

## **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.  
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Pittsburgh, PA 15237  
(412) 366-4276  
[efrank@edf-law.com](mailto:efrank@edf-law.com)

For Defendants:

Jessica G. Lucas  
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707 Grant Street, Suite 3800  
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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, 2014, 14:31 EST  
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  
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**Counsel for Defendants:**

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707 Grant Street, Suite 3800  
Pittsburgh, PA 15219  
(412) 577-7400  
[jlucas@grsm.com](mailto:jlucas@grsm.com)

**Named Plaintiff:**

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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:**

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Kevin Tucker  
Chandler Stieger  
Stephanie Moore  
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**Counsel for Defendants:**

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# 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**

<p><b>IF YOU DO NOTHING</b></p>	<p>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.</p>
<p><b>IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT</b></p>	<p>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].</p>
<p><b>OBJECT</b></p>	<p>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></p>
<p><b>GO TO THE HEARINGS</b></p>	<p>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 on or before [DATE]</b> in addition to submitting a timely objection.</p>

**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](mailto: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**

[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.**

**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 [REDACTED]. 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 [REDACTED] 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