority**

To establish superiority, class treatment must be superior to other methods available for fair and efficient adjudication of the controversy. Fed. R. Civ. P. 23(b)(3). Rule 23(b)(3) provides a non-exhaustive list of factors to consider in determining superiority, including: “the class members’ interest in individually controlling the prosecution of separate actions; the extent and nature of any similar litigation already commenced by class members; the desirability of concentrating the litigation in a particular forum; and the difficulties likely to be encountered in the management of a class action.” *In re Cmty. Bank*, 795 F.3d at 408-09.

Here, the relevant factors demonstrate that class treatment is superior to the other available methods of litigation. First, the Class Members likely lack an incentive to individually control the prosecution of separate actions. Second, to counsel’s knowledge, there is no similar litigation that is pending. Third, it is desirable to concentrate the claims of Plaintiff and the Class in one action so that the Class can obtain the efficiency of a single proceeding and representation by counsel with considerable experience litigating FDCPA claims. Finally, there likely are no difficulties in managing this case and the Class is significantly cohesive. Superiority is satisfied.

**(iii) Ascertainability**

To establish ascertainability, a class must be “defined with reference to objective criteria” and there must be “a reliable and administratively feasible mechanism for determining whether putative class members fall within the class definition.” *Byrd*, 784 F.3d at 164-65. This requires a plaintiff to show “that class members can be identified.” *Hargrove v. Sleepy’s LLC*, 974 F.3d 467, 477 (3d Cir. 2020).

Ascertainability is satisfied here. The Class is defined with reference to objective criteria, as it includes only those persons who received letters like the one Plaintiff received. There is also

a reliable and administratively feasible mechanism for determining whether Class Members meet the class definition, as Defendants keep records regarding which individuals were sent letters similar to the letter sent to Plaintiff. Ascertainability is satisfied.

**B. The Agreement Is Fair, Reasonable, And Adequate And Should Be Preliminarily Approved**

A class action may not be settled unless the settlement is fair, reasonable, and adequate. Fed. R. Civ. P. 23(e)(2). Although “[t]he decision of whether to approve a proposed settlement of a class action is left to the sound discretion of the district court,” courts must ensure that absent class members are protected, and should be “even more scrupulous than usual” when “certifying a class and approving a settlement in tandem.” *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 436 (quoting *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 299 (3d Cir. 1998); *In re Pet Food Prods.*, 629 F.3d 333, 349 (3d Cir. 2010); and *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 534 (3d Cir. 2004)).

**1. The Agreement Is Presumptively Fair**

Courts “apply an initial presumption of fairness in reviewing a class settlement when: ‘(1) the negotiations occurred at arms length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected.’” *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 436 (quoting *In re Cendant Corp. Litig.*, 264 F.3d 201, 232 n.18 (3d Cir. 2001)). As explained below, the initial presumption of fairness applies here.

**(i) The Parties’ Negotiations Occurred At Arm’s Length**

The negotiations occurred at arm’s length here. The parties resolved this case at a mediation session conducted by a mediator, which involved the submission of briefs and other materials. The negotiation of material terms was conducted without regard to the payment of Plaintiff’s attorneys’

fees and costs. This is evidenced by the fact that counsel agreed to seek a fee award that is much lower than their lodestar and expenses to date. Clearly, Plaintiff did not bargain away the right to pursue greater damages for greater fees. This is especially true given the fact that Plaintiff obtained 100% of the relief the Class could have obtained had the case gone to trial, as Defendants agreed to pay \$33,000.00. This amounts to 1% of the highest possible amount of Defendants' net worth, which is the maximum amount of damages for FDCPA class claims. 15 U.S.C. § 1692k(a)(2)(B). Given the arm's length negotiations that occurred, the Court should not "intrude overly on the parties' hard-fought bargain." *In re Google Inc. Cookie Placement Consumer Privacy Litig.*, 934 F.3d 316, 326 (3d Cir. 2019).

**(ii) Sufficient Discovery Occurred To Allow The Parties To Reach A Fair Settlement**

Sufficient discovery occurred in this case to allow the Parties to reach a fair settlement for the Class Members. Plaintiff initially served discovery to obtain information concerning class size and Defendants' net worth. Before mediation, Defendants provided information on their net worth and class size. This allowed Plaintiff to understand the upper limit of the damages available to the Class and to know how many persons would be included in the Class. This also allowed Plaintiff to evaluate the settlement structure and ensure it was fair and reasonable for the Class Members, given the size of the Class and Defendants' net worth. Plaintiff obtained sufficient information to ensure a fair settlement was reached.

**(iii) Plaintiff's Counsel Are Experienced In Similar Litigation**

As described above, Plaintiff retained experienced and competent counsel who fairly and adequately protected the interests of the Class throughout the litigation and settlement negotiations.

Class Counsel have many years of experience prosecuting class actions and FDCPA litigation and, thus, have the experience to ensure a fair settlement was reached for the Class Members.

**(iv) No Class Member Has Objected, As Notice Has Not Been Given Yet**

This factor is neutral, as notice has not yet been sent and the Class Members have not yet had an opportunity to object. That said, Plaintiff does not anticipate many (if any) objectors, given the relief provided and Defendants' net worth. Defendants' net worth is \$3,300,000.00. (Exs. C, D.) Accordingly, the maximum amount the Class could recover is \$33,000.00. Since Plaintiff obtained the maximum possible relief available to the Class, it seems that objections are unlikely.

**2. The *Girsh* And *Prudential* Factors Favor Preliminary Approval**

In assessing whether to approve a class action settlement, a court considers various factors. *In re Google*, 934 F.3d at 322. The factors a court must consider, called the *Girsh* factors, include:

(1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; [and] (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

*Id.* at 322 n.2 (quoting *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975)). The factors a court may consider, called the *Prudential* factors, include:

(1) the maturity of the underlying substantive issues[,] the development of scientific knowledge, the extent of discovery on the merits, and other factors that bear on the ability to assess the probable outcome of a trial on the merits of liability and individual damages; (2) the existence and probable outcome of claims by other classes and subclasses; (3) the comparison between the results achieved by the settlement for individual class or subclass members and the results achieved—or likely to be achieved—for other claimants; (4) whether class or subclass members are accorded the right to opt out of the settlement; (5) whether any provisions for

attorneys' fees are reasonable; and (6) whether the procedure for processing individual claims under the settlement is fair and reasonable.

*Id.* at 322 n.3 (quoting *In re Prudential*, 148 F.3d at 323) (internal alterations and quotation marks omitted). These factors support preliminary approval.

**(i) The *Girsh* Factors**

**(a) The Complexity, Expense, And Likely Duration Of The Litigation**

“The first [*Girsh*] factor captures the probable costs, in both time and money, of continued litigation.” *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 437 (quoting *In re Warfarin*, 391 F.3d at 535-36) (internal quotation marks omitted).

This factor weighs in favor of settlement because the probable costs of continued litigation are significant. Were this case to continue, the Parties would be required to brief a motion for class certification. If the Court granted Plaintiff's motion for class certification, the Parties would be required to brief motions for summary judgment, and either move towards trial or further discovery if liability were established in Plaintiff's favor. Thus, the expense of continued litigation weighs strongly in favor of settlement.

**(b) The Reaction Of The Class To The Settlement**

“The second *Girsh* factor ‘attempts to gauge whether members of the class support the settlement.’” *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 438 (citing *In re Warfarin*, 391 F.3d at 536).

As described above, this factor is neutral, as notice has not yet been sent. Plaintiff, however, anticipates that there will not be many (if any) objectors, given that the Claims Fund equals 1% of the maximum possible net worth attributable to Defendants, which is the maximum amount of damages available to Plaintiff and the Class.

**(c) The Stage Of The Proceedings And The Amount Of Discovery Completed**

“The third *Girsh* factor ‘captures the degree of case development that class counsel [had] accomplished prior to settlement. Through this lens, courts can determine whether counsel had an adequate appreciation of the merits of the case before negotiating.’” *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 438-39 (quoting *In re Warfarin*, 391 F.3d at 537).

This factor weighs in favor of settlement because Plaintiff obtained all information required to appreciate the value of the claims and available relief. Plaintiff obtained information on class size, which determines the persons that may obtain relief, and information on net worth, which determines the maximum amount of money available to those individuals. In addition to obtaining this information, Plaintiff understands the claims and defenses and how they may affect the claims of Plaintiff and the Class. The fact that Plaintiff “developed enough information about the case to appreciate sufficiently the value of the claims” weighs strongly in favor of preliminary approval. *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 439.

**(d) The Risks Of Establishing Liability And Damages**

“The fourth and fifth *Girsh* factors survey the possible risks of litigation in order to balance the likelihood of success and the potential damage award if the case were taken to trial against the benefits of an immediate settlement.” *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 439 (quoting *In re Prudential*, 148 F.3d at 319).

These factors weigh in favor of settlement because Plaintiff likely obtained the maximum amount of damages available to the Class. The Claims Fund is \$33,000.00. This amounts to 1% of the maximum amount of Defendants’ net worth, which is the maximum amount of damages in an FDCPA class action when net worth is less than \$50,000,000. 15 U.S.C. § 1692k(a)(2)(B). Had the case moved forward, the Class could have gotten nothing, or could have gotten a lesser award.

The Court also may have granted judgment against Plaintiff for any of the defenses Defendants asserted, including failure to state a claim or the bona fide error defense. (Doc. 31, pp. 10-12.) But even if the Court (or a jury) found against Defendants on liability, the award of statutory damages is discretionary and the fact finder could award less damages than those obtained by Plaintiff. 15 U.S.C. §§ 1692k(a)(2)(B), (b). That Plaintiff obtained the maximum recovery for the Class without the risks of litigation or trial weighs strongly in favor of preliminary approval.

**(e) The Risks Of Maintaining The Class Action Through The Trial**

This *Girsh* factor is “essentially toothless” in a proposed settlement class “because ‘a district court need not inquire whether the case, if tried, would present intractable management problems, for the proposal is that there be no trial.’” *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 440 (quoting *In re Prudential*, 148 F.3d at 321) (internal alterations omitted).

**(f) The Ability Of Defendants To Withstand A Greater Judgment**

“The seventh *Girsh* factor is most relevant when the defendant’s professed inability to pay is used to justify the amount of the settlement.” *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 440.

This factor weighs in favor of settlement here because Defendants’ net worth limits the amount of money available to the Class. The Class cannot recover more than 1% of Defendants’ net worth, which is \$33,000.00. The fact that Plaintiff recovered the greatest possible damages weighs strongly in favor of preliminary approval.

**(g) The Range Of Reasonableness Of The Settlement Fund In Light Of The Best Possible Recovery And All The Attendant Risks Of Litigation**

“In evaluating the eighth and ninth *Girsh* factors, [courts] ask ‘whether the settlement represents a good value for a weak case or a poor value for a strong case.’” *In re NFL Players Concussion Injury Litig.*, 821 F.3d at 440 (quoting *In re Warfarin*, 391 F.3d at 538). This tests two sides of the same coin: “reasonableness in light of the best possible recovery and reasonableness in light of the risks the parties would face if the case went to trial.” *Id.*

The Agreement represents good value for this case. If Plaintiff were successful at summary judgment or trial, the class would be entitled to recover \$500,000 or 1% of Defendants’ net worth, whichever is less. 15 U.S.C. § 1692k(a)(2)(B). The high-end calculation for Defendants’ net worth is \$3,300,000.00. If this calculation is used and accepted by the Court, the Class would still have to overcome Defendants’ anticipated defenses to recover, and would still have to convince a fact finder to award the Class the maximum possible relief of 1% of Defendants’ net worth. The Agreement avoids these issues by establishing a Claims Fund that provides the Class with 1% of Defendants’ maximum net worth. This is reasonable in light of the best possible recovery and the risks of obtaining that recovery through further litigation, and it weighs strongly in favor of preliminary approval.

**(ii) The Prudential Factors**

The *Prudential* factors, like the *Girsh* factors, support preliminary approval. As explained above, the Parties exchanged enough information and Class Counsel have enough experience to assess the probable outcome of a trial (including both liability and damages determinations) to assess whether the Agreement is fair and reasonable. Additionally, each Class Member is treated the same, as each can submit a Claim Form to recover from the Claims Fund. Class Members also

are accorded the right to opt out should they disagree with the fairness of the Agreement, and may object to the Agreement should they believe it presents any issues. With respect to attorneys' fees and costs, this payment was negotiated apart from the relief to the Class, and because this amount is separate and apart from the money agreed to be paid to the Class, it cannot affect their recovery and did not factor into any settlement negotiations. All of these factors, like the *Girsh* factors, weigh in favor of preliminary approval.

**C. The Class Notice Satisfies Rule 23(e) And Due Process Requirements.**

Rule 23(e) provides that “[t]he court must direct notice in a reasonable manner to all class members who would be bound by the proposal[.]” Fed. R. Civ. P. 23(e)(1)(B). Although the issue of what constitutes reasonable notice is left to the discretion of the Court, Rule 23 provides that the best notice practicable “include[es] individual notice to all [class] members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B).

Here, the Class Notice Plan satisfies the requirements of Rule 23(e) and due process. First, it communicates the information required by Rule 23(c)(2)(B)(i)-(vii). (Ex. A, Exs. 1, 2.) Second, Defendants agreed to develop the Class List, provide it to the Settlement Administrator, and direct the Administrator to mail direct notice to the Class, which includes updating any address for which such mail is returned as undeliverable. (*Id.* at ¶ 3.3.) Such notice is presumptively reasonable and satisfies due process. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). Third, the Settlement Administrator will create and maintain a website that will provide the Class with case-related documents. (*Id.* at ¶¶ 3.1, 3.3.) Fourth, the Settlement Administrator will maintain a toll-free telephone line to field inquiries regarding the Agreement. (*Id.* at ¶ 3.1.) When all these actions are considered together, the Class Notice Plan clearly satisfies the requirements of Rule 23(e) and due process.

## VI. STANDING

“Whenever a possible lack of standing ‘is brought to the court’s attention, whether through a party or through its own discovery, the court is required to resolve the issue.’” *Deutsch v. D&A Servs. LLC*, No. 22-1042, 2023 U.S. App. LEXIS 9161, at \*6 n.3 (3d Cir. Apr. 18, 2023) (quoting *Neiderhiser v. Borough of Berwick*, 840 F.2d 213, 216 (3d Cir. 1988)).

Here, Plaintiff filed a motion for remand challenging the Court’s jurisdiction. (Doc. 33.) The basis for this motion was an affirmative defense in Defendants’ answer challenging whether Plaintiff had standing to bring this case. (*Id.* at ¶ 4.)

Standing requires a plaintiff to establish: “(1) an injury-in-fact; (2) that is fairly traceable to the defendant’s challenged conduct; and (3) that is likely to be redressed by a favorable judicial decision.” *Kelly v. Realpage Inc.*, 47 F.4th 202, 211 (3d Cir. 2022) (quotation marks omitted). The injury-in-fact requirement can be satisfied by alleging “a concrete informational injury.” *Deutsch*, 2023 U.S. App. LEXIS 9161, at \*7. A plaintiff can prove a concrete informational harm by alleging the following: “(1) the omission of information to which she claims entitlement, (2) adverse effects that flow from the omission, and (3) the requisite nexus to the concrete interest Congress intended to protect when it created a legal entitlement to the information at issue.” *Id.* at \*8 (quoting *Kelly*, 47 F.4th at 214) (alterations omitted).

Here, Plaintiff and the class members have suffered a concrete informational injury, which means they have standing to bring their claims. *Deutsch* is illustrative. There, a defendant claimed debtors could suspend collection activity by disputing debts outside a 30-day window, even though § 1692g of the FDCPA required disputes to be made within a 30-day window. 2023 U.S. App. LEXIS 9161, at \*5. The Court found this representation “misled [the plaintiff] about her rights under § 1692g(a), thereby omitting the accurate information about her § 1692g(a) rights to which

she [was] statutorily entitled.” *Id.* at \*8. Here, Defendants are alleged to have claimed that Plaintiff and the class members could dispute debts only in writing, even though § 1692g of the FDCPA allowed Plaintiff and the class members to dispute debts orally or in writing. Consequently, Defendants here, like the defendant in *Deutsch*, “misled [Plaintiff and the class members] about [their] rights under § 1692g(a), thereby omitting the accurate information about [their] § 1692g(a) rights to which [they] [were] statutorily entitled.” *Id.* Moreover, similar to *Deutsch*, Defendants’ false representation necessarily frustrated the ability of Plaintiff and the class members to “intelligently choose [their] response” and “deprived [them] of [their] right to enjoy [the] benefits provided by the FDCPA.” *Id.* Finally, and again like *Deutsch*, there is a close nexus between Plaintiff’s and the class members’ harms and an interest Congress sought to protect because the harms at issue stem from an allegedly deceptive collection practice, and Congress intended the FDCPA to eliminate such practices. *Id.* Accordingly, Plaintiff and the class members have standing.<sup>4</sup>

## VII. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court enter the proposed order granting preliminary approval of the proposed settlement. Plaintiff further requests that the Court schedule a fairness hearing on final settlement approval as the Court’s calendar permits.

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<sup>4</sup> Plaintiff recognizes that Judge Wiegand recently distinguished *Deutsch*, and held that it does not apply to FDCPA violations that do not concern § 1692g. *See Lezark v. I.C. Sys., Inc.*, No. 20-cv-00403, 2023 U.S. Dist. LEXIS 125480, at \*15 n.3 (W.D. Pa. July 18, 2023). But *Lezark* does not apply here because this case involves a violation that concerns § 1692g. Plaintiff further recognizes that the Third Circuit recently held that the informational injury doctrine does not apply to unclear disclosures. *See Huber v. Simon’s Agency, Inc.*, 84 F.4th 132, 145-46 (3d Cir. 2023). But *Huber* did not decide “whether a false disclosure amounts to an omission for purposes of the informational injury doctrine,” and the plaintiff in *Huber* did not contend that his letter contained inaccurate or false information. *Id.* at 146 n.3. Accordingly, neither *Huber* nor *Lezark* apply.

Respectfully submitted,

Dated: January 5, 2024

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**CERTIFICATE OF SERVICE**

I hereby certify that, on January 5, 2024, this Memorandum In Support Of Plaintiff's Motion To Certify Class For Settlement Purposes And For Preliminary Approval Of Class Action Settlement was served by electronic means via the Court's CM/ECF system upon the following:

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**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF PENNSYLVANIA**

TIMOTHY HASTON, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

RESURGENT CAPITAL SERVICES, L.P.,  
FRONTLINE ASSET STRATEGIES, LLC,  
and JOHN DOES 1-5,

Defendants.

Case No. 2:20-cv-1008-WSH

**DECLARATION OF KEVIN J. ABRAMOWICZ IN SUPPORT OF  
PLAINTIFF'S MOTION TO CERTIFY CLASS FOR SETTLEMENT  
PURPOSES AND FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

I, Kevin J. Abramowicz, declare as follows:

1. I am a co-founder of and attorney at East End Trial Group LLC.
2. My firm, and the Law Offices of Eugene D. Frank P.C., represent Plaintiff Timothy Haston, individually and on behalf of all others similarly situated.
3. I have personal knowledge of the facts stated herein and make this Declaration in support of my and co-counsel's appointment as class counsel for the above-captioned case.
4. Haston has been counseled on his duties and obligations in this action and has diligently worked with counsel to pursue claims on behalf of the class.
5. I am unaware of any conflicts of interest between the Plaintiff, myself, or my firm, and the class we seek to represent.

**Fed. R. Civ. P. 23(g) Factors**

6. The Court must appoint class counsel who are “best able to represent the interests of the class.” Fed. R. Civ. P. 23(g)(2).

7. The relevant considerations include: (i) the work counsel performed to identify or investigate claims; (ii) counsel’s knowledge of applicable law; (iii) counsel’s experience in handling complex litigation and the claims in the action; and (iv) the resources counsel will commit to the class. Fed. R. Civ. P. 23(g)(1)(A).

8. I, my firm, and co-counsel performed the following work in identifying and investigating the claims at issue in this case:

- a. Conducted extensive legal research into the claims set forth in the complaint and the ability to certify those claims as a class action.
- b. Drafted the complaint.
- c. Drafted the responses to two motions to compel arbitration.
- d. Drafted the motion for remand, supporting brief, and reply.
- e. Drafted and served discovery concerning the motions to compel arbitration, and reviewed Defendant’s responses.
- f. Drafted and served discovery concerning the motion for class certification, and reviewed Defendant’s responses.
- g. Drafted Plaintiff’s discovery responses concerning the motions to compel arbitration.
- h. Drafted Plaintiff’s discovery responses concerning the motion for class certification.
- i. Drafted a deficiency letter and met and conferred on Defendant’s discovery responses concerning the motion for class certification.
- j. Drafted the settlement agreement and supporting exhibits.
- k. Drafted the motion for preliminary approval and supporting brief.

- l. Conducted various calls and conferences with Plaintiff to obtain information needed to respond to discovery, to draft motions, and to move the case forward.
  - m. Conducted the Rule 26(f) conference, drafted the Rule 26(f) report, and completed other case management activities.
  - n. Prepared for and participated in various hearings with the Court.
  - o. Drafted the mediation brief and participated in mediation.
9. I, my firm, and co-counsel have considerable knowledge of the applicable law:
- a. My firm and co-counsel have been plaintiff's counsel in hundreds of cases filed throughout state and federal courts in Pennsylvania concerning the Fair Debt Collection Practices Act.
10. I, my firm, and co-counsel have considerable experience handling complex litigation and the claims at issue in this action:
- a. Since starting East End Trial Group in March 2020, I and my firm have been certified as class counsel eleven times, including in three FDCPA class actions. *Howard v. LVNV Funding, LLC*, No. 19-cv-00093, 2023 U.S. Dist. LEXIS 52294 (W.D. Pa. Mar. 22, 2023); *Butela v. Midland Credit Mgmt, Inc.*, 341 F.R.D. 581 (W.D. Pa. 2022); *Haston v. Philips & Cohen Assocs., Ltd*, No. 20-cv-01069, Doc. 58 (W.D. Pa. May 17, 2022); *Douglass v. Mondelez Global LLC*, No. 2:22-cv-00875, Doc. 26 (W.D. Pa. Sept. 19, 2023); *Murphy v. Le Sportsac Inc.*, No. 1:22-cv-00058, Doc. 57 (W.D. Pa. July 6, 2023); *Douglass v. P.C. Richard & Son, LLC*, No. 2:22-cv-00399, Doc. 55 (W.D. Pa. June 27, 2023); *Douglass v. Optavia LLC*, No. 22-cv-00594, Doc. 38 (W.D. Pa. Jan. 23, 2023); *Murphy v. The Hundreds Is Huge, Inc.*, No. 21-cv-00204, Doc. 41 (W.D. Pa. Nov. 17, 2022); *Giannaros v. Poly-Wood, LLC*, No. 21-cv-10351, Doc. 45 (D. Mass. Oct. 27, 2022); *Murphy v. Charles Tyrwhitt, Inc.*, No. 20-cv-00056, Doc. 47 (W.D. Pa. Feb. 16, 2022); *Murphy v. Eyebobs, LLC*, No. 21-cv-00017, Doc. 49 (W.D. Pa. Feb. 9, 2022).
  - b. Before starting East End Trial Group, I was certified as class counsel twice, *White v. 1 Person At A Time, LLC*, No. 17-cv-01047, Doc. 28 (W.D. Pa. June 15, 2018); *Hernandez v. AutoZone, Inc.*, 323 F.R.D. 496 (E.D.N.Y. 2018), and made substantial contributions to various class actions, resulting in settlement funds valued in the millions of dollars, *see, e.g., Luca v. Wyndham Worldwide Corp.*, No. 16-cv-00746 (W.D. Pa.), Doc. 208-1, Ex. A (showing substantial work in

class action where fund valued at over \$7,000,000 created, *see* Doc. 213 for settlement specifics); *Morrow v. Ann Inc.*, No. 16-cv-03340 (S.D.N.Y.), Doc. 71 (showing substantial work in class action where fund valued at over \$6,000,000 created, *see* Doc. 68 for settlement specifics); *Gennock v. Gen. Nutrition Ctrs., Inc.*, No. 16-cv-00633 (W.D. Pa.), Doc. 93-3, Ex. A (similar, *see* Doc. 101 for settlement specifics); *Friske v. Bonnier Corp.*, No. 16-cv-12799 (E.D. Mich.), Doc. 76-1, p. 2 (showing substantial work in class action where fund valued at over \$2,000,000 established, *see* Doc. 75 for settlement specifics); *Sullivan v. Wenner Media LLC*, No. 16-cv-960 (W.D. Mich.), Doc. 60-1, p. 6 (showing substantial work in class action where fund valued at over \$1,000,000 established, *see* Doc. 61 for specifics of settlement).

- c. Before starting East End Trial Group, my partner, Kevin Tucker, also made substantial contributions in litigating class actions, including having served as a committee member in two high-profile MDLs, *In re FedLoan Student Loan Servicing Litigation*, MDL 2833 (E.D. Pa.) and *In re Equifax, Inc. Customer Data Security Breach Litig.*, MDL 2800 (N.D. Ga.), and working on cases that resulted in class settlements worth millions of dollars, *see, e.g., Veridian Credit Union v. Eddie Bauer, LLC*, No. 17-cv-00356, Doc. 176 (W.D. Wash.) (showing substantial work in class action where defendant agreed to commit over \$5 million to improve data security and partially reimburse up to 1.4 million financial institutions); *In re Vizio, Inc. Consumer Privacy Litig.*, No. 16-ml-02693, Doc. 308-11 (C.D. Cal. Apr. 12, 2019) (showing substantial work in class action where defendant agreed to change data-collection practices and create settlement fund worth \$17 million); *Pease v. Jackson Nat'l Life Insurance Co.*, No. 17-cv-00284, Doc. 38-2 (W.D. Mich. Jan. 30, 2019) (showing work in action in which \$4.5 million fund established).

11. I, my firm, and co-counsel have the resources to represent the class and prosecute this action to judgment and are committed to doing so.

12. To date, I, my firm, and co-counsel have taken all necessary steps to litigate this case on behalf of the class.

***The Proposed Settlement is Fair and Reasonable***

13. I recommended that Plaintiff accept the Parties' proposed settlement as it represents a fair and reasonable resolution of the class claims.

14. This recommendation is based on my knowledge of the case, the case's strengths and weaknesses, the size of the class, the possible ranges of Defendants' net worth, and the risks associated with briefing the motion for class certification, as well as the risks associated with summary judgment briefing, and possible trial or appeal.

15. Separate and apart from the Claims Fund established for the benefit of the Class, we will request an award of our attorney's fees and costs for the time and expenses incurred in this action, and we will also seek an incentive award for Plaintiff.

16. Plaintiff was fully appraised of the terms of the settlement and was present and was actively involved in negotiating those terms during the mediation that resulted in the settlement of this action.

17. I respectfully request that the Court preliminarily approve the settlement the Parties have proposed, direct notice to the Class, and schedule a final fairness hearing.

I declare pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Respectfully Submitted,

Dated: January 5, 2024

By: /s/ Kevin Abramowicz  
Kevin Abramowicz  
**East End Trial Group LLC**  
6901 Lynn Way, Suite 215  
Pittsburgh, PA 15208  
(412) 223-5740  
kabramowicz@eastendtrialgroup.com

*Attorney for Plaintiff*

# EXHIBIT A

## **SETTLEMENT AGREEMENT**

This Settlement Agreement is made and entered into by the Parties and their counsel as of January 2, 2024, in the case captioned *Timothy Haston v. Resurgent Capital Services, L.P., and Frontline Asset Strategies, LLC.*, No. 2:20-cv-01008-WSH, pending in the United States District Court for the Western District of Pennsylvania. The Parties intend for this Agreement to fully, finally, and forever resolve, discharge, and settle all Settlement Released Claims asserted by the Settlement Class, subject to the terms and conditions set forth herein, and subject to approval of the Court.

### **1. DEFINITIONS**

- 1.1. “Agreement,” “Settlement,” or “Settlement Agreement” mean this Agreement.
- 1.2. “CAFA” means the Class Action Fairness Act, 28 U.S.C. § 1715.
- 1.3. “Claimants” means those Settlement Class Members who submit valid and timely Claim Forms according to the process set forth herein.
- 1.4. “Claim Form” means the claim form accompanying the Short Form Notice.
- 1.5. “Claims Fund” means the fund that will be used to make payments to Claimants as described herein.
- 1.6. “Claim Deadline” shall be 60 days from the Notice Deadline.
- 1.7. “Class Counsel” means East End Trial Group LLC and Law Offices of Eugene D. Frank, P.C.
- 1.8. “Class List” means all natural persons residing in Delaware, Pennsylvania, New Jersey, or the U.S. Virgin Islands who, from April 1, 2020, through March 17, 2021, received a letter from Defendants that stated in some form that Defendants would assume the debt at issue in

the letter was valid unless the consumer sent a written dispute to Defendants. The Class List shall include the names of these individuals and their last known postal address.

**1.9.** “*Cy Pres* Recipient” means Neighborhood Legal Services.

**1.10.** “Defendants” means Resurgent Capital Services, L.P. and Frontline Asset Strategies, LLC.

**1.11.** “Effective Date” means the date on which all appellate rights with respect to the Final Judgment and Order have expired or have been exhausted in such a manner as to affirm the Final Judgment and Order, and when no further appeals are possible, including review by the United States Supreme Court.

**1.12.** “FDCPA” means the Fair Debt Collection Practices Act, 15 U.S.C. § 1692.

**1.13.** “Final Approval Hearing” means the hearing the Court schedules to make a final determination as to whether this settlement is fair, reasonable, and adequate.

**1.14.** “Long Form Notice” means Exhibit 2.

**1.15.** “Notice Deadline” shall be 42 days from Preliminary Approval.

**1.16.** “Objection Deadline” shall be 60 days from the Notice Deadline.

**1.17.** “Opt-Out Deadline” shall be 60 days from the Notice Deadline.

**1.18.** “Service Award” means the one-time payment to the Named Plaintiff for any time and resources he expended into representing the Settlement Class.

**1.19.** “Settlement Administrator” means Analytics, LLC, who will assist with implementing and effectuating the terms of this Agreement, including providing notice to the Settlement Class and to administer the Settlement Class. Counsel for the Parties by agreement may substitute a different Settlement Administrator, subject to Court approval.

**1.20.** “Settlement Class” and “Settlement Class Members” mean all persons identified on the Class List, who did not timely and validly exclude themselves from this case. The Settlement

Class also expressly excludes officers and directors of Defendants; family members of the officers and directors of Defendants; any parents, subsidiaries, affiliates, of the Defendants; and any entity in which the Defendants have a controlling interest; all judges assigned to hear any aspect of this litigation, as well as their immediate family members; all persons and entities that have released the Settlement Released Claims described in the Settlement Agreement prior to the Court's preliminary approval; and government entities.

**1.21.** "Settlement Released Claims" means any and all claims or causes of action arising under the FDCPA and arising out of, or regarding the allegedly unlawful language contained in the letter at issue in this case, or a similar letter, which language states Defendants would assume the debt at issue in the letter was valid unless the consumer sent a written dispute to Defendants.

**1.22.** "Settlement Website" means [www.1692gFDCPASettlement.com](http://www.1692gFDCPASettlement.com). The Settlement Website shall include the Complaint, Long Form Notice, Settlement Agreement, and Preliminary Approval Order, and shall allow Settlement Class Members to submit Claim Forms to claim their *pro rata* share of the Claims Fund.

**1.23.** "Short Form Notice" means Exhibit 1.

**1.24.** "Final Approval" or "Final Approval Order" mean Exhibit 4.

**1.25.** "Litigation" means *Timothy Haston v. Resurgent Capital Services, L.P., and Frontline Asset Strategies, LLC.*, No. 2:20-cv-01008-WSH.

**1.26.** "Named Plaintiff" means Timothy Haston.

**1.27.** "Party" and "Parties" mean Named Plaintiff, the Settlement Class, and Defendants.

**1.28.** "Preliminary Approval" and "Preliminary Approval Order" mean Exhibit 3.

**2. SETTLEMENT CONSIDERATIONS**

**2.1. Claims Fund.**

Defendants agree to pay \$33,000.00 to establish a Claims Fund, to which each Settlement Class Member is entitled to submit a claim to obtain a *pro rata* share of the Claims Fund, as more specifically set forth in § 3.4. The Claims Fund shall not revert to Defendants, and any unclaimed funds shall be paid to the *Cy Pres* Recipient. No part of the Claims Fund will be used to pay Class Counsel's fees and costs, Named Plaintiff's Service Award, or any notice or administration costs. Defendants shall deposit \$33,000.00 with the Settlement Administrator within 14 days of the Effective Date. The Settlement Administrator shall use this payment to create the Claims Fund, and within 21 days of receiving this payment, the Settlement Administrator will allocate the Claims Fund, and mail equal payments of the Claims Fund to any Claimants via U.S. mail. The notices accompanying these checks will notify recipients that the checks must be cashed within 90 days from the date on the payment notice, and that the enclosed check will not be valid after that date. If any checks to Claimants remain uncashed after the stale date referenced herein, the Settlement Administrator shall direct remaining funds to the *Cy Pres* Recipient.

**2.2. Attorneys' Fees, Service Award, and Costs.**

Defendants agree to pay attorneys' fees and costs in the amount of \$115,000.00, as well as a Service Award of \$2,500.00. Class Counsel shall file an application seeking these amounts from the Court. These applications will be filed and served 21 days prior to the Final Approval Hearing. Defendants agree not to oppose these applications, and Class Counsel agrees not to seek amounts above those agreed to by the Parties as set forth herein. Defendants shall deposit \$115,000.00 and \$2,500.00 within 14 days of the Effective Date. The Settlement Administrator shall use these payments to pay Class Counsel's attorneys' fees and costs and the Named Plaintiff's Service

Award, and the Settlement Administrator shall make these payments to Class Counsel and the Named Plaintiff within 21 days of receiving them.

**2.3. Administration Costs.**

Defendants agree to pay all the administration costs related to this Settlement Agreement, which includes, but is not limited to, all costs for giving notice to the Settlement Class Members, all costs of the Settlement Administrator, and all costs for administering the claims process associated with the Claims Fund, and mailing checks to the Settlement Class Members. Within 21 days after Preliminary Approval, Defendants shall deposit any amount necessary to effectuate administration of the Settlement Agreement with the Settlement Administrator. Should the Administrator require any additional costs to provide notice, implement this agreement, administer the Claims Fund, or fulfill any other duties under this Agreement or otherwise necessary to provide notice or administer this Agreement, the Settlement Administrator shall promptly notify Defendants of any additional funds and Defendant shall deposit those funds to the Settlement Administrator within 14 days of any such notice.

**2.4. Limitation on Settlement Consideration**

Under no circumstances, unless mutually agreed to by the Parties, shall Defendants' total contribution to or liability for this Settlement exceed the amounts set forth in §§ 2.1-2.3. Thus, under this Agreement, the Parties agree that the Claims Fund, attorneys' fees, service awards, costs, and settlement administration costs encompasses the full extent of Defendants' monetary payment due under this Agreement. This payment, pursuant to the terms and conditions of this Agreement, along with any non-monetary obligations of and considerations due from Defendants, will be in full satisfaction of all released claims.

**2.5. Release of All Claims; No Admission of Liability.**

Upon the Effective Date, each Settlement Class Member shall release (1) Defendants, including (2) their past, present, or future subsidiaries, parent companies, divisions, affiliates, partners or any other organization units of any kind doing business under their names, or any entity now or in the past controlled by, controlling, or under the common control with any of the foregoing and doing business under any other names, and each and all of their respective affiliates and subsidiaries, and each of their respective predecessors, successors, and assigns, and (3) each of the present and former officers, directors, partners, shareholders, agents, employees, attorneys, advisors, independent contractors, representatives, beneficial owners, insurers, trusts, accountants, heirs, executors, and administrators, and all persons acting by, through, and under the direction of, or in concert with them, from the Settlement Released Claims and shall be bound by this Settlement Agreement. Settlement Released Claims shall be construed broadly to affect complete finality over this Litigation.

Settlement Class Members, by operation of this release and Final Judgment by the Court, do hereby and shall be deemed to have fully, finally, conclusively, irrevocably, and forever released, settled, compromised, relinquished, and discharged any and all of the releasees above of and from any and all Settlement Released Claims and, without further action by any person or the Court, will be deemed: (a) to have consented to dismissal of the Litigation and the dismissal with prejudice of any and all Settlement Released Claims; (b) to have released and forever discharged any and all Settlement Released Claims; and (c) to be forever barred and enjoined from instituting or further prosecuting, in any forum whatsoever, including but not limited to any state, federal, or foreign court, or regulatory agency, or any arbitration forum, each and every Settlement Released Claim. The Parties agree that Defendants and their releasees will suffer irreparable harm if any Settlement Class Member takes action inconsistent with this release, and that in that event, the

Defendants and their releasees may seek an injunction as to such action without further showing of irreparable harm in this or any other forum.

The Settlement Agreement compromises claims which are contested in good faith, and it shall not be deemed an admission by any of the Parties as to the merits of any claim or defense. Defendants have denied and continue to deny that they have engaged in acts or omissions that violate any legal requirement, including but not limited to the allegations set forth in the Litigation. Defendants are entering into this Settlement Agreement solely because it will eliminate the uncertainty, distraction, burden, and expense of further litigation. The provisions contained in this Settlement Agreement and the manner or amount of relief provided to members of the Settlement Class herein shall not be deemed a presumption, concession, or admission by Defendants of any fault, liability, or wrongdoing as to any facts or claims that have been or might be alleged or asserted in the Litigation, or in any other action or proceeding that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received into evidence or otherwise used by any person in any action or proceeding, whether civil, criminal, or administrative, for any purpose other than as provided expressly herein. The Parties agree that the amounts paid and the other terms of the Settlement Agreement were negotiated in good faith by the Parties and at arm's length and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

### **3. SETTLEMENT ADMINISTRATION**

#### **3.1. Settlement Administrator**

The Settlement Administrator's responsibilities shall include, but are not limited to, giving notice, obtaining new addresses for returned mail, setting up and maintaining a Settlement Website and toll-free telephone number, fielding inquiries about the Settlement Agreement, directing the mailing of payments to Settlement Class Members, and any other tasks reasonably required to

effectuate Settlement. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. It shall maintain all such records as are required by applicable law in accordance with its normal business practices, and such records will be made available to Class Counsel and Defendants' Counsel, the Parties, and their representatives promptly upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Should the Court request or should be reasonably advisable to do so, the Parties, in conjunction with the Settlement Administrator, shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator. The Settlement Administrator shall complete and provide to Defendants any W-9 forms necessary for Defendants to pay for the settlement administration costs and to otherwise implement this Settlement.

**3.2. CAFA Notice.**

Defendants shall serve notice of the Settlement Agreement that meets the requirements of CAFA within 10 days after the filing of the Agreement with the Court.

**3.3. Notice Plan.**

Notice of this Settlement Agreement shall be provided by way of the Short Form Notice and Long Form Notice. Defendants shall provide the Class List to the Settlement Administrator within 21 days after Preliminary Approval. Upon receipt, the Settlement Administrator shall utilize the National Change of Address System to update the addresses of the individuals identified in the Class List. The Settlement Administrator shall mail the Short Form Notice to all persons identified in the Class List, and shall create and activate the Settlement Website by the Notice Deadline. The Settlement Administrator shall maintain the Settlement Website until the Settlement Agreement is fully administered. Additionally, following the mailing of the Short Form Notice to the individuals identified the Class List, the Settlement Administrator will re-mail the Short Form Notice to those whose Short Form Notices were returned as undeliverable, if an alternative mailing address can be

located. The Settlement Administrator shall initially attempt to re-mail the Short Form Notice to any address identified by way of an address change notification from the U.S. Postal Service. If an address change notification is not received, the Settlement Administrator shall attempt to obtain an updated address using reasonable methods to locate an updated address. No later than 14 days before the Opt-Out and Objection Deadline, the Settlement Administrator shall provide the Parties proof that it complied with this Paragraph, and shall provide the Parties with a list of all individuals to which any Short Form Notice was returned undeliverable.

**3.4. Claims Process.**

In order to obtain a share of the Claims Fund, the Settlement Class Members must submit a Claims Form. A Claims Form must be complete and must be postmarked by the Claims Deadline to be valid. The Settlement Administrator shall receive and process all Claim Forms. If any Claims Form is disallowed for any reason, then the Settlement Administrator, within 7 days of the decision to disallow, shall notify the person who submitted the Claims Form by first class mail, with an electronic copy to Class Counsel and Defendants' Counsel: (a) that the Claims Form has been disallowed; and (b) the reasons for such disallowance. The Settlement Administrator shall include a clean copy of a Claims Form with the mailing. Any person who submitted the disallowed Claims Form may, within 14 days after the date of mailing of the notice of disallowance, resubmit a Claim Form, which shall be reviewed by the Settlement Administrator and either allowed or disallowed within 7 days after receipt of the resubmitted Claims Form. The Settlement Administrator shall notify the person who submitted the Claims Form, Class Counsel, and Defendants' Counsel with respect to any such decision on a resubmitted Claims Form.

**3.5. Opt-Out Process.**

All individuals on the Class List may opt out of the Settlement Class by submitting a valid request for exclusion. To be valid, a request must be postmarked by the Opt-Out Deadline, must

be in writing and addressed to the Settlement Administrator, and must state: “I do not want to be part of the Settlement Class in *Haston v. RCS, FAS*,” or contain words to that effect. The request also must be signed and include the name of the person on the Class List making the request, along with their name, address, and phone number, and last four digits of their social security number.

The Settlement Administrator shall provide copies of opt-outs received to the Parties no later than 3 days after they are received. No later than 14 days before the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel, who shall file it with the Court, a declaration verifying that notice has been provided to the Settlement Class as set forth herein and listing all of the valid opt-outs received.

All individuals on the Class List who timely submit a valid opt-out will exclude themselves from the Settlement Class and preserve their ability to independently pursue, at their own expense, any individual, non-class, non-representative claims he or she claims to have against Defendants. Any such individual on the Class List who so opts out will not be bound by further orders or judgments in the Litigation as they relate to the Settlement Class.

### **3.6. Objection Process.**

All individuals on the Class List who do not opt-out in accordance with § 3.5, may object to the Settlement Agreement by submitting a valid objection. Objections must be served on counsel for the Parties and filed by the Objection Deadline to be valid. Valid objections also must include: (1) the objecting Settlement Class Member’s full name, address and current telephone number; (2) if the individual is represented by counsel, the name and telephone number of counsel, if counsel intends to submit a request for fees, and factual and legal support for that request; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (4) the identity of any witnesses the objector may call to testify; (5) a listing of all exhibits the objector

intends to introduce into evidence at the Final Approval Hearing, with true and correct of copies of such exhibits; (6) a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel; and (7) the objector's signature and a notation that it is for "*Timothy Haston v. Resurgent Capital Services, L.P., and Frontline Asset Strategies, LLC.*, No. 2:20-cv-01008-WSH."

Persons who fail to timely file and serve a written objection pursuant to this Paragraph may not object to the approval of the Settlement and will be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

### **3.7 Removal of Settlement Administrator**

If the Settlement Administrator fails to perform adequately on behalf of the Parties and/or the Class, the Parties may agree to remove the Settlement Administrator. Neither Party shall unreasonably withhold consent to remove. The Parties will attempt to resolve any disputes regarding the retention or dismissal of the Settlement Administrator in good faith. If unable to so resolve a dispute, the Parties will refer the matter to the Court for resolution.

### **3.8 Indemnification by Settlement Administrator**

The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Defense Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice and the administration of the Agreement; (ii) the determination, administration, calculation or payment of any claims asserted against the Claims Fund; and (iii) the payment or withholding of any taxes or expenses.

The Parties, Class Counsel, and Defense Counsel shall not have any liability whatsoever with respect to (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice and the

administration of the Agreement; (ii) the determination, administration, calculation or payment of any claims asserted against the Claims Fund; or (iii) the payment or withholding of any taxes and expenses.

**4. PRELIMINARY AND FINAL APPROVAL**

**4.1.** The Parties shall seek entry by the Court of the Preliminary and the Final Approval Orders.

**4.2.** In doing so, the Parties shall seek to certify the Settlement Class for settlement purposes only and in order to administer the terms of the Settlement Agreement.

**5. MISCELLANEOUS PROVISIONS**

**5.1. Termination.**

Any party may terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement if any of the following conditions subsequent occurs: a) the Parties fail to obtain and maintain Preliminary or Final Approval; b) the Court fails to enter a final order consistent with the provisions of this Settlement Agreement; c) the Court modifies the scope of the release; d) the Court imposes a greater financial burden on Defendants; e) the Settlement is not upheld on appeal, including review by the United States Supreme Court; f) the Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Settlement Agreement; or g) the Parties or their counsel commit a material breach of the Settlement Agreement before Final Approval.

In the event of termination, this Agreement shall have no force or effect and the Parties will return to the *status quo ante* in the Litigation as it existed prior to the signing of this Agreement. The Parties further agree to cooperate in asking the Court to set a reasonable schedule for the resumption of the action.

**5.2. Best Efforts to Obtain Court Approval.**

The Parties' and their counsel agree to use their best efforts to obtain Court approval of this Settlement Agreement, subject, however, to any rights to terminate the Settlement Agreement, as provided herein.

**5.3. Court's Jurisdiction.**

The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement. The Court also shall retain exclusive jurisdiction: (1) over any subsequent claim against Defendants related to a Settlement Released Claims; and (2) over any determination of whether a subsequent lawsuit is released by the Settlement Agreement. Any such subsequent lawsuit against Defendants necessarily raises the threshold issue of whether the plaintiff in such suit is a member of the Settlement Class in this case such that a subsequent suit is prohibited under the terms of this Settlement Agreement.

**5.4. Settlement Notices.**

Except for the notice provided for in § 3.3, all other notices or formal communications under this Settlement Agreement shall be in writing and shall be given, with a copy: (1) by email; (2) by hand delivery; (3) by registered or certified mail, return receipt requested, postage pre-paid; or (4) by overnight courier to counsel for the Party to whom notice is directed at the following addresses:

For the Named Plaintiff and the Settlement Class:

Kevin Abramowicz  
East End Trial Group LLC  
6901 Lynn Way, Suite 215  
Pittsburgh, PA 15201  
(412) 223-5740  
[kabramowicz@eastendtrialgroup.com](mailto:kabramowicz@eastendtrialgroup.com)

Eugene D. Frank  
Law Offices of Eugene D. Frank, P.C.  
3202 McKnight East Drive  
Pittsburgh, PA 15237  
(412) 366-4276  
[efrank@edf-law.com](mailto:efrank@edf-law.com)

For Defendants:

Jessica G. Lucas  
Gordon Rees Scully Mansukhani, LLP  
707 Grant Street, Suite 3800  
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Peter Siachos  
Gordon Rees Scully Mansukhani, LLP  
40 Calhoun St., Suite 350  
Charleston, SC 29401  
(843) 278-5900  
[psiachos@grsm.com](mailto:psiachos@grsm.com)

Counsel may designate a change of the person to receive notice or a change of address, from time to time, by giving notice to all Parties in the manner described in this Section.

**5.5. Complete Agreement.**

This Settlement Agreement is the entire, complete agreement of each and every term agreed to by and among Named Plaintiff, the Settlement Class, Defendants, and their counsel. In entering into this Agreement, no Party has made or relied on any warranty or representation not specifically set forth herein. This Agreement shall not be modified except by a writing executed by all the Parties.

**5.6. Headings for Convenience Only.**

The headings in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

**5.7. Severability.**

In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision.

**5.8. No Party Is the Drafter.**

None of the Parties shall be considered to be the primary drafter of this Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

**5.9. Execution in Counterparts.**

This Agreement may be executed in counterparts, and the execution of counterparts shall have the same effect as if all Parties had signed the same instrument. Facsimile, electronic, and scanned signatures shall be considered as valid signatures as of the date signed, although the original signature pages shall thereafter be appended to the Settlement Agreement. The Agreement shall not be deemed executed until signed by Named Plaintiff, Class Counsel, Defendants, and by counsel for Defendants.

**5.10 Covenant Not to Sue.**

The Named Plaintiff, on behalf of himself and the Settlement Class Members, covenants and agrees: (i) not to bring, file, charge, sue or cause, assist, commence, prosecute, intervene in, or participate in (as class members, individually, or otherwise) any claim, charge, suit, complaint, action or cause of action in any jurisdiction or forum based on or relating to any Settlement Released Claims against any of the Defendants or other released parties; (ii) not to organize or solicit the participating of Settlement Class Members, or persons who would otherwise fall within the definition of the Settlement Class but who requested to be excluded from the Settlement Class, in a separate class or individual action for purposes of pursuing any action (including by seeking

to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Settlement Released Claims against any of the parties released; and (iii) that the foregoing covenants and this Agreement shall be a complete defense to any of the Settlement Released Claims against any such released parties.

**5.11 Stay of Discovery and Other Proceedings**

To the extent the Litigation has not already been stayed by the Court, upon execution of this Settlement Agreement, the Parties shall discontinue all discovery activity or related proceedings in the Litigation, provided that if this Settlement Agreement is terminated, the Parties may pursue discovery or related proceedings.

**5.12. Confidentiality; Public Statements**

The Parties, including their Counsel, agree that the terms of this Settlement Agreement shall remain confidential and not be disclosed by any Party until the Settlement Agreement is filed in connection with a motion for preliminary approval. The Parties agree that information and documents exchanged in negotiating this Settlement Agreement were so exchanged pursuant to the Federal Rules of Evidence, and no such confidential information exchanged or produced by either Party may be used for or revealed for any purpose other than this Settlement Agreement. This does not apply to publicly available information or documents. Nothing contained in this Settlement Agreement shall be construed as limiting Class Counsel's right to seek any of the information or documents exchanged in negotiating this Settlement Agreement in discovery in the Litigation should this Settlement Agreement fail for any reason or as limiting Defendants' right to object to the production of any of the information or documents in the Litigation based on grounds other than the exchange of information in negotiating this Settlement Agreement. The Parties agree to return or dispose of confidential information and documents exchanged in negotiating this Agreement within sixty (60) days of the Effective Date.

To the extent Class Counsel or the Parties wish to issue any general or public communication about the settlement, any such public statement shall be limited to publicly available information, to the information contained in the Court-approved notice, and/or the documents filed in the Litigation. Any other general or public communication must be made in a form mutually agreed upon by Class Counsel and Defendants' counsel and approval of any such general or public communication shall not be unreasonably withheld. This advance approval provision shall not apply to any legally compelled filings or disclosures.

**5.13. Obligation to Meet and Confer**

Before filing any motion in the Court raising a dispute arising out of or related to this Settlement Agreement, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

**5.14 Amendment/Modification**

The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest, and approved by the Court. 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. Class Counsel, on behalf of the Class, are expressly authorized by the Named Plaintiff to take all appropriate action required or permitted to be taken by the Class pursuant to the Settlement Agreement to effect its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Class which they deem appropriate.

**5.15 Governing Law**

The Settlement Agreement and any exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the Commonwealth of Pennsylvania, and the rights and obligations of the Parties to the Settlement Agreement shall be

construed and enforced in accordance with, and governed by, the internal, substantive laws of Pennsylvania without giving effect to the Commonwealth of Pennsylvania's choice of law principles.

**5.16 No Collateral Attack**

The Settlement Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of notices of the Settlement after final approval and judgment is entered.

**Named Plaintiff:**

*Tim Haston*  
Tim Haston, Jan 4, 2024, 4:33:55 PM  
Timothy Haston

**Defendants:**

Resurgent Capital Services, L.P.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Frontline Asset Strategies, LLC

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Counsel for Named Plaintiff  
and Settlement Class:**

*Kevin Abramowicz*  
Kevin Abramowicz  
Kevin Tucker  
Chandler Stieger  
Stephanie Moore  
East End Trial Group LLC  
6901 Lynn Way, Suite 215  
Pittsburgh, PA 15201  
(412) 223-5740  
[kabramowicz@eastendtrialgroup.com](mailto:kabramowicz@eastendtrialgroup.com)  
[ktucker@eastendtrialgroup.com](mailto:ktucker@eastendtrialgroup.com)

Eugene D. Frank  
Law Offices of Eugene D. Frank, P.C.  
3202 McKnight East Drive  
Pittsburgh, PA 15237  
(412) 366-4276  
[efrank@edf-law.com](mailto:efrank@edf-law.com)

**Counsel for Defendants:**

\_\_\_\_\_  
Jessica G. Lucas  
Gordon Rees Scully Mansukhani, LLP  
707 Grant Street, Suite 3800  
Pittsburgh, PA 15219  
(412) 577-7400  
[jlucas@grsm.com](mailto:jlucas@grsm.com)

**Named Plaintiff:**

\_\_\_\_\_  
Timothy Haston

**Defendants:**

Kim Hannigan  
\_\_\_\_\_  
Resurgent Capital Services, L.P.  
Name: Kim Hannigan  
\_\_\_\_\_  
Title: Authorized Representative  
\_\_\_\_\_

Jason Davis  
\_\_\_\_\_  
Frontline Asset Strategies, LLC  
Name: Jason Davis  
\_\_\_\_\_  
Title: Chief Compliance Officer  
\_\_\_\_\_

**Counsel for Named Plaintiff  
and Settlement Class:**

\_\_\_\_\_  
Kevin Abramowicz  
Kevin Tucker  
Chandler Stieger  
Stephanie Moore  
East End Trial Group LLC  
6901 Lynn Way, Suite 215  
Pittsburgh, PA 15201  
(412) 223-5740  
[kabramowicz@eastendtrialgroup.com](mailto:kabramowicz@eastendtrialgroup.com)  
[ktucker@eastendtrialgroup.com](mailto:ktucker@eastendtrialgroup.com)

Eugene D. Frank  
Law Offices of Eugene D. Frank, P.C.  
3202 McKnight East Drive  
Pittsburgh, PA 15237  
(412) 366-4276  
[efrank@edf-law.com](mailto:efrank@edf-law.com)

**Counsel for Defendants:**

\_\_\_\_\_  
Jessica G. Lucas  
Gordon Rees Scully Mansukhani, LLP  
707 Grant Street, Suite 3800  
Pittsburgh, PA 15219  
(412) 577-7400  
[jlucas@grsm.com](mailto:jlucas@grsm.com)

# EXHIBIT 1

# COURT ORDERED NOTICE

*Timothy Haston v.  
Resurgent Capital  
Servs., L.P., et al.*

## Class Action Claim Form

**Claim Filing  
Deadline: XX/XX/XX**

*Haston v. RCS, FAS*  
c/o Settlement Administrator

XXXX  
XXXX

FIRST CLASS  
MAIL  
US POSTAGE  
PAID  
Permit# \_\_



Postal Service: Please do not mark barcode

Notice ID: <<noticeid>>  
PIN: <<pin>>

<<fname>> <<lname>>  
<<addrline1>>  
<<addrline2>>  
<<city>>, <<state>> <<zip>>  
<<country>>

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF PENNSYLVANIA  
Case No. 2:20-cv-01008-WSH

*Haston v. RCS, FAS*  
c/o Settlement Administrator

XXX  
XXXXX



Notice ID: <<noticeid>>  
PIN: <<pin>>

Name/Address Changes:

<<fname>> <<lname>>  
<<addrline1>> <<addrline2>>  
<<City>>, <<St>> <<Zip>>  
<<Country>>

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To receive a payment you must sign below and postmark your claim by  
DATE.**

You may also make a claim at [www.1692gFDCPASettlement.com](http://www.1692gFDCPASettlement.com) on or before **DATE**.

**By signing below, I certify that I want to receive a cash payment and that I  
received a letter from Defendants indicating that Defendants would  
assume a debt was valid unless a written dispute was sent to Defendants.**

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Your check will be sent to the same address as this postcard. To change the mailing address for your check, write the  
new address above or go to [www.1692gFDCPASettlement.com](http://www.1692gFDCPASettlement.com).

A settlement has been reached in the class action lawsuit against Resurgent Capital Services, L.P. ("RCS") and Frontline Asset Strategies, LLC ("FAS") for alleged violations of the Fair Debt Collection Practices Act ("FDCPA"). Plaintiff claims that RCS and FAS violated the FDCPA by sending letters to consumers stating that RCS and FAS would assume the debt at issue was valid unless the consumer sent a written dispute to RCS and FAS. RCS and FAS deny they violated any law but agreed to settle to avoid the uncertainties and expenses associated with litigation. This Notice summarizes the proposed Settlement. The complete Settlement terms are available at [www.1692gFDCPASettlement.com](http://www.1692gFDCPASettlement.com). You may also contact the Settlement administrator at XXX or the lawyers representing the Settlement Class at: for Kevin Abramowicz, 412-223-5740 or [kabramowicz@eastendtrialgroup.com](mailto:kabramowicz@eastendtrialgroup.com); for Eugene Frank, 412-366-4276 [efrank@edf-law.com](mailto:efrank@edf-law.com).

**Am I a Class Member?** RCS and FAS's records indicate that you may be a member of the Class. The Class includes all natural persons whom RCS and FAS's records reflect received a letter from April 1, 2020 through March 17, 2021 from RCS and FAS wherein RCS and FAS indicated they would assume the debt at issue was valid unless the consumer sent a written dispute.

**What Can I Get?** If the Court approves the Settlement and if you submit a Claim Form within the deadline, you will receive a cash payment. The settlement fund for the members of the Class is \$33,000.00. There are approximately 3,500 class members, and each person may submit a Claim Form. The amount available will depend on how many people submit a Claim Form. Each person that submits a Claim Form will be entitled to a *pro rata* share of the \$33,000.00 settlement fund.

**How Do I Get a Payment?** You must submit a timely and properly completed Claim Form postmarked no later than XXX to receive payment. **If you do not submit a Claim Form, you will not receive a payment.** You may use the Claim Form attached to this Notice or complete one online at [www.1692gFDCPASettlement.com](http://www.1692gFDCPASettlement.com).

**What Are My Other Options?** (1) Do Nothing. If you are a Class Member and you do nothing in response to this Notice, you will receive no monetary recovery and will lose both your right to sue RCS and FAS over matters related to this suit and to object to the Settlement of this suit. (2) Opt-Out. You may exclude yourself from the Class by mailing a written notice to the Settlement Administrator postmarked by XXX, that includes the statement you want to be excluded from the Class in *Haston v. RCS, FAS*, and includes your name, contact information, and last four digits of your SSN. If you exclude yourself, you will not receive a settlement payment, but you retain any rights you may have to sue RCS and FAS over the legal issues in this case. (3) Object. If you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and object to the Settlement. Your written, signed objection must be filed with the Court and served on the attorneys for the parties, by XXX. Instructions on how to object or opt-out are available at [www.1692gFDCPASettlement.com](http://www.1692gFDCPASettlement.com).

**Who Represents Me?** The Court has appointed a team of lawyers from East End Trial Group LLC and the Law Offices of Eugene D. Frank, P.C. to serve as Class Counsel. They will petition to be paid legal fees and expenses in an amount of \$115,000.00. The Class Representative will also petition for a Service Payment of \$2,500. These amounts will be paid separately from the \$33,000.00 to be paid to the Class.

**When Will the Court Consider the Settlement?** The Court will hold a final approval hearing on DATE, at TIME, at XXX. At that hearing, the Court will hear any objections concerning the fairness of the Settlement, decide whether to approve the requested attorneys' fees, Class Representative award, and administration costs, and determine whether the Settlement should be approved.

**How Do I Get More Information?** For more information, including the full Notice, Settlement Agreement, and a copy of the Claim Form, go to [www.1692gFDCPASettlement.com](http://www.1692gFDCPASettlement.com), or contact the Settlement Administrator at XXX.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Reply Mail  
Artwork

# EXHIBIT 2

*A FEDERAL COURT ORDERED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.*

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF PENNSYLVANIA**

TIMOTHY HASTON, individually and  
on behalf of all others similarly situated,

Case No. 2:20-cv-01008

Plaintiff,

v.

RESURGENT CAPITAL SERVICES, L.P.,  
FRONTLINE ASSET STRATEGIES, LLC,  
and JOHN DOES 1-5,

Defendants.

**NOTICE OF CLASS ACTION SETTLEMENT**

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

**The proposed settlement discussed in this Notice may affect your rights.**

- This Notice explains what the class action is about, what the Settlement will be if it is approved by the United States District Court for the Western District of Pennsylvania, what benefits you may receive under the Settlement, and what to do if you want to (i) object to the Settlement; or (ii) not participate in the Settlement and instead “opt out” of the class action. These rights – **and the deadlines to exercise them** – are explained in this Notice.
- The Court still has to decide whether to approve the Settlement. The relief provided to Settlement Class Members will be provided if the Court approves the Settlement and after appeals, if any, are resolved in favor of the Settlement. Please be patient.
- **YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. READ THIS NOTICE CAREFULLY BECAUSE IT EXPLAINS DECISIONS YOU MUST MAKE AND ACTIONS YOU MUST TAKE NOW.**

<b>IF YOU SUBMIT A CLAIM FORM</b>	You may submit a claim if you received a letter from Resurgent Capital Services, L.P. (“RCS”), and Frontline Asset Strategies, LLC (“FAS”) dated between April 1, 2020 and March 17, 2021 where such letter indicated that RCS and FAS would assume the debt at issue was valid unless You sent a written dispute. You can submit the claim form you received in the mail, or submit a claim at: <a href="http://www.1692gFDCPASettlement.com">www.1692gFDCPASettlement.com</a> . The deadline to submit a claim is [REDACTED]. <b><u>You must submit a claim to get money.</u></b> You may also request that the lawyers who represent the class contact you to discuss your rights. You will release certain claims and remedies that you have against RCS and FAS. The full release and full settlement terms are available at: <a href="http://www.1692gFDCPASettlement.com">www.1692gFDCPASettlement.com</a> .
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**IF YOU WISH TO OBTAIN MORE INFORMATION, YOU CAN CONTACT THE  
SETTLEMENT ADMINISTRATOR AT [REDACTED] OR THE LAWYERS  
REPRESENTING THE CLASS AT 412-223-5740 OR  
KABRAMOWICZ@EASTENDTRIALGROUP.COM**

<b>IF YOU DO NOTHING</b>	If the Court approves the Settlement and you do nothing, you will release certain claims and that you have against RCS and FAS. The full release is available at: <a href="http://www.1692gFDCPASettlement.com">www.1692gFDCPASettlement.com</a> . <b><u>If you do not submit a claim form, you will not receive a settlement payment.</u></b> If you are a Class Member and do nothing, <b>you will still be part of the Settlement Class</b> but you must submit a claim form to receive a cash payment.
<b>IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	You have the right to exclude yourself (“opt out”) from the Settlement by sending a written request addressed to “Exclusion— <i>Haston v. RCS, FAS</i> Settlement Administrator” at [REDACTED]. You must state that you wish to be excluded from the Settlement and include the information discussed in more detail in this Notice. If you validly opt out, you will not receive any monetary payments from the Settlement and you will not have any right to object to the Settlement, but you will not be bound by the terms of the Settlement. The opt-out deadline is [REDACTED].
<b>OBJECT</b>	You have the right to object to the Settlement if you believe it is unfair. The objection deadline is [REDACTED]. Objections must be in writing, <b>filed, mailed, and postmarked on or before [DATE]</b>
<b>GO TO THE HEARINGS</b>	You can ask to speak to the Court about “fairness” of the Settlement, after you submit your objection. A Notice of Intention to Appear must be in writing, <b>filed, mailed, and postmarked</b> on or before <b>[DATE]</b> in addition to submitting a timely objection.

### WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Timothy Haston (“Mr. Haston”), on behalf of himself and all others similarly situated, filed a class action lawsuit in federal court against Resurgent Capital Services, L.P. (“RCS”) and Frontline Asset Strategies, LLC (“FAS”), alleging that RCS and FAS violated the Fair Debt Collection Practices Act (“FDCPA”). The FDCPA requires debt collectors to inform consumers that they may dispute the validity of a debt. A decision from the United States Court of Appeals for the Third Circuit interpreted this to mean that consumers residing in the Third Circuit Court of Appeals (Pennsylvania, New Jersey, Delaware, and the U.S. Virgin Islands) may orally dispute the validity of a debt and are not required to submit a dispute in writing.

Mr. Haston alleged that RCS and FAS violated the FDCPA when RCS and FAS sent letters that told consumers they may only dispute debts in writing. Mr. Haston alleged that this language misled consumers to believe that they could only dispute the validity of a debt in writing, when the FDCPA would also permit an oral dispute regarding the validity of the debt.

RCS and FAS deny they did anything wrong or violated any laws. The Court has not determined that RCS or FAS violated the FDCPA. This notice should not be interpreted as an expression of the Court’s opinion on the merits of the lawsuit.

Within the Settlement, you are a member of the “Settlement Class.” The Settlement Class is defined to include: all natural persons residing in Pennsylvania, New Jersey, Delaware, and the

**IF YOU WISH TO OBTAIN MORE INFORMATION, YOU CAN CONTACT THE  
SETTLEMENT ADMINISTRATOR AT [REDACTED] OR THE LAWYERS  
REPRESENTING THE CLASS AT 412-223-5740 OR  
KABRAMOWICZ@EASTENDTRIALGROUP.COM**

U.S. Virgin Islands whom RCS and FAS's records reflect were sent a letter dated between April 1, 2020 and March 17, 2021, where the letter stated that the debt at issue would be assumed valid unless the consumer disputed the debt in writing.

The Parties have agreed to a settlement of this lawsuit after considering, among other things: (1) the substantial benefits to the proposed Settlement Class under the terms of the Settlement Agreement; (2) the risks, costs, and uncertainty of protracted litigation, especially in actions such as these, as well as the difficulties and delays inherent in such litigation; and (3) the desirability of consummating the Settlement Agreement promptly in order to provide effective relief to the proposed Settlement Class. Even if the case advanced to trial, Plaintiff would face the risk of losing at trial and the risk that a Class might not be certified, as well as the risk of appeals which could last one or more additional years even if Plaintiff prevails at trial.

For Defendants (who deny all allegations of liability and deny that any Class Members were damaged) the principal reason for the Settlement is to eliminate the burden, expense, uncertainty and risk of further litigation. The proposed Settlement does not suggest that Defendants have or have not done anything wrong, or that Plaintiff and the proposed Class would or would not win their case should it go to trial.

#### **WHAT CAN I GET OUT OF THE SETTLEMENT?**

A \$33,000.00 Claims Fund will be used to make cash payments to the class members. You have the right to submit a claim for your *pro rata* portion of the Settlement Fund if RCS and FAS sent you a letter stating that the debt at issue would be assumed valid unless the consumer disputed the debt in writing. You can submit the claim form you received in the mail, or fill out and submit a claim at [www.1692gFDCPASettlement.com](http://www.1692gFDCPASettlement.com) to be eligible to receive a cash payment. **You must submit a claim form to get money.** The claim form deadline is [REDACTED].

#### **WHO ARE THE ATTORNEYS REPRESENTING THE CLASS AND HOW WILL THEY BE PAID?**

The Court has approved lawyers to represent the Settlement Class ("Class Counsel"). If you prefer to hire your own attorney to represent you in this case, you may do so. The attorneys who have been appointed by the Court to represent the class are:

Kevin Abramowicz  
Kevin Tucker  
Chandler Steiger  
Stephanie Moore  
6901 Lynn Way, Suite 215  
Pittsburgh, PA 15208  
(412) 223-5740  
[kabramowicz@eastendtrialgroup.com](mailto:kabramowicz@eastendtrialgroup.com)  
[ktucker@eastendtrialgroup.com](mailto:ktucker@eastendtrialgroup.com)

**IF YOU WISH TO OBTAIN MORE INFORMATION, YOU CAN CONTACT THE SETTLEMENT ADMINISTRATOR AT [REDACTED] OR THE LAWYERS REPRESENTING THE CLASS AT 412-223-5740 OR [KABRAMOWICZ@EASTENDTRIALGROUP.COM](mailto:kabramowicz@eastendtrialgroup.com)**

[csteiger@eastendtrialgroup.com](mailto:csteiger@eastendtrialgroup.com)  
[smoore@eastendtrialgroup.com](mailto:smoore@eastendtrialgroup.com)

Eugene D. Frank  
Law Offices of Eugene D. Frank, P.C.  
3202 McKnight East Drive  
Pittsburgh, PA 14237  
(412) 366-4276  
[efrank@edf-law.com](mailto:efrank@edf-law.com)

Subject to Court approval, Class Counsel will seek fees and costs in the amount of \$115,000.00. Class Counsel will also seek a service award in the amount of \$2,500 to be paid to Mr. Haston for his services in representing the Settlement Class. These attorneys' fees, costs, and service award payments will be paid separate from the \$33,000.00 Claims Fund for the class members and will not affect the Claims Fund. The settlement administration costs will also be paid separate from the Claims Fund established for the class members and will not affect the Claims Fund.

#### **WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?**

You give up your right to sue or file a lawsuit, or bring any action, seeking damages against RCS and FAS based on the letter RCS and FAS sent to you informing you that they would assume the debt at issue in the letter was valid unless you sent a written dispute. Giving up your legal claims is called a release. You will be enjoined and barred from initiating, prosecuting, continuing, or participating in any lawsuit or other proceeding related to this case, whether as a direct or representative action. As part of the Court's preliminary approval, you will be preliminarily enjoined from maintaining, commencing, prosecuting, or pursuing directly, representatively, or in any capacity any released claim as set forth in the Settlement Agreement against Defendants or their related parties or affiliates.

#### **IF I CHOOSE TO DO SO, HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?**

The Court will exclude from the Class any individual who validly requests exclusion. If you want to be excluded, you must mail a written request addressed to "Exclusion—*Haston v. RCS, FAS* Settlement Administrator" at [REDACTED]. **The request must be in writing and postmarked on or before [REDACTED].** The request must state: "I do not want to be part of the Class in *Haston v. RCS, FAS.*" The request must be signed and must include your name, address, telephone number, and last four digits of your social security number. The address you use on your exclusion request should be the address to which this notice was mailed. If you have a new address, please also inform the Settlement Administrator of the new address. If you exclude yourself, you are not eligible to receive a payment, and you cannot object to the Settlement.

**If your request for exclusion is late or deficient, you will be considered a part of the Settlement Class, you will be bound by the Settlement Agreement and by all other orders and judgments in this lawsuit, and you will not be able to participate in any other lawsuits based on the claims in this case.**

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**IF YOU WISH TO OBTAIN MORE INFORMATION, YOU CAN CONTACT THE  
SETTLEMENT ADMINISTRATOR AT [REDACTED] OR THE LAWYERS  
REPRESENTING THE CLASS AT 412-223-5740 OR  
KABRAMOWICZ@EASTENDTRIALGROUP.COM**

## **HOW DO I OBJECT TO THE SETTLEMENT?**

You may object to all or part of the Settlement if you think it is not fair, reasonable, and/or adequate. **You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement.** If the Court denies approval, no settlement benefits will be conferred and the lawsuit will continue. If that is what you want to happen, you must object. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. Persons wishing to be heard orally at the hearing are required to indicate in their objection their intention to appear, the identity of any witnesses they may call to testify, and the exhibits, if any, they intend to introduce into evidence.

To object, you must file with the Court and serve on counsel a written explanation of the reasons you think that the Court should not approve the Settlement. Be sure to sign the letter and include your name, address, and the basis of your objection, and include a notation that it is for “*Timothy Haston v. Resurgent Capital Services, L.P., and Frontline Asset Strategies, LLC.*, No. 2:20-cv-01008-WSH.” **The deadline to file an objection and to serve it on each of the lawyers is [REDACTED]. Any Class Member who does not object in the manner described in this Notice will not be able to make any objection to the Settlement.** The attorneys on which an objection must be served are:

Kevin Abramowicz  
Kevin Tucker  
Chandler Steiger  
Stephanie Moore  
East End Trial Group LLC  
6901 Lynn Way, Suite 215  
Pittsburgh, PA 15201  
(412) 223-5740  
[kabramowicz@eastendtrialgroup.com](mailto:kabramowicz@eastendtrialgroup.com)  
[ktucker@eastendtrialgroup.com](mailto:ktucker@eastendtrialgroup.com)  
[csteiger@eastendtrialgroup.com](mailto:csteiger@eastendtrialgroup.com)  
[smoore@eastendtrialgroup.com](mailto:smoore@eastendtrialgroup.com)

Eugene D. Frank  
Law Offices of Eugene D. Frank, P.C.  
3202 McKnight East Drive  
Pittsburgh, PA 14237  
(412) 366-4276  
[efrank@edf-law.com](mailto:efrank@edf-law.com)

*Attorneys for Plaintiffs*

Jessica G. Lucas  
Gordon Rees Scully Mansukhani, LLP  
707 Grant Street, Suite 3800  
Pittsburgh, PA 15219  
(412) 577-7400  
[jlucas@grsm.com](mailto:jlucas@grsm.com)

Peter Siachos  
Gordon Rees Scully Mansukhani, LLP  
40 Calhoun St., Suite 350  
Charleston, SC 29401  
(843) 278-5900  
[psiachos@grsm.com](mailto:psiachos@grsm.com)

*Attorneys for Defendants*

**IF YOU WISH TO OBTAIN MORE INFORMATION, YOU CAN CONTACT THE SETTLEMENT ADMINISTRATOR AT [REDACTED] OR THE LAWYERS REPRESENTING THE CLASS AT 412-223-5740 OR [KABRAMOWICZ@EASTENDTRIALGROUP.COM](mailto:kabramowicz@eastendtrialgroup.com)**

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

Once the deadlines for opting out of or objecting to the Settlement set forth have passed, the Court will hold a Fairness Hearing on [REDACTED], at [REDACTED]. The address of the courthouse is XXX. At the Fairness Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also hear objections to the Settlement, if any. We do not know how long the Court will take to make its decision. In addition, the hearing may be continued at any time by the Court without further notice to you.

You do not have to appear to receive a benefit. Should the Court approve the Settlement, it will be binding on all class members who do not validly exclude themselves. If you choose to attend the hearing, you may do so at your own expense. You may ask the Court for permission to speak at the hearing.

If the Court approves the Settlement and there are no appeals, then Defendants will fund the Claims Fund no later than XXX days after the entry of the Final Approval Order dismissing the case with prejudice. However, because it is always possible for there to be unexpected delays or appeals, it is possible that these benefits will be delayed, or that an appeals court will determine that the benefits may not be conferred.

**WHERE CAN I GET ADDITIONAL INFORMATION?**

This notice is only a summary of the proposed settlement of this lawsuit. For more information, you may email or call Class Counsel at [kabramowicz@eastendtrialgroup.com](mailto:kabramowicz@eastendtrialgroup.com), (412) 223-5740; or [efrank@edf-law.com](mailto:efrank@edf-law.com), (412) 366-4276. You may also contact the Settlement Administrator at [REDACTED]. Certain pleadings and documents filed in this case, including the Agreement, may be viewed by visiting the website [www.1692gFDCPASettlement.com](http://www.1692gFDCPASettlement.com), or are available for review in the Clerk's Office.

**IF YOU WISH TO OBTAIN MORE INFORMATION, YOU CAN CONTACT THE SETTLEMENT ADMINISTRATOR AT [REDACTED] OR THE LAWYERS REPRESENTING THE CLASS AT 412-223-5740 OR KABRAMOWICZ@EASTENDTRIALGROUP.COM**



# EXHIBIT 3

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF PENNSYLVANIA**

TIMOTHY HASTON, individually and  
on behalf of all others similarly situated,

Plaintiff,

v.

RESURGENT CAPITAL SERVICES, L.P.,  
FRONTLINE ASSET STRATEGIES, LLC,  
and JOHN DOES 1-5,

Defendants.

Case No. 2:20-cv-01008

**ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, upon consideration of Plaintiff's Motion for Preliminary Approval and all related papers and responses thereto, IT IS ORDERED THAT:

1. Based on the rigorous review the Court has conducted, Plaintiff's Motion for Preliminary Approval is GRANTED.

2. At the preliminary approval stage, the Court's task is to evaluate whether the settlement is within the "range of reasonableness." *See In re Nat'l Football League Players Concussion Injury Litig.*, 821 F.3d 410, 437 (3d Cir. 2016), *as amended* (May 2, 2016). In determining whether class action settlement should be approved, "[c]ourts judge the fairness of a proposed compromise by weighing the plaintiff's likelihood of success on the merits against the amount and form of the relief offered in the settlement. [citation omitted] ... They do not decide the merits of the case or resolve unsettled legal questions." *Carson v. American Brands, Inc.*, 450 U.S. 79, 88 n. 14 (1981). To determine whether to approve a class action settlement the district court must consider whether (1) the settlement is the product of arm's-length, informed

negotiation; (2) the settlement falls firmly within the range for approval, *i.e.*, is fair, adequate, and reasonable and is without obvious deficiencies; (3) the settlement does not grant improper treatment to certain members of the class; and (4) the proceedings are sufficiently advanced to allow for adequate evaluation of a proposed settlement that would account for litigation risks. *In re NFL Players' Concussion Injury Litigation*, 301 F.R.D. at 198 (citing *In re Linerboard Antitrust Litig.*, 292 F. Supp. 2d 631, 638 (E.D. Pa. 2003)). Settlement negotiations that involve arm's-length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See Manual for Complex Litigation*, Third, § 30.42 (West 1995) ("A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arms'-length negotiations between experienced, capable counsel after meaningful discovery.") This Court has carefully reviewed the Settlement Agreement, as well as the files, records, and proceedings to date, and hereby grants preliminary approval.

3. The Parties are ordered to comply with the schedule as set forth in this Order, and to comply with the terms of the Settlement Agreement.

4. Pursuant to Fed. R. Civ. P. 23(b)(3), the following Settlement Class is conditionally certified for purposes of settlement, and pursuant to the terms and conditions of the Settlement Agreement (and for no other purpose and with no other effect upon the action, including no effect upon the action should the Settlement Agreement not be finally approved or its effective date not occur), a class of:

All natural persons residing in Delaware, Pennsylvania, New Jersey, and the U.S. Virgin Islands who, from April 1, 2020 through March 17, 2021, received a letter from Defendants that stated in some form that Defendants would assume the debt at issue in the letter was valid unless the consumer sent a written dispute to Defendants.

5. The Settlement Class expressly excludes officers and directors of Defendants; family members of the officers and directors of Defendants; any parents, subsidiaries, affiliates, of the Defendants; and any entity in which the Defendants have a controlling interest; all judges assigned to hear any aspect of this litigation, as well as their immediate family members; all persons and entities that have released the Settlement Class Released Claims described in the Settlement Agreement prior to the Court's preliminary approval; and government entities; and any person who timely and validly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

6. The Court finds that, for the purpose of this Settlement, the requirements of Rule 23 of the Federal Rules of Civil Procedure are satisfied, and that a class action is an appropriate method for resolving the disputes in this litigation.

7. Specifically, the Court finds that the Settlement Class satisfies the prerequisites for class certification in that:

- (a) The class is so numerous that joinder is impracticable.
- (b) There are questions of law and fact common to the members of the class, which common questions predominate over any questions that affect only individual class members.
- (c) Plaintiff's claims are typical of the claims of the class members.
- (d) Plaintiff and class counsel have fairly and adequately represented the interests of the class members.
- (e) A class action is superior to other alternative methods of adjudicating the issues in dispute between the parties

8. The Court also finds that federal subject matter jurisdiction exists.

9. The Court finds that the settlement, on the terms and conditions set forth in the Settlement Agreement is fundamentally fair, reasonable, adequate, and in the best interests of the Settlement Class members, especially in light of the benefits achieved on behalf of them, the risk and delay inherent in litigation, and the limited amount of any potential recovery that could be shared by the Settlement Class members. The terms and conditions of the Settlement Agreement are hereby incorporated as though fully set forth in this Order.

10. Pursuant to Fed. R. Civ. P. 23, the Court finds that Plaintiff Timothy Haston has claims typical of and fairly and adequately represents and protects the interests of the Settlement Class and appoints him as Class Representative.

11. Pursuant to Fed. R. Civ. P. 23(g), the Court appoints Kevin Abramowicz, Kevin Tucker, Chandler Steiger, and Stephanie Moore of The East End Trial Group LLC, and Eugene D. Frank of the Law Offices of Eugene D. Frank, P.C. as Class Counsel.

12. The Settlement Agreement provides for Defendants to: (1) establish a \$33,000.00 Claims Fund for the class; (2) pay any and all costs to administer the settlement; (3) pay the Named Plaintiff an incentive payment in the amount of \$2,500.00; and (4) pay attorneys' fees and costs in the amount of \$115,000.00.

13. Pursuant to Fed. R. Civ. P. 53(c), Settlement Services, Inc. is approved and appointed as the Settlement Administrator.

14. Settlement Services, Inc. shall be responsible for providing notice and administering the settlement of this case according to the terms set forth in the Settlement Agreement and as ordered herein.

15. No later than 21 days after the entry of this Order, Defendants shall provide the Class List to the Settlement Administrator.

16. No later than 42 days after the entry of this Order (the “Notice Deadline”), the Settlement Administrator shall cause the Short Form Notice attached as Exhibit 1 to the Settlement Agreement to be postmarked and mailed to all Settlement Class members in accordance with the terms of the Settlement Agreement, and shall cause the Long Form Notice attached as Exhibit 2 to the Settlement Agreement to be placed on the Settlement Website, in accordance with the terms of the Settlement Agreement.

17. The Court finds that mailing and distributing notice in the manner set forth herein and in the Settlement Agreement is the best notice practicable under the circumstances, is a reasonable method calculated to reach all individuals who would be bound by the Settlement, consistent with due process of law, and constitutes due and sufficient notice of this Order and the settlement to all persons entitled thereto and is in full compliance with the requirements of Fed. R. Civ. P. 23. The notice fairly, plainly, accurately, and reasonably informs potential Settlement Class Members of appropriate information about: (1) the nature of this action, the definition of the Settlement Class, the identity of Class Counsel, and the essential terms of the Settlement Agreement, including the plan for the monetary relief, motions for approval and for attorneys’ fees, and any other important documents in this action; (2) Plaintiff’s forthcoming application for the Service Award and Class Counsel’s attorneys’ fees and costs; (3) this Court’s procedures for final approval; (4) how to opt out or object to the Settlement; (6) how to obtain additional information regarding this action and the Settlement; and (7) the date of the Final Approval Hearing and that the date may change without further notice to the Settlement Class.

18. Within 60 days of the Notice Deadline, any Settlement Class Member that wishes to obtain payment from the Claims Fund must submit a Claims Form in accordance with the terms of the Settlement Agreement.

19. Any Settlement Class Member that submits a claim shall be entitled to a *pro rata* share of the Claims Fund.

20. Within 60 days of the Notice Deadline, any Settlement Class Member that wishes to be excluded from the Class shall submit a request for exclusion in accordance with the terms of the Settlement Agreement.

21. All those who submit a valid and timely Request for Exclusion shall have no rights under the Settlement Agreement, shall not be afforded any of the relief described in the Settlement Agreement, and may not object to the terms of the settlement.

22. All those who do not submit a valid and timely Request for Exclusion shall be bound by the terms of the Settlement Agreement, the Final Judgment, and all Orders entered by the Court in connection with the Settlement, whether favorable or unfavorable to the Class.

23. Within 60 days of the Notice Deadline, any Settlement Class Member that wishes to object from the Settlement shall file and serve an objection in accordance with the terms of the Settlement Agreement.

24. Objections not conforming to the terms set forth in the Settlement Agreement may be stricken and not considered or heard by this Court.

25. Any member of the Settlement Class who does not exclude themselves from the Settlement Class may enter an appearance in the action, at their own expense, individually or through counsel of their own choice. If he or she does not enter an appearance, he or she will be represented by Class Counsel.

26. Pending final determination of whether the Settlement should be approved, and upon expiration of the deadline to opt out as set forth in the Settlement Agreement, all Class Members who do not timely and validly exclude themselves from the Settlement Class, and each

of them, and anyone who purports to act on their behalf, are preliminarily enjoined from directly or indirectly maintaining, commencing, prosecuting, or pursuing directly, representatively, or in any other capacity, any Released Claim subsumed and covered by the Release in the Settlement Agreement in any court, arbitration forum, tribunal, administrative body or otherwise.

27. If the Settlement Agreement is granted final approval, the Settlement Class Members shall release Defendants from all Claims in accordance with the terms and conditions set more fully in the Settlement Agreement.

28. A Final Fairness Hearing is scheduled for [REDACTED], on [REDACTED], at the United States Courthouse, Western District of Pennsylvania, Courtroom [REDACTED] on the proposed Settlement including: (a) whether to grant final approval to the Settlement as fair, reasonable, and adequate, and issue an Order dismissing the Complaint with prejudice; (b) to decide the amount of reasonable attorneys' fees and costs to be awarded to Class Counsel; and (c) whether to approve the incentive payment to Named Plaintiff. This hearing may be adjourned from time to time without further or prior notice by oral announcement by the Court or by written order.

29. Class Counsel shall file and serve its application for final approval of the settlement, award of counsel fees, reimbursement of costs and expenses, and Class Representative's incentive payment no later than 21 days prior to the date of the Final Fairness Hearing.

30. Within 14 days before the Final Fairness Hearing, the Settlement Administrator shall deliver to Class Counsel and to Defendant's Counsel copies of any and all Requests for Exclusion that have been received by the Settlement Administrator, along with a declaration to be filed with the Court that (a) states the Class Notice was deposited in the U.S. mail in accordance with the terms of the Preliminary Approval Order and as required by this Settlement Agreement, (b) provides statistics on how many Class Notices were mailed successfully, returned as

undeliverable, and re-mailed successfully, and (c) the Settlement Administrator's determination of whether each Request for Exclusion was timely received.

31. In the event that the Settlement Agreement is not approved by the Court at the Final Fairness Hearing, then this Order, including, but not limited to, the preliminary class certification entered to effectuate the Settlement Agreement, and all findings of fact and conclusions of law, shall be automatically dissolved *ab initio* without further order of the Court.

32. By entering this Order, the Court does not make any determination as to the merits of this action.

33. The Court hereby authorizes the Parties to take such further steps as necessary and appropriate to establish the means necessary to implement the terms of the Settlement Agreement.

34. All proceedings in this action are stayed until further Order of this Court, except as may be necessary to implement the Settlement Agreement or comply with its terms.

35. The Court retains exclusive jurisdiction over the action to consider all further matters arising out of or connected with the Settlement Agreement.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
W. SCOTT HARDY  
UNITED STATES DISTRICT JUDGE

# EXHIBIT 4

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF PENNSYLVANIA**

TIMOTHY HASTON, individually and  
on behalf of all others similarly situated,

Plaintiff,

v.

RESURGENT CAPITAL SERVICES, L.P.,  
FRONTLINE ASSET STRATEGIES, LLC,  
and JOHN DOES 1-5,

Defendants.

Case No. 2:20-cv-01008

**ORDER GRANTING MOTION FOR FINAL APPROVAL AND ORDER OF DISMISSAL  
WITH PREJUDICE**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, upon consideration of Plaintiff's Motion for Final Approval and all related papers and responses thereto, IT IS ORDERED THAT:

1. Based on the rigorous review the Court has conducted, Plaintiff's Motion for Final Approval is GRANTED and the above-captioned action is dismissed with prejudice. The Court finds that the Settlement Agreement is, in all respects, fair, reasonable, and adequate to the Parties. The Court further finds that the Settlement Agreement is the result of a good faith arm's-length negotiation between experienced counsel representing the interests of the Parties. Accordingly, the Settlement Agreement is hereby finally approved in all respects, there is no just reason for delay, and the Parties are hereby directed to perform its terms.

2. Pursuant to Fed. R. Civ. P. 23(b)(3), the following Settlement Class is certified for purposes of settlement, and pursuant to the terms and conditions of the Settlement Agreement (and for no other purpose and with no other effect upon the action, including no effect upon the action should its effective date not occur), a class of:

All natural persons residing in Delaware, Pennsylvania, New Jersey, and the U.S. Virgin Islands who, from April 1, 2020 through March 17, 2021, received a letter from Defendants that stated in some form that Defendants would assume the debt

at issue in the letter was valid unless the consumer sent a written dispute to Defendants.

3. The Settlement Class expressly excludes officers and directors of Defendants; family members of the officers and directors of Defendants; any parents, subsidiaries, affiliates, of the Defendants; and any entity in which the Defendants have a controlling interest; all judges assigned to hear any aspect of this litigation, as well as their immediate family members; all persons and entities that have released the Settlement Class Released Claims described in the Settlement Agreement prior to the Court's preliminary approval; and government entities; and any person who timely and validly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

4. The Court finds that the Settlement Class meets the requirements of Fed. R. Civ. P.

23. Specifically, the Court finds that:

- (a) The class is so numerous that joinder is impracticable.
- (b) There are questions of law and fact common to the members of the class, which common questions predominate over any questions that affect only individual class members.
- (c) Plaintiff's claims are typical of the claims of the class members.
- (d) Plaintiff and class counsel have fairly and adequately represented the interests of the class members.
- (e) A class action is superior to other alternative methods of adjudicating the issues in dispute between the parties.

5. In compliance with the Class Action Fairness Act of 2005, Pub. L. No. 109-2, 119 Stat. 4, Defendants served notices of the proposed settlement on the appropriate Federal and State officials.

6. As reported by the Settlement Administrator, notice was provided via direct mail to the XXX individuals identified on the Class List provided by Defendants, XXX of those persons raised an objection, and XXX of those persons requested to be excluded from this case.

7. Such notice complies with the due process requirements and Fed. R. Civ. P. 23. The form and means of disseminating the notice as provided for in this Court's Preliminary Approval Order constituted the best notice practicable under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable efforts. Said notice provided the best notice practicable under the circumstances of the proceedings and matters set forth therein, including the Settlement Agreement, to all persons entitled to such notice.

8. The Court has jurisdiction over the subject matter of this action and over all parties hereto.

9. By entering this Order and Final Judgment, the Court does not make any determination as to the merits of this case.

10. The settlement, on the terms and conditions set forth in the Settlement Agreement, is fundamentally fair, reasonable, and adequate, and is in the best interests of the Settlement Class members, especially in light of the benefits achieved on behalf of them; the risk and delay inherent in litigation; and the limited amount of any potential recovery that could be shared by the Settlement Class members. The terms and conditions of the Settlement Agreement are hereby incorporated as though fully set forth in this Order.

11. As set forth in the Settlement Agreement, within 14 days from the Effective Date, Defendants shall pay the Settlement Administrator \$33,000.00 to fund the Claims Fund.

12. No later than 21 days after this payment, the Settlement Administrator shall mail each Settlement Class member that submitted a Claims Form a check according to the process set forth in the Settlement Agreement.

13. As set forth in the Settlement Agreement, funds from uncashed checks shall be paid to Neighborhood Legal Services, which the Court finds to be an appropriate *cy pres* recipient.

14. The Court finds that a \$2,500.00 service award to Plaintiff is fair and reasonable.

15. The Court finds that a \$115,000.00 payment to Class Counsel is fair and reasonable.

16. Upon entry of this Order and final approval of the settlement, Plaintiff and each member of the Settlement Class who has not been excluded or that has not timely and validly opted out pursuant to the procedures set forth in the Settlement Agreement will release Defendants from any and all claims or causes of action arising under the FDCPA and arising out of, or regarding the allegedly unlawful language contained in the letter at issue in this case, or a similar letter, which language states Defendants would assume the debt at issue in the letter was valid unless a consumer sent a written dispute to Defendants. Settlement Class Members shall be deemed to have, and by operation of this Final Judgment, fully, finally, conclusively, irrevocably, and forever released, settled, compromised, relinquished, and discharged all such claims.

17. No later than **XXX** days after the Effective Date of the Settlement Agreement, the Settlement Administrator shall file with this Court, under seal, a list of the names and addresses of all Settlement Class Members to whom notice of the Settlement Agreement was sent.

18. This Order enjoins prosecution by Plaintiff and all of the Settlement Class Members of any released claims, and they are forever barred from filing, commencing, prosecuting, intervening in, or participating in (as a class member or otherwise) any action in any jurisdiction or forum each and every released claim.

19. Final Judgment is hereby entered in this action, consistent with the terms of the Settlement Agreement. Final Judgment shall not bind any Settlement Class Members who timely and validly opted out of the Settlement. There being no reason to delay entry of this Final Judgment, the Clerk of the Court is ordered to enter this Final Judgment pursuant to Rule 54(b) of the Federal Rules of Civil Procedure. Neither this Order, the fact that a settlement was reached, executed, and filed, the Settlement Agreement, nor any related negotiations, statements, or proceedings shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession by any party of fault, liability or wrongdoing whatsoever or breach of any duty on the part of Defendants as to any facts or claims that may have been alleged or asserted in the action. This Order and Final Judgment is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the action. In no event shall this Order, the fact that a settlement was reached, the Settlement Agreement, or any of its provisions or any negotiations, statements, or proceedings related to it in any way be used, offered, admitted, or referred to in the action, in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceedings, by any person or entity, except by the Parties and only the Parties in a proceeding to enforce the Settlement Agreement.

20. The Clerk of the Court is hereby directed to close the action.

21. This Litigation against the Defendants is hereby dismissed with prejudice and without costs, except that the Court shall retain exclusive and continuing jurisdiction over the action and all parties to interpret, enforce, and implement the terms, conditions and obligations of this Settlement Agreement and this Final Order. Class Counsel will continue in their role to oversee all aspects of the Settlement Agreement. Upon notice to Class Counsel, Defendants may seek from this Court, pursuant to 28 U.S.C. § 1651(a), such further orders or process as may be necessary to prevent or forestall the assertion of any of the Settlement Released Claims enumerated in the

Settlement Agreement, in any other forum, or as may be necessary to protect and effectuate the Settlement Agreement and this Final Approval and Judgment.

22. The Parties are hereby authorized to implement the terms of the Settlement Agreement.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
W. SCOTT HARDY  
UNITED STATES DISTRICT JUDGE

# EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

TIMOTHY HASTON, individually and on behalf of all others similarly situated, Plaintiff, v. RESURGENT CAPITAL SERVICES, L.P., FRONTLINE ASSET STRATEGIES, LLC, and JOHN DOES 1-5, Defendants. Civil Action No.: 2:20-cv-1008

DEFENDANTS' SUPPLEMENTAL ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES

Defendant Frontline Asset Strategies, LLC ("Frontline") and Resurgent Capital Services, L.P. ("Resurgent"), by and through their attorneys, Gordon Rees Scully Mansukhani, LLP, hereby provide their supplemental responses to the First Set of Interrogatories propounded by Plaintiff Timothy Haston as follows:

SUPPLEMENTAL ANSWERS TO INTERROGATORIES

- Identify the number of individuals to whom Resurgent, Frontline, or any other individual or entity they hired, retained, contracted, or otherwise engaged, sent a letter that: was dated March 31, 2020 or later; was not returned as undeliverable; and either stated "Unless you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will assume this debt is valid," or stated in another form that the debt at issue in the letter would be assumed to be valid unless its validity was disputed in writing.

ANSWER: 3,495 individuals in Pennsylvania, New Jersey, Delaware, and the U.S. Virgin Islands.

- The date the letter at-issue was last sent.

ANSWER: March 17, 2021.

Dated: April 14, 2023

Respectfully submitted,

**GORDON REES SCULLY MANSUKHANI, LLP**

By: /s/ Jessica G. Lucas

Jessica G. Lucas, Esq., Pa. Id. #311280

jlucas@grsm.com

707 Grant Street, Suite 3800

Pittsburgh, PA 15219

Tel.: (412) 577-7400

Fax: (412) 347-5461

*Counsel for Defendants Resurgent Capital Services, L.P. and  
Frontline Asset Strategies, LLC*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 14<sup>th</sup> day of April, 2023 a true and correct copy of the foregoing **Defendants' Supplemental Answers to Plaintiff Timothy Haston's First set of Interrogatories** was served via electronic means on all counsel and parties of record.

*/s/ Jessica G. Lucas*

\_\_\_\_\_  
Jessica G. Lucas, Esq.

# EXHIBIT C

**UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

TIMOTHY HASTON, individually and on	:	Civil Action No.: 2:20-cv-1008
behalf of all others similarly situated,	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
RESURGENT CAPITAL SERVICES, L.P.,	:	
FRONTLINE ASSET STRATEGIES, LLC,	:	
and JOHN DOES 1-5,	:	
	:	
Defendants.		

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**DECLARATION OF JASON DAVIS**

---

I, Jason Davis, hereby declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the following is true and correct:

1. I am over the age of 18, I am of sound body and mind, and I make this declaration freely and without coercion pursuant to 28 U.S.C. § 1746.
2. I am the Chief Compliance Officer of Frontline Asset Strategies, LLC (“Frontline”).
3. I have personal knowledge of the matters set forth in this Declaration, and if called as a witness, could and would be able to testify to the same.
4. I have reviewed Frontline’s balance sheets for the year ended December 31, 2022 and hereby certify and declare that Frontline’s net worth for the year ended December 31, 2022 is \$ 1,859,251.00.

Executed on November 29th, 2023.

*Jason Davis*  
 \_\_\_\_\_  
 Name: Jason Davis  
 Title: Chief Compliance Officer

# EXHIBIT D

**UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

TIMOTHY HASTON, individually and on	:	Civil Action No.: 2:20-cv-1008
behalf of all others similarly situated,	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
RESURGENT CAPITAL SERVICES, L.P.,	:	
FRONTLINE ASSET STRATEGIES, LLC,	:	
and JOHN DOES 1-5,	:	
	:	
Defendants.		

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**DECLARATION OF KIM HANNIGAN**

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I, KIM HANNIGAN, hereby declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the following is true and correct:

1. I am over the age of 18, I am of sound body and mind, and I make this Declaration freely and without coercion pursuant to 28 U.S.C. § 1746.
2. I am an authorized representative for Resurgent Capital Services, L.P. (“Resurgent”).
3. I have personal knowledge of the matters set forth in this Declaration, and if called as a witness, could and would be able to testify to the same.
4. I have reviewed Resurgent’s balance sheets for the year ended December 31, 2022 and hereby certify and declare that Resurgent’s net worth for the year ended December 31, 2022 is \$1,501,877.

Executed on November 28, 2023.

Kim Hannigan  
Kim Hannigan, Authorized Representative